1. 04/10/2023 Selectboard Agenda And Meeting Materials

   Documents:

   2023-04-10 AGENDA.PDF

1.1. 04/10/2023 Friday Mailing

   Documents:

   2023-04-10 FRIDAY MAILING.PDF
TOWN of HANOVER
NOTICE OF PUBLIC MEETING
SELECTBOARD
Monday, April 10, 2023 at 7:30 PM
Board Room, Municipal Building
41 South Main Street, Hanover, NH
AGENDA

1. Public Comment

2. Review and Approval of 5 Easement Deeds for Dartmouth College/Town of Hanover Projects and to authorize the Town Manager to execute all necessary documents

3. Request and Recommendation from Hanover Parks and Recreation to Read and Sign Arbor Day Proclamation

4. Proclamations – Department of Public Works

5. Review of Request to Abate Water/Sewer Bill for Property Located at 34 Rayton Road

6. Pre-Town Meeting Public Hearing to Consider the Proposed Warrant for the 2023 Town Meeting

7. Banner Requests – Hanover Improvement Society for Storrs Pond Recreation Area and Campion Rin

8. Approval of Minutes – March 28, 2023; April 3, 2023

9. Administrative Reports

10. Selectboard Reports

11. Other Business

12. Adjournment

Hearing enhancement equipment is available for use by the public.

There has been a request for a non-public session to discuss items pursuant to RSA 91-A:3, (E) (L)
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Below please find the summary of the agenda items.

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Agenda Items

Item #2: Review and Approval of 5 Easement Deeds for Dartmouth College/Town of Hanover Projects and to authorize Town Manager to execute all necessary documents | Action Requested

Included in your packet are 5 easement deeds from which are housekeeping items from projects that the Town and College have been working on over the past 13 or more years. Additional information on each Easement Deed has been prepared by Rob Houseman to further explain the need for each document. On Monday evening, Town staff requests the Selectboard approved each Easement Deed and authorize the Town Manager to execute the documents on behalf of the Town.

Action Requested: Approve the 5 Easement Deeds for projects between Dartmouth College/Town of Hanover Projects and authorize the Town Manager to execute the Deeds on behalf of the Town.

Item #3: Request and Recommendation from Hanover Parks and Recreation to Read and Sign Arbor Day Proclamation | Action Requested

Item #6: Pre-Town Meeting Public Hearing to Consider the Proposed Warrant for the 2023 Town Meeting | Action Requested

Item #7: Banner Request – Hanover Improvement Society for Storrs Pond Recreation Area and Campion Rink | Action Requested

Town Manager Administrative Updates

Budget
Human Resources
Hanover Community Power
Downtown Hanover Working Group
Other updates:
Item #3: Request and Recommendation from Hanover Parks and Recreation to Read and Sign Arbor Day Proclamation | Action Requested

Hanover Parks and Recreation request the Board Read and adopt the enclosed Arbor Day Proclamation and designate April 21, 2023 as Arbor Day by signing the Arbor Day Proclamation on Monday evening.

Action Requested: Read the Arbor Day Proclamation and designate April 21, 2023 as Arbor Day.

Item #4: Proclamations – Department of Public Works | Action Requested

The Department of Public Works has provided two Proclamations, one for William Brown and one for Moses Delphia, to be read on Monday evening.

Action Requested: Read the Proclamation for William Brown and Moses Delphia on Monday evening.

Item #5: Review of Request to Abate Water/Sewer Bill for Property located at 34 Rayton Road | Action Requested

Due to an unexplained issue while this home was unoccupied last summer, the residents received a large water and sewer bill in September, 2022. It was speculated that something was left running or on during the time frame of this billing period although the residents dispute that. Further testing of the water meter and review of the home for leaks also provided no further explanation. The residents request an abatement determined by the Public Works Department to be in the amount of $1,555.00.

Action Requested: Review the Request to Abate the Water/Sewer bill in the amount of $1,555.00 and determine if this amount should be abated. Further, Town staff requests that any future water & sewer bill abatement request be denied due to the homeowners now having access to a customer water portal which allows them to monitor usage themselves.

Item #6: Pre-Town Meeting Public Hearing to Consider the Proposed Warrant for the 2023 Town Meeting | Action Requested

The draft Warrant for the 2023 Town Meeting is attached for your review and adoption on Monday evening. You will be asked to take a position for or against each item on the warrant which we must publish on the final warrant. The Background information is not included in the packet but we intend to have it available for the meeting on Monday evening.

Item #7: Banner Request – Hanover Improvement Society for Storrs Pond Recreation Area and Campion Rink | Action Requested

Jeff Graham of the Hanover Improvement Society has requested that the Storrs Pond Recreation Area overhead banner be hung during times no other banner is hung to promote memberships and the Campion Rink overhead banner be hung to also on weeks no other banner is hung to promote continuing fundraising.

Action Requested: As specific time frames are not requested we can accommodate this request as time allows.

Town Manager Administrative Updates
Due to the time spent on the budget and preparing the Town Warrant, I and my office are significantly behind on a number of emails, messages, and projects. We have worked well beyond our hours, including over some weekends and holidays, and will hopefully be getting caught up in the next few weeks – but we ask for patience and consideration as we get back up to speed!

**Budget**
- **Status:** As of 3/28 the budget has been approved by the Selectboard to move towards Town Meeting. The Finance Committee met on 3/29 and gave the budget their approval as well. Ellen and I thank the staff and department heads for preparing such careful budgets, and the Selectboard and Finance Committee for providing considerable energy and thoughts on helping build the best budget possible this year, under extremely challenging conditions.
- **More information:** There is a new short written summary, along with updates summary slides and an updated podcast explanation all available on our website at hanovernh.org/budget.
- **Bressett requests:** I followed up with both organizations that requested Bressett this year. All agreed that the Town could make the eligibility and application process more clear going forward, and that’s something I hope to improve as we get into our pre-planning for next year’s budget.

**Human Resources**
- **Numbers:** We had one rehire and one employee leave employment. Welcome back to Jay Whitehead at Fire, and congratulations and thank you to Mosses Delphia for nearly two decades of service at DPW. YTD we have had 17 “onboards” (many seasonal) and 7 “offboards.”
- **Retention and Recruitment Study:** On Thursday, the new Human Resources Director and myself spoke to department heads to solicit feedback and share with them the proposed structure for the upcoming study this year where we’ll look at employee job descriptions, department/division structures, community needs, recruitment, retention strategies, and more, that will enable us to build a more competitive, supportive, and effective employment structure for staff in Town government. This is the expanded and comprehensive follow up to the salary study that we began last year. We’ll have more information next month as we begin to put the employee groups together to talk more, and will provide the Selectboard updates as we go.
- **Hiring.** After a very brief respite, we have a significant number of vacancies currently that is challenging operations in several departments. Most of these are caused by compensation being too low and/or housing costs in the area being too high. Another complicating factor is recently changes to federal rules that make obtaining a CDL more difficult, which impacts several positions at DPW. The open positions we have currently are:
  - **Program Specialist New**, Parks and Recreation
  - **Teen Services Librarian New**, Howe Library
  - **Grounds Crew Worker - Part-Time or Seasonal**, Parks and Recreation
  - **Summer Camp Counselor in Training**, Parks and Recreation
  - **Firefighter - EMS Provider**, Fire Department
  - **Summer Camp Lead Counselor**, Parks and Recreation
  - **Parking Facility Cashier**, Police
  - **Events and Media Programs Manager**, Parks and Recreation
  - **Deputy Director for Highway and Fleet**, Public Works
  - **Light or Heavy Equipment Operator**, Public Works
  - **Light or Heavy Equipment Operator**, Public Works
  - **Summer Camp Counselor**, Parks and Recreation

**Hanover Community Power**

HCP is moving along! We thank staff and volunteers who helped host and came out to the information session hosted last Thursday.
The latest is that Community Power Coalition of New Hampshire's customer services are up and running, fielding customer inquiries, and processing customer product elections and opts-in/up/down/out.

Community Power inquiries from residents, businesses, and customers regarding Community Power should be directed to:

- CPCNH Contact Center: 1-866-603-7697 (1-866-603-POWR)
- Email address: info@CommunityPowerNH.gov
- Website Home: www.CommunityPowerNH.gov
- Website FAQs: https://www.CommunityPowerNH.gov/faqs
- Specific Hanover Community Power Webpages (including customer self-service "portals" under "Electricity Choices" for product elections & opts-in/out/down/up):
  - CommunityPowerNH.gov/hanover

All customer enrollment letters noticing the launch of Community Power were mailed out around March 28th. People with questions are encouraged to visit the above resources for more information.

**Downtown Hanover Working Group**

Is now meeting once per month, the first Thursday of the month at 8am, with a location to rotate. The first meeting will be at Sawtooth on Allen Street, with some light breakfast provided by Lou’s Restaurant. Any business owner interested in getting more involved in what’s happening in our downtown should consider attending!

There is a letter in Town Report summarizing (briefly) some of the discussions from the last few months, and a more detailed report will be presented to the Selectboard in the coming month or two.

**Other updates:**

- **Traffic Safety:** This is a project that was delayed because of my time needed on the budget and preparation of Town Warrant over the last 2-3 months. We are currently gathering disparate historical documents and existing standards (federal, state and local) to put them all in one place, as well as creating a new set of workflows so that Town staff can more consistently review and make determinations as to traffic safety improvements, both in a reactive and proactive fashion. This has been handled in a more ad-hoc fashion for many years such that some issues have not gotten the attention they need. Getting organized will help us do three things better: a) more uniformly address issues/complaints, b) prepare/plan for future policy/programs (such as an ordinance we are drafting regarding e-scooters, and Main Street road/sidewalk improvements) and c) how we evaluate or re-evaluate the standards which ideas/requests/complaints have to fit within.

- **Town Hall hedges.** We are currently working on a project to do a phase one of removal of the hedges in front of Town Hall (North side only), so as to create additional public space with outdoor seating and gathering. This is the first of a multi-phase project, depending on peoples’ use and feedback of the space, which we will monitor and evaluate. This is coming in part from ideas discussed in the Sustainable Master Plan Advisory Committee as well as the Downtown Working Group that we lack public gathering spaces in the downtown. We will likely have some furniture donations from local businesses, create new plantings, and create an informational display that shows the goal of creating more public gathering spaces in our downtown for people to have access to, for events, etc.

- **Election Vote Tabulator Testing.** Our monthly election official/staff group has begun meeting, and I anticipate this will really help everyone be on the same page as start thinking about the challenging election year ahead!

Update from our Town Clerk and Moderator on Hanover’s participation in a beta test for new voting machines with the NH Secretary of State’s office:

Jeremy, Melissa and I met over zoom with SOS Dave Scanlon, several of his staff, the ES&S Vendor and ES&S ballot coder that we will be working with to implement the pilot test of the ES&S ballot tabulators. We discussed the protocols involved, the support they will provide, timing of ballot production, and dates for the machine testing
and post-election audit. Right now the testing is scheduled for Tuesday, April 25 (tentatively.) The audit is scheduled for Wednesday, May 10. (The audit has to be done before the deadline for any requested recount, which is the Friday following the election.)

We understand what we are expected to provide for every aspect of this test. They have assured us that they will be present to provide guidance and support at testing, on election day (from 7:00 am. to boxing up the cast ballots after close at 7:00 p.m.) and for the audit. There will be no cost to the town for any of the ES&S services, including the coding and printing of the ballots. The team at State is enthusiastic and supportive of Hanover’s participation in the pilot test program, and we are too!

- **New website**: The vendor is delayed in finishing up some final aspects to the website, and we are working with them on getting the project across the finish line and the new website launched shortly!
- **Dartmouth Meetings**. We have started a new set of high-level planning meetings with senior Dartmouth officials that allows some of the senior staff in both organizations to step outside of the “day to day” and think really critically about long-term plans and opportunities to maximize collaboration.
MEMORANDUM

TO: ALEX TORPEY, TOWN MANAGER
FROM: ROBERT HOUSEMAN, DIRECTOR OF PLANNING ZONING AND CODES
DATE: April 3, 2023

The five attached easement deeds are housekeeping items from projects that the town and the college have worked on over the last 13-plus years. Below is an explanation of each of the easements.

- **North College Street Sidewalk (2020-2021)** Dartmouth College, at the Town’s request, extended the sidewalk on north college street to the intersection with North Park Street. This extension eliminated the dangerous “goat path” that students were using to traverse from the deadened sidewalk on College St to North Park St. A portion of this sidewalk is located outside the right of way and is on Dartmouth College property. The purpose of this easement is to transfer ownership of all the improvements of the sidewalk to the town and allow the town to maintain, repair, and replace, said improvements.

- **North College Street Retaining Wall (2020-2021)** as part of the north college sidewalk extension Dartmouth College constructed a retaining wall on town land. This easement is from the town to the college, granting the college the rights/obligation to maintain, repair, and replace the retaining wall.

- **Hanover Inn – Porte Cochere (2010)** The Town is granting an easement to the College to control, maintain, repair, and replace all improvements within the easement area. By way of background, the Planning Board, with the consent of the Town Manager and DPW, approved the renovation of the Hanover inn, including encumbrances on the town’s right of way. This easement is the last outstanding condition of approval that memorializes the rights and responsibilities of Dartmouth College within the easement area.

- **Old Tuck Drive, sidewalk easement (2018)** The Town is granting an easement to the College. This easement will allow The college to perform the necessary year-round maintenance, repair, and replacement, if
necessary, of the sidewalk. This easement provides the ADA tipped down and linkage to the town-maintained sidewalk crossing the Ledyard bridge. This easement reflects the planning board-approved plan.

- **West Wheelock Sewer Pump Station (2020 -2022)** This easement from the College to the Town is for the operation, maintenance, repair, and replacement of the improvements, said improvements consisting of a sewage pump station including wetwell, control building, valve vault, standby power, and force main as installed during the calendar years 2020 -2022 and shown on the Easement Plan.
After recording return to:
Trustees of Dartmouth College
c/o Timothy McNamara
Hinman Box ______
Hanover, NH 03755

EASEMENT DEED
(North College Street Sidewalk)

TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and
existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth
College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the
"Grantor" or "Dartmouth"), for consideration paid, grants to TOWN OF HANOVER, a
municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755
(the "Grantee" or "Town"), with QUITCLAIM COVENANTS, an easement appurtenant to
property of the Town located in the Town of Hanover, Grafton County, New Hampshire. The
easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement ("Burdened
Property") consists of a portion of the premises shown as Lot 38/83 on the Town of Hanover tax
maps, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the
Easement Area of 5,960 +/- square feet ("Easement Area") on the plan entitled "Sidewalk
Easement Plan for Dartmouth College" ("Easement Plan"), to be recorded herewith.

