TOWN of HANOVER
NOTICE OF PUBLIC MEETING
SELECTBOARD
Monday, June 5, 2023 at 7:30 PM
Board Room, Municipal Building
41 South Main Street, Hanover, NH

AGENDA

1. Public Comment

2. Recommendation to set Public Hearing on Monday, June 26, 2023 to Review and Consider the Proposed Rate and Fee Schedule for FY 2023/2024

3. Recommendation to set Public Hearing on Monday, June 26, 2023 to Accept the Campion Rink Drainage Easement and to authorize the Town Manager to execute all necessary documents

4. Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents

5. Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conversation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents

6. Organizational Meeting for 2023-2024 Selectboard

7. Review and approval of the Building Code Advisory Committee’s new Building Code Adopting Ordinance

8. Review and Approval of Fire Apparatus Contract and to authorize Town Manager to execute all necessary documents

9. Appointment – Sustainable Hanover

10. Donations – Etna Library
11. Employee Recognition – Captain Josh Merriam, Hanover Fire Department and Norm Bernaiche, Assessing Department

12. Consent Agenda

This is a new agenda category as discussed and guided at the 5/1 Selectboard meeting to accommodate additional “business” approvals that the Selectboard, rather than staff, must approve. The entire consent agenda can be moved in one motion, or any item can be pulled out by a member to be voted on separately. Consent agenda should be done by a roll-call vote. We can adjust what goes in or out of the consent agenda over time as we work to make the best use of time in our meetings.

a. Request by Scott and Ariannah Mirick to rename Jones Street to Old Jones Farms Lane

b. Approval of minutes - May 1, 2023 and May 15, 2023

c. Review and approval of Municipal Lease Purchase Agreement regarding Police Recording Equipment for Dispatch Center and to authorize the Town Manager to execute all necessary documents

d. Approve Classification of Rental Housing Inspector

e. Approve Classification for PT DPW Admin Coordinator

13. Town Reports

a. Town Manager Report

b. Selectboard Report

c. Any other committee report

14. Other Business

15. 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, (A) (C) (E) (L)
Below please find the summary of the agenda items.

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- **Item #4:** Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents | Action Requested

- **Item #5:** Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept a donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents | Action Requested

- **Item #6:** Organizational Meeting for 2023-2024 Selectboard | Action Requested

- **Item #7:** Review and approval of the Building Code Advisory Committee’s new Building Code Adopting Ordinance | Action Requested

- **Item #8:** Review and Approval of Fire Apparatus contract and to authorize Town Manager to execute all necessary documents | Action Requested

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- **10b:** Approval of Minutes – May 1, 2023 and May 15, 2023

- **10c:** Review and approval of Municipal Lease Purchase Agreement regarding Police Recording Equipment and to authorize Town Manager to execute all necessary documents

- **10d:** Rental Housing Inspector/Health Officer Position

- **10e:** Administrative Coordinator

**Town Manager Administrative Updates**

- A quick chat with District 2 Executive Councilor Cinde Warmington
Evening and Saturday bus service? Yes please! Learn about exciting updates at Advance Transit with Adams Carrol and Trish Palao
Employee Spotlight: Let’s meet Hanover’s emergency 911 dispatchers

What are you doing May 22nd? Get hands-on with local housing issues at the Howe!

**Agenda Items**

**Item #2: Recommendation to set Public Hearing on Monday, June 26, 2023 to Review and Consider the Proposed Rate and Fee Schedule for FY 2023/2024 | Action Requested**

Annually Town Staff asks the Board to review and approved the revised Rate and Fee Schedule for the coming fiscal year based on the FY 2023/2024 budget adopted at Town Meeting.

**Action Requested:** Schedule a public hearing on June 26, 2023 to Review and Consider the Proposed Rate and Fee Schedule.

**Item #3: Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept the Campion Rink Drainage Easement and to Authorize the Town Manager to Execute all necessary documents | Action Requested**

The Trustees of Dartmouth College have prepared an Easement Deed regarding Campion Rink Drainage for the Town to accommodate the conveyance of stormwater from the Campion Arena site for the purpose of stormwater infiltration, treatment, and detention which will allow for the installation, construction, reconstruction, operation, maintenance, repair and replacement of stormwater management facilities in the Easement area. Town staff requests this Easement Deed be accepted and that the Selectboard authorize the Town Manager to execute all necessary documents.

**Action Requested:** Schedule a public hearing on Monday, June 26, 2023 to accept the Campion Rink Drainage Easement and to authorize the Town Manager to execute all necessary documents on Monday evening.

**Item #4: Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents | Action Requested**

The Town and Dartmouth College have been working on the above five projects for a number of years. These Easement Deeds that are now ready for recording are housekeeping items from these projects.

**Action Requested:** Schedule a public hearing on Monday, June 26, 2023 to accept the five Easement Deeds listed above and to authorize the Town Manager to execute all necessary documents on Monday evening.
Item #5: Recommendation to Set Public Hearing on Monday, June 26, 2023 to Accept Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept a donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents

|Action Requested|

Please see attached memo on this generous donation of property and funds to help maintain it.

*Action Requested:* Schedule a public hearing on Monday, June 26, 2023 to accept the Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept a donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents on Monday evening.

Item #6: Organizational Meeting for 2023-2024 Selectboard | Action Requested

Monday evening’s meeting constitutes your organizational meeting for the upcoming 2023/2024 year, including the selection of Board Chair, Vice Chair and Secretary. Staff included the 2022 Selectboard Liaison Appointments to be updated.

*Action Requested:* Discuss and select Selectboard assignments and Selectboard Liaison Appointments.

Item #7: Review and approval of the Building Code Advisory Committee’s new Building Code Adopting Ordinance | Action Requested

The Building Code Advisory Committee has reviewed the Building Code Adopting Ordinance and has suggested changes which incorporate the NH State Code changes that became effective on January 1, 2023. These changes include removing outdated references to code editions, and codes currently adopted by the State. No new additional requirements were added.

*Action Requested:* Adopt the new Building Code Adopting Ordinance on Monday evening.

Item #8: Review and Approval of Fire Apparatus contract and to authorize Town Manager to execute all necessary documents | Action Requested

Town meeting approved the purchase of a new fire engine. The Fire Apparatus contract has been received and requires approval for signature. In addition, the Board will need to authorize the Town Manager to execute all necessary documents related to this purchase.

*Action Requested:* Approve the Fire Apparatus contract and authorize the Town Manager to execute all necessary documents related to this purchase.
Item #9: Appointment – Sustainable Hanover | Action Requested

Lynn Sheldon has indicated her interest to serve on the Sustainable Hanover Committee not only as a general committee member but also as the Chair of the Recycling Subcommittee. Yolanda Baumgartner and Judi Cola, co-chairs of Sustainable Hanover endorse this appointment.

Action Requested: Appoint Lynn Sheldon to the Sustainable Hanover Committee on Monday evening.

Item #10: Donations – Etna Library | Action Requested

The Etna Library has received an anonymous donation in the amount of $300.00.

Action Requested: Accept the anonymous donation in the amount of $300.00 to the Etna Library.

Item #9: Employee Recognition – Captain Joshua Merriam, Hanover Fire Department and Norm Bernaiche, Assessing Department

Captain Joshua Merriam of the Hanover Fire Department has completed the U.S. Fire Administration’s National Fire Academy’s (NFA) Managing Officer (MO) Program offered by FEMA.

Norm Bernaiche, Assessing Director, received the Richard L. Prendergast Lifetime Achievement Award from the NRAAO Awards Committee at a recent conference he attended.

