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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

Bureau of TSMO
October 31, 2019

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation to enter into a 4-year lease agreement with the Town of Goffstown, NH (Vendor #177395) for use of communications facility & tower space owned by the Town at the summit of Mount Uncanoonuc, Goffstown, NH at a total cost of \$10,450.00. The lease agreement will be effective January 1, 2020 through December 31, 2023 upon Governor and Council approval. 54% Highway Funds, 46% Turnpike Funds (Intra-Agency Transfers).

Funds to support this request are available in the following account in State FY 2020 and State FY 2021, and funding is contingent upon the availability and continued appropriation of funds in FY 2022, FY 2023 and FY 2024, with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
04-096-096-960515-3052 Trans Sys Mgmt & Operations					
022-500248	\$1,267.50	\$2,560.50	\$2,612.00	\$2,664.50	\$1,345.50
Rents & Leases Other Than State					

EXPLANATION

The Department of Transportation operates a statewide radio communications network that consists of a Statewide Dispatch, mountaintop repeaters sites, mobile & portable radios that link Toll, Bridge and Highway Maintenance operations facilities with field staff.

Goffstown's Mount Uncanoonuc facility serves as one of those sites in this communications network and houses three discrete repeater stations that support District-5, Highway Maintenance, Bureau of Turnpike Operations as well as other Department Bureaus that operate on the statewide repeater channel.

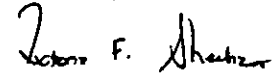
The Department is satisfied that the annual lease price, including the annual increase of two (2) percent is reasonable and comparable to other commercially available space at this same mountaintop. The Town has managed this site well and shares the Department's desire to maintain a secure and reliable communications site.

The lease agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and

subsequent to Governor and Council approval, will be on file at the Department of Transportation.

Your approval of this lease agreement is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

LEASE AGREEMENT

AGREEMENT MADE effective as the 1st day of January, 2020 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 State of New Hampshire, Department of Transportation having a principal place of business at John Morton Building, 7 Hazen Drive, Concord, NH (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 two (2) communications antennae, together with space inside a certain building on the property sufficient to house equipment for two (2) 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.
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 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. The Term of the Lease. The term of the lease shall be a four (4) year period, commencing January 1, 2020, and terminating on December 31, 2023.
7. Rental Payment. Lessee shall pay the Lessor a yearly rental of:

\$2,535, for 2020
\$2,586, for 2021
\$2,638, for 2022
\$2,691, for 2023

Which is reflective of a 2% annual increase.

The Lessor will invoice the Lessee bi-annually as:

01/01/2020	\$1,267.50	07/01/2020	\$1,267.50
01/01/2021	\$1,293.00	07/01/2021	\$1,293.00
01/01/2022	\$1,319.00	07/01/2022	\$1,319.00
01/01/2023	\$1,345.50	07/01/2023	\$1,345.50

8. Timely Notice of Intent. A desire to reenter into a contract for subsequent years must be completed in writing prior to November 1st of the year preceding the year (s) in which the new contract will go into effect.
9. 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. 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.
10. 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.
11. 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. Lessee shall indemnify Lessor against all loss of rent and other payments, which Lessor may incur by reason of such termination during the residue of the term. 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, with interest at a rate of eight (8%) per annum and costs.

12. 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. If damage is not caused by Lessee, then the rent will be abated until the premises have been restored.

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.

13. 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.
14. 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. Lessor shall take reasonable efforts to protect the premises from vandalism.
15. 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 regardless of the cause or reason for such damage, unless such damage results from or is caused by the negligence or intentional acts of the Lessor, 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 unless caused by the negligent or intentional acts of Lessor.
16. 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.
17. 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)

18. 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.
19. Terms of Art and Jargon. It is understood and agreed that the 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION:

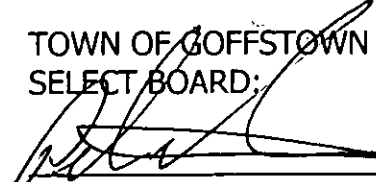
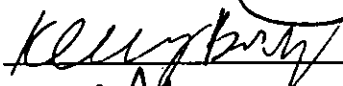
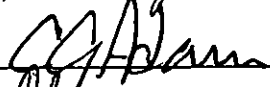
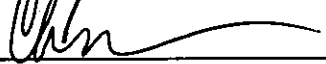
BY: 