2. Property Benefited by Easement. The property benefited by this Easement is the public
right of way of North College Street in the Town of Hanover and identified on the Easement
Plan.

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in
perpetuity, shall burden the property described above as subject to this Easement, shall be for the
benefit of the land described above as benefited by this Easement, and shall burden and benefit
the parties, their successors and assigns.

4. Easement Purpose. The exact dimensions of the North College Street right of way are
unknown at this time. Therefore, it is unclear of the Improvements (as defined below), are
located within said right of way or are located on property of Dartmouth. As shown on the
Easement Plan, if the North College Street right of way is 3 rods in width, then the easterly
sideline would be 24.75 feet from the centerline of the current highway, and the Improvements
would, in part, be located on property of Dartmouth. If, however, said right of way is wider than
3 rods, then the Improvements might be located all within the right of way. The purpose of this
Easement is to grant an easement to the Town in the event that the Improvements are in fact
located on property of Dartmouth. This Easement shall be for the operation, maintenance, repair,
and replacement of the improvements, said improvements consisting of a sidewalk, railings, and
appurtenant grading as installed during the calendar years 2020-2021 and shown on the
Easement Plan (collectively, the “Improvements”). All Improvements within the Easement Area
shall be the property of the Town.

5. **Maintenance.** The Town shall be solely responsible at its cost for all maintenance, repair,
and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the
actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Insurance.** The Town shall maintain liability and property insurance for the
Improvements within the Easement Area. Dartmouth and the Town will obtain liability
insurance covering their inter-related properties and shared easements to ensure that both parties
are adequately protected. The liability insurance procured by each party shall be in a minimum
amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both
the Town and Dartmouth shall name one another as an additional insured on their commercial
general liability policies as respects the Easement Area. Beginning with the calendar year
beginning January 2023 and every five (5) years thereafter, and more frequently upon the request
of either party, the parties shall review such insurance coverage and consider adjustments to it,
including whether the amount of such coverage and consider adjustments to it, including whether
the amount of such coverage should be increased in light of conditions then obtaining. Both the
Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** The Town shall indemnify Dartmouth and save it
harmless from and against any liability, claim, demand or cause of action resulting in, but not
limited to, death, personal injury, or loss of or damage to property occurring in the Easement
Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area,
or any breach by the Town of or failure to discharge any responsibility under this Easement, any
work or alterations performed by the Town in or to the Easement Area, or (without limiting the
foregoing) otherwise as a result of any act, omission or negligence of the Town or its agents,
employees, or contractors in or about the Easement Area. Such indemnification will not be
extended to include protection from damages arising from Dartmouth’s own negligence, or the
negligence of its agents, employees, or contractors.

Dartmouth shall notify the Town in writing with reasonable promptness of any suits,
proceedings, claims or demands with respect to which Dartmouth requests indemnifications.
The Town shall have the right to assume the entire control of the defense, compromise or
settlement of any claim or proceeding as to which Dartmouth has requested indemnification, and
Dartmouth shall cooperate fully with the Town in such defense. If agreed to by both the Town
and Dartmouth, Dartmouth may join in suit arising from a claim for which it has claimed
indemnification.
9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

10. **Other Provisions.** The following further provisions govern the parties' rights, duties and obligations under this Easement Deed:

   (a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

   (b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

   (c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

   (d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

   (e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

   (f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature Page Follows]
DATED this ____ day of __________________, 2023.

TRUSTEES OF DARTMOUTH COLLEGE

By: ________________________
Name: ______________________
Title: _______________________  

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this ____ day of ________, 2023, by ______________________, the duly authorized __________________ of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Before me,

________________________________
Notary Public
ACCEPTANCE

The within conveyance is hereby accepted and authorized to be recorded in the Grafton County Registry of Deeds.

Dated this ___ day of _______, 2023.

TOWN OF HANOVER

By: __________________________
Name: _________________________
Title: _________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____________________

The foregoing instrument was acknowledged before me this _____ day of _____________, 2023, by ____________________________, the duly authorized ___________________________ of the Town of Hanover, a municipal corporation, on behalf of the corporation.

_____________________________________
Notary Public/Justice of the Peace
Print Name: ___________________________
My commission expires: ___________________
TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the “Grantor” or “Town”), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the “Grantee” or “Dartmouth”), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. **Property Subject to Easement.** The property subject to this Easement (“Burdened Property”) consists of a portion of the North College Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the 8.25 wide cross hatched strip of land marked as “Easement Area” on the plan entitled “Retaining Wall Easement Plan for Dartmouth College” prepared by Rockwood Land Services, LLC and dated ______________ 2022 ("Easement Plan"), to be recorded herewith.

2. **Property Benefited by Easement.** The property benefited by this Easement consists of premises shown as Lot 38/83 on the Town of Hanover tax maps, owned by Dartmouth and identified on the Easement Plan.

3. **Scope of Easement.** The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. **Easement Purpose.** The exact dimensions of the North College Street right of way are unknown at this time. Therefore, it is unclear of the Improvements (as defined below), are located within said right of way or are located on property of Dartmouth. As shown on the Easement Plan, if the North College Street right of way is 3 rods in width, then the easterly sideline would be 24.75 feet from the centerline of the current highway, and the Improvements would be located on property of Dartmouth. If, however, said right of way is wider than 3 rods, then the Improvements would be located within the right of way. The purpose of this Easement
is to grant an easement to Dartmouth in the event that the Improvements are in fact located within the North College Street right of way. This Easement shall be for the operation, maintenance, repair, and replacement of certain improvements, said improvements consisting of a retaining wall, lighting fixtures, a parking lot, landscaping and related appurtenances as shown on the Easement Plan (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of Dartmouth.

5. **Maintenance.** Dartmouth shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed
9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

10. **Other Provisions.** The following further provisions govern the parties' rights, duties and obligations under this Easement Deed:

   (a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

   (b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

   (c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

   (d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

   (e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

   (f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature Page Follows]
DATED this ___ day of _______________, 2023.

TOWN OF HANOVER

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _________________________

The foregoing instrument was acknowledged before me this ___ day of
_______________, 2023, by ____________________________, the duly authorized
_________________________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

______________________________________________
Notary Public/Justice of the Peace
Print Name: ____________________________________
My commission expires: ________________________
EASEMENT DEED

TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantor" or "Town"), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantee" or "Dartmouth"), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement ("Burdened Property") consists of a portion of the East Wheelock Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement Area of 3,765+/- square feet ("Easement Area") on the plan entitled "Easement Plan for Hanover Inn – Porte Cochere" ("Easement Plan"), to be recorded herewith.

2. Property Benefited by Easement. The property benefited by this Easement ("Hanover Inn Parcel") consists of premises shown as Lot 34/120 on a plan entitled "Boundary Line Adjustment for Dartmouth College, Hanover Inn Parcel, Main Street and Wheelock Street, Hanover, N.H.,” prepared by Pathways Consulting, LLC, dated November 2, 2010, and recorded in the Grafton County Registry of Deeds as Plan #13933 ("Boundary Line Adjustment Plan"). The common boundary between the Burdened Property and the Hanover Inn Parcel is shown on the Boundary Line Adjustment Plan.

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns, provided however that the Grantor shall have the right to terminate the Easement on not less than six (6) month’s prior written notice to the Grantee in the event that the Benefitted Property ceases for a period longer than twenty-four (24) consecutive months, other than for purposes of repair, renovations, or replacement, to be used as an inn, hotel, or for other purposes for which the Improvements as defined herein are materially important. Dartmouth shall have exclusive use of the Easement Area and the Improvements located therein, as set forth more fully in Par. 5 below, except that (i) the public shall have the right in common with Dartmouth, its successors and assigns, and its and their employees, agents,
licensees, and guests, to walk over, on, and across the Easement Area, and (ii) Dartmouth, its successors and assigns, and its and their employees, agents, licensees, and guests shall have the right to use the Easement Area and the Improvements for purposes relating to the Lang Building and the Hopkins Center, as provided in the “Amended and Restated Declaration of Easements” declared by Dartmouth, dated July 11, 2011, and recorded in the Grafton Country Registry of Deeds in Book 3810, Page 958.

4. **Easement Purpose.** This Easement shall be for the installation, operation, maintenance, repair, and replacement of the Improvements and as shown on the Easement Plan, and for the use of the Improvements and the Easement Area in connection with the operation of the Hanover Inn, including without limitation its overnight, conference, meeting room, catering, restaurant, garage, and other facilities, and including the right of Dartmouth, its successors and assigns, employees, agents, licensees, and guests, to use the Improvements and Easement Area generally for vehicular and pedestrian access (both ingress and egress) over the asphalt driveway ramps and concrete sidewalks to and from the Hanover Inn Parcel. This Easement also shall be for the access, egress, and other rights of use granted in connection with the use of the Lang Building and the Hopkins Center as set forth in the Amended and Restated Declaration of Easements described in Par. 3 above.

5. **Easement Area Improvements.** Located within the Easement Area and shown in more detail on the Easement Plan are certain improvements, including the hotel porte-cochere with its columns, railing, and canopy; the asphalt driveway ramp and appurtenances providing access/egress for the Hanover Inn Garage; removable bollards with chains; brick pavers; planters and planting areas; benches; lighting fixtures in and attached to the porte-cochere canopy; trees and tree grate systems; storm water drain system; and the electrical vaults and underground electrical system (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of Dartmouth.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Construction and Maintenance.** The Grantee may use, operate, maintain, repair, and replace the Improvements in the manner and for the purposes described herein. All Improvements shall be constructed and maintained in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Additionally, tree work shall be directed by an arborist following recognized standards. The Grantee shall be responsible for sweeping, sanding, snow and ice removal promptly after storms, and other routine upkeep within the Easement Area. The Grantee also shall be responsible for the maintenance of the plantings within the Easement Area, including the trees and associated tree grate systems which are owned by the Grantor.

The Grantee shall be responsible for and shall pay for any damage, together with associated expenses, costs and fees, within the Easement Area which may result from the Grantee’s
constructing, maintaining, operating, altering, repairing, removing, changing from the size of or replacing the Improvements. Following the completion of any work by the Grantee within the Easement Area, the Grantee shall restore the Easement Area to its condition prior to such work. Any other land of the Grantor disturbed during the course of construction, maintenance, repair or replacement of the Improvements within the Easement Area and not otherwise occupied by such Improvements, shall be restored to its original condition at the Grantee’s expense. The Grantee shall obtain such Town permits and approvals as are required for any such work. The Grantee shall ensure that any and all contractors and subcontractors performing labor or supplying materials to the Easement Area on behalf of the Grantee are paid in a timely manner so as to prevent the imposition of a lien on the property on which the Easement Area is located.

In the event that Grantee does not undertake maintenance or repair measures that the Town deems, reasonably, to be necessary for public safety reasons, then the Grantor may enter on to the Easement Area and perform such work itself and Grantee shall reimburse the Grantor for the reasonable cost and expense of same after receipt of invoices therefore, provided, however, in such event: (i) the Grantor shall endeavor to provide to the Grantee three business (3) days’ advance written notice of any such work to be undertaken by the Grantor within or affecting the Easement Area, except in case of an emergency, in which case it shall promptly provide prior verbal notice to the Grantee (Director of Facilities, Operations and Management or the then equivalent office) of the emergency condition and the work done to address it; (ii) the Grantor shall be responsible for and shall pay for any damage, together with associated expenses, costs and fees, which may result from the Grantor’s negligence; (iii) following the completion of any such work by the Grantor within the Easement Area, the Grantor shall restore the Easement Area to its condition prior to such work; and (iv) except in the case of an emergency, the Grantor shall coordinate any and all work in the Easement Area with the Grantee so that such work does not materially interfere or interrupt the Grantee’s business operations.

8. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

9. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or
arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed indemnification.

10. Compliance with Law. The Grantee shall use, possess, maintain, repair and replace said Easement Area the Improvements, and the Grantor shall use, possess, maintain, repair and replace the Town Improvements, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations, and in accordance with any and all federal, state and local permits and approvals.

11. Other Provisions. The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:

(a) Term of Agreement. This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) No Material Change/No Oral Modification. The Grantee shall make no material changes to the Improvements in the Easement Area without the prior written consent of the Grantor. No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefited by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) Attorney’s Fees and Costs. In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.
(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

DATED this ____ day of ___________________, 2023.

TOWN OF HANOVER

By: ______________________________________
Name: ____________________________
Title: ____________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _______________________

The foregoing instrument was acknowledged before me this _____ day of ___________________, 2023, by ______________________________________, the duly authorized ______________________________________ of the Town of Hanover, a municipal corporation, on behalf of the corporation.

Notary Public/Justice of the Peace
Print Name: ______________________________________
My commission expires: ____________________________
EASEMENT DEED

TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantor" or "Town"), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantee" or "Dartmouth"), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement consists of a portion of the West Wheelock Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement area ("Easement Area") outlined in bold dash marks on the attached exhibit and also shown on a plan entitled "Roadway Plan and Profile, Sta. 0+00 - 5+85, Old Tuck Drive – Roadway Construction, Dartmouth College West Campus, Town of Hanover, Grafton County, New Hampshire" (the "Plan"). Copies of the Plan are filed in the Town of Hanover Office of Planning and Zoning in the records of Site Plan Approval by the Hanover Planning Board on July 10, 2018, Case Number 033-083P2018-46.

2. Property Benefited by Easement. The property benefited by this Easement consists of premises shown as Lot 33/83 on the Town of Hanover tax maps, owned by Dartmouth and identified on the Plan.

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. Easement Purpose. This Easement shall be for the operation, maintenance, repair, and replacement of a sidewalk and of a portion of Old Tuck Drive, as shown on the attached exhibit and the Plan and generally for vehicular and pedestrian access (both ingress and egress) over the Easement Area. Located within the Easement Area and shown in more detail on the attached exhibit and the Plan are certain improvements (collectively, the "Improvements"). All Improvements within the Easement Area shall be the property of Dartmouth.
5. **Maintenance.** Dartmouth shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual "as-built" locations of the Improvements in Easement Area are shown on the attached exhibit.

7. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed indemnification.

9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.
10. **Other Provisions.** The following further provisions govern the parties’ rights, duties, and obligations under this Easement Deed:

(a) **Term of Agreement.** This Easement Deed shall be effective as of the date first written above and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) **No Material Change/No Oral Modification.** The Grantee shall make no material changes to the Improvements in the Easement Area without the prior written consent of the Grantor. No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature page follows]
DATED this ___ day of __________________, 2023.

TOWN OF HANOVER

By: ____________________________
Name: __________________________
Title: __________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ______________________

The foregoing instrument was acknowledged before me this _____ day of
_____________________, 2023, by ____________________________, the duly authorized
____________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

________________________________
Notary Public/Justice of the Peace
Print Name: _______________________
My commission expires: ______________
Exhibit

See attached
TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the “Grantor” or “Dartmouth”), for consideration paid, grants to TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantee" or “Town”), with QUITCLAIM COVENANTS, an easement on property located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. **Property Subject to Easement.** The property subject to this Easement (“Burdened Property”) consists of a portion of the premises shown as Lot 33/83 on the Town of Hanover tax maps, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement area (“Easement Area”) outlined in light dash marks on the attached exhibit ("Easement Plan"), to be recorded herewith.

2. **Scope of Easement.** The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, and shall burden and benefit the parties, their successors and assigns.

3. **Easement Purpose.** This Easement shall be for the operation, maintenance, repair, and replacement of the improvements, said improvements consisting of a sewage pump station including wetwell, control building, valve vault, standby power, and force main as installed during the calendar years 2020 -2022 and shown on the Easement Plan (collectively, the “Improvements”). This Easement is granted together with the non-exclusive right to ingress and egress from West Wheelock Road to the Easement Area in order to access the Improvements, along with the non-exclusive right to locate the underground utilities necessary to serve the Improvements including communications, electrical and sewage force main, in the locations as shown on the Easement Plan. All Improvements within the Easement Area shall be the property of the Town.

4. **Maintenance.** The Town shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.
5. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

6. **Insurance.** The Town shall maintain general liability, pollution legal liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain general liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The general liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. The Town shall maintain pollution legal liability for a minimum amount of Two Million Dollars each incident. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

7. **Liability and Indemnification.** The Town shall indemnify Dartmouth and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by the Town of or failure to discharge any responsibility under this Easement, any work or alterations performed by the Town in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of the Town or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from Dartmouth’s own negligence, or the negligence of its agents, employees, or contractors.

Dartmouth shall notify the Town in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which Dartmouth requests indemnifications. The Town shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which Dartmouth has requested indemnification, and Dartmouth shall cooperate fully with the Town in such defense. If agreed to by both the Town and Dartmouth, Dartmouth may join in suit arising from a claim for which it has claimed indemnification.

8. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

9. **Other Provisions.** The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:
(a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties, subject to all matters of record.

Subject to all matters of record.

[Signature Page Follows]
DATED this ____ day of _______________, 2023.

TRUSTEES OF DARTMOUTH COLLEGE

By: _____________________________________________
Name:  
Title:  

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this ____ day of ______, 2023, by ____________________ , the duly authorized ____________________ of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Before me,

__________________________________________

Notary Public
ACCEPTANCE

The within conveyance is hereby accepted and authorized to be recorded in the Grafton County Registry of Deeds.

Dated this ___ day of _______, 2023.

TOWN OF HANOVER

By: ________________________________
Name: ______________________________
Title: ______________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _________________________

The foregoing instrument was acknowledged before me this ______ day of
__________________, 2023, by ________________________________, the duly authorized
________________________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

________________________________
Notary Public/Justice of the Peace
Print Name: _________________________
My commission expires: ___________________
Whereas, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

Whereas, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Whereas, Hanover, New Hampshire has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways,

Now, Therefore, We, the Selectboard of Hanover, New Hampshire, do hereby proclaim April 21, 2023 as Arbor Day.

Further, We urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this ___________ day of ______________________ 2023

Selectboard, Town of Hanover
Proclamation

Recognizing William Brown for 10 years of service and achievements working for the Hanover Department of Public Works

WHEREAS, William “Bill” Brown was hired in the Hanover Department of Public Works on April 29th, 2013; and

WHEREAS, Bill began his career in the Highway Division as a Heavy Equipment Operator before transferring to the Water Department in April 2019. During his time in the Highway Division, Bill provided endless hours operating a sand truck and served as a backup plow driver, he was always helping out wherever needed as he was versatile in all aspects of highway operations; and

WHEREAS, Upon transferring to the water department as a water technician, Bill spent most of his time at the water plant facility. As a key player, working in the lab to ensure our drinking water remained safe and in compliance for Hanover customers; and

WHEREAS, Bill spent many hours taking care of the water supply reservoirs to ensure that the dams were clean, safe from hazards and addressed issues as needed. Bill has spent endless time maintaining the water ROW’s and roadways to our water tanks, reservoirs, and pump stations; and

WHEREAS, Bill had an adept mechanical aptitude he was able to keep pumps running and make repairs to treatment equipment, installing water meters, servicing valves; and

WHEREAS, Bill was the person you would see during all the winter storms in the sidewalk tractor in the downtown main street area, maintaining the sidewalks for all the residents, businesses, and visitors. He was also out evenings during snow pick up to help the highway crews; and

WHEREAS, Bill spent every other week all year on-call and available for emergency for the water facility; and

WHEREAS, Bill was always early to start his workday and was always very professional to residents, business owners and visitors, other employees; and

NOW, THEREFORE, I, Peter Christie, on behalf of the Selectboard, Community Members, and Employees of the Town of Hanover, do hereby issue this Proclamation to William Brown in recognition of his many achievements, and we extend our gratitude and appreciation to Bill for many years of exemplary service to the Town.

Peter Christie, Selectboard Chair

On this date
Recognizing Moses Delphia for 19 years of service and achievements working for the Hanover Department of Public Works

WHEREAS, Moses “Moe” Delphia began his career at the Hanover Department of Public Works on January 26, 2004; and

WHEREAS, Moe was initially hired as a Light Equipment Operator in the Highway Division, he developed the skills necessary to earn a Commercial Driver’s License and become a Heavy Equipment Operator. Moe operated 6 and 8 wheel dump trucks, heavy equipment including backhoes, compactor rollers, vacuum sweepers, and bulldozers. Moe assisted in roadway and sidewalk reconstruction, culvert replacements, bridge repairs and replacements, ditch cleaning and plowing snow in nearly 600 snow storms; and

WHEREAS, Moe is known for his great demeanor, many positive interactions with the public and willingness to tackle any project presented to him; Moe is known for his love of fishing and the ability to spin a good tale.

WHEREAS, Moe reluctantly retired from the town of Hanover on March 24, 2023, he will be missed by all.

NOW, THEREFORE, I, Peter Christie, on behalf of the Selectboard, Community Members, and Employees of the Town of Hanover, do hereby issue this Proclamation to Moses Delphia in recognition of his many achievements, and we extend our gratitude and appreciation to Moses Delphia for many years of exemplary service to the Town.

______________________________  ______________________________
Peter Christie, Selectboard Chair        On this date
TO: TOWN OF HANOVER SELECTBOARD

FROM: ADRIANE COUTERMARSH & PETER KULBACKI

SUBJECT: WATER & SEWER ABATEMENT REQUEST-34 RAYTON RD (ACCOUNT #U8017)

CC: TOWN CLERK/TAX COLLECTOR'S OFFICE; TOWN MANAGER'S OFFICE

MARCH 29, 2023

Shortly after issuance of the water & sewer bills dated September 16, 2022 (for usage between June 1st & September 1st), Water Department staff were contacted by Jacqueline & Ian Marcus regarding the higher than usual amount due. Review of the water usage data showed a spike which started on June 23rd (the same day the home became unoccupied) and continued at a consistent rate through August 13th, at which time it dropped significantly but still showed constant usage until September 9th (approximately two weeks after they returned home). The consistent water usage amount indicates that something was left running during that time.

The homeowners disputed that anything had been left on or running, and by the time the bill was issued, the constant usage had stopped; however, we offered to have a technician check for potential leaks. No leaks were found so the meter was sent to an outside company for testing. Those results showed it to be reading accurately (results attached).

Our belief that something was left running while the home was unoccupied is supported by the timing of the increased usage, the technician having found no leaks in the home, and the results of the meter testing.

Should this abatement request be granted, Town staff request that any future water & sewer bill abatement requests be denied due to the homeowners now having access to a customer water portal which allows them to monitor usage themselves.

We estimate that the increase in usage which is contested amounts to $1,555. This is based on the average usage of the prior four quarters.

<table>
<thead>
<tr>
<th>Usage Billed (cubic feet)</th>
<th>20936</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Quarterly Usage (prior 4 quarters)</td>
<td>2203</td>
</tr>
<tr>
<td>Difference</td>
<td>18733</td>
</tr>
<tr>
<td>Sewer Flow ($39.45/1000 cf)</td>
<td>$ 739</td>
</tr>
<tr>
<td>Water Flow ($43.56/1000 cf)</td>
<td>$ 816</td>
</tr>
<tr>
<td>Total</td>
<td>$ 1,555</td>
</tr>
</tbody>
</table>

Adriane Coutermarsh, Administrative Assistant

Peter Kulbacki, Director of Public Works
**WATER METER TEST REPORT**

<table>
<thead>
<tr>
<th>VOLUME</th>
<th>RATE G.P.M.</th>
<th>FLUID OSCILLATOR</th>
<th>TURBINE</th>
<th>POS. DISPLACE</th>
<th>ACCURACY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1/4</td>
<td>0.969</td>
<td>0.969</td>
<td>96.90</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>0.99</td>
<td>0.99</td>
<td>99.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>15</td>
<td>9.96</td>
<td>9.96</td>
<td>99.62</td>
<td></td>
</tr>
</tbody>
</table>

**COMMENT:** All tests within A.W.W.A. accuracy limit

**REGISTRATION**

<table>
<thead>
<tr>
<th>Fluid Oscillator</th>
<th>041519.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turbine</td>
<td></td>
</tr>
<tr>
<td>Pos. Displace</td>
<td></td>
</tr>
<tr>
<td>Registration</td>
<td>1 CF</td>
</tr>
</tbody>
</table>

**BY THIS HAND AND SEAL WE CERTIFY THIS TO BE A TRUE COPY OF THE TEST RESULTS.**

X
Draft of the Town Warrant

The below is a draft of the Town Warrant. Input from the New Hampshire Municipal Association has helped guide the order of articles, and we are awaiting feedback from Town Counsel as well. There may be updated – and if so, they will be noted at the pre-Town Meeting on April 10th, and distributed beforehand.
WARRANT FOR THE ANNUAL TOWN MEETING

GRAFTON, SS

TO THE INHABITANTS OF THE TOWN OF HANOVER, NEW HAMPSHIRE, who are qualified to vote in Town affairs:

TAKE NOTICE AND BE WARNED, that the Annual Town Meeting of the Town of Hanover, New Hampshire, will be held as follows:

ON TUESDAY, MAY 9, 2023, IN THE GYMNASIUM OF HANOVER HIGH SCHOOL, 41 LEBANON STREET, HANOVER, NH THERE WILL BE VOTING BY OFFICIAL BALLOT FOR THE ELECTION OF TOWN OFFICERS AND ALL OTHER ARTICLES REQUIRING VOTE BY OFFICIAL BALLOT. THE POLLS WILL OPEN AT 7:00 AM AND CLOSE AT 7:00 PM.

ARTICLES EIGHT THROUGH THIRTY-THREE WILL BE PRESENTED, DISCUSSED AND ACTED UPON BEGINNING AT 7:00 PM IN THE GYMNASIUM OF HANOVER HIGH SCHOOL, 41 LEBANON STREET, HANOVER, NH.

OFFICIAL BALLOT
All-Day Voting 7:00 a.m. - 7:00 p.m.
Absentee Ballots Available for Qualifying Voters

ARTICLE ONE: To vote (by nonpartisan ballot) for the following Town Officers:

Two Selectboard Member to serve for a term of three (3) years.
One Etna Library Trustee to serve for a term of three (3) years.
One Trustee of Trust Funds to serve for a term of three (3) years.

ARTICLE TWO: (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 1:

The following question is on the official ballot:

“Are you in favor of the adoption of Amendment No. 1 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?”

Amendment No. 1 would modify Section 405.6 (B) to allow by right the renovation, replacement, or expansion of a student residence existing as of May 9, 2023, and to limit the cumulative increase of less than 35% above the May 9, 2023 building footprint. Increases above 35% footprint will require a special exception to be permitted. The amendment also reduces parking requirements for student residences.

At a public hearing on March 21, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.
ARTICLE THREE: (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 2:

The following question is on the official ballot:

"Are you in favor of the adoption of Amendment No. 2 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?"

Amendment No. 2 proposes to:

- Expand the allowable signage for buildings that have frontage and points of entry on two streets from two signs total to two signs for each frontage.
- Define Theater and allow theaters to have an electronic marquee to display information for events.

At a public hearing on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

ARTICLE FOUR: (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 3:

The following question is on the official ballot:

"Are you in favor of the adoption of Amendment No. 3 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?"

Amendment No. 3 addresses the following: Clarifies the requirements for new building(s) situated frontmost on the lot and the percentage of the building’s front wall that must be constructed in the build-to area. And exempts any additional building(s) on the lot situated behind the frontmost building from the requirement of building a front wall in the build-to area.

At a public hearing held on March 21, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

ARTICLE FIVE: (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 4:

The following question is on the official ballot:

"Are you in favor of the adoption of Amendment No. 4 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?"

Amendment No. 4 proposes to amend Section 1002 by reducing the required minimum parking requirements for accessory dwelling units, multi-family, and Planned Residential Developments (PRD). The amendment also includes removal or revisions of use categories to link with uses permitted or use permissible with special exception in Article IV (4).

At a public hearing on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.
**ARTICLE SIX:** (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 2:

The following question is on the official ballot:

"Are you in favor of the adoption of Amendment No. 5 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?"