Consent Agenda Items

10a. Request by Scott and Ariannah Mirick to rename Jones Street to Old Jones Farm Lane

Scott and Ariannah Mirick have requested to rename Jones Street to Old Jones Farm Lane. All Town departments have been consulted and agree to this request. These may have been done by staff in the past, but for better or for worse, in New Hampshire, this cannot be delegated to staff must be approved by the Selectboard. This is a “friendly” request, meaning it’s at the request of the residents on the street, which in this case, is only those listed. See attached memo.

Action Requested: Approve the name change for Jones Street to Old Jones Farm Lane.

10b. Approval of Minutes – May 1, 2023 and May 15, 2023

Approve prior minutes.

10c. Review and approval of Municipal Lease Purchase Agreement regarding Police Recording Equipment and to authorize Town Manager to execute all necessary documents

The Hanover Police Department has secured a Lease Purchase Agreement for the purchase of police recording equipment for the Dispatch Center. This Agreement will need to be approved on Monday evening.

Action Requested: Approve the Municipal Lease Purchase Agreement regarding police recording equipment and authorize the Town Manager to execute all necessary documents.
10d. Rental Housing Inspector/Health Officer Position

Approve Classification of Rental Housing Inspector. This position has been budgeted since 2020 to administer the Rental Housing Inspection program, which is now enabled from Town Meeting. This position is anticipated to be self-funded through the fees raised. They will work within the Planning Office, report to Rob Houseman and work with other departments such as Fire and Town Manager as necessary. This is full-time exempt Grade 15. Job description is attached.

10e Administrative Coordinator

The Administrative Coordinator position is a temporary part-time position that will process thousands of invoices for DPW annually, perform inventory control and purchasing of consumable products, project financial reporting, and develop and update town GIS layers and maps. It has long been recognized that the current employee’s unique skills who performs these tasks would not be easy to replace. Because they are retiring this year, we are creating this temporary temporary PT position. There are no other financial manager/GIS specialists in the Town (currently).

The plan is that over the coming year, Public Works will collaborate with Finance to reorganize financial aspects of the current position and with Planning & Zoning and Assessing to address GIS upkeep and mapping functions. The current position would be part-time until the replacement position is revised, filled, and the replacement employee is trained, at which point the part-time position would be eliminated. The current employee intends to retire this summer but is offering to provide a part-time transition including training a replacement for up to 1 year. There is no fiscal impact to add this temporary PT position.

Town Manager Administrative Updates

Full Report will be provided for the 6/26 meeting, a couple very quick updates:

- **Town Meeting debrief:** Staff are meeting Monday afternoon on the 5th to review some Town Meeting logistics from this year – good/bad/ideas/suggestions/etc. It would be great to solicit feedback from SB members tonight and I can compile all the feedback into a memo for either the second meeting in June or first in July as an “after action” and ideas for next year.

- **Town Meeting/DRA Approval:** Everything has been submitted to the State and approved, with the exception of one item that is pending committee assignments, and they are aware and fine that those will be coming in the next 1-2 weeks once we discuss and decide tonight.

- **Town hall Hedges:** They have been removed per our prior discussions. Our business community is very excited and supportive of the project, and this is a great step towards not only helping support our downtown merchants, but the Town creating more public gathering spaces, a need identified strongly in the Sustainable Master Plan Advisory process, as well as our Downtown Hanover meetings. We will be replanting new hedges and grass as well as installing tables in the coming week or two. This is the first phase, and the second phase (next year) would be a more permanent and nicer-looking setup. Suggestions welcome!

- **Summer Hours:** I will have an update on summer hours for staff Monday night and a tentative schedule for Town Hall and most other building hours that will go into effect for July and August as part of a pilot program. After getting enthusiastic buy-in from the necessary stakeholders such as the collective bargaining unit, DPW summer hours are going into effect June 5th, this will in part help the extreme staffing shortages that they are facing and which is impacting our ability to do as much construction project work this summer as we would like to. These hours should help with that, and overall, are meant to help relieve some pressure on our staff and pilot ways that may not just improve morale and productivity, but depending on future configurations, could improve public access to certain facilities and services too.

- **Mink Brook Community Forest:** I’ve spoken with Andrew Winter from Twin Pines and Rob Houseman, and we think the best way to proceed is to have Andrew come in at the 6/26 SB meeting to do a quick overview of Twin Pines and their other local projects, values, and goals, and a general potential timeline for the project. Additionally, we would then discuss some initial thoughts on contract terms, which was a requirement from Town Meeting that
the Selectboard create, about the conveyance of the property in nonpublic. Those items will ultimately be discussed in public as well, but as is standard practice the SB should discuss terms of legal contracts in nonpublic first.

We also have a host of great new Hanover Happenings episodes:

You can find all of the below episodes wherever you listen to podcasts such as Apple, Spotify, Amazon, Castbox, Stitcher, and more.

A quick chat with District 2 Executive Councilor Cinde Warmington

In this episode I sit down with Cinde Warmington, the District 2 Executive Councilor, representing Hanover. The Executive Council is a unique structure at the state government level in New Hampshire. We talk a little bit about what the Executive Council is and how Cinde’s office can help you, if you are having an issues with a state government department, for example. We also talk about how you can volunteer at the state level!

You can learn more about the Executive Council here: https://www.nh.gov/council/.

You can contact Cinde directly here either with an interest in volunteering or if you need help with a state agency/department: https://www.nh.gov/council/districts/d2/index.htm.

Listen here

Evening and Saturday bus service? Yes please! Learn about exciting updates at Advance Transit with Adams Carrol and Trish Palao

In this episode I sit down with Adams Carroll and Trish Palao at Advance Transit to talk about upcoming service expansions (Evenings and Saturday!), new electric buses and other sustainability efforts such as rainwater harvesting, how strong public transit systems can help create community spaces, how AT is funded, the future of transit in the Upper Valley, and so much more.

A big thank you to the drivers, staff, volunteers, and donors who help make Advance Transit’s fare-free system possible to provide connectivity in our rural area. Hanover committed to proposing, and ultimate approved, new funding in the FY 23/24 budget to help facilitate other stakeholder contributions to enable increase in service hours. These new service hours should be coming in Fall 2023, and include two-hour later weekday service, and a new Saturday service. Learn more about the wonderful service expansions AT is considering that will help better connect people in the Upper Valley: https://advancetransit.com/plan/.

Listen here

Employee Spotlight: Let’s meet Hanover’s emergency 911 dispatchers

We go behind the scenes at the Hanover Police Department’s Regional Dispatch Center, which serves over 60 agencies in more than 20 communities across the Upper Valley of New Hampshire and Vermont.

In this episode, I take you behind the scenes where we meet half-dozen of Hanover’s professional, empathetic, and knowledgeable emergency dispatchers. We’ll learn about how things work on their end when they get a 911 call, what kind of technology has changed over the years, tips on how best to interact with 911 (Hint: call early!), what sort of emergencies they can help people with (Hint: all of them), how it feels to be the person responsible for so much, some fond memories from long serving employees, and how to get your horse unstuck from a fence. Thank you to all of our dispatchers and first responders everywhere.

If you or anyone you know is facing an emergency or crisis, no matter where you are or what it is, you can always dial 9-1-1, and someone will help get you whatever assistance you may need.

Listen here
What are you doing May 22nd? Get hands-on with local housing issues at the Howe!

On Monday, May 22nd at 7pm at the Howe Library the Town is hosting a unique hands-on way to get involved in helping shape the future of housing in Hanover.