NAME: VICTORIA SHEEHAN

TITLE: COMMISSIONER

DATE: 11/18/19

TOWN OF GOFFSTOWN
SELECT BOARD:


Mark Lee

Kelly

Adam

Chris

New Hampshire
Department of Transportation

Emily C. Goering
Signature

EMILY C. GOERING
Name

Assistant Attorney General
Title

NH Attorney General

Governor and Council
Approval

Secretary of State

Dated

**GOFFSTOWN SELECT BOARD
MINUTES TO THE MEETING OF OCTOBER 21, 2019**

In attendance were Chairman Peter Georgantas, Vice Chairman Mark Lemay, Selectman Collis Adams, Selectman Chet Bowen, and Town Administrator Derek Home. Also in attendance was Gail Labrecque--Recording Secretary. Selectwoman Kelly Boyer was absent.

6:00 PM CALL TO ORDER

Chairman Georgantas called the meeting to order at 6 pm. He led the Board and the audience in the Pledge of Allegiance.

Acceptance/Correction of Minutes

10/7/2019 public and non-public minutes

Vice Chairman Lemay made a motion to approve the public and non-public minutes to the Select Board meeting of October 7, 2019. Selectman Adams seconded the motion. VOTE: 3-0-1. Passed. Abstain: Bowen.

Announcements

Adopt a Spot

Chairman Georgantas said the Litter Critter Street Squad picked up 17 bags and some metal pipe on Tirrell Hill on September 27. Also, they went to Barnard Park and picked up 2 bags there. They also adopted another road - Henry Bridge Road. They did a pick up on Saturday, October 12 and picked up a total of 18 bags, a large tarp, and other miscellaneous large items. Thank you the to Litter Critter Street Squad for continuing to make Goffstown beautiful.

Selectman Adams said Saturday there was a dedication service by the Piscataquog River Lake Advisory Committee at Black Brook on Montelona Road about 3 to 4 miles out on the left. He encouraged people to go there and enjoy a nice walk. You go up Tirrell Hill Road and turn onto Montelona. He thinks it's right about at 197 Montelona Road.

Chairman Georgantas said the Pumpkin Regatta appears to have been exceptional. Selectman Adams said it was the best one he could remember attending. He congratulated Selectman Bowen for his first place win in the pumpkin race.

Public Comment (6:10)

David Schaufas said he's been a long time resident of Goffstown. Over the years he's noticed things and is a little disappointed. He's disappointed that some safety issues are going by the wayside. His mother was burned by a grease fire and he had that to deal with. Then, before he got out of the academy, his mother was killed by a drunk driver. That got him into safety.

He noticed there were "No Parking" signs on Church Street. They wore out and were never replaced. Since the 1970s, we've grown tremendously with staff, equipment and stations. He wonders why those "No Parking" signs never appeared again. There are two crosswalks. There is no signage for those. He noticed traveling throughout the town, a lot of signs are missing for crosswalks. If you deal with the basics for safety for the community, it brings more business and more people. At one time, the kids could walk at certain crosswalks. Over the years, they've disappeared. We are missing a lot of crosswalks for the kids, visitors, and adults. The same applies to signage.

Chairman Georgantas said the people in charge of the signs are sitting in the back of the room. Signs are done by ordinance. We'll be more than happy to look at that to see if we should have some signs. Selectman Adams said we also have a Highway Safety Committee. If you think there should be crosswalks someplace, or have another concern, contact them. David Schaufas said also is the fact that a lot of signage is blocked by foliage.

Chairman Georgantas said that's a concern every year as the trees grow. The Highway Safety Committee will take everything into consideration and make recommendations to the Select Board. David Schaufas thanked all the volunteers in the town, and all the workers in Goffstown for their hard work.