Amend Section 302 the definitions of “accessory use or building” to comply with NH Case Law and “downtown residential” to allow mixed-use buildings to include multifamily residential as a use.

At a public hearing held on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

**ARTICLE SEVEN:** (to vote by ballot): To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board:

The following question is on the official ballot:

"Are you in favor of the adoption of Amendment No. 6 as proposed by the Hanover Planning Board for the Hanover Zoning Ordinance as follows?"

Amendment No. 6 would add section 519.2.1, allowing occupancy requirements for sprinklered multifamily units to be consistent with the State fire safety code (NFPA 101).

Amendment No. 2 would modify Section 702.2 C regarding the calculation of accessory dwelling unit floor area so as not to count areas with ceiling heights less than five feet.

At a public hearing held on March 1, 2022, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

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**BUSINESS MEETING AGENDA**

7:00 p.m.

**ARTICLE EIGHT:** To choose the following Town Officers to be elected by a majority vote.

One Advisory Board of Assessors for a term of three (3) years.
Three Fence Viewers, each for a term of one (1) year.
Two Surveyors of Wood and Timber, each for a term of one (1) year.
Such other Officers as the Town may judge necessary for managing its affairs.

<table>
<thead>
<tr>
<th>Selectboard</th>
<th>For</th>
<th>Against</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**ARTICLE NINE:** To see if the Town will vote to raise and appropriate the sum of Twenty-two Million Dollars ($22,000,000) for the purpose of funding a Wastewater Treatment Facility Proposed Capital Project, and to authorize Twenty-two Million Dollars ($22,000,000) such sum to be raised through the issuance of bonds or notes under and in compliance with the provisions of the Municipal Finance Act (RSA 33), as amended; to authorize the Selectboard to apply for, obtain, and accept federal, state or other aid, gifts and donations if any, which may be available for said project and to comply with all laws applicable to said project; to authorize the Selectboard to issue, negotiate, sell, and deliver such bonds or notes and to determine the rate of interest thereon, and the maturity and other terms thereof; and to authorize the Selectboard to take any other action necessary to carry out this vote or to pass any other vote relative thereto. Without impairing the general obligation nature of bonds and/or notes issued to finance the project, it is the intention of the Selectboard that debt service payments shall be made from wastewater fees. This action shall be a written Yes/No ballot; polls shall remain open and ballots shall be accepted by the moderator for a period of not less than one hour following the completion of discussion of this article. (3/5 ballot vote required to pass.)

<table>
<thead>
<tr>
<th>Selectboard</th>
<th>For</th>
<th>Against</th>
<th>Absent</th>
</tr>
</thead>
</table>

**ARTICLE TEN:** To see if the Town will vote to raise and appropriate the sum of Seven Million Eight Hundred Thousand Dollars ($7,800,000) for the purpose of funding a water distribution plan, and to authorize Seven Million Eight Hundred Thousand Dollars ($7,800,000) to be raised through the issuance of bonds or notes under and in compliance with the provisions of the Municipal Finance Act (RSA 33), as amended; to authorize the Selectboard to apply for, obtain, and accept federal, state or other aid, gifts and donations, if any, which may be available for said project and to comply with all laws applicable to said project; to authorize the Selectboard to issue, negotiate, sell, and deliver such bonds or notes and to determine the rate of interest thereon, and the maturity and other terms thereof; and to authorize the Selectboard to take any other action necessary to carry out this vote or to pass any other vote relative thereto. Without impairing the general obligation nature of bonds and/or notes issued to finance the project, it is the intention of the Selectboard that debt service payments shall be made from water fees. This action shall be a written Yes/No ballot; polls shall remain open and ballots shall be accepted by the moderator for a period of not less than one hour following the completion of discussion of this article. (3/5 ballot vote required to pass.)

<table>
<thead>
<tr>
<th>Selectboard</th>
<th>For</th>
<th>Against</th>
<th>Absent</th>
</tr>
</thead>
</table>

**ARTICLE ELEVEN:** To see if the Town will vote to raise and appropriate the sum of One Million, Two Hundred Thousand Dollars ($1,200,000) for the purpose of funding the purchase of a Fire Engine, and to authorize One Million, Two Hundred Thousand Dollars ($1,200,000) to be raised through the issuance of bonds or notes under and in compliance with the provisions of the Municipal Finance Act (RSA 33), as amended; to authorize the Selectboard to apply for, obtain, and accept federal, state or other aid, gifts and donations if any, which may be available for said project and to comply with all laws applicable to said project; to authorize the Selectboard to issue, negotiate, sell, and deliver such bonds or notes and to determine the rate of interest thereon, and the maturity and other terms thereof; and to authorize the Selectboard to take any other action necessary to carry out this vote or to pass any other vote relative thereto. This action shall be a written Yes/No ballot; polls shall remain open and ballots shall be accepted by the moderator for a period of not less than one hour following the completion of
discussion of this article. (3/5 ballot vote required to pass.)

Selectboard  For  Against  Absent

ARTICLE TWELVE: To see if the Town will vote to adopt the provisions of RSA 72:28, Standard and Optional Veterans’ Tax Credit. If adopted, the credit will apply to every resident of this state who is any person who is a veteran, as defined in RSA 21:50, and served not less than 90 days on active service in the armed forces of the United States in any qualifying war or armed conflict listed in this section, and continues to serve or was honorably discharged or an officer who continues to serve or was honorably separated from service; or the spouse or surviving spouse of such resident, provided that training for active duty by a member of the national guard or reserve shall be included as service under this subparagraph; (b) Every resident of this State who was terminated from the armed forces because of service-connected disability; or the surviving spouse of such resident; and (c) the surviving spouse of any resident who suffered a service-connected death. If adopted the credit granted will be $500.00, which is the amount adopted by the Town in 2012.

NOTE: This Article is required because the legislature expanded the eligibility criteria for this credit to include individuals who have not yet been discharged from service in the armed forces.

Selectboard  For  Against  Absent

ARTICLE THIRTEEN: To see if the town will vote to readopt the provisions of RSA 72:62, an exemption from the assessed value for property tax purposes for person owning real property which is equipped with a solar energy system as defined in RSA 72:61. Such solar property tax exemption shall be in the amount equal to 100% of the assessed value of qualifying equipment as defined in RSA 72:61 and as may be amended, but not until such equipment is demonstrated to add to the value of real property based on the determination of the Town Assessor. This readoption is required because in 2020 the legislature voted to expand the definition of solar energy system to include systems which utilize solar energy to produce electricity for a building, including all photovoltaics, inverters, and storage. Such systems may be off grid or connected to the grid in a net metered or group net metered arrangement pursuant to RSA 362-A:9 or in a direct retail sale arrangement pursuant to RSA 362-A:2-a.

Selectboard  For  Against  Absent

ARTICLE FOURTEEN: To see if the Town will vote to adopt RSA 41:14-a, to allow the Selectboard to acquire or sell land, buildings, or both; provided, however, they shall first submit any such proposed acquisition or sale to the planning board and the conservation commission for review and recommendation by those bodies and hold the mandated two public hearings. This article will remain in effect until rescinded by a majority vote.

Selectboard  For  Against  Absent
ARTICLE FIFTEEN: To see if the Town will vote to authorize the conveyance of Tax Map 1, Lot 11-2 (5 acres of the 265 acre former Leavitt property) located on the north side of Greensboro Road, acquired by the Town in 2020, to Twin Pines Housing Trust, or another nonprofit organization, to be developed as workforce housing; on such terms and conditions as the Selectboard may negotiate.

Selectboard    For    Against    Absent

ARTICLE SIXTEEN: To see if the Town will vote to adopt a Rental Housing Ordinance #42 pursuant to RSA 48-A, as prepared, reviewed, and approved by the Selectboard to establish minimum standards governing the condition and maintenance of dwelling units offered for rent with the goal of ensuring that they are safe, sanitary and fit for human habitation; to authorize the inspection of such dwellings and the imposition of penalties for violation of the Ordinance; and to define certain responsibilities and duties of owners and occupants of such dwellings.

Selectboard    For    Against    Absent

ARTICLE SEVENTEEN: To see if the Town will vote to raise and appropriate $10,000 for deposit into the Land and Capital Improvements Fund, an expendable trust, and to fund this appropriation by authorizing the withdrawal of this amount from the Unassigned Fund Balance. The amount appropriated is the equivalent of 50% of the total Land Use Change Tax collected in the fiscal year 2021-2022.

Selectboard    For    Against    Absent

ARTICLE EIGHTEEN: To see if the Town will vote to raise and appropriate $10,000 for deposit into the Conservation Fund, and to fund this appropriation by authorizing the withdrawal of this amount from the Unassigned Fund Balance. The amount appropriated is the equivalent of 50% of the total Land Use Change Tax collected in the fiscal year 2021-2022.

Selectboard    For    Against    Absent

ARTICLE NINETEEN: To see if the Town will vote to raise and appropriate $33,353 for deposit into the Land and Capital Improvements Fund, an expendable trust, and to fund this appropriation by authorizing the withdrawal of this amount from the Unassigned Fund Balance. This corrects the amount appropriated at the 2022 Town Meeting and is the balance of the equivalent of 50% of the total Land Use Change Tax collected in the fiscal year 2020-2021.

Selectboard    For    Against    Absent

ARTICLE TWENTY: To see if the Town will vote to raise and appropriate $33,353 for deposit into the Conservation Fund, and to fund this appropriation by authorizing the withdrawal of this amount from the Unassigned Fund Balance. This corrects the amount appropriated at the 2022 Town Meeting and is the balance of the equivalent of 50% of the total Land Use Change Tax collected in the fiscal year 2020-2021.

Selectboard    For    Against    Absent

ARTICLE TWENTY-ONE: To see if the Town will vote to raise and appropriate $34,065 for deposit into the Municipal Transportation Improvement Fund, a capital reserve fund, and to fund this appropriation by authorizing the withdrawal of this amount from the Unassigned Fund Balance. This
amount is equivalent to the total Transportation Fee surcharge for each motor vehicle registered in the Town of Hanover ($5.00 per vehicle) during fiscal year 2021-2022.

<table>
<thead>
<tr>
<th>Selectboard</th>
<th>For</th>
<th>Against</th>
<th>Absent</th>
</tr>
</thead>
</table>

**ARTICLE TWENTY-TWO:** To see if the Town will vote to raise and appropriate the sum of $2,093,451 and authorize payment into existing capital reserve funds in the following amounts for the purposes for which such funds were established:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ambulance Equipment Capital Reserve Fund with funding to come from the Ambulance Fund</td>
<td>$105,567</td>
</tr>
<tr>
<td>Building Maintenance and Improvement Capital Reserve Fund with funding to be raised through taxation</td>
<td>$199,600</td>
</tr>
<tr>
<td>Dispatch Equipment and Dispatch Center Enhancements Capital Reserve Fund with funding to be raised through taxation</td>
<td>$17,981</td>
</tr>
<tr>
<td>Fire Department Vehicle and Equipment Capital Reserve Fund with funding to come from the Fire Fund</td>
<td>$160,000</td>
</tr>
<tr>
<td>Highway Construction and Maintenance Equipment Capital Reserve Fund with funding to be raised through taxation</td>
<td>$471,840</td>
</tr>
<tr>
<td>Parking Operations Vehicles and Parking Facility Improvements Capital Reserve Fund with funding to come from the Parking Fund</td>
<td>$174,955</td>
</tr>
<tr>
<td>Police Vehicles and Equipment Capital Reserve Fund with funding to be raised through taxation</td>
<td>$120,000</td>
</tr>
<tr>
<td>Road Construction and Improvements Capital Reserve Fund with funding to be raised through taxation</td>
<td>$55,300</td>
</tr>
<tr>
<td>Sewer Equipment and Facilities Improvements Capital Reserve Fund with Funding to come from the Wastewater Treatment Facility Fund</td>
<td>$307,000</td>
</tr>
<tr>
<td>Water Treatment and Distribution Equipment and System Capital Reserve Fund with funding to come from the Water Utility Fund</td>
<td>$481,208</td>
</tr>
</tbody>
</table>

Selectboard | For | Against | Absent

**ARTICLE TWENTY-THREE:** To see if the Town will vote to raise and appropriate $2,495,500 for the purposes listed below, and to authorize funding these amounts by withdrawal from the listed capital reserve funds in the following amounts:

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Maintenance and Improvement Capital Reserve Fund: Howe roof replacement</td>
<td>$200,000</td>
</tr>
<tr>
<td>Fire Department Vehicle and Equipment Capital Reserve Fund: Metal door replacement, phase II</td>
<td>$15,500</td>
</tr>
<tr>
<td>Highway Construction and Maintenance Equipment Capital Reserve Fund: DPW Fleet 12-6 wheel dump with plow, 14-6-wheel dump with plow, 3 sidewalk tractors, 20-ton equipment trailer</td>
<td>$673,000</td>
</tr>
<tr>
<td>Parking Operations Vehicles and Parking Facility Improvements Capital Reserve Fund: parking facility lighting conversion, membrane repair; F550 dump truck</td>
<td>$520,000</td>
</tr>
<tr>
<td>Police Vehicles and Equipment Capital Reserve Fund: police cruiser replacements (4), mobile data terminals</td>
<td>$296,000</td>
</tr>
<tr>
<td>Water Treatment and Distribution Equipment and System Capital Reserve Fund: Greensboro Rd lead abatement, water meter phase 1,</td>
<td>$487,000</td>
</tr>
</tbody>
</table>
Sewer Equipment and Facilities Improvements Capital Reserve Fund  water  $304,000

This will be a non-lapsing appropriation per RSA 32:7, VI and will not lapse until these specified purchases are complete or June 30, 2028, whichever occurs sooner.

Selectboard  For  Against  Absent

ARTICLE TWENTY-FOUR: To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Selectboard and the American Federation of State, County and Municipal Employees Council 93, Local 1348 (Public Works Department employees) on March 6, 2023, which calls for the following increases in salaries and benefits at the current staffing level:

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023-2024</td>
<td>$202,503</td>
</tr>
</tbody>
</table>

And further to raise and appropriate the sum of $202,503 for the 2023-2024 fiscal year, such sum representing additional costs attributable to the increase in the salaries and benefits required by the proposed agreement over those that would be paid at current staffing levels in accordance with the most recent collective bargaining agreement.