In this quick episode, I talk with Planning Director Rob Houseman about this cool workshop that is part of a $75,000 grant the Town recently received to help us evaluate and modernize how we regulate and plan the future of housing in our community.

A lot of great public participation through the Sustainable Master Plan Advisory Committee and the Planning Board has got us to the point we are at now where we are making important updates to our zoning and land use. This workshop continues the progress and public participation, with both in-person and remote options available. See below for more information and we hope you will consider participating!

**How Do I Participate?**

The event already happened, but you can find more information from the presentation on our website shortly (will be posted on the home page).

[Listen here](#)
After recording return to:
Trustees of Dartmouth College
c/o Daniel Justynski
4 Currier Place, Suite 305
Hanover, NH 03755

EASEMENT DEED
(Campion Rink Drainage))

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 City of Lebanon, 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 Map/Lot 5/1, 8/27, and 8/28 on the City of Lebanon tax maps, located in the City of Lebanon, Grafton County, New Hampshire, and shown as the Permanent Drainage Easement Area of 39,885 +/- square feet (“Permanent Drainage Easement Area”) on the plan prepared by Pathways Consulting, LLC, dated March 28, 2023, and entitled “Easement Plan for Town of Hanover – Hanover Improvement Society – Campion Rink” (“Easement Plan”), to be recorded herewith.

2. Property Benefited by Easement. The property benefited by this Easement consist of premises shown as Map/Lot 5/2 on the City of Lebanon Tax Maps, located in the City of Lebanon, Grafton County, New Hampshire and identified on the Easement Plan (“Benefited Property”).

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 purpose of the within granted Easement is to accommodate the conveyance of stormwater from the Campion Arena site for the purpose of stormwater infiltration, treatment, and detention in accordance with a design approved by the City of Lebanon and other applicable authorities.
This Easement shall be for the installation, construction, reconstruction, operation, maintenance, repair, and replacement of stormwater management facilities in the Easement Area as shown in more detail on the Easement Plan. Located within the Easement Area and shown in more detail on the Site Plans prepared by Pathways Consulting, LLC, dated 10/10/2022, proj. no. 10571, Sheets 3, 5, and 7, which plans were approved by the Lebanon Planning Board on December 19, 2022 in connection with its approval PB 2022-44-SPR, are certain improvements (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of the Town. Grantee shall access the Easement Area from the Benefitted Property for all purposes in connection with the exercise of the within granted Easement.

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. 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 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.

   [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: _______________
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.
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 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 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 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: ___________________
After recording return to:
Trustees of Dartmouth College
c/o Timothy McNamara
Hinman Box——Hanover, NH 03755

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 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.

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 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 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: ___________________
Memo

To: Hanover Selectboard
From: Robert Houseman, Director of Planning Zoning and Codes
Date: May 22, 2023
Subject: Transfer of Baum Conservation Property to the Hanover Conservation Commission

I am writing to bring to your attention the proposed transfer of the Baum Conservation Property to the Hanover Conservation Commission. This memo outlines the details of this transfer.

The process for the Conservation Commission to accept a gift of land is straightforward:

**36-A:4 Powers.** I. Said commission may receive gifts of money, personal property, real property, and water rights, either within or outside the boundaries of the municipality, by gift, grant, bequest, or devise, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the city or town, subject to the approval of the local governing body, by purchase, the fee in such land or water rights within the boundaries of the municipality, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations, or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes.

As long as it is not spending money, no hearing on the acceptance of the land is required, though it’s certainly never a bad idea for the Conservation Commission to hold a hearing. Regardless of whether they do, someone will need to present the proposed gift to the Selectboard at a meeting and get
them to vote to approve the acceptance of the property. The BOS should also designate Alex as the person authorized to sign the acceptance on the deed.

Background:

The Baum Conservation Property, located in Hanover, was first purchased by the town to conserve. The town held it until a conservation-focused buyer could be found. Fortunately, Jim and Carol Baum purchased the property and granted a conservation easement on the property to the Town of Hanover. With Jim Baum's death in February, the Family is hopeful that the town, through the Conservation Commission, will accept the gift of the Baum property. This property has long been recognized as an invaluable natural resource for our community, with its diverse ecosystems, scenic beauty, and trail system. Over the years, town staff has actively monitored its easement, and the Conservation Commission has managed this property, ensuring its preservation for future generations.

In addition, Carol Baum, through their foundation, will be donating $50,000 to fund the maintenance and upkeep of conservation lands in Hanover, including the Baum Conservation property.

Recommendation:

I recommend that the Hanover Selectboard endorse the transfer of the Baum Conservation Property to the Hanover Conservation Commission and schedule a hearing on excepting this gift.

This transfer will enable the Commission to carry out its mission more effectively, engage the community, and ensure the long-term conservation of this valuable resource.

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me.
2022 SELECTBOARD LIAISON APPOINTMENTS

The Hanover Selectboard reviewed and completed Board & Committee liaison representative designations at their meeting on Monday, May 16, 2022 with the following designations:

Advisory Board of Assessors
- Joanna Whitcomb
- Peter Christie, Alternate

Bike/Pedestrian Committee
- Joanna Whitcomb
- Athos J. Rassias, Alternate

Conservation Commission
- Peter L. Christie

Hanover Finance Committee
- William Geraghty
- Peter L. Christie, Alternate

Hanover Improvement Society
- Peter L. Christie

Howe Library Board of Trustees
- Nancy Carter

Parks and Recreation Board
- William Geraghty

Planning Board
- Nancy Carter
- Peter L. Christie, Alternate

Trescott Company
- Peter L. Christie
- Athos Rassias

Upper Valley - Lake Sunapee Regional Planning Commission
- Christopher Kennedy
- Jennie Chamberlain
- Vacancy

(Town Manager can also attend in lieu of Board member)
Date: June 1, 2023

To: Town Manager/Selectboard

From: Ryan Borkowski, Building Inspector
(603) 640-3216

Re: Building Code Adopting Ordinance Update

On January 3rd, 2023, the latest adopted editions of the State Building Code went into effect. This necessitated the Town looking at its adoption ordinance and making any necessary changes to ensure we were not in conflict with our existing ordinance language. Additionally, since the last revision was in 2008, the Building Code Advisory Committee reviewed the ordinance for formatting, consistency in terms, and overall readability.

In NH the building codes are adopted at the state level. The local adopting ordinance provides the administrative framework for the town. Towns may adopt additional, more restrictive requirements but cannot enforce less than the state minimum codes. There are no additional/new requirements proposed. This round of amendments is to clean up language, terminology, reformat and bring the ordinance up to date with the current (2018) NH codes already in effect.

Authority to amend the Ordinance as needed was granted to the Selectboard at Town Meeting in 2001:

ARTICLE TWENTY: To see if the Town, as authorized under Section 7 of the Charter of the Town of Hanover (1963, N.H. Laws, Chapter 374, as amended), will vote to delegate to the Board of Selectmen, and authorize them to exercise, the power granted to the Town under RSA 674:51 and RSA 674:52, as those statutes may be amended from time to time, to enact and amend a local building code for the construction, remodeling and maintenance of all buildings and structures in the Town. A motion was made by Selectman Baschnagel that the Town, as authorized under Section 7 of the Charter of the Town of Hanover (1963, N.H. Laws, Chapter 374, as amended), will vote to delegate to the Board of Selectmen, and authorize them to exercise, the power granted to the Town under RSA 674:51 and RSA 674:52, as those statutes may be amended from time to time, to enact and
amend a local building code for the construction, remodeling and maintenance of all buildings and structures in the Town.

The motion was seconded by Selectman Connolly.