Police Chief

NHDOT Tower Lease Renewal

Police Chief Rob Browne said NHDOT and the Town of Goffstown has a lease with NHDOT to maintain one (1) communication system, consisting of two (2) communications antennae, on the Town's tower located at the summit of Mount Uncanoonuc in Goffstown. It is a beneficial thing for the town to reconsider another four years. The four year lease is due to expire 12/31/2019. NHDOT is amenable to a 4-year renewal provided the escalator remains at 2% a year. In the contract, he'd only change the dates and the 2% escalator. This has no adverse affect on his their operations. There isn't a need for the price to increase beyond this 2% escalator. He recommends they move forward and enter into another 4 year lease agreement with DOT.

Selectman Adams thanked the Police Department for the work they did over the weekend with the Pumpkin Regatta. Chief Browne said we had staffing for the road race but not for the Regatta time itself. Our Explorers volunteered and did an exceptional job. We did have some takeaways that will make it better in assisting the traffic flow. He will discuss them at another time.

Selectman Adams said the Explorers were respectful and did a good job. Chief Browne said they've had ebbs and flows with the participation. They've done a revamp on their uniforms and there was renewed interest in the program. They meet monthly and run 8-12 cadets each school year. They are encouraged to attend the Police Academy that occurs in June for those up to 21 years old. There are also a couple of weekend challenges. Some of our best and brightest started out as Explorers.

Selectman Adams made a motion to approve the four year Tower Lease with NHDOT commencing January 1, 2020. Selectman Bowen seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Public Works Director

Updates

DPW Director Meghan Theriault said they were out paving Elm Street today. They are still waiting on dates for Henry Bridge and South Mast. North Mast is done except for striping. They are trying to time the striping with all the overlays when they get done. Mike Hillhouse said they started to put road fabric and fills down on Shirley Hill Road today. They hope to pour the box culvert on Wednesday. The project will be done around Thanksgiving. DPW Director Theriault said the drainage is complete in that section. We are pouring the first box culvert, but we also have a second one to do. Mike Hillhouse said the guardrail on the box culverts will be key to getting it opened back up. That's in process now.

2020 Henry Bridge Road Bridge Repairs RFP

DPW Director Meghan Theriault said the Department of Public Works requests approval of the Select Board to put the Henry Bridge Road Bridge Repairs out for public bidding. In February 2019 NHDOT sent Goffstown a letter stating that Henry Bridge Road over the Piscataquog River is now a RED Listed bridge due to the substructure condition. The proposed work for the 2020 Henry Bridge Road Bridge Repairs will consist of removing and reconstructing portions of the existing beam seats on the north and south abutments as shown on the plans, removing and reconstructing pedestals as shown on the plans, and replacing the bearing assemblies as shown on the plans. Other elements of the work shall include traffic control and erosion control. The project shall be constructed between June 22, 2020 and August 21, 2020, while school is not in session. This work should remove the bridge of NHDOT's RED List. A deck replacement will still be needed in future years. Design and permitting is currently slated for 2024 in CIP.

Goffstown should plan to apply for State Aid Bridge (SAB) funds for the deck replacement project once the SAB Program is accepting applications again. This project would be awarded contingent upon approval of the 2020 Town Budget. The idea of putting the project out to bid now is two fold, (1 get better prices due to bidding project well in advance of the 2020 construction season when contractors are planning next years work and 2) getting a construction number through the bid process will allow a more accurate number to be included in the 2020 Final Budget.

The 2020 CIP Budget is \$210,000, with \$190,000 for Bridge Construction and \$20,000 for Bridge Construction Oversight. We did have a flag for mussels and they did a preliminary study where they marked and flagged it. We didn't meet the threshold that required a second assessment. This would remove us from the red list. You will need to replace the deck in out-years. The Town should reapply in 10+ years when they reopen up the grant. This isn't the end of the work on that bridge.

Selectman Adams made a motion to authorize the DPW Director to put out the bid package for the Henry Bridge Road Bridge repairs. Vice Chairman Lemay seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

2020 Bog Road Bridge Repairs RFP

DPW Director Meghan Theriault said the Department of Public Works requests approval of the Select Board to put the Bog Road Bridge Repairs out for public bidding. The proposed work for the 2020 Repairs to Bog Road Bridges will consist of removing the existing guardrail, installing new guardrail, removing all chipped, loose, and degraded concrete on the surface of the bridge deck, clean the deck surface, repair bridge deck and curb, install bridge deck membrane, and install new asphalt pavement.

