

**TOWN OF HILL  
SELECTMEN'S WORKSHOP**

May 26, 2022

**Selectmen Present:** Tom Seymour, Shaun Bresnahan, & Frank Razzaboni

**Selectmen Absent:** None

**School Board Present:** Charles Estes, Carol Snow-Asher, & Michelle Munson

**School Board Absent:** None

**Public Present:** Dr. Brian Connelly, Joann Irving, Paula McDonough

Tom Seymour brought the workshop to order at 4:05 pm.

This workshop was called to conduct the long overdue annual review of the Intergovernmental Agreement governing the use of the current Jennie D. Blake school (See Attachment #1) and the adjacent municipal athletic field (See Attachment #2).

While it had been proposed by some School Board members that they summarize their thoughts on the existing agreements prior to this meeting, Carol Asher mentioned that it was her hope we would have a round-table discussion leading to an approved agreement. That said, Charles Estes presented a list of thoughts and comments from the School Board members (See Attachment #3).

Shaun Bresnahan wanted to clarify language used in the existing agreements such that neither board has "ownership" of any building or property in the town. The Legislative Body (Hill Registered Voters) own it all and the Governing Bodies (Selectmen & School Board) facilitate its use. Charles Estes and Tom Seymour both agreed

Shaun Bresnahan mentioned that certain paragraphs in the existing agreements were broad in scope and further clarification would be helpful. Carol Asher agreed, asking about the references to the buildings in question. Most agreed that building references were confusing and lacked clarity. All agreed that a well-defined "preamble" would serve to eliminate future questions.

Michelle Munson and Carol Asher asked how these can be clarified going forward. Tom Seymour suggested that language should be included in this pending update that would, both, provide historical references and still identify facilities as they are currently known. Charles Estes further indicated that such clarification would also permit the respective budgets to be specific to each facility and detail the splitting, sharing, or owning of expenses.

Shaun Bresnahan questioned the idea of a Termination Clause identified by the School Board (See Attachment #3). Charles Estes explained that such a clause would establish a timeline for termination notices and provide the school with opportunity to react and recover from the loss of the facility. It would also prevent any possibility of "immediate" eviction. Shaun further clarified that such a termination notice would only be a result of actions taken by the Legislative Body (Hill Registered Voters).

Carol Asher asked why the agreement covering the use of the ballpark was written separately. Shaun Bresnahan thought the date differences pointed to the fact it was written well-after the building agreement and the fact that the school could not provide property and liability insurance where they did not own the property. The town currently provides the insurance. Tom Seymour said the Selectmen would confer with town counsel to see if the agreements could be condensed into a single document.

There was universal agreement that current arrangements, whether they conform with the existing agreements or not, seem to be working and without conflict or disagreement. Any reflection going forward should take this into consideration.

Carol Asher and Michele Munson asked what our next step(s) were. Charles Estes asked Tom Seymour if he would create the first draft for both boards to review. Tom said he would. Charles also noted that we have time to work with as the existing agreements set a period between August 1<sup>st</sup> and October 31<sup>st</sup> to conduct and finalize the review (See Attachment #1, Annual Review).

With no further business to conduct, Shaun Bresnahan made motion to adjourn and Frank Razzaboni seconded the motion. Motion passed unanimously motion at 4:42 pm.


Respectfully Submitted,

Tom Seymour

Tom Seymour, Chair

A handwritten signature in dark ink, appearing to be 'Tom Seymour', written over a horizontal line.

Shaun Bresnahan

A solid horizontal line intended for a signature.

Frank Razzaboni

A handwritten signature in dark ink, appearing to be 'Frank Razzaboni', written over a horizontal line.

**ATTACHMENT #1**

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 3 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.

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. Dencker  
Edwin Johnson  
Alexander

Witness

Marcia J. Rollins

Selectmen, Town of Hill

William Henry  
David  
David

Witness

Lucinda J. Henry Lucinda J. Henry

**ATTACHMENT #2**

LONG TERM INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE BOARD OF SELECTMEN AND THE HILL SCHOOL BOARD FOR SCHOOL USE OF MAURICE P.  
WHEELER BALLPARK

Entered into this 7<sup>TH</sup> day of June, 2011.

BACKGROUND

At the Town and School District meetings on March 13, 1985 and March 21, 1985, the voters authorized the Hill School Board and Board of Selectmen to negotiate and execute a long-term inter-governmental agreement to clarify the terms of a lease arrangement whereby the Town would lease to the Hill School District the Maurice P. Wheeler Ballpark. In the school year 2010-2011 it became apparent that the School District could not insure property for damage or liability that it did not directly own or control. Therefore, those responsibilities reverted to the Town of Hill. Subsequently discussion with the Board of Selectmen and the School Board, the parties hereto covenant and agree as follows:

1. The Hill School Board shall not have the right to construct upon or temporarily place any structures on the Maurice P. Wheeler Ballpark without permission from the Board of Selectmen.
2. All school activities conducted at the Maurice P. Ballpark will be considered as regular field trips and subsequently students, faculty, and staff will be covered by the school district's insurance carrier for injury, loss, death, or damage during the school sponsored event.
3. The Board of Selectmen authorizes the Hill School Board to use the park for school sponsored events only.
4. The Hill School Board will be responsible for emptying the trash at Maurice P. Wheeler Ballpark when school is in session.

In Witness Whereof, the parties have hereunto set their hands this 7<sup>TH</sup> day of JUNE, 2011.

SELECTMEN

[Signature]  
[Signature]  
John Lynch  
[Signature]

SCHOOL BOARD

[Signature]  
Christine Haney  
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### ATTACHMENT #3

#### Thoughts for Consideration

Genuine and binding agreements depend on 3 key elements. There shall be a meeting of the minds. The meeting of the minds generally occurs in-person. There requires a bargain. A bargain is struck when there is an exchange between the parties. The parties prepare a draft of mutual terms of the agreement. The final draft is followed by an acceptance of the terms by both parties. (Signing in counterparts is common) This is referred to as the "Agreement". The exchanges, as agreed, solidifies the bargain.

In most agreements there is a mutual statement of why the parties are forming an agreement. This statement is elemental in contract law because it states the reason and agreement... in other words the INTENT. I think there should be a short paragraph that describes the parties' intent to mutually agree that a town building shall be utilized as a School to develop the community's youth.

Termination clause – provide a minimum of 24-month notice to terminate agreement.

Categorize maintenance and upkeep of the building, extraordinary to the daily operation, in a "Town Shared" line item on a district report.

Incorporate use and upkeep of Maurice P. Wheeler Park in the same agreement.

Categorize maintenance and upkeep of the park grounds, equipment, and structures, extraordinary to the daily operation, in a "Town Shared" line item on a district report.

If all other efforts have failed at dispute resolution; then dispute resolution shall take place at a Joint – Public Hearing. Long Term Agreement. 50 Years.

The District and Town should have shared ownership in the building. (Seek legal advice to articulate.) Michell suggests School District should have ownership.

Each occupant maintains its own building, including trash removal and janitorial. Sidewalk upkeep, snow removal, and sanding should remain the responsibility of the Streets and Highways Department.

-Suggestion that scheduled use of the building(s) be posted on the school's and Town's websites. Mutually communicate scheduling.

Review the terms of the agreement every 3 years.