Selectman Baschnagel explained that the Selectmen have periodically been reviewing and amending the Building Code Adopting Ordinance to match the Codes as they evolve over time. He said that it was brought to their attention this past year that the State had passed an Ordinance after the Selectmen started amending the Ordinance that required Town Meeting to authorize that power to the Selectmen. He said that this Motion was intended to give the Selectmen the power to continue to do what they have been doing for over 15 years.

There being no further discussion, a voice vote was taken on Selectman Baschnagel’s motion. The motion PASSED and Article Twenty was ADOPTED.

Overview of changes:

- Declaration Of Purpose: correct the terminology to ordinance (erroneously called Code).
- Section 1 Revise terms as appropriate (Selectboard, Adopting Ordinance), clarify applies to renovations and alterations, specifically list each code adopted by NH individually and removes outdated reference to 2006 or per latest edition that was confusing, updates State links to codes and State amendments.
- Section 2-5 (No changes)
- Section 6 Revise to correct for full name of department.
- Section 7 Correct term, Dept. title, update Town website link, correct extension to time allowed by code.
- Section 8 (No changes)
- Section 9 Update with link to portal for amendments, clarify basic language, correct Dept. title.
- Section 10 (No changes)
- Section 11 Revise to reflect proper terminology (Certificate of Occupancy/Completion), Dept. title, selectboard.
- Section 12 Dept. title correction, delete “whichever is earlier” as unnecessary.
- Section 13 Dept. and official titles corrected.
- Section 14 Delete redundancy/formatting Appendix A, B & C. appendix A proper terms, Appendix B Adjust permit refund fee to align with town past and present policy, Appendix C Proper terms, delete outdated reference to reinspection fee and reference current adopted Rate and Fee Schedule.
- Section 15 Amendments Reformat, correct code sections cited, remove amendments no longer needed as are reflected in current adopted state code amendments, reformatted the amendments for plumbing and mechanical codes, updated table R301.1(1) to comply with current NH state codes.
- Add Appendix A Informational list of codes adopted by NH. Adding appendix allows updating as State changes without needing to revise ordinance each time.
- Add Appendix B. Informational- helpful links to applicants to be aware of other local requirements that could be involved with a construction project.
May 2, 2023

Ryan Borkowski, Rob Houseman, and the Hanover Selectboard
Town of Hanover
PO Box 483
Hanover, NH 03755

Dear Ryan, Rob, and Hanover Selectboard,

The Building Code Advisory Committee has finished with its review and suggestions for the new Building Code Adopting Ordinance. The suggested changes incorporate the NH State Code changes that became effective January 1, 2023, and include removing outdated references to code editions, and capturing, via an appendix, the codes currently adopted by the State. Other changes were made to simplify and clarify the existing Ordinance. No new additional requirements added. We recommend the draft, with notes regarding a few updates, emailed by me to Ryan on 4/19/23 at 6:05 pm, and after adding the appropriate adoption dates, be adopted by the Town as soon as is convenient.

Thanks, as always for your service to the Town, and sincerely,

Bruce R. Williamson
Chair - Building Code Advisory Committee
Building Code Adopting Ordinance

Adopted January 22, 1973
Amended through December 15, 2008
TOWN of HANOVER
NEW HAMPSHIRE

Building Code
Adopting Ordinance

Month day, year

Adopted by Selectboard: January 22, 1973

Amended:
04/25/77 05/08/01 Town Meeting delegates to Selectboard ability to enact & amend
01/21/80 09/01/01
06/02/86 08/06/01
05/08/89 10/17/05
02/26/90 09/18/06
06/17/91 12/15/08
06/07/94 XX/XX/23
ORDINANCE #15
TOWN OF HANOVER

ORDINANCE OF THE BOARD OF SELECTMEN SELECTBOARD

The Board of Selectmen Selectboard of Hanover, New Hampshire ordain as follows:

BUILDING CODE ADOPTING ORDINANCE

Be it ordained by the Board of Selectmen of the Town of Hanover:

Declaration of Purpose: The purpose of this Code ordinance is to establish uniform rules and regulations for the construction of buildings within the corporate limits of the Town of Hanover. This Code ordinance is not intended, nor shall it be construed, to create a duty on the part of the Town of Hanover or its officials, employees, or agents to protect the health, safety or economic interests of any person or entity; and no person or entity shall have the right to rely on this Code ordinance, or any action taken or not taken hereunder, as a basis to assert any claim for any loss, damage, or expense against the Town, its officials, employees or agents.

Section 1. Adoption of Codes by Reference: Pursuant to RSA 674:51 the Board of Selectmen Selectboard of the Town of Hanover hereby references the following building codes and amendments thereto. These codes shall be known as the Hanover Building Code (or Building Code) and establish rules and regulations for the construction of buildings within the corporate limits of the Town of Hanover. Where any provision of this Building Code Adopting Ordinance conflicts with State law, State law will supersede unless provided for within this Ordinance or the provisions of the Adopted Codes.


 d. International Existing Building Code (IEBC)

e. International Energy Conservation (IECC)


g. International Plumbing Code (IPC)


i. International Swimming Pool & Spa Code (ISPSC)

See Section 15 for the Town of Hanover's amendments to these codes are attached. A copy of each of the Codes, with the amendments, is on file in the Town Clerk's Office and the Planning, & Zoning & Codes Department.

The NH State Building of New Hampshire's amendments to these Codes (including edition dates) may be found at:
https://www.nh.gov/safety/boardsandcommissions/bldgcode/nhstatebldgcode.html

The NH State Building Code Amendments may be found at:
https://www.nh.gov/safety/boardsandcommissions/bldgcode/bldgexhibits.html

Section 2. Applicability of Building Code: "Name of jurisdiction" shall mean "Town of Hanover". The Building Code shall apply in its entirety to all buildings. In one- and two-family dwellings the Town of Hanover also requires hard-wired heat detectors (spaced per manufacturer’s instructions) interconnected to a smoke detector system for garages attached to, or within 5 feet of, a habitable space.

Section 3. Legal Status: The adoption of this ordinance shall not affect any suit or proceeding now pending in any court, nor shall it affect any legal decision reached prior to its adoption.

Section 4. Inconsistent Ordinances Repealed: Any ordinance or code in force at the time that this ordinance shall take effect, and inconsistent herewith, is hereby repealed.

Section 5. Separability: If any portion of this ordinance is legally judged to be invalid or unconstitutional, it will have no effect on the remainder of the ordinance.

Section 6. Applicable Local Ordinance and State Laws Supersede Code Provisions: Matters included in the Code but regulated by other applicable local ordinances or State laws will not be enforced by the Planning, & Zoning & Codes Department unless such ordinance or State law requires such enforcement.

Section 7. Building Permits:
a. Before beginning any work, except as exempted elsewhere in this ordinance, the owner or his authorized agent shall secure a building permit from the Planning, & Zoning & Codes Department in accordance with the applicable building code. Applications:  nh-hanover.civicplus.com/261/APPLICATIONS

b. Upon approval by the Planning, & Zoning & Codes Department a permit Card will be issued to the owner (or owner’s authorized agent). This card permit shall be posted in a conspicuous location, visible from the street, for the duration of construction.

c. A building permit shall be valid for two (2) years. If the project is not completed within two (2) years, a written request for a one-time 6-month extension of the time of completion shall be submitted to the Building Inspector Official for approval. If the project is not completed by the approved extension date, a new permit must be obtained for the outstanding work.

