

# LONG TERM INTER-GOVERNMENTAL AGREEMENT

By and Between the Board of Selectmen and School Board  
Town of Hill, New Hampshire

Entered into this 11th day of June 2002.

## BACKGROUND

At the Town and School District Meeting on March 13, 1985 and March 21, 1985, the voters authorized the Hill School Board and the Hill Board of Selectmen to negotiate and execute long-term agreements concerning the use of buildings and land by each entity, in particular, buildings on land owned by the Town of Hill. As conditions have changed, the agreement has been amended. With the latest building additions and renovations, the Hill School Board and Hill Board of Selectmen have determined the existing agreement should be amended by substituting the language of this document for the language contained in the existing agreement.

## GIVEN

1. The Hill School District owns the existing elementary school, known as the Jennie D. Blake School, comprising the original structure built in 1940 and the single room additions built in 1961 and 1985.
2. The Town of Hill owns the existing Town Hall constructed in 1940 and rebuilt in 1972 after fire destroyed the original structure.
3. The Town of Hill owns the land upon which the Town Hall and the Jennie D. Blake School are built, as well as all the adjacent land surrounding both structured including but not limited to the Town "Green" in front of both building, the circular driveway around the "Green" and the access road behind the school building leading to the Town Hall.

## WITNESSETH:

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

1. The provisions of the September 9, 1985 agreement as amended in July 1988, governing the use of facilities need to be amended to reflect proposed operations by substituting the current language with the language contained in this document.
2. All responsibility for the Town Hall and the 2002 addition shall rest with the Hill School District. The Hill School District hereby authorizes the Board of Selectmen to coordinate the scheduling of use of the Auditorium, Stage, Cafeteria, Kitchen, and Rest Rooms for the period of time from 4:00 pm to 7:00 am, Monday through Friday on days when school is in session and for unlimited use on all days when school is not in session. School functions scheduled for evening hours shall have priority for use of the building. The School District will cooperate with the Town to facilitate use of the building and space required for necessary official functions including but not limited to elections. A copy of all



applications for use of the building approved by the Board of Selectmen shall be provided to the school office for notification and coordination of any necessary set-up activity. Individuals or groups that will be using the Kitchen must make arrangements with the Lunch Program Director for instruction on the operation of any equipment that will be used and to coordinate use of the refrigerator or freezer space, if needed.

3. The Town of Hill shall have complete responsibility for the Town Offices located in the former Jennie D. Blake School Building. The Town of Hill hereby authorizes the shared use of the Library by the Hill School District during school hours according to a schedule agreed to by the Hill School Board, the Library Trustees, and the Board of Selectmen.
4. The term of this inter-governmental agreement shall be for ninety-nine (99) consecutive years beginning on the 1<sup>st</sup> of June 2002 and terminating on the 31<sup>st</sup> of May 2101 at a cost of \$1.00 for the term. Upon expiration of this agreement all improvements shall become the property of the Town of Hill.

## UTILITIES

1. The Hill School District shall provide for the heat necessary for the operation of the Town Hall and the 2002 addition. The Town of Hill shall provide for the heat necessary for the operation of the Town Offices and Library.
2. The Hill School District shall provide for propane gas and electricity necessary for the operation of the Town Hall and the 2002 addition. The Town of Hill shall provide the electricity necessary for the operation of the Town Offices and Library.
3. The Hill School District shall provide for Trash Removal for both buildings.
4. The Town of Hill shall provide for the removal of snow from access roads, driveways, and parking lots for both facilities. The Town of Hill shall include the cleaning of the parking lot catch basins when the catch basins in the village are being cleaned. The Town of Hill shall include the sweeping of the parking lot when the streets in the village are being swept.
5. The Hill School District shall provide for the removal of snow and ice from the walks and steps for both buildings.
6. The Hill School District shall be responsible for maintaining the septic lines from the Town Hall and 2002 addition, the septic tank and leach field. The Town of Hill shall be responsible for maintaining the septic line from the Town Offices to the septic tank.
7. The Hill School District shall be responsible for maintaining the water system, including the sprinkler system, for the Town Hall and 2002 addition. The Town of Hill shall be responsible for maintaining the water system for the Town Offices and Library.
8. The Hill School District and Town of Hill shall each provide appropriate fire and liability insurance for its respective facility, equipment, and grounds.

## ANNUAL REVIEW

The Hill School Board and Board of Selectmen shall meet at a mutually agreed time and place at least annually, sometime between August 1<sup>st</sup> and October 31<sup>st</sup> of a given year to review this agreement. Problems that may arise in carrying out the provisions of this agreement shall be discussed at this meeting. The provisions may be altered only through written mutual consent of a majority of the Hill School Board and a majority of the Board of Selectmen. Any alterations so approved shall become a signed amendment to this agreement.

## BINDING EFFECT

The provisions of this inter-governmental agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto. Dated the day and year first above written.

## RECORDING and APPROVAL:

1. This agreement shall be recorded at the Merrimack County Registry of Deeds with a request that it be indexed under the Town of Hill and the Hill School District.
2. If it is determined that approval by state or other governmental entity is required or that filing of this agreement at other offices is required, the Board of Selectmen and the School Board hereby agree to take all steps reasonably necessary and to work cooperatively to obtain any such approvals and to file this agreement as required.

School Board, Town of Hill

Grand P. Demichis  
Robert Johnson  
Alvin G. Goring

Witness

Marcia J. Rollins

Selectmen, Town of Hill

William Henry  
Robert Johnson  
David P. Demichis

Witness

Kurt G. Henry