Other elements of the work shall include traffic control and erosion control. The project shall be constructed between June 22, 2020 and August 21, 2020, while school is not in session. This project would be awarded contingent upon approval of the 2020 Town Budget. The idea of putting the project out to bid now is two fold: 1) get better prices due to bidding project well in advance of the 2020 construction season when contractors are planning next years work and 2) getting a construction number through the bid process will allow a more accurate number to be included in the 2020 Final Budget. The financial impact in the 2020 CIP Budget is \$165,000 for both bridges.

Selectman Adams made a motion to authorize the DPW Director to put out the bid package for the Bog Road Bridge repairs. Selectman Bowen seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Town Administrator's Report

Committee Schedule

Town Administrator Derek Horne said the Budget Committee meets on Tuesday, October 22nd at 7 pm. Chairman Georgantas said he would attend. Town Administrator Horne said HDC meets on Wednesday, October 23rd at 6:30 pm. Vice Chairman Lemay said he would attend. Town Administrator Derek Horne said the Conservation Commission also meets on Wednesday, October 23rd at 7 pm. Selectman Adams said he would attend. Town Administrator Horne said the Planning Board meets on Thursday, October 24th. Chairman Georgantas said he would attend. Town Administrator Horne said the Budget Committee meets on Thursday, October 24th, at 7 pm. Selectman Bowen said he would attend. Town Administrator Horne said the Planning Board also meets on Thursday, October 24th at 7 pm. Chairman Georgantas said he would attend.

Consent Agenda

Town Administrator Derek Horne said for Employee Status Reports they have a Deputy Fire Chief new hire and a full-time regular Firefighter/Paramedic change in status. They have an event permit from Gary Girolimon from Granite State Health and Fitness Foundation, for the Glen Lake Swim Race on August 9, 2020 from 8 a.m. to noon at the Parks & Recreation Center and Glen Lake.

For Rights to Inter, they have Shirley Hill Cemetery, Section 3, Lot 4 and Shirley Hill Cemetery, Section 3, Lot 85. They also have a Professional Services Agreement for DPW Consulting with Turning Point, LLC, which needs the signature of the entire Board. Selectman Adams said on the Glen Lake Swim do we check to verify the non-profit status. Town Administrator Home said he would verify that it is.

Vice Chairman Lemay made a motion to approve the consent agenda as presented. Selectman Adams seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Assessor Memo - Hillsborough County Registry - 1/1/2020 New Charges for Printing Deeds Online

Town Administrator Derek Home said NH Counties use software that allows users to search, view and print deeds. Assessing has been provided a free account to this software and does not pay a fee to print copies of deeds. NH Counties has contracted with a software provider for a new search program. The Assessing Office (as well as DPW and Planning) have been given free accounts on this new software. Beginning 1/1/2020 accounts must pay \$2.00 per page for printing. A number of communities are considering proposing legislation to prohibit all NH Counties from charging fees to municipalities for printing registry documents. Does the Select Board wish to participate in this lobbying effort? He can get the specific names of the communities and bring them back to the Board next week. He'll also see if there is a legislator to lead that charge.

2020 Health Insurance

Town Administrator Home said in June, he and the Finance Director came to the Board with a concept to create a Health Savings Account (HSA) to entice more employees to start using the higher deductible health care plan. Now that we have rates in place, they are proposing 2 changes for the health insurance in 2020. One is, in the high deductible plan, which is HSA eligible, they propose they modify the share to go from a 90/10 split to an 80/20 split, while also contributing 80% to an employee's health savings account. If someone were to fully fund their deductible and put it into an HSA, they would be paying slightly more per week. This would be a savings to the Town, and the benefit to the employee is that it would go into a Health Savings Account that can roll over year after year if they don't use it. It's not money going into a health insurance rate that they'd never get back.