Section 8. Annual Permits: In accord with IBC Section 105.5, in order to expedite the processing of numerous small building permit projects for a single owner, those institutions or others who employ on a regular basis licensed architectural and/or engineering personnel, and maintenance staff responsible for the performance of work, may obtain a single blanket permit, filed monthly, for the following types of work:

a. **Electrical**: Any work not involving more than ten (10) device or outlet changes in concealed wiring.

b. **Plumbing**: Any work not involving more than six (6) new drainage fixture units, including the necessary concealed piping.

c. **Mechanical**: Any work not involving more than the required equipment, duct work, piping, etc. for improving conditions in 300 square feet of gross floor area.

d. **General Construction**: Any work up to 500 square feet of gross floor area, which does not include items involving structural work or life safety concerns.

Section 9. Amendments to Building Permits: Any application for an Amendment of Approved to a Building Permits (hanover.portal.iworq.net/HANOVER/new-permit/600/661) shall be submitted in writing to the Planning & Zoning Department, with appropriate adjustments to the permit fee. An amendment is required for any changes in building location, footprint, structure, exiting, exit ways, life safety provisions, or significant changes in plumbing, electrical, mechanical, etc. Approval shall be granted before work is commenced on the proposed changes. For other than one- and two-family dwellings, it shall be the determination of the Planning, and Zoning & Codes Staff whether the proposed changes merit an amendment to the existing approved permit or require a new application submission.

Section 10. Work That May be Done Without a Building Permit on Existing Buildings or Structures: Work consistent with Section 105.2 (work exempt from permit) of the
International Building Code or Section R105.2 (work exempt from permit) of the International Residential Code for One- and Two-Family Dwellings. Replacement of roof covering with same materials only is exempt from a permit.

Section 11. Certificate of Occupancy/Completion: When a Building Permit is required on any building project under this ordinance, such building project shall not be used or occupied, in whole or in part, as provided for in Section 1, until the Certificate of Occupancy/Completion shall have been issued by the Planning, Zoning & Codes Department, unless approved in writing. No Certificate of Occupancy/Completion shall be issued by the Planning, Zoning & Codes Department unless approved in writing. No Certificate of Occupancy/Completion shall be issued unless there is compliance with the Building Code Ordinance, Zoning Ordinance, Subdivision Regulations, and Site Plan Review Regulations, as required by RSA 676:13, I. All provisions contained in any of the national codes adopted under Section 1 relating to Certificates of Occupancy/Completion shall be enforced by the Planning, Zoning & Codes Department. A Partial/Temporary Certificate of Occupancy/Completion, as provided for in the International Building Code, may be issued for a period not to exceed thirty (30) days which may be extended at the discretion of the Planning, Zoning & Codes Department pursuant to RSA 676:12, III. The additional inspections required in order to issue a Temporary Certificate of Occupancy/Completion shall be paid for as established in the Rate & Fee Schedule adopted by the Board of Selectmen.

Section 12. Enforcement and Penalties: This ordinance shall be enforced by the Planning, Zoning & Codes Department. In addition to any other remedies available to the Town, specifically including those under RSA 676:15, any person who violates this Ordinance:

a. Shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person.

b. Shall be subject to a civil penalty not to exceed $275.00 ($550.00 for subsequent violations) for each day that such violation is found to continue after the date on which the violator receives written notice from the municipality that he/she is in violation, whichever is earlier.

c. No action may be brought under this provision unless the alleged offender has been served with written notice which clearly sets forth the nature of the violation with reference to specific provisions of the Building Code. (A posted Stop Work Order constitutes such notice.)

Section 13. Board of Appeals: The Board of Appeals shall be the Hanover Zoning Board of Adjustment (per RSA 673:1, 673:3). Any person aggrieved by a decision of the Planning, Zoning & Codes Department may appeal such decision to the Board of Appeals. The Building Code Board of Appeals shall have the power, upon an appeal filed with it by any person aggrieved by a decision of the Building Inspector dealing with the Building Code, to vary the application of any provision of the building code to
any particular case when, in its opinion, the enforcement of the building code would do manifest injustice and would be contrary to the spirit and purpose of the building code and the public interest (RSA 674:34).

Any appeal to the Board of Appeals shall be taken within fifteen (15) days of the date of the decision, except for decisions that a violation exists. With regard to decisions by the Planning, & Zoning & Codes Department that there has been a violation of the Building Code, the applicant and/or contractor shall have seven (7) days from the receipt of the Notice of Violation to appeal the decision of the Planning & Zoning Department. The time, notice and manner of the hearing before the Board of Appeals shall conform to the same requirements as a hearing before the Zoning Board of Adjustment. Any person aggrieved by a decision of the Board of Appeals may appeal such decision to the Superior Court for Grafton County.

Section 14. **Appendices:** The following appendices are attached hereto:

- Appendix A – Application for Building Permit
- Appendix B – Schedule for Processing Building Permit Applications
- Appendix C – Procedures for Handling Non-compliance

Section 15. **Amendments:** The following amendments are attached hereto:


Section 16. **Effective Date:** This Ordinance shall take effect as of December 15, 2008.

**APPENDICES**

**Appendix A. Application for Building Permit:**
Application for a permit shall be made to the code Building Official and shall be accompanied by one complete set of plans and specifications showing the work to be done. Additional sets of plans shall be provided for, by the applicant, if required by the Planning, & Zoning & Codes Department. All plans shall bear the seal of an architect or engineer.
licensed by the State of New Hampshire, except for single one- or two-family residences; or any structure which does not have as its principal structural members reinforced concrete or structural steel, and is two and one-half stories or less, and is 4,000 square feet or less in area, and is not a building of assembly, church, hospital, or school use.

Appendix B. Schedule for Processing Permit Application:
Upon submission of a complete application, the code Building Official shall act to approve or deny a Building Permit within thirty (30) days, provided however, that non-residential applications encompassing more than two (2) dwelling units shall be approved or denied within sixty (60) days.

An application which is incomplete shall be deemed abandoned if no further action is taken by the applicant within 180 days after the original filing. All material furnished will be returned to the applicant upon written request. If construction is not started within 180 days after the date of approval of the permit, the job will be considered abandoned and twenty-five (25%) fifty (50%) percent of the Building Permit fee will be returned to the applicant upon written request. If an application is withdrawn after Code Review is conducted, but prior to permit issuance, twenty-five (25%) fifty (50%) percent of the Code Review fee will be returned to the applicant upon written request. [This is NOT in the Rate & Fee Sch]d]

Appendix C. Procedure for Handling Non-Compliance:
The owner/owner’s representative shall obtain an appointment for an inspection before any work is covered to determine Building Code compliance. If the code Building Official finds work covered, the contractor shall owner/owner’s agent shall, upon request, uncover the work for inspection. If an the owner/contractor owner’s agent is not available at a scheduled inspection, the owner/owner’s agent may be charged a fee as established in the current Rate & Fee Schedule as adopted by the Board of Selectmen Selectboard to cover the Planning, & Zoning & Codes Department costs and the required inspection will be required to be rescheduled immediately-the required inspection.

If the code Building Official determines that work is proceeding without the required inspections being requested, the Building Permit will be suspended, and the code Building Official shall remove the Permit Card from the project, and no further work shall be done under the Building Permit until the suspension has been lifted. Reinstatement of the Building Permit will require the contractor owner/owner’s agent to pay to the Planning, & Zoning & Codes Department $100 the fees as established in the current Rate & Fee Schedule as adopted by the Selectboard. a sum equal to one half of the original permit fee or fifty dollars ($50.00), whichever is greater two hundred dollars ($200) for each required inspection. [Is fee is NOT in the Rate/Fee Sch]d]. The number of inspections will be determined by the Building Official.