Selectboard  For  Against  Absent

ARTICLE TWENTY-FIVE: To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Selectboard and the International Association of Fire Fighters, Local 3288 on March 6, 2023, which calls for the following increases in salaries and benefits at the current staffing level:

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023-2024</td>
<td>$175,226</td>
</tr>
</tbody>
</table>

And further to raise and appropriate the sum of $175,226 for the 2023-2024 fiscal year, such sum representing additional costs attributable to the increase in the salaries and benefits required by the proposed agreement over those that would be paid at current staffing levels in accordance with the most recent collective bargaining agreement.

Selectboard  For  Against  Absent

ARTICLE TWENTY-SIX: To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Selectboard and the American Federation of State, County and Municipal Employees Council 93, Local 3657 (Police Department employees) on March 6, 2023, which calls for the following increases in salaries and benefits at the current staffing level:

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023-2024</td>
<td>$170,176</td>
</tr>
</tbody>
</table>

And further to raise and appropriate the sum of $170,176 for the 2023-2024 fiscal year, such sum
representing additional costs attributable to the increase in the salaries and benefits required by the proposed agreement over those that would be paid at current staffing levels in accordance with the most recent collective bargaining agreement.

Selectboard  For  Against  Absent

**ARTICLE TWENTY-SEVEN:** To see if the Town, per RSA 31:98a, will vote to raise and appropriate $25,000 into the Town’s Annual Contingency Fund for fiscal year 2023-2024.

Selectboard  For  Against  Absent

**ARTICLE TWENTY-EIGHT** To see if the Town will vote to raise and appropriate $28,555,313 to pay the operating expenses of the Town for the 2023-2024 fiscal year, for the purposes set forth in the Town budget. This sum does not include any of the preceding or succeeding articles.

Selectboard  For  Against  Absent

**ARTICLE TWENTY-NINE:** To see if the Town, pursuant to RSA 31:9-b will vote to increase the meeting stipend for the Town Moderator from $100.00 per local election/meeting to $125 per local election/meeting and from $500 per state election to $550 per state election.

Selectboard  For  Against  Absent

**ARTICLE THIRTY:** To see if the town, pursuant to RSA 41:25 will vote to authorize the Selectboard to increase the Town Clerk’s compensation from $11.51 per hour to $15.00 per hour.

Selectboard  For  Against  Absent

**ARTICLE THIRTY-ONE:** To see if the town, pursuant to RSA 31:9-b, will vote to authorize the Selectboard to increase the hourly rate for the Supervisors of Checklist from $11.51 per hour to $15.00 per hour.

Selectboard  For  Against  Absent

**ARTICLE THIRTY-TWO:** To see if the town, pursuant to RSA 674:5, will authorize the Selectboard to appoint a Capital Improvement Program Committee, including at least one member of the planning board, to discuss, prepare and amend a recommended program of municipal capital improvement projects projected over a period of at least 6 years.

Selectboard  For  Against  Absent

**ARTICLE THIRTY-THREE:** To transact any other business that may legally be brought before this Town Meeting.
Given under our hands and seal of the Town of Hanover this 10th day of April 2023.

TOWN OF HANOVER
SELECTBOARD

______________________________  ______________________________
Peter L. Christie, Chair              Nancy A. Carter

______________________________  ______________________________
Athos J. Rassias, Vice Chair         Joanna Whitcomb

______________________________
William V. Geraghty
Part II

Explanatory Information
CHAPTER 1: INFORMATION FOR TOWN MEETING

PART II: EXPLANATORY INFORMATION

What is Town Meeting? All Hanover citizens are encouraged to participate in the yearly Town Meeting, a living example of direct democracy. Town Meeting is a meeting of citizens who come together to form the legislative body of the town. It is held yearly, the second Tuesday in May, to elect town officers, adopt the town budget, and consider other issues that require Town Meeting approval. This year, Town Meeting will be held on Tuesday, May 9, 2023.

What is the Warrant? The Town Meeting agenda is called "the Warrant"; each agenda item is called an "article." The official Warrant precedes this document in Part I. The Warrant includes two sets of articles:

1. Ballot voting (Articles One through Seven): Voting on Articles One through Seven - which includes voting for candidates for office, six amendments to the Hanover Zoning Ordinance proposed by the Hanover Planning Board - is conducted by ballot during the day of Town Meeting (Tuesday, May 9, 2023) from 7:00 am to 7:00 pm, in the Hanover High School gym. The daytime ballot voting is held by secret ballot, referred to as the "Australian Ballot" or the "Official Ballot."

2. Business meeting (Articles Eight through Thirty-Three): Discussion of and voting on Articles Eight through Thirty-Three - including the proposed budget in Article Twenty-Eight - takes place at an open meeting, called the "Business Meeting," which begins at 7:00 p.m. on Tuesday, May 9th, in the Hanover High School gym. At the Business Meeting portion of Town Meeting, citizens sit down together and discuss, modify, and vote.

What if you cannot attend? If you cannot attend Town Meeting:

1. Ballot items: You may vote by absentee ballot on the items decided by Australian or Official Ballot voting by requesting an absentee ballot from the Town Clerk's office at Town Hall and delivering it in person by 5:00 p.m. the day before Town Meeting or postmarked by mail by 5:00 p.m. on the day of Town Meeting.

2. Business Meeting items: You must be present, however, to vote on or contribute to discussion of any Warrant items to be discussed at the Business Meeting. By state law, no absentee balloting is allowed on these items.

How can you register to vote? To become a registered voter, you must be a U.S. citizen, eighteen years or older, and a Hanover resident. Information that must be provided at registration includes name, address (mailing and legal residence), place and date of birth, and proof of citizenship. You may register: (1) in advance at the Town Clerk's Office in Town Hall during regular business hours through Friday, April 28th; or (2) with the Supervisors of the Checklist whose public voter registration sessions are advertised before any election; or (3) at the polls on Town Meeting Day.
What is explained in the rest of this chapter? The rest of this chapter, prepared by the Town staff, provides an explanation of all articles in the Warrant. The official Warrant precedes this document.

BALLOT VOTING ARTICLES ONE - ELEVEN

Voting on Articles One through Seven will be conducted by official ballot on Tuesday, May 9, 2023, from 7:00 am to 7:00 pm in the Hanover High School gym.

Article One: Election of Town Officers

The Selectboard, so named because members are selected on Town Meeting Day, govern the Town and perform most of the Town's legislative functions as prescribed in the Town Charter, outside the legislative role granted voters at Town Meeting by state law. Two three-year term positions, currently held by Peter L. Christie and William V. Geraghty, are up for election in 2023. Peter Christie has filed to run for an additional three-year term and Andrew Carey Callaghan and Jennie Chamberlain have filed to run for the additional seat.

Both the Howe Library and the Etna Library are Town-supported. Each has a Board of Trustees that governs the respective library in areas of fundraising and some program functions, but they are elected differently based on the type of organization originally established. The Howe Library Trustees are elected by members of the Howe Corporation, which is a private, non-profit corporation. The Etna Library, which is the original Town Library, is governed by the Etna Library Trustees, elected by Town Meeting for a three-year term. One Etna Library Trustee is up for election, Elizabeth Storrs has filed to run for a three-year term.

The Trustees of Trust Funds oversee the funds reserved for special purposes, and their responsibilities are governed by state statute. One Trustee position is up for election, Kari Asmus has filed to run for a three-year term.

Note: The following Articles Two through Seven are Amendments No. 1-6 to the Hanover Zoning Ordinance which have been approved by the Planning Board.

Article Two: Amendment No. 1 to the Hanover Zoning Ordinance

To see if the Town will vote to amend the Hanover Zoning Ordinance as proposed by the Hanover Planning Board as Amendment No. 1:

Amendment No. 1 was developed to allow existing student residences to be the renovation, replacement, or expansion of a student residence existing as of May 9, 2023, and to limit the cumulative increase of less than 35% above the May 9, 2023 building footprint. Increases above 35% footprint will require a special exception to be permitted. The amendment also reduces parking requirements for student residences.

Appendix A has the full text of the amendment as it would appear in the Zoning ordinance if adopted.
Article Three: Amendment No. 2 to the Hanover Zoning Ordinance

Signage for Theatres and Places of Assembly with frontage on two or more public streets as proposed by the Hanover Planning Board as Amendment No. 2:

Amendment No. 2 addresses the following: (1) the allowable signage for places of assembly under Section 715.2(C) is insufficient for buildings fronting on multiple public streets; and (2) the sign regulations have not been updated to reflect sign technology advancements, specifically electronic marquees.

This amendment adds language to Section 715.2(C) to increase the number of signs permitted for places of assembly and theaters having frontage and points of entry from more than one public street. A definition of theater is also added in Section 302.

This amendment adds a new section under “Article VII, Accessory Uses” to add electronic marquees with a principal use as a theater. The proposal adds a new definition of “Theater” and adds Theater as a permitted use in the I and D districts.

Appendix A contains the full text of the amendment as it would appear in the Zoning ordinance if adopted.

Article Four: Amendment No. 3 to the Hanover Zoning Ordinance

Allows amendment of provisions within the Main Wheelock District (MWD) to simplify interpretation for developers and administrators as proposed by the Hanover Planning Board Amendment No. 3.

Amendment No, 3 addresses the following: Clarifies the requirements for new building(s) situated frontmost on the lot and the percentage of the building’s front wall that must be constructed in the build-to area. And exempts any additional building(s) on the lot situated behind the frontmost building from the requirement of building a front wall in the build-to area.

Article Five: Amendment No. 4 to the Hanover Zoning Ordinance

Allows for amendments to minimum parking standards to ease the development of additional housing units with reduced impacts to the land as proposed by the Hanover Planning Board as Amendment No. 4.

The proposed changes include a reduction to the parking requirements for residential, downtown, and institutional uses. The benefits of the proposed reduction are the removal of housing development barriers, higher and better uses of land, and reduced impacts on ecological resources.

Appendix A contains the full text of the amendment as it would appear in the Zoning ordinance if adopted.

At a public hearing held on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

Article Six: Amendment No. 5 to the Hanover Zoning Ordinance

Revise definitions to improve consistency with case law and allow mixed use residential in the Downtown District by modifying the appropriate definitions.
Accessory use or building is a use by right in all districts with principal uses. It was important to connect the definition with current case law to avoid legal issues and misinterpretation when issuing permits or making decisions.

The downtown residential definition amendment adds multi-family units as part of downtown commercial use and deletes single-family and duplexes as a permitted use in the Downtown District.

Appendix A contains the full text of the amendment as it would appear in the Zoning ordinance if adopted.

At a public hearing held on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

Article Seven: Amendment No. 6 to the Hanover Zoning Ordinance

Add language to Section 519 Rentals to be consistent with the State adopted fire safety code.

The amendment modifies the occupancy standards by separating un-sprinklered multifamily units from sprinklered multifamily units.

The additional language is shown below:

519 Rentals
519.1 The owner of record of a property containing one or more rental units is solely responsible for compliance with the provisions of this section.

519.2.1 A non-owner-occupied one-family and two-family dwelling and unsprinklered multifamily unit(s) may be rented as a residence for an unrelated family limited to three persons or a related family. No tenant may rent any space to additional roomers.

519.2.2 Fully sprinklered multifamily units may be rented as a residence with a maximum occupancy load of one person per 200 gross square feet, as defined in the current NFPA 101, of unit space. No tenant may rent any space to additional roomers. (Chapters 30 and 31 of NFPA 101)

Appendix A contains the full text of the amendment as it would appear in the Zoning ordinance if adopted.

At a public hearing held on February 28, 2023, the Hanover Planning Board voted to recommend that Town Meeting approve this zoning amendment.

BUSINESS MEETING VOTING
ARTICLES EIGHT THROUGH THIRTY-FOUR

Article Eight: Election of Additional Town Officers

This article includes election of additional Town Officers that do not need to be elected by official ballot. The officials are:

One member of the Advisory Board of Assessors for a term of three (3) years. The Advisory Board of Assessors reviews requests for property abatements and makes recommendations for resolution to the
Selectboard.

Three Fence Viewers, each for a term of one (1) year. The Fence Viewers, dating back to the colonial era, are available to adjudicate property line disputes. While no longer utilized, many New Hampshire towns still elect Fence Viewers to maintain this colonial tradition.

Two Surveyors of Wood and Timber, each for a term of one (1) year. The Surveyors of Wood and Timber also date back to the colonial era and are elected to adjudicate disputes regarding the sufficiency of a delivered cord of wood. While no longer utilized, many New Hampshire towns still elect Surveyors to maintain this colonial tradition.

**Article Nine: Why is the Town asking to borrow $22,000,000 to upgrade the Water Reclamation Facility (WRF)?**

The Town’s WRF discharges treated sewage to the Connecticut River at a quality and flow allowed by a National Pollution Discharge Elimination System (NPDES) Permit which is administered by the US Environmental Protection Agency (EPA). The EPA will be issuing a new permit in 2023 which will require the removal of Total Nitrogen (TN) to a limit the WRF is not capable of achieving. Additionally, some of the facility’s equipment has reached the end of their useful lives and are at risk of failure. There are also several life safety issues that need to be addressed. The project will take several years to complete with expected completion in 2028. The first bond payment will be due in FY29, the year after current bonds which have an annual payment of $606,000 are paid off. Additional funding of approximately $2,000,000 from outside sources will also be utilized. Sewer rates are expected to increase between 12-18% over approximately the next five years to pay for the project. A summary of the facility plan summary is available at: https://www.hanovernh.org/sites/g/files/vyhlif3226/f/uploads/2022_hanover_wrf_selectboard_presentation-final_summary.pdf

The Selectboard voted to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Ten: Why is the Town asking to borrow $7,800,000 to replace water distribution lines?**

When the Town municipalized the Hanover Water Works Company (HWWCo) in 2010, it did so to be able to make needed infrastructure improvements. HWWCo had two State Revolving Fund (SRF) loans which the Town assumed. The first loan was paid off in FY22 opening up new bonding capacity to undertake the first phase of water distribution system replacements without impacting current water rates. The current system consists of over 197,000 feet of pipes with 70% over 60 years old and 33% installed prior to WW2. The water project will target areas in the system with failing mains, poor hydraulics, and areas where lead may be present. In addition to the requested bond funding, project funding will include approximately $2,600,000 from additional outside sources. The first payment on the new bond is expected to be in FY27. Details are available at: https://www.hanovernh.org/sites/g/files/vyhlif3226/f/uploads/water_system_capital_replacement_plan.pdf
The Selectboard voted ________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Eleven: Why is the Town asking to borrow $1,200,000 to purchase a Fire Truck?**

The Town is scheduled to replace Engine #4 in fiscal year 2026. Currently the manufacturer, Emergency One, is experiencing a 29 month backlog in production. Emergency One offers a program that allows Town to lock in a future delivery date at the current price. As fire apparatus have been averaging approximately a 7.5% per year increase, executing a contract this spring will not only get the Town in the que for 2026 but also save the Town approximately $250,000.