Based on the current rates, it would be an annual savings of \$267.00 to the Town for a single, and \$534.00 for a 2-person, and almost \$2,000 for a family. It would cost the employee a bit more if they were to fully fund the HSA to cover their deductible. The other thing they talked about in June is that those employees have the ability to show insurance from another provider, they get a weekly allotment for an opt out. That has always been 90% of the rate of the lowest single person plan. That continues to go up each year as the health rates go up. The average opt out incentive between 2014 and 2018 is \$6,037.51. They suggest locking that in and lock in the incentive of \$116.00 per week. That would be a reduction in what you are currently offering. With the current language, for 2020, it would be about \$150.00. It would be a reduction to those people, but we should lock it in to a set dollar amount rather than tying it in to insurance rates that escalate each year.

Chairman Georgantas said they will have to take time to study this and talk about it more. Town Administrator Horne said this will require a change in the Personnel Plan and there is a 30-day notice requirement. If you are going to have it effective for the 2020 health rates, it is something you would need to talk about at next week's meeting, and at the latest, decide at the last meeting in November. His preference would be to do it a little earlier. Chairman Georgantas said to put it on the agenda for next week.

2019 Tax Rate Setting

Town Administrator Horne said the State Budget was passed. That budget included additional funds to municipalities in the form of \$20 million in the first year and \$20 million in the second year. Goffstown's share of the funding designated to communities is \$209,103.50. We have received that money. The way the legislation was written was that you can use it to reduce the municipal property tax rate, or you can hold a public hearing and accept the unanticipated funds and expend them. They wouldn't lapse until 2021.

We've applied it against the Town tax rate to show you the effect it would have. It would basically level fund the municipal side of the tax rate at \$8.14, with no use of funds from the Fund Balance. The School returned their surplus from the previous year. There was an adjustment on their revenues that affected their tax rate. That is reflected in the local education rate. He doesn't know the exact numbers. They returned, for tax rate setting, \$1.4 million.

Chairman Georgantas asked, on a \$250,000 house, with the tax rate going up \$5.98, what that means. Town Administrator Horne said that's a change of \$1,495. The 2018 tax rate was artificially low because of the return of the surplus. Chairman Georgantas said he's concerned about what March will look like. He's trying to caution everyone about that. Town Administrator Horne said this Board did a good job because they did spread that to the first half as well. The first half rate was artificially low at \$12.36. The second half bill provided no change to valuation. It is a few dollars less than they paid in the spring, but it won't be what they experienced last year.

Chairman Georgantas said the department heads are looking at their budgets, and we have to look at what we'd run into if it were a default budget. This was no fault of our own. Neither was it the School's. Is there a normal rate after everything is done? Town Administrator Horne said the total rate is \$24.58. The local education took the jump because they didn't have the surplus. As we get into the 2020 budget, you will see there is \$209,000 we budgeted for next year. We don't know if that's the exact amount but we've been advised to use that figure. Selectman Bowen said this is municipal, so why do they use the student count each year. Town Administrator Horne said he doesn't know the history of the calculation. The formula is based 20% on population and 80% based on free and reduced lunches at schools. Chairman Georgantas said the State has been battling with cities and towns for a few years regarding how that money is spread out. We'd be able to maintain our 2018 rate without using our fund balance.

Town Administrator Horne said yes. We currently have \$6,329,856 in the Fund Balance at tax rate setting. You are at 12.63%. You did use \$1.5 million at Town Meeting in 2019. That will come out and we will add any additional revenues and reductions. When we did the estimated

revenues in September, the vehicle revenues were coming in higher. The others were about what we anticipated.

Vice Chairman Lemay made a motion to allow the rate to be locked in with the DRA as presented. Selectman Bowen seconded the motion. VOTE: 4-0-0.

2020 Budget - Special Articles, Draft Default Budget, and Begin Deliberations

SPECIAL ARTICLES

Crispin's House

Dian McCarthy said she is the Director of Crispin's House Coalition for Youth. She's asking for the Select Board support for a warrant article in the amount of \$30,000. We advocate for the kids and families of Goffstown. We started in 1989. There aren't a lot of communities that can say they have a 30-year old organization that advocates for kids and families. Our mission is to empower and encourage positive choices in the lives of our young people by helping to create a healthy and supportive community. We do that through partnerships with the Police Department, YMCA, and many others.