The provision of this Appendix shall equally apply to the owner if the owner is performing the work on the building or structure.

Section 15. Amendments:
Aluminum conductors are not permitted within buildings except as follows: Sub panel feeders, range or dryer circuits, or other single outlet circuits rated 50 amps or more.

The latest adopted Town of Hanover Zoning Ordinance will be used together with the International Building Code. If conflicts occur, the Town of Hanover Zoning Ordinance will govern.

The minimum type of construction permitted in the B and D Zoning Districts, in other than fully sprinklered buildings, shall be 2B non-combustible.

<table>
<thead>
<tr>
<th>Section</th>
<th>Replace with Section 13 of this ordinance – Board of Appeals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 112113</td>
<td>For the purpose of this section, the frost line is five (5) feet below finished grade to the bottom of the footing or pier.</td>
</tr>
<tr>
<td>Section 1805.2.1+1809.5</td>
<td>Replace the last sentence with: All private sewage disposal systems shall be approved by the State of New Hampshire Water Supply and Pollution Control Division.</td>
</tr>
<tr>
<td>Section 2901.1</td>
<td>The provisions of this section shall be used together with the Hanover Zoning Ordinance. In case of conflicts, the Zoning Ordinance shall govern.</td>
</tr>
<tr>
<td>Section 3409.2</td>
<td>Reserved.</td>
</tr>
</tbody>
</table>

Amendment C. **The International Plumbing Mechanical Code (IMC) – 2006 Edition (IMC):**
All amendments adopted by the State of New Hampshire Plumbers Licensing Board under Plu 701.2, Amendments are adopted.

<table>
<thead>
<tr>
<th>Section</th>
<th>Insert &quot;Rate &amp; Fee Schedule&quot; as adopted by the Board of Selectmen  Selectboard.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 106.6.2</td>
<td>Also see the &quot;Rate &amp; Fee Schedule&quot; as adopted by the Board of Selectmen  Selectboard.</td>
</tr>
<tr>
<td>Section 106.6.3</td>
<td>Replace with Section 12 of this ordinance – Enforcement and Penalties.</td>
</tr>
<tr>
<td>Section 108.4</td>
<td>Insert at end of paragraph &quot;,shall be liable to penalties in accordance with Section 12 of this ordinance – Enforcement and Penalties.&quot;</td>
</tr>
<tr>
<td>Section 108.5</td>
<td>Replace with Section 13 of this ordinance – Board of Appeals.</td>
</tr>
<tr>
<td>Section P-305.6.1</td>
<td>Substitute the following: &quot;Building sewers that connect to private sewage disposal systems shall conform to regulations adopted pursuant to RSA 485-A relative to minimum depth below finished grade. Building sewers that connect to public sewers shall have a minimum depth of 4 feet below grade or adequately insulated to afford the same protection whenever a condition arises that the 4 feet cannot be attained.&quot;</td>
</tr>
<tr>
<td>Section 603.2</td>
<td>Add the following: Water service pipes, connected to a public water supply, shall be a minimum of Type K copper. Sewer and water trenches shall have a minimum of 10' of undisturbed soil between them. If a building sewer or water service line must cross...</td>
</tr>
<tr>
<td>Section 802.1.4</td>
<td>Replace this paragraph with: Discharge of pool wastewater shall not be into the Town sewer, but shall be to an approved location (approved location shall be determined by the Planning, &amp; Zoning &amp; Codes or Public Works Departments).</td>
</tr>
</tbody>
</table>
Amendment D. **The International Mechanical Code (ICC) – 2006 Edition (IMC):**

<table>
<thead>
<tr>
<th>Section</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>106.5.2</td>
<td>Insert “Rate &amp; Fee Schedule” as adopted by the Board of Selectmen Selectboard.</td>
</tr>
<tr>
<td>106.5.3</td>
<td>Also see the “Rate &amp; Fee Schedule” as adopted by the Board of Selectmen Selectboard.</td>
</tr>
<tr>
<td>108.4</td>
<td>Replace with Section 12 of this ordinance - Enforcement and Penalties.</td>
</tr>
<tr>
<td>108.5</td>
<td>Insert at end of paragraph &quot;...shall be liable to penalties in accordance with Section 12 of the Hanover Building Code Adopting Ordinance - Enforcement and Penalties.&quot;</td>
</tr>
<tr>
<td>109</td>
<td>Replace with Section 13 of this ordinance - Board of Appeals.</td>
</tr>
</tbody>
</table>

Amendment D. **The International Plumbing Code (IPC):**

<table>
<thead>
<tr>
<th>Section</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>106.6.2</td>
<td>Insert &quot;Rate &amp; Fee Schedule&quot; as adopted by the Selectboard.</td>
</tr>
<tr>
<td>106.6.3</td>
<td>Also see the “Rate &amp; Fee Schedule” as adopted by the Selectboard.</td>
</tr>
<tr>
<td>108.4</td>
<td>Replace with Section 12 of this ordinance - Enforcement and Penalties.</td>
</tr>
<tr>
<td>108.5</td>
<td>Insert at end of paragraph &quot;...shall be liable to penalties in accordance with Section 12 of this ordinance -- &quot;Enforcement and Penalties.&quot;</td>
</tr>
<tr>
<td>109</td>
<td>Replace with Section 13 of this ordinance - Board of Appeals.</td>
</tr>
<tr>
<td>305.64.1</td>
<td>Substitute the following: &quot;Building sewers that connect to private sewage disposal systems shall conform to regulations adopted pursuant to RSA 485-A relative to minimum depth below finished grade. Building sewers that connect to public sewers shall be a minimum depth of 4 feet below grade or adequately insulated to afford the same protection whenever a condition arises that the 4 feet cannot be attained.&quot;</td>
</tr>
<tr>
<td>603.2</td>
<td>Add the following: Water service pipes, connected to a public water supply, shall be a minimum of Type K copper. Sewer and water trenches shall have a minimum of 10' of undisturbed soil between them. If a building sewer or water service line must cross or pass closer than 10' to one another the sewer pipe shall be extra heavy cast iron pipe and the water service shall be Type K copper with no joints. (Reference Ordinance #14)</td>
</tr>
<tr>
<td>802.1.4</td>
<td>Replace this paragraph with: Discharge of pool wastewater shall not be into the Town sewer, but shall be to an approved location (approved location shall be determined by the Planning, Zoning &amp; Codes or Public Works Departments.</td>
</tr>
</tbody>
</table>

Amendment E. **International Residential Code (for One- and Two-Family Dwellings) (IRC):**

1. In one- and two-family dwellings, the Town of Hanover also requires hard-wired heat detectors (spaced per manufacturer’s instructions) interconnected to a smoke detector system for garages attached to or within five (5) feet of habitable space.

2. Aluminum conductors are not permitted within buildings except as follows: Sub-panel
feeders, range or dryer circuits, or other single outlet circuits rated 50 amps or more.

### TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<table>
<thead>
<tr>
<th>GROUND SNOW LOAD</th>
<th>WIND DESIGN</th>
<th>SEISMIC DESIGN CATEGORY</th>
<th>SUBJECT TO DAMAGE FROM</th>
<th>WINTER DESIGN TEMP</th>
<th>ICE BARRIER UNDERLAYMENT REQUIRED</th>
<th>FLOOD HAZARDS</th>
<th>AIR FREEZING INDEX</th>
<th>MEAN ANNUAL TEMP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speed (mph)</td>
<td>Topographic Effects</td>
<td>Special wind region</td>
<td>Windborne debris zone</td>
<td>Weathering</td>
<td>Frost line depth</td>
<td>Termite</td>
<td>senior to sight</td>
<td>-3</td>
</tr>
<tr>
<td>a. 115</td>
<td>No</td>
<td>B / C See note c.</td>
<td>Severe See note d.</td>
<td>4' See note e.</td>
<td>none to slight</td>
<td>YES</td>
<td>See note f.</td>
<td>1623</td>
</tr>
</tbody>
</table>

#### MANUAL J DESIGN CRITERIA

<table>
<thead>
<tr>
<th>Elevation</th>
<th>Latitude</th>
<th>Winter heating</th>
<th>Summer cooling</th>
<th>Altitude correction factor</th>
<th>Indoor design temperature</th>
<th>Design temperature cooling</th>
<th>Heating temperature difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>507</td>
<td>44</td>
<td>-3</td>
<td>86</td>
<td>1.0 Table 10A</td>
<td>70</td>
<td>75</td>
<td>73</td>
</tr>
<tr>
<td>Cooling temperature difference</td>
<td>Wind velocity heating</td>
<td>Wind velocity cooling</td>
<td>Coincident wet bulb</td>
<td>Daily range</td>
<td>Winter humidity</td>
<td>Summer humidity</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>15</td>
<td>7.5</td>
<td>69</td>
<td>M</td>
<td>30%</td>
<td>50%</td>
<td></td>
</tr>
</tbody>
</table>

a. Ground snow load shall be as determined by the International Building Code (recommend use of ERDC/CRREL TR-02-06 Ground Snow Loads for New Hampshire)

b. Number is the design wind speed from Figure R301.2(5)A of the International Residential Code. Special wind regions should be examined for unusual wind conditions.

c. Determined from Section R301.2.2.1 of the International Residential Code. Seismic B applicable to one- and two-family projects only. Townhouses shall have soils evaluation.

d. Determined from Weathering Probability Map For Concrete Figure R301.2(4) of the International Residential Code.

e. Soils conditions vary, so site specific investigation may be required.

f. The date of the jurisdiction’s entry into the National Flood Insurance Program is 07/03/1978. The date of the FIRM and FBFM maps adopted by the jurisdiction is 02/20/2008.

g. Data from the National Climatic Data Center [www.ncdc.noaa.gov/fpss.html](http://www.ncdc.noaa.gov/fpss.html).

**Section 16. Effective Date:** This Ordinance shall take effect as of Month Day, Year.
Appendix A.

State of New Hampshire List of Adopted Building and Fire Codes with edition in effect:

- All Occupancies:
  - 2018 NFPA 1, Fire Code as amended by Saf-FMO 300
  - 2016 NFPA 13, Standard for the Installation of Sprinkler Systems
  - 2016 NFPA 13R, Standard for the Installation of Sprinkler Systems for Low-Rise Residential Occupancies
  - 2017 NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
  - 2018 NFPA 30, Flammable and Combustible Liquids Code
  - 2016 NFPA 31, Standard for Installation of Oil-Burning Equipment as amended by Saf-FMO 300
  - 2018 NFPA 54, National Fuel Gas Code as amended by Saf-FMO 300
  - 2017 NFPA 58, Liquefied Petroleum Gas Code as amended by Saf-FMO 300
  - 2020 NFPA 70, National Electrical Code (NEC) with NH Amendments
  - 2016 NFPA 72, National Fire Alarm and Signaling Code
  - 2016 NFPA 211, Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances
  - 2018 International Building Code (IBC) with NH Amendments
  - 2018 International Residential Building Code (IRC) with NH Amendments
  - 2018 International Energy Conservation Code (IEC) with NH Amendments
  - 2018 International Existing Building Codes (IEBC) with NH Amendments
  - 2018 International Mechanical Code (IMC) with NH Amendments
  - 2018 International Plumbing Code (IPC) with NH Amendments
  - 2018 International Swimming Pool & Spa Code (ISPSC) with NH Amendments
  - 2009 ICCA117.1 and FHA/UFAS as applicable

NOTE: This is a partial list of the adopted codes. The list is provided as a resource for some of the most frequently used codes. Refer to Chapter 2 of NFPA 1 for complete list.

Effective date: July 1, 2022
Appendix B: Links located on Town Website to other significant permits/forms that may be applicable to a one or two family dwelling building project

https://www.hanovernh.org/files/

Forms & Documents | Town of Hanover NH

Forms & Documents

Administrative Services-Finance
• Current Rates and Fees Schedule

Building Code
• Online permit database
• Applications
• Hanover Building Code Adopting Ordinance

Communications Division
• Alarm Monitoring Permit Application
• Regulating Private Alarm Systems

Fire Department
• Gas Permit Application
• Oil Permit Application
• Sprinkler Regulations

Noise Regulations:
Zoning regulates certain noise generating activities.

Hanover has an adopted Noise Ordinance that may impact activities/days/times: ord_33-noise_ordinance.pdf (hanovernh.org)

Public Works
• Excavation Permit Guidelines
• Construction on Class VI Road Permit Application
• Trench Excavation Specifications
• Curb cut permit for driveway/access
Water Department

• Application for New or Modified Service
• Service Entrance Detail
• Meter Installation

Water Reclamation

• Sewer Use Ordinance (addresses ban on garbage disposals on Town wastewater and disposal of not treatable (condensate and similar) waste water.

Zoning Board of Adjustment

• Zoning Ordinance
• APPLICATIONS
• Zoning Map—Town Wide
• Zoning Map—Urban Area
• Downtown Area Setback Line Map

Hanover Town Hall

PO Box 483, Hanover, NH 03755 (603) 643-0742 Hours: Mon. - Fri., 8:30AM - 4:30PM
info@hanovernh.org
FIRE APPARATUS CONTRACT

THIS CONTRACT MADE IN DUPLICATE, BY AND BETWEEN DESORCIE EMERGENCY PRODUCTS, LLC., - PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS "THE COMPANY", AND: ____________________________

ADDRESS_41 Main Street, Hanover NH 03755_

BY ITS AUTHORIZED REPRESENTATIVES-PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS "THE BUYER", WITNESSETH AS FOLLOWS:

1. THE COMPANY AGREES TO SELL, UPON THE CONDITIONS WRITTEN BELOW, VEHICLE AND EQUIPMENT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS, WHICH ARE MADE A PART OF THIS AGREEMENT AND CONTRACT. IN THE EVENT THAT THE COMPANY’S SPECIFICATIONS AND THE BUYER’S SPECIFICATIONS ARE INCORPORATED IN THIS AGREEMENT, BUT ARE IN CONFLICT WITH ONE ANOTHER, THE COMPANY’S SPECIFICATIONS SHALL APPLY.


3. FULL ACCEPTANCE INSPECTION MAY BE PERFORMED AT THE BUYER’S LOCATION. SUCH INSPECTION SHALL BE MADE UPON ARRIVAL AT THE DESTINATION, WHILE THE VEHICLE IS IN THE CARE, CUSTODY, AND CONTROL OF THE COMPANY. IF NO SUCH INSPECTION IS MADE, THEN SAID VEHICLE AND EQUIPMENT SHALL BE CONSIDERED ACCEPTABLE AND IN COMPLIANCE WITH THE CONTRACT AND SPECIFICATIONS.

4. IF MORE THAN ONE VEHICLE IS COVERED BY THIS CONTRACT, AND THE VEHICLES ARE SHIPPED ON DIFFERENT DATES, AN INVOICE COVERING EACH VEHICLE OR SHIPMENT SHALL BE RENDERED. ANY LOOSE EQUIPMENT ADDED OR CHANGES MADE TO THE VEHICLE AFTER EXECUTION OF THIS CONTRACT SHALL BE INVOICED SEPARATELY AND DUE AT THE TIME OF DELIVERY.