The Selectboard voted ________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Twelve: Standard and Optional Veterans’ Tax Credit**

In 2012 the Town voted to increase the veterans tax credit from $50 to $500, the maximum allowed by State statute. In 2022 the State legislature passed HB 1667 which added additional eligibility requirements for “active duty members” and requires all cities and towns to re-adopt RSA 72:28, II if a credit of more than $50 is desired. If this warrant article passes, qualifying veterans will continue to receive the current $500.00 credit.

The Selectboard voted ________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Thirteen: Re-adoption of RSA 72:62 for Solar Energy Exemption**

In 2019 the Town voted to exempt the value of solar arrays from taxation. It is necessary to re-adopt the provisions in RSA 72:62 because of new legislation in 2020 that expanded the definition of solar energy systems to include systems which utilize solar energy to produce electricity for a building, including all photovoltaics, inverters, and storage. Such systems may be off grid or connected to the grid in a net metered or group net metered arrangement pursuant to RSA 362-A:9 or in a direct retail sale arrangement pursuant to RSA 362-A:2-a.

The Selectboard voted ________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Fourteen: Non-tax Deeded Acquisition and Sale of Land**

This is a common tool that most towns in New Hampshire have in place. It enables the Town to more effectively navigate the development of housing or other economic or community uses by allowing decisions to made more frequently than once per year at Town Meeting. This article mandates a public process that requires the involvement of the Planning Board and Conservation Commission, two noticed public hearings, and the ability for 50 voters to defer the decision back to the next Town Meeting.

Because of the goals being drafted through the Sustainable Master Plan Advisory Committee, for example that call for the Town to build or facilitate the construction of more affordable housing units, staff are proposing that this article be adopted so that the Town is better able to meet these important goals.
If the Town adopts RSA 41:14-a as proposed in the Warrant Article, the selectboard would be allowed to purchase or sell a property after submitting the proposed purchase or sale to the planning board, and the conservation commission for recommendation by those bodies and hold two public meetings.

From RSA 41:14-a:

I. If adopted in accordance with RSA 41:14-c, the selectmen shall have the authority to acquire or sell land, buildings, or both; provided, however, they shall first submit any such proposed acquisition or sale to the planning board and to the conservation commission for review and recommendation by those bodies, where a board or commission or both, exist. After the selectmen receive the recommendation of the planning board and the conservation commission, where a board or commission or both exist, they shall hold 2 public hearings at least 10 but not more than 14 days apart on the proposed acquisition or sale; provided, however, upon the written petition of 50 registered voters presented to the selectmen, prior to the selectmen's vote, according to the provisions of RSA 39:3, the proposed acquisition or sale shall be inserted as an article in the warrant for the town meeting. The selectmen's vote shall take place no sooner then 7 days nor later than 14 days after the second public hearing which is held.

II. The provisions of this section shall not apply to the sale of and the selectmen shall have no authority to sell:

(a) Town-owned conservation land which is managed and controlled by the conservation commission under the provisions of RSA 36-A.

(b) Any part of a town forest established under RSA 31:110 and managed under RSA 31:112.

(c) Any real estate that has been given, devised, or bequeathed to the town for charitable or community purposes except as provided in RSA 498:4-a or RSA 547:3-d.

From RSA 41:14-a:

I. If adopted in accordance with RSA 41:14-c, the selectmen shall have the authority to acquire or sell land, buildings, or both; provided, however, they shall first submit any such proposed acquisition or sale to the planning board and to the conservation commission for review and recommendation by those bodies, where a board or commission or both, exist. After the selectmen receive the recommendation of the planning board and the conservation commission, where a board or commission or both exist, they shall hold 2 public hearings at least 10 but not more than 14 days apart on the proposed acquisition or sale; provided, however, upon the written petition of 50 registered voters presented to the selectmen, prior to the selectmen's vote, according to the provisions of RSA 39:3, the proposed acquisition or sale shall be inserted as an article in the warrant for the town meeting. The selectmen's vote shall take place no sooner then 7 days nor later than 14 days after the second public hearing which is held.

II. The provisions of this section shall not apply to the sale of and the selectmen shall have no authority to sell:

(a) Town-owned conservation land which is managed and controlled by the conservation commission
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(b) Any part of a town forest established under RSA 31:110 and managed under RSA 31:112.

(c) Any real estate that has been given, devised, or bequeathed to the town for charitable or community purposes except as provided in RSA 498:4-a or RSA 547:3-d.

The Selectboard voted __________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Fifteen: Conveyance of 5 acres of the 265 acre former Leavitt Property to Twin Pines Housing for workforce housing**

The Town of Hanover has the ability to add much-needed inventory to the workforce housing stock by moving forward with the transfer of ownership to a nonprofit for the development of the Mink Brook Community Forest workforce housing parcel that was approved at Town Meeting in May of 2020. The parcel was acquired as part of the overall Mink Brook Community Forest project and its transfer requires town meeting approval.

The language on the 2020 warrant includes, “approximately four (4) acres will be transferred to Twin Pines Housing Trust for future development of a small cluster of cottage homes for workforce housing, subject to future approval at Town Meeting.”

Now, in accordance with the 2020 vote, we are seeking Town Meeting approval to transfer the land to Twin Pines. Additionally, because zoning has been changed to allow an increase in density for workforce housing and the area transferred to the town turned out to be 20% larger than noted in the 2020 warrant article. Staff has recommended that the selectboard condition the transfer of land subject to public forums to address the project design and density. This forum will include a discussion on how the post COVID construction costs have changed the economic “floor” for this project (what Twin Pines will need to build to be able to financially do the project).

The Selectboard voted __________ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Sixteen: Rental Housing Ordinance #42**

In 2020 voters approved zoning Article 14 that allowed short-term rentals which “... shall become effective only upon the Selectboard adoption of a rental housing inspection ordinance that establishes occupancy standards, and a registration and inspection process for all rental properties.”

Throughout 2022, the Town hosted a series of public meetings and hearings to discuss a possible housing ordinance to improve the safety of rental units in Hanover by creating a basic inspection program that would allow all rental units to be inspected once every three years. The goal of the ordinance, in addition to enbling short term rentals, is to minimize the chance of a loss of property or life due to unsafe rental housing units.
The Selectboard adopted Ordinance #42 on October 17, 2022 only to later determine that under New Hampshire law this ordinance needs to be adopted by Town Meeting. The program is self-funded through a charge to landlords.

You can find the full text of the ordinance in Appendix B of the Town Report. And you can find records of the public meetings, public feedback, earlier drafts of the ordinance, FAQs, and more at: https://www.hanovernh.org/rentalhousing.

The Selectboard voted _____ to support this warrant article during the Pre-Town Meeting public hearing on April 10, 2023.

**Articles Seventeen, Eighteen, Nineteen, Twenty: Land and Capital Improvement Fund and Conservation Fund**

The 1999 Town Meeting voted to create a Land and Capital Improvements Fund and a Conservation Fund, and then annually to consider taking the proceeds from the preceding fiscal year's Land Use Change Tax and distributing one-half to the Land and Capital Improvements Fund and one-half to the Conservation Fund.

Article Eighteen distributes $10,000, equal to one-half of the Land Use Change Tax revenue from the fiscal year 2021-2022 (total of $10,000) into the Land and Capital Improvements Fund. The Land and Capital Improvements Fund can be utilized to purchase land for Town facilities or to assist in the construction or renovation of Town facilities and has a current balance of roughly $30,800 prior to action on this or any other article on this warrant.

Article Nineteen distributes $10,000, equal to one-half of the Land Use Change Tax collected in fiscal year 2021-2022 for deposit into the Conservation Fund. The Conservation Fund has a balance of roughly $151,000 prior to action on this or any other article on this warrant.

Articles Twenty and Twenty-One correct seek to deposit $33,353 each into the Land and Capital Improvement Fund and Conservation Fund to correct the amounts of $5,000 for each fund appropriated at the 2022 Town Meeting and is the balance of the equivalent of 50% of the total Land Use Change Tax collected in fiscal year 2020-2021.

The Selectboard voted _____ to support this warrant article during the Pre-Town Meeting public hearing on April 10, 2023.

**Article Twenty-One: Transfer of Funds Collected into the Municipal Transportation Improvement Fund**

State statute enables New Hampshire communities to establish a Municipal Transportation Improvement Fund, pursuant to RSA 261:153 VI. Such a fund is created by adopting a motor vehicle registration surcharge of up to $5.00, which is collected each time a motor vehicle is registered within the municipality. Town Meeting voted to collect the additional $5.00 surcharge at the May 2000 Town Meeting, as well as to establish the Municipal Transportation Improvement Fund. Proceeds from the Fund are to be used to support eligible local transportation improvement projects such as public transportation initiatives, roadway improvements, signal upgrades, and the development of bicycle and pedestrian paths. This article authorizes the transfer of this surcharge collected in fiscal year 2021-2022.
totaling $34,065 into the Municipal Transportation Improvement Fund. The projected balance in this fund at June 30, 2022 is approximately $49,600.

The Selectboard voted ______ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Twenty-Two: Payment into Capital Reserve Funds**

The Town of Hanover has made a serious commitment to properly funding the capital budget on an annual basis to ensure that Town facilities, infrastructure and equipment are properly maintained, replaced, and improved as required by the needs of the community. Maintaining the discipline to contribute to the Town's various capital reserve funds annually helps to insure a stable growth in the tax rate over time. This article appropriates and authorizes the payment of $2,093,451 into various Capital Reserve Funds. This action is taken as part of the recommended budget for fiscal year 2023-2024, after a careful review of the current funding status and the projected disbursements from each of the Capital Reserve Funds.

The Selectboard voted ______ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Article Twenty-Three: Withdrawals from Capital Reserve Funds**

As noted above, there are several Capital Reserve Funds established to smooth out the budget impact of purchases of significant pieces of equipment and vehicles. Over the past few years, Town staff has made significant progress on the Capital Improvement Plan which now provides a more comprehensive view of future Town capital needs. These purchases are recommended as part of this Capital Improvement Plan. The previous warrant article authorizes the deposit into these several funds while this warrant article authorizes the withdrawal of $2,495,500 from the specified Capital Reserve Funds for purchases of equipment and vehicles, or for other stipulated purposes of the Fund.

The Selectboard voted ______ to support this warrant article during the Pre-Town Meeting public hearing held on April 10, 2023.

**Articles Twenty-Four, Twenty-Five and Twenty-Six: Bargaining Unit One-Year Contracts with Public Works, Police and Fire Union Employees**

The Town has three collective bargaining units. Employees of the Public Works Department are represented by Local 1348 of the American Federation of State, County, and Municipal Employees (AFSCME), the Police Department by Local 3657 of AFSCME, and the Fire Department by Local 3288 of the International Association of Fire Fighters (IAFF).

This year, the Town reached agreement with AFSCME Local 1348, AFSCME Local 3657 and IAFF Local 3288 on one-year collective bargaining agreements for the period beginning July 1, 2023, and ending June 30, 2024. The proposed contracts call for a 5% cost of living adjustment, existing 2% step for those eligible, one-time payments for most staff, as well as several new programs, including paid Family Medical Leave (through the State), merit-based grants for exceptional work, critical staffing payments, vacation sell-back option, hiring and referral bonuses. The IAFF Local 3288 contract also includes a 4% step correction.
These warrants may appear different from prior years due to the assumptions of which costs are associated with the warrant. In the 2022-2023 Collective Bargaining Unit Warrants, only the 3% COLA was included. Based on feedback from counsel and key stakeholders in the 2023-2024 budget process, these warrants now capture all related costs, which include:

- 5% COLA
- 2% Step
- 4% Step Correction – Fire Only
- One-time Payments
- Licensure and Stipends
- Critical Shortage Pay*
- Hiring/Referral Bonuses*
- Vacation Sell-back*
- 50% NH Paid Family Leave Premium*

* These cost items require assumptions of how many employees may participate in a future program that must be estimated.

You can find the complete list of all compensation changes in this year’s Town Report or at hanovernh.org/budget in the “Summary Slides.”

The Selectboard voted 5 - 0 to support all three warrant articles at the March 6th Selectboard meeting and at the April 10, 2023 Pre-Town Meeting public hearing.

**Article Twenty-Seven:** To see if the Town, per RSA 31:98a, will vote to raise and appropriate $25,000 into the Town’s Annual Contingency Fund for fiscal year 2023-2024.

31:98-a Contingency Fund. – Every town annually by an article in the warrant may establish a contingency fund to meet the cost of unanticipated expenses that may arise during the year. Such fund shall not exceed one per cent of the amount appropriated by the town for town purposes during the preceding year excluding capital expenditures and the amortization of debt. A detailed report of all expenditures from the contingency fund shall be made annually by the selectmen and published with their report.

This fund is critical to re-establish, in a transparent format, some cushion for cost overruns throughout the year. Many cost savings were found in this year’s budget by reducing budget accounts that were overbudgeted. Losing that cushion means that we are running “lean” this year, and it is the position of Town staff and the Selectboard that the most appropriate and transparent way to rebuild (it will take several years) a cushion is to establish a contingency fund for any potential cost overruns. The amount in this year’s budget is considerably less than what would be needed but is all that staff felt was appropriate considering the existing tax burden this year.

The Selectboard voted _____ to support this warrant article at the April 10, 2023 Pre-Town Meeting public
The Selectboard voted ______ to support this warrant article at the April 10, 2023 Pre-Town Meeting public hearing.

**Articles Twenty-Nine, Thirty, Thirty-One:** Compensation changes for Town Moderator, Town Clerk, and Supervisors of Checklist
Explanation: It has been over fifteen years since the compensation rate for our election officials has been adjusted at Town Meeting. Although no election official in Hanover seeks the position for the compensation itself, it is important to properly compensate those who incur expenses and perform such vital roles in our government and democracy as our Moderator, Clerk, and Supervisors.