She said the pie charts on the documents she presented are very helpful. We added two new fundraisers to our repertoire. We started a color run and a zombie run. Those are unique in that we are doing them in partnership with the group "Be the Change." It's a mentoring and growth opportunity for the kids. She tries to do that wherever they can. The warrant article, at \$30,000, it comes in just over 25%. The difference in the request from past years is because of the Challenge Day program. Selectman Boyer has attended it, as had Adam Jacobs. She hopes others will when it comes up again. It's an intensive full-day opportunity for the kids, designed to address the risks the kids face at their roots--fear, bias, bullying, substance miss-use prevention, etc. It's about recognizing your peers are going through things also and being more sensitive.

Challenge Day came to us as a result of a phone call from a school guidance counselor who had the idea of the Challenge Day program. Crispin's House is committed to it. Your packet includes testimonials that speak to the life changing impact of Challenge Day. We operate an accredited court diversion program. We've had to meet stringent standards. It is a restorative justice program. The kids come to us from a variety of different places. We look at and try to address the entire package. We have some of the best recidivism rates in the state. We connect our kids to volunteer opportunities and try to focus on job skills and people skills. The job forum is their flagship program. It has helped identify and meet needs almost immediately. It brings a variety of stakeholders.

She's proud of the youth forums. She's been able to bring it to the Middle School. It's their first opportunity to realize they do matter and their thoughts are valuable. Mental health and suicide prevention are noteworthy this year. Thoughts of suicide ideation has jumped over 70%. This worries her and she says "not on her watch." They got the support of the High School where the kids were given an excused absence and they had an intensive suicide prevention training. It brought in 18 of our local partners. What is noteworthy is that, it turns out they've never done anything quite as intensive. It's invaluable. The empowerment the kids leave with is powerful. The kids see that people do care about them.

Crispin's House can do these things because of the support they receive. The warrant article puts them in a position where all this is possible. Our kids are rock stars and you should be very proud of them. They serve kids grades 7-12. It's her honor and pleasure to do so. She introduced Aaron Sylvestry who is a junior at the High School. He started at 7th grade.

Aaron Sylvestry said for the last 5 years Crispin's House has had a huge impact on his life. He was in 7th grade when he went to his first youth corps meeting. It was a meeting to talk about problems, ideas, and their own solutions. At his first meeting he learned about the starfish effect, which is a story of how one person can make a difference. He made it his goal to share and help out. They've helped him fund raise to go to the Community Anti-Drug Coalition in Georgia. He has learned how to build drug free communities along with other teams. He's now an advocate for healthy living among other teenagers. Because of Crispin's House, he's become a better person. They've impacted his life and it has a ripple effect. They will continue to bring a positive impact to his community.

Chairman Georgantas said this is quite an increase from past requests. Is it a budget increase or due to a lack of funding? Dian McCarthy said this is directly related to Challenge Day. They have lost some funding and they are working to replace it. Chairman Georgantas said we see increases due to programs in many areas. If you add programs, would you continue to come to us and ask for more money? Dian McCarthy said no.

They would only request an increase if necessary. If it doesn't pass, it would be devastating. This article is a stabilizing force. To go without it, it's a big cut in funding. Chairman Georgantas said if they don't vote to approve the \$30,000, they don't get anything. It goes to zero. He doesn't want to see anything happen to the program. Dian McCarthy said the value the Town is getting for their contribution, is that they are touching lives and making a difference. They are doing great things. Goffstown should be proud. It's because of the School District, the parents and the community. Goffstown is a great place for families because of programs like this. She hopes the Town can get behind them. They are humbled by the support from the Town in the past. We are trying to make differences in lives. Selectman Bowen said the work you do is extraordinary.

