



TOWN OF HILL, NH

INTERGOVERNMENTAL AGREEMENT

BY AND BETWEEN
THE TOWN OF HILL,
HILL BOARD OF SELECTMEN, AND
HILL DISTRICT SCHOOL BOARD

AMENDED SEPTEMBER 7, 2022

BACKGROUND

At the Town and School District Meetings on March 13, 1985 and March 21, 1985, the voters authorized the Hill School District and the Hill Board of Selectmen to negotiate and execute long-term agreements concerning each Board's use of buildings and land on Town of Hill, NH owned land.

Voters also authorized the Hill School District 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 Hill School District could not provide insurance the Maurice P. Wheeler Ballpark for damage or liability where it did not directly own or control the property. Therefore, those responsibilities reverted to the Town of Hill.

As conditions, have changed, this agreement has been amended. Concluding this review, the Hill School District 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 Town Office Building (the original Jennie D. Blake Elementary School).
2. The Hill School District facilitates the maintenance and operations of the Jennie D. Blake School on behalf of the Hill, NH Legislative Body.
3. The Town of Hill, NH owns the existing Jennie D. Blake Elementary School (formerly the Town Office Building comprising the original structure built in 1940 and the single room additions built in 1961 and 1985).
4. The Town of Hill, NH owns the land upon which the Town Office Building and the Jennie D. Blake School are built, as well as all the adjacent land surrounding both structures including, but not limited to, the Town "Green" in front of both buildings, the circular driveway around the "Green", the access road behind the school building leading to the Town Office Building, and the Maurice P. Wheeler Ballpark.
5. The Hill Board of Selectmen facilitate the maintenance and operations of the Town Office Building and all municipally owned properties on behalf of the Hill, NH Legislative Body.

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 agreements as amended in July 1988, June 2002, and June 2011 governing the use of facilities and properties need to

be amended to reflect proposed operations by substituting the current language with the language contained in this document.

2. All responsibility for maintenance and operation of the Jennie D. Blake School shall rest with the Hill School District.
3. The Hill School District hereby authorizes the Hill 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 the unlimited use on all days when school is not in session.
4. School functions scheduled for evening hours shall have priority for use of the building.
5. The Hill School District will cooperate with the Town and the Hill Board of Selectmen to facilitate use of the Jennie D. Blake School as might be required for necessary official functions including, but not limited to, elections and town meetings.
6. A copy of all applications for use of the Jennie D. Blake School approved by the Hill Board of Selectmen shall be provided to the school office for notification and coordination of any necessary set-up activity.
7. Individuals or groups that will be using the Kitchen must arrange for instruction with the School's Food Service Personnel on the operation of any equipment that will be used and to coordinate use of the refrigerator or freezer space, if needed.
8. The Hill Board of Selectmen shall have complete responsibility for maintenance and operation of the Town Office Building. The Town of Hill and Hill Board of Selectmen hereby authorizes the shared use of the Library by the Hill School District during school hours according to a schedule, and in a manner, agreed to by the Hill School District, the Library Trustees, and the Hill Board of Selectmen.
9. The term of this inter-governmental agreement shall be for ninety-nine (99) consecutive years beginning on the 1st of June 2002 and terminating on the 31st 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.
10. In the event that the Town of Hill, the Hill Board of Selectmen, or the Hill School District should decide to terminate this agreement, a notice of no less than twenty-four (24) months shall be provided.

UTILITIES & SERVICES

1. The Hill School District shall provide those utilities and services necessary for the operations of the Jennie D. Blake School including, but not limited to:
 - a. The heat required for students and faculty, and staff,
 - b. The propane gas and electricity,
 - c. Trash removal,

- d. Snow and ice removal from walkways and steps,
 - e. Maintenance of the septic lines from the Jennie D. Blake School, the septic tank, and leach field,
 - f. Maintenance of the water system, including the sprinkler system,
 - g. Maintenance of the flagpole in front of the school, including the raising and lowering of the flag each day and raising the flag to half-staff for special events,
 - h. Appropriate property and liability insurance for its respective facility, equipment, and grounds.
2. The Hill Board of Selectmen shall provide those utilities and services necessary for the operations of the Town Office Building including, but not limited to:
- a. The heat necessary for the Town Offices and Library staff and officials,
 - b. The electricity,
 - c. Snow and Ice removal from walkways and steps,
 - d. Maintenance of the septic line from the Town Office Building to the septic tank,
 - e. Maintenance of the water system for the Town Office Building.
 - f. Appropriate property and liability insurance for its respective facility, equipment, and grounds.

Additional discussions with the Hill Board of Selectmen and the Hill School District, the parties further hereto covenant and agree to the following additions:

1. The Hill School District shall not have the right to construct upon, or temporarily place any structures on town property without permission from the Board of Selectmen,
2. All school activities conducted at the Maurice P. Wheeler 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. Permission forms, including a waiver of liability clause absolving the town of liability, will be on file at the school and in the Selectmen's Office,
4. The Hill Board of Selectmen authorizes the Hill School District to use the Ballpark for school sponsored events only,
5. The Hill School District will be responsible for the inspection the recreational equipment during the school year and at a frequency sufficient to prohibit injury, loss, death, or damage, and

PERIODIC REVIEW

The Hill School District and Hill Board of Selectmen shall meet at a mutually agreed time and place at least every three (3) years, between August 1st and October 31st of the 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 District and a

majority of the Hill Board of Selectmen. Any alterations so approved shall become a signed amendment to this agreement.

BINDING EFFECT

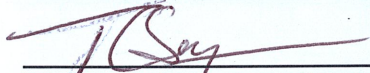
The provisions of this inter-governmental agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties hereto. Dated the day and year first above written.

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 Hill Board of Selectmen and the Hill School District hereby agree to take all steps reasonably necessary and to work cooperatively to obtain any such approvals and to file this agreement as required.

In Witness Whereof, the parties have hereunto set their hands this 7th day of September 2022.


Board of Selectmen



Thomas Seymour, Chair



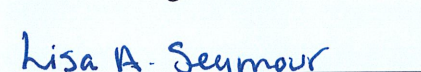
Shaun Bresnahan, Jr.



Francis Razzaboni

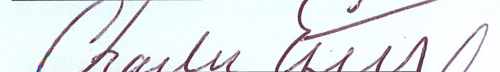


Witness Signature




Witness Printed Name

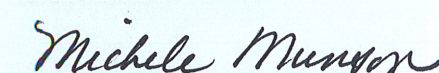
School Board




Charles Estes, Chair




Carol Snow-Asher



Michelle Munson



Witness Signature



Witness Printed Name