In a recent survey of several towns in New Hampshire, Hanover had one of the lowest pay rates for election officials. Additionally, to ensure that citizens of any financial background may access these public positions, it is key to ensure that the compensation rates are at least updated consistently over time so they don’t lose value because of inflation.

Like staff compensation, this may be another area that would benefit from further review to make sure we are best meeting our needs. However, in the meantime, to prevent falling further behind in compensation, we are proposing pay rate increases. Even though the Town Clerk, per RSA 41:25 is the only position that needs its own warrant article at Town Meeting, we would like to help create some more transparency and fairness going forward and propose listing them together here.

The proposed changes are:

- **Town Moderator:** from $100 per local election to $125 per local election, and from $500 per state election to $550 per state election.
- **Town Clerk:** from $11.51 per hour to $15 per hour.
- **Supervisor of Checklist:** from $11.51 per hour to $15 per hour

The monies to fund these increases are included in the budget as proposed.

The Selectboard voted _____ to support this warrant article at the April 10, 2023 Pre-Town Meeting public hearing.

**Article Thirty-Two: Capital Improvement Program Committee**

State statute requires that a CIP Committee be formed to create and review capital plans if it is not done by the Planning Board. The Planning Board does not do the CIP in Hanover, and in the past, the DPW Director bore the full weight of preparing this plan without broader interaction or support. We would like to create a multi-stakeholder committee that will improve representative feedback/input, alleviate undue burden on this one staff member, and help create more thorough and long-term integrated plans as part of our broader goals of creating a more interactive and open budget process in the following years. Proposed membership includes:

- One planning board representative
- One selectboard representative
- Town Manager
- Finance Director
- Public Works Director
- One finance committee representative
- One community member at-large
The Selectboard voted _________ to support this warrant article at the April 10, 2023 Pre-Town Meeting public hearing.

**Article Thirty-Three: Other Items**

This warrant article allows attendees at Town Meeting to raise any other items for consideration
APPENDIX A

Key Guide:

- Additions of existing text are indicated by *bold italics*.
- Deletions to existing text are indicated by *strikethrough*.

### Full Text of Article Two, Amendment No. 1

405.6 Institution (I)

... B. Uses: all uses in the I district, whether permitted or allowed only by special exception, must relate to the uses of the institution having ownership interest in land in the district.

<table>
<thead>
<tr>
<th>Permitted uses</th>
<th>Uses allowed by special exception</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Accessory dwelling unit, pursuant to 702.1</td>
<td>1. Auto storage</td>
</tr>
<tr>
<td>2. Child day care agency</td>
<td>2. Care and treatment of animals</td>
</tr>
<tr>
<td>3. Education</td>
<td>3. Commercial service</td>
</tr>
<tr>
<td>4. Governmental use: limited to office, public safety, education, recreation, parking</td>
<td>4. Communication/telecommunication facility</td>
</tr>
<tr>
<td>5. Hospital</td>
<td>5. Essential service</td>
</tr>
<tr>
<td>6. Medical center</td>
<td>6. Forestry</td>
</tr>
<tr>
<td>7. Office</td>
<td>7. Governmental use: limited to service</td>
</tr>
<tr>
<td>8. Place of assembly</td>
<td>8. Ground-mounted solar energy system</td>
</tr>
<tr>
<td>9. Recreation, outdoor</td>
<td>9. Hotel</td>
</tr>
<tr>
<td>10. Residential institution</td>
<td>10. Institutional dining facility</td>
</tr>
<tr>
<td><strong>11. Student Residence</strong></td>
<td>11. One-family dwelling</td>
</tr>
<tr>
<td>12. Warehouse</td>
<td>12. Two-family dwelling</td>
</tr>
<tr>
<td>13. Use accessory to permitted use</td>
<td>13. Multi-family dwelling</td>
</tr>
<tr>
<td></td>
<td>14. Park and ride facility</td>
</tr>
</tbody>
</table>
15. Parking facility
16. Passenger station
17. Publishing
18. Research laboratory
19. Restaurant
20. Retail sales
21. Sawmill, temporary
22. Structure associated with outdoor recreation
23. Student residence
24. Use accessory to special exception

¹Use is permitted only for renovation, replacement, or expansion of a student residence existing as of May 9, 2023. Expansion(s) under this category shall be limited to a cumulative increase of less than 35% above the May 9, 2023 building footprint. Applications under this category shall include the lesser of the number of parking spaces existing prior to the renovation, replacement, or expansion of the student residence OR sufficient parking spaces to satisfy the requirements set forth in Article X

²Use is allowed by special exception for new development and expansions resulting in a 35% or more increase in building footprint.

Full Text of Article Three, Amendment No. 2

Modify Section 715.2(C):

C. For places of assembly and institutional buildings not more than two signs are permitted, none of which may exceed thirty square feet in area on each of two sides and not located nearer to a street line than one-half the depth of the required front setback. For places of public assembly having frontage and points of entry from more than one public street, two signs for each public street frontage shall be permitted.

Add Section 715.7

715.7 Electronic marquees
Electronic marquees are an accessory use permitted by special exception in connection with a principal use as a theatre, whereby the use of a marquee to announce programming and events is customarily incidental to such use. Use of an electronic marquee shall be limited to displaying static text or images. Scrolling, flashing or animation effects shall be prohibited. Not more than one electronic marquee shall be permitted per principal use and shall be in addition to the two signs permitted under 715.2 C. The size of the marquee shall comply with the dimensional requirements of Section 715.2 C, except that lawfully existing signs used for this same purpose shall be grandfathered with respect to the dimensional requirements.

Add to Section 302 the following definitions:

Electronic marquee: a sign used to announce programming and events for a theater, the contents of which are created by the use of electronic, remote-controlled display.

Theater: a building or a portion of a building approved for use for motion pictures, dramatic, operatic, or other artistic or cultural performances, and may include food and beverage concessions.

Add Theater to Permitted Uses as follows:

Section 405.2 (B) Downtown (D)

... 

B. Uses:

D-1 Downtown Center district:

Permitted uses: Uses allowed by special exception:

1. Accessory dwelling unit, pursuant to Section 702.1 1. Auto service station
2. Downtown civic 2. Child day care agency
3. Downtown commercial 3. Drive-in facility, other
4. Downtown lodging 4. Essential service
5. Downtown residential 5. Parking facility
6. Theater 6. Passenger station
7. Use accessory to permitted use 7. Use accessory to special exception
D-2 Downtown Edge district:

Permitted uses:  
1. Accessory dwelling unit, pursuant to Section 702.1  
2. Downtown civic  
3. Downtown commercial\(^1\)  
4. Downtown lodging\(^1\)  
5. Downtown residential  
6. **Theater**  
7. Use accessory to permitted use

Uses allowed by special exception:  
1. Child day care agency  
2. Drive-in facility, other  
3. Essential service  
4. Parking facility  
5. Passenger station  
6. Use accessory to special exception

\(^1\)Downtown commercial and Downtown lodging and uses accessory thereto are not allowed above the ground floor in any building in this district.

Section 405.6 (B) Institution (I)

...  

B. **Uses:** all uses in the I district, whether permitted or allowed only by special exception, must relate to the uses of the institution having ownership interest in land in the district.

Permitted uses:  
1. Accessory dwelling unit, pursuant  
2. Child day care agency  
3. Education  
4. Governmental use: limited to office, public safety, education, recreation, parking  

Uses allowed by special exception:  
1. Auto storage  
2. Care and treatment of animals  
3. Commercial service  
4. Communication/telecommunication facility
5. Hospital
6. Medical center
7. Office
8. Place of assembly
9. Recreation, outdoor
10. Residential institution
11. Student Residence\(^1\)
12. Theater
13. Warehouse
14. Use accessory to permitted use
15. Essential service
16. Forestry
17. Governmental use: limited to service
18. Ground-mounted solar energy system
19. Hotel
20. Institutional dining facility
21. One-family dwelling
22. Two-family dwelling
23. Multi-family dwelling
24. Park and ride facility
25. Parking facility
26. Passenger station
27. Publishing
28. Research laboratory
29. Restaurant
30. Retail sales
31. Sawmill, temporary
32. Structure associated with outdoor recreation
33. Student residence\(^2\)
34. Use accessory to special exception
(5) Building front wall in build-to area: For every building, there is a requirement that part of the building front wall be constructed in the build-to area. Existing buildings within the front setback are not required to comply with build-to area provisions set forth below. For new building(s) situated frontmost on the lot, there is a requirement that a percentage of the building's front wall, as detailed in the table below, be constructed in the build-to area. Any additional building(s) on the lot situated behind the frontmost building shall be exempt from the requirement of building a front wall in the build-to area. The difference in the distance between the part of the building front wall in the build-to area and the part of the building front wall out of the build-to area must be at least six feet.

Subsection 5 continued next page

<table>
<thead>
<tr>
<th>Building Length</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to 30 feet</td>
<td>75%</td>
<td>100%</td>
</tr>
<tr>
<td>Over 30 feet long</td>
<td></td>
<td></td>
</tr>
<tr>
<td>With 3 or 4 stories in Build-to area</td>
<td>50%</td>
<td>60%</td>
</tr>
<tr>
<td>With 3 stories in Build-to area &amp; 4th story not in Build-to area</td>
<td>50%</td>
<td>70%</td>
</tr>
<tr>
<td>With 4 stories:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire 1st story in Build-to area; No portion of 4th story in Build-to area; Lengths of 2nd &amp; 3rd stories in Build-to area</td>
<td>60%</td>
<td>80%</td>
</tr>
</tbody>
</table>

Full Text of Article Five, Amendment No. 4

Modify the Schedule of minimum requirements for off-street parking spaces as follows:

1002 Schedule of minimum requirements for off-street parking spaces
1002.1 In all districts off-street parking spaces must be provided as follows:
<table>
<thead>
<tr>
<th>Use categories</th>
<th>Minimum number of off-street parking spaces required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accessory dwelling unit</td>
<td><em>None required</em> 1 additional parking space</td>
</tr>
<tr>
<td>Bed &amp; breakfast</td>
<td>2 for the dwelling unit plus 1 for each bedroom for guests</td>
</tr>
<tr>
<td>Downtown civic</td>
<td>1 for each 600 square feet of gross floor area</td>
</tr>
<tr>
<td>Downtown commercial</td>
<td>1 for each 400 square feet of gross floor area</td>
</tr>
<tr>
<td>Downtown lodging</td>
<td>0.75 for each living accommodation</td>
</tr>
<tr>
<td>Downtown residential</td>
<td>4 + 0.5 for each dwelling unit</td>
</tr>
<tr>
<td><strong>Student Residence</strong></td>
<td>1 for each 4 beds</td>
</tr>
<tr>
<td>Eating and drinking establishments</td>
<td>1 for each 8 beds</td>
</tr>
<tr>
<td>Downtown dining facilities</td>
<td>1 for each 4 beds</td>
</tr>
<tr>
<td>Eating and drinking establishments</td>
<td>1 for each 8 beds</td>
</tr>
<tr>
<td>Institutional dining facility</td>
<td>1 for each 2 persons to be employed in the institutional dining facility</td>
</tr>
<tr>
<td>Restaurant in MWD</td>
<td>1 space per business △</td>
</tr>
<tr>
<td>Fraternities and sororities</td>
<td>1 for each 2 beds</td>
</tr>
<tr>
<td><strong>Residential buildings for students or personnel of an institution</strong></td>
<td>1 for each 4 beds</td>
</tr>
<tr>
<td>Funeral homes</td>
<td>1 for each 75 square feet of public floor space</td>
</tr>
<tr>
<td>Hospitals, nursing, and convalescent homes</td>
<td>1 per 3 beds and 1 for each 1.5 employees based on the highest expected average employee occupancy</td>
</tr>
<tr>
<td>Use categories</td>
<td>Minimum number of off-street parking spaces required</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Industrial, manufacturing, storage, wholesale, nursery, kindergarten,</td>
<td>1 for each 1.5 employees, based on the highest expected average employee occupancy</td>
</tr>
<tr>
<td>elementary and middle schools</td>
<td></td>
</tr>
<tr>
<td>Laundromat in MWD</td>
<td>1 space per business</td>
</tr>
<tr>
<td>Medical center</td>
<td>1 for each employee</td>
</tr>
<tr>
<td>Multi-family in MWD</td>
<td>.5 space per efficiency/studio/one bedroom unit; 1 space per two bedroom or larger units; and 1 space assigned to a vehicle available for rent from a vehicle sharing service may replace any 4 required spaces</td>
</tr>
<tr>
<td>Multi-family, PRD</td>
<td>.5 space per efficiency/studio/one bedroom unit; 1 space per two bedroom or larger unit; 1 space assigned to a vehicle available for rent from a vehicle sharing service may replace any 4 required spaces</td>
</tr>
<tr>
<td>Neighborhood retail sales in MWD</td>
<td>1 space per business △</td>
</tr>
<tr>
<td>One-family dwelling unit</td>
<td>2 per unit</td>
</tr>
<tr>
<td>Places of assembly, the capacity of which cannot be measured in terms of seats</td>
<td>1 for 500 square feet of gross floor area exclusive of storage areas</td>
</tr>
<tr>
<td>(covered skating rinks, bowling alleys, etc.)</td>
<td></td>
</tr>
<tr>
<td>Property management office in MWD</td>
<td>1 space per business △</td>
</tr>
<tr>
<td>Retail sales, commercial services, and office</td>
<td>1 for 400 square feet of gross floor area</td>
</tr>
</tbody>
</table>
Retail sales of furniture, automobiles, of nursery stock and such other goods in such use as usually involve extensive display areas in relation to customer traffic

| Rooming house, motel, hotel | 1 for each living accommodation |

\(\Delta\) This is also the maximum number of spaces that are allowed per business

**Full Text of Article Six, Amendment No. 5**

Amend definitions found within Section 302 as follows:

**accessory use or building**
A building or use subordinate, and or, in light of the general and specific purposes of the ordinance, reasonably incidental and customarily associated with the principal use and building on the same lot. The term “accessory building”, when used in connection with a farm, shall include all buildings customarily used for farm purposes (see Section 707).