Town Administrator Horne said Main Street has asked to be continued to next week to address their special article. The only other special article is the Fire Department Apparatus Capital Reserve Fund, as well as the HDC deposit into the Grasmere Town Hall fund. Chairman Georgantas asked about the land fund. Town Administrator Horne said they've not added to that because it's not been used. He can bring the figures to the Board next week to show where it is at. Then you can decide if you want to add to it.

Draft Default Budget

Chairman Georgantas said we won't get deeply into the budget tonight because we don't have a full board. Town Administrator Horne said he'd have the default budget numbers next week. They are finalizing the payroll numbers this week. He said they removed the Fire Department Car 2 that will be funded for from the Capital Reserve Fund. The voting booths for elections got pulled out and there was a handful of other changes, as well as firm insurance numbers in there. Now, with no changes, it's at \$9.26. That would be an increase of \$1.12. Last year the Board

used \$1.5 million from the Unassigned Fund Balance.

Chairman Georgantas said that was on projects. What projects would we use it for this year? Town Administrator Horne said in the past the auditors have advised it be used on 1-time non-reoccurring projects. Here in Town Hall we had \$150,000 on CCTV and town-wide security. There was also \$40,000 for Microsoft Office licensing. The Police Department had the shot guns, side arms, and other items. Chairman Georgantas said he cautions doing the weapons on a special article in case it were to fail. If it did fail, they wouldn't get their weapons and they need them. We need to ask the department heads. This year's tax rate has gone up \$5.98. Next year's is going up \$1.12. He doesn't think it will fly. We need to bring the numbers down.

Town Administrator Horne said there is a department head meeting Thursday and they can discuss reductions. The 53-week pay periods is a big issue this year. Chairman Georgantas said it's our job to try to lessen the blow to the taxpayers. He hopes the School looks at it the same way we need to look at it. He'd like department heads to take another look. The Board was in consensus with that.

Chairman Georgantas said we have to focus on the big projects we can take out of the budget. The weapons are a need. If it doesn't pass because of the tax rate increase, there may be some angry people at the polls. We need to look and see what we can do. Town Administrator Horne said he can bring back some numbers next week.

Select Board Discussion

Old Business / New Business / Action Matrix

Old Business

There was no old business.

New Business

There was no new business.

Action Matrix

Town Administrator Horne said we'll hopefully lock in the health insurance item. We did get confirmation from NH Transit Authority that we did get the grant. There is a slight equipment match from the Town to add into the 2020 budget. We heard back from the Mooseplate that the Town was successful in getting the grant to conserve the hand-painted curtains at Grasmere Town Hall. He and Danielle Basora are working on changes to the Personnel plan on conditional offer templates, vacation and leave items, etc. He talked to SNHPC and the Traffic Engineer is working to finalize the scope of work for the roundabout.

Public Comment

There was no public comment.

Non-Public Session RSA 91-A:3, II (a) Compensation and (b) hiring

The Board entered non-public session at 7:13 pm.

October 21, 2019

Vice Chairman Lemay made a motion to enter into non-public session per RSA 91-A:3, II (a) compensation and (b) hiring. Selectman Adams seconded the motion. VOTE: 4-0-0. Roll call vote passed.

Vice Chairman Lemay made a motion to exit non-public session at 7:45 pm. Selectman Bowen seconded the motion. VOTE: 4-0-0. Passed.

Vice Chairman Lemay made a motion to seal the minutes of non-public session. Selectman Adams seconded the motion. VOTE: 4-0-0. Roll call vote passed.

Vice Chairman Lemay made a motion to authorize the propose conditional offer for DPW Executive Secretary. Selectman Adams seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Selectman Bowen made a motion to authorize the Fire Chief to give a conditional offer of employment for a Firefighter. Selectman Adams seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to to authorize the Town Administrator to move forward with proposed changes to Deputy Tax Collector. Selectman Bowen seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Vice Chairman Lemay made a motion to approve two merit bonuses for two non-union employees. Selectman Bowen seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

ADJOURN

Selectman Adams made a motion to adjourn the meeting at 7:46 pm. Selectman Bowen seconded the motion. VOTE: 4-0-0. All in favor. Motion carries.

Respectfully submitted,
Gail Labrecque
Recording Secretary

These minutes are subject to approval by the Select Board.