**downtown residential**
Residential uses in the Downtown district, which include and are limited to one-family dwelling, two-family dwelling, multi-family dwellings, and multi-family units as part of downtown commercial use.

**Full Text of Article Seven, Amendment No. 6**

Amend Subsection 519.2.1 Rentals as follows:

519.2.1 A non-owner-occupied one-family and two-family dwelling and un-sprinklered multifamily unit(s) may be rented as a residence for an unrelated family limited to three persons or a related family. No tenant may rent any space to additional roomers.

Add new subsection 519.2.2:

519.2.2 Fully sprinklered multifamily units may be rented as a residence with a maximum occupancy load of one person per 200 square feet gross floor area. No tenant may rent any space to additional roomers. (Chapters 30 and 31 of NFPA 101)
APPENDIX B

ORDINANCE # 42
TOWN OF HANOVER
ORDINANCE OF THE SELECTBOARD
ESTABLISHING RENTAL HOUSING ORDINANCE

The Selectboard of the Town of Hanover ordains as follows:

I. **DECLARATION OF PURPOSE:** the Purpose of this Ordinance is:
   1) to establish the minimum standards governing the condition and maintenance of dwelling units offered for rent with the goal of ensuring that they are safe, sanitary, and fit for human habitation,
   2) to authorize the inspection of such dwellings and if necessary the condemnation of dwellings unfit for human habitation and citing penalties for violations, and
   3) to define certain responsibilities and duties of owners and occupants of such dwellings.

II. **TITLE:** This Ordinance shall be known and shall be cited as the "Rental Housing Ordinance of Hanover, New Hampshire."

III. **AUTHORITY:** RSA 48-A:1-13

IV. **DEFINITIONS:** Any term not specifically defined in this Ordinance shall have the meaning implied by its context in the Ordinance or the ordinarily accepted meaning.

**Responsible Party:** an individual identified as the primary contact for the safe operation of a Unit. The Responsible Party will either be the owner or an individual authorized to act on behalf of the owner.

**Unit:** The following are considered Units for the purposes of this ordinance:

1) a "Dwelling Unit(s)" as defined by Town of Hanover Zoning Ordinance Chapter III:

   A single room or group of connected rooms constituting a separate and independent housekeeping establishment for occupancy by an individual or a family, physically separated from any other rooms or dwelling units that may be in the same structure and containing independent and dedicated cooking, sanitary, and sleeping facilities, including prefabricated and modular units that meet all pertinent building code standards and excluding housing for transient occupancy such as a motel, hotel, or rooming house.

   OR

2) An owner-occupied dwelling which is renting a room(s) "without separate cooking
facilities...” as regulated by Town of Hanover Zoning Ordinance Chapter V. Section 519.

V. **APPLICABILITY:** The “Rental Housing Ordinance of Hanover, New Hampshire.” shall apply to any rented Unit within the Town.

VI. **OTHER ORDINANCES:** This Ordinance shall not interfere with or annul any ordinance, rule, regulation, permit, or any other more restrictive code. All rental units shall comply with all applicable state, federal and local ordinances, and regulations, including but not limited to the Hanover Zoning Ordinance, the Hanover Site Plan Review Regulations, RSA 48-a, 153-a, and RSA 155-A, which includes, but is not limited to compliance with the State Fire Code.

VII. **CERTIFICATES OF COMPLIANCE:** It shall be unlawful for anyone to rent, or offer for rent, any Unit without a Certificate of Compliance (“COC”), Interim COC, or Transfer Permit.

A. The Hanover Planning, Zoning & Codes Department (the “Department”) will use its best efforts to notify all known owners of Units of the COC requirements as set forth in this Ordinance, including the requirement to complete an application for an Interim COC within 30 days of receipt of the notice. An Interim COC will be automatically issued by the Department and be valid until there is a transfer of property or a COC is issued.

The failure of the Department to notify an owner of an applicable property of the COC requirements shall not excuse the owner from complying with this Ordinance.

B. Following the issuance of an Interim COC or receipt of a renewal application, the Department will inspect the Unit including all areas that impact egress and common areas where applicable. Inspections will be based on the following to determine compliance with the provisions of this Ordinance:
4. 2018 International Building Code (IBC) with NH Amendments (IRC Ex
5. NH RSA 48-A

C. Following the inspections the Department shall:
1. Issue a COC if the Unit complies with all provisions of this Ordinance; or
2. Issue a violation notice if the Unit does not comply with all provisions of this Ordinance. The notice shall list all violations, order their correction, and establish re-inspection requirements and a date for re-inspection.
D. On or before the date specified in a violation notice, the Responsible Party shall correct all violations. If the Unit complies with all provisions of this Ordinance on re-inspection, a COC shall be issued. If the Unit does not comply with all provisions of this Ordinance on re-inspection, the Department may schedule a subsequent inspection or initiate enforcement action.

E. The initial and renewal COC will be issued for a period of three (3) years from the date of inspection.
F. Nine months prior to the expiration of a COC, the Department will notify Responsible Party of the requirement to submit an application to renew their COC. Such application is required to be submitted six months prior to the expiration of a COC.

G. If the Department does not complete the required compliance inspection prior to the termination date of the existing COC, the existing COC will be extended by the Department by issuing an Interim COC until the required inspection has been completed.

H. In the case of newly constructed rental property for which a Certificate of Occupancy has been issued, the Certificate of Occupancy will serve as the COC and will be good for three (3) years from the date of issuance.

I. Upon conveyance of a property, an application for a Transfer Permit shall be made to the Department and shall be signed by all sellers and buyers. A Transfer Permit will be issued by the Department and require no additional inspections.

J. On the request of Responsible Party, prospective purchasers, real estate brokers, financial institutions, housing agencies, or others with a legitimate interest, the Department will inspect the Unit.

K. The following fees shall be charged:
   1. Application: $50 per Unit*
   2. Inspection: $250 per Unit.
   3. Reinspection: $75 per Unit
   4. Transfer Permit: $25 per Unit.*
   5. Replacement of COC $25.

*a single application and transfer permit is permissible for each multiple unit site.

VIII. ADMINISTRATION AND ENFORCEMENT
A. Staff from the Department, or their designees are hereby authorized to enter and inspect the Unit for compliance. Such inspection shall be made at reasonable times with no less than a 24-hour notice to the Responsible Party, who then shall notify the occupant.

B. In the event that such entry is denied or resisted, the Town of Hanover may seek an Administrative Inspection Warrant or other order from a court of competent jurisdiction for the purpose of making such entry.

C. The Department and its designees shall exercise the powers necessary or convenient
to carry out the provisions of this Ordinance, including but not limited to the following:

1. To inspect the Unit in order to determine if the Unit is unfit for human habitation.
2. To administer affirmations, examine witnesses, and receive evidence.

D. The Department may determine that a Unit is unfit for human habitation if it finds that conditions exist in the Unit which are unreasonably dangerous or injurious to the health or safety of the occupants of the Unit, the occupants of neighboring dwellings or other residents of Hanover.

Such conditions may include the following:

1. Defects which increase beyond normal the hazards of fire, accident, or other calamities.
2. Lack of adequate ventilation, light, or sanitary facilities.
3. Dilapidation, disrepair, or dangerous structural defects.
4. Uncleanliness.
5. Overcrowding.
6. Inadequate ingress and egress.
7. Inadequate drainage.
8. Any violation of other health, fire, or safety regulations.

(RSA 48-A:7)

E. If the Department determines that a Unit is unfit for human habitation, it shall state in writing its findings of fact in support of such determination and shall issue and cause to be served upon the owner and Responsible Party thereof an order which requires the owner, within the time specified in the order, to repair, alter, or improve such Unit to render it fit for human habitation and/or to vacate the Unit.

F. If, during the term of a COC, a petition is filed with the Department by at least ten residents of Hanover charging that any Unit is unfit for human habitation or if the Department has reason to believe that the Unit is unfit for human habitation, the owner and Responsible Party will be notified of the requirement for a new inspection. Such notice will be delivered by certified mail at least ten days prior to the date of inspection.

G. If an Responsible Party is aggrieved by any order of the Department made pursuant to this Ordinance, they may appeal to the Selectboard. The Selectboard shall hold a public hearing upon the appeal, due notice of the hearing having first been given to the Department and to the Responsible Party.

The Selectboard may affirm or revoke the order of the Department, or it may modify it in accordance with its findings. If it shall affirm or modify the order, the Department shall proceed to enforce the order as affirmed or so modified. If the
Selectboard revokes said order, the proceedings shall be terminated. Within thirty (30) days after the Selectboard has given the appellant notice of its decision, as provided by this Ordinance, such appellant or any person aggrieved by such decisions may appeal by petition to the superior court. The burden of proof shall be upon the party seeking to set aside any order or decision of the Department to show that the same is unreasonable or unlawful, and all findings of the Department upon all questions of fact properly before it shall be deemed to be prima facie lawful and reasonable; and the order or decision appealed from shall not be set aside or vacated, except for errors of law, unless the court is persuaded by the balance of probabilities, on the evidence before it, that such order or decision is unjust or unreasonable.

H. Where the Department determines that extreme danger or menace to the occupants or the public health exists, the Department may order immediate correction of such condition to be made or, if the circumstances warrant, may order the occupants to vacate the Unit. If any person so notified, neglects or refuses to comply with an order of the Department, the Department may then declare the Unit unfit for human habitation by issuing to the occupants and the Responsible Party a written order to vacate the Unit within such time as the Department may deem reasonable, and a placard prohibiting continued occupancy or re-occupancy may be conspicuously posted on the Unit.

IX. RESPONSIBILITIES OF RESPONSIBLE PARTY AND OCCUPANTS

A. All Units must be registered with the Department and have a valid and current COC or Temporary COC as required in this Rental Housing Code in order to be occupied.

B. No Responsible Party or occupant shall cause any heating, electrical, hot water equipment or utility to be removed, shut off, or discontinued for any occupied Unit except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.

C. No Responsible Party or occupant shall cause or let a Unit become a Public Nuisance. For purposes of this Ordinance, “public nuisance” shall mean the following:
   1. The physical condition or use of any Unit regarded as a public nuisance at common law.
   2. Any physical condition, use or occupancy of any Unit or its appurtenances considered an accessible nuisance to children, including, but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences, structures or improperly secured buildings.
   3. Any Unit which has unsanitary sewerage or plumbing facilities.
   4. Any Unit designated as unsafe for human habitation or use.
   5. Any Unit which is manifestly capable of being a fire hazard or is manifestly
unsafe or unsecure as to endanger life, limb, or property.

6. The interior or exterior of any unit which is unsanitary, or which is littered with rubbish, garbage, tires or appliances.

7. Any Unit that is in a state of dilapidation, deterioration, or decay, is in danger of collapse or failure, or is dangerous to anyone in or near the Unit.

8. Any Unit with occupancy exceeding limits for the approved use class as established in the State adopted National Fire Protection Association (NFPA) 101, Life Safety Code. The Responsible Party shall advise the occupant in writing by insertion in the lease between the parties, or otherwise, of the maximum number of occupants permitted in the leased Unit.

D. It will be the responsibility of the Responsible Party to abide by the requirements of the New Hampshire Lead Paint Poisoning Prevention and Control Act (R.S.A. 130-A et seq.)

E. It shall be the duty of every Responsible Party to keep the Unit in good and safe condition and in compliance with all applicable codes and provisions of all applicable state laws, regulations and local ordinances.

F. It shall be the responsibility of every Responsible Party to display a copy of the issued COC in the Unit, along with the following information:
   1. The name, mailing address and telephone number of the Responsible Party, who must be available to be reached twenty-four (24) hours per day, seven (7) days per week.
   2. Solid waste and recycling protocol.
   3. The telephone number to call to register complaints regarding the physical condition of the dwelling unit.
   4. Maximum occupancy limit

G. Any person, firm or corporation who violates any provision of this ordinance for which another penalty is not specifically provided shall, upon conviction, be subject to a fine not exceeding the $1,000.00 per RSA 31:39-d. Each day a violation occurs or continues shall constitute a separate offense.
EFFECTIVE DATE

Having held a public hearing, the Selectboard voted to adopt this Ordinance on the _________
day of ____________________, 2022, which shall be the effective date hereof.

IN WITNESS WHEREOF, a majority of the Selectboard have hereunder set their hands.

TOWN OF HANOVER SELECTBOARD

_____________________________  Chair

_____________________________  Vice Chair
March 23, 2023

Town of Hanover Select Board
PO Box 483
Hanover, NH 03755

Select Board Members,

I am writing to request an abatement for Account Number U8017 regarding my household water/sewer bill for the period June 1, 2022 to September 1, 2022.

We have been owner / occupiers of 34 Rayton Road, Hanover since July 2016. Our average quarterly water usage is approximately 1,800 units. Our water usage varies in the particular quarters when we refill our outdoor hot tub, but otherwise our usage is fairly consistent for a family of five. On a dollar comparison, our bills are typically in the $200 to $300 range, which also includes the rate increases over the past eight years.

For the period in question, we received a bill for 20,936 units which totaled $1,840.00. This was not only well-outside the norm for us, but furthermore the house was unoccupied from June 23rd to August 25th, 2022. It is simply not possible for us to have used nearly 21,000 units in that period, especially when no one was home and all plumbing was in satisfactory condition (i.e., no leaky faucets, no soaker hoses or sprinkler systems were in use, etc.).

The Department of Public Works replaced our water meter and sent the original in for testing in September 2022. We paid the $1,840.00 invoice online to remain in good standing with the Town. We were informed the water meter was in good working order which we dispute. A DPW employee also reviewed the interior of our home and the main water line/outflow. No irregularities were reported to us.

We have since received two additional invoices for water usage that are in line with our typical usage:

<table>
<thead>
<tr>
<th>Period</th>
<th>Usage</th>
<th>Total Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/01/2022 – 11/30/2022</td>
<td>2,457</td>
<td>$306.00</td>
</tr>
<tr>
<td>11/30/2022 – 02/28/2023</td>
<td>1,877</td>
<td>$258.00</td>
</tr>
</tbody>
</table>

We are requesting an abatement/future credit of our water bill for the period in question to be more in line with our standard usage, as we believe there was a miscalculation in consumption.
Please let us know if you require any additional information or data.

Regards,

Jacqueline & Ian Marcus