5. ALL CONTRACTS ARE TAKEN SUBJECT TO THE WRITTEN ACCEPTANCE OF DESORCIE EMERGENCY PRODUCTS, LLC., BY AN OFFICER OF THE COMPANY; THE PARTIES HERETO WARRANT AND REPRESENT TO EACH OTHER THAT THEY HAVE LEGAL AUTHORITY TO ENTER INTO AND SIGN THIS CONTRACT. WHEN REQUESTED, THE BUYER SHALL FURNISH SATISFACTORY OPINION OF THE BUYER’S ATTORNEY AS TO THE POWER OF THE BUYER TO ENTER INTO SAID CONTRACT, AND THAT SAID CONTRACT IS A VALID, LEGAL AND ENFORCEABLE OBLIGATION OF THE BUYER, AND THAT THE OFFICIAL EXECUTING THE CONTRACT FOR THE BUYER HAS THE AUTHORITY TO DO SO.
6. THIS AGREEMENT, INCLUDING ITS APPENDICES, EMBODIES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, AND MERGES ALL PRIOR DISCUSSIONS AND AGREEMENTS BETWEEN THEM. NO AGENT OR REPRESENTATIVE OF THE COMPANY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS, STATEMENTS OR AGREEMENTS NOT EXPRESSED HEREIN. ALL MODIFICATIONS OR AMENDMENTS OF THIS CONTRACT, INCLUDING ITS APPENDICES, MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH PARTY.

7. THE VEHICLE COVERED BY THIS CONTRACT IS NOT WARRANTED BY THE COMPANY BY ANY EXPRESS OR IMPLIED WARRANTIES. THE VEHICLE IS SUBJECT TO WARRANTIES AS PROVIDED BY THE MANUFACTURERS OF BOTH THE COMPLETED VEHICLE AND ITS COMPONENTS. THE COMPANY IS AN AUTHORIZED SERVICE AND WARRANTY AGENCY FOR MANY OF THE COMPONENTS FURNISHED ON THE VEHICLE, AND ALSO OFFERS THE BUYER ASSISTANCE IN RESOLVING WARRANTY CLAIMS RELATING TO COMPONENTS SERVICED BY OTHER AGENCIES. COPIES OF MAJOR COMPONENT WARRANTIES SHALL BE PROVIDED ON DELIVERY. THE COMPANY SHALL NOT BE LIABLE FOR TECHNICAL OR EDITORIAL ERRORS OR OMISSIONS CONTAINED IN ANY WARRANTY SUPPLIED BY ANY MANUFACTURER. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, WHETHER WRITTEN OR ORAL, AND NO WARRANTY IS EXPRESSED OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE.

8. THE COMPANY MAKES NO WARRANTY ON, NOR WILL THE COMPANY BE HELD RESPONSIBLE FOR, ANY CUSTOMER SUPPLIED EQUIPMENT. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY EQUIPMENT MALFUNCTIONS ON CUSTOMER SUPPLIED ITEMS AND IS NOT RESPONSIBLE FOR ENSURING PROPER EQUIPMENT OPERATION.

9. THE COMPANY RESERVES THE RIGHT TO MAKE PRODUCT IMPROVEMENTS WITHOUT NOTICE.

10. DELIVERY INSTRUCTIONS SHALL BE GIVEN IN ACCORDANCE WITH A MUTUALLY AGREEABLE SCHEDULE. TRANSFER OF OWNERSHIP SHALL TAKE PLACE BEFORE DELIVERY INSTRUCTIONS BEGIN. THE BUYER AGREES THAT FIRE FIGHTERS PARTICIPATING IN DELIVERY INSTRUCTIONS MUST BE FAMILIAR WITH BASIC FIRE APPARATUS OPERATING PRINCIPLES. DRIVER TRAINING SHALL BE THE RESPONSIBILITY OF THE BUYER. BUYER HEREBY ACKNOWLEDGES THAT THE COMPANY HIGHLY RECOMMENDS THAT ALL INDIVIDUALS WHO WILL BE OPERATING THE EQUIPMENT PURCHASED UNDER THIS AGREEMENT ATTEND APPROPRIATE TRAINING PROGRAMS TO ACQUIRE THE SKILLS ONE WOULD ACQUIRE IN FIREFIGHTER TRAINING SCHOOL AND/OR PROFESSIONAL DRIVER TRAINING SCHOOL. BUYER HEREBY ACKNOWLEDGES THAT DELIVERY INSTRUCTIONS ARE ONLY TO DEMONSTRATE THE FEATURES AND COMPONENTS OF THE EQUIPMENT PURCHASED HEREUNDER AND FAMILIARIZE BUYER'S PERSONNEL WITH THE PROPER USE AND OPERATION THEREOF. THE COMPANY FURTHER RECOMMENDS TO THE BUYER (1) THAT AS NEW PERSONNEL ARE ASSIGNED TO THE EQUIPMENT PURCHASED HEREUNDER TRAINING SESSIONS BE SCHEDULED FOR SUCH NEW PERSONNEL; AND (2) THAT REFRESHER TRAINING SESSIONS FOR ALL PERSONNEL OPERATING THE PURCHASED EQUIPMENT BE SCHEDULED AT LEAST ON A YEARLY BASIS FROM THE DATE OF DELIVERY.

11. IN THE EVENT AN ORDER IS CANCELLED BY THE BUYER AT ANY TIME, A 1% CANCELLATION CHARGE SHALL APPLY. IF WORK HAS STARTED ON THE VEHICLE, THE CANCELLATION CHARGE SHALL BE 1% PLUS 10% OF THE NEW VEHICLE PRICE, AS DETERMINED BY THE COMPANY.
12. THE VEHICLE BEING PURCHASED SHALL COMPLY TO NFPA 1901 STANDARD TO THE EXTENT THE ATTACHED SPECIFICATIONS PERMIT. IF AN ITEM IN ONE OF THESE STANDARDS IS NOT SUPPLIED WITH OR DESIGNED INTO THE VEHICLE, IT IS BECAUSE THE BUYER DID NOT DESIRE TO INCLUDE IT ON THE VEHICLE.

13. ALL THREADS PROVIDED ON THE VEHICLE OR ON SUPPLIED EQUIPMENT SHALL BE NST, UNLESS NOTED TO THE CONTRARY.

14. THE BUYER ACKNOWLEDGES THAT NO EXTENDED WARRANTIES ARE A PART OF THIS AGREEMENT UNLESS THEY ARE INCORPORATED INTO THE ATTACHED SPECIFICATIONS.

15. THIS BID AND CONTRACT HAVE BEEN LET BY THE UNITED STATES OR ANY AGENCY THEREOF, ANY STATE OR ANY OTHER POLITICAL SUBDIVISION OR DISTRICT THEREIN. THIS BID AND CONTRACT ARE AVAILABLE FOR USE BY OTHER GOVERNMENTAL ENTITIES. THE SUCCESSFUL BIDDER WILL EXTEND THE TERMS AND CONDITIONS OF THE CONTRACT TO OTHER GOVERNMENTAL ENTITIES. UNILATERAL OFFERS BY VENDORS TO EXTEND CONTRACT PRICING AND OTHER TERMS AND CONDITIONS WOULD NOT FALL WITHIN THE EXCEPTION. PRICING, TERMS AND CONDITIONS FOR SAID BID WOULD BE NEGOTIATED BETWEEN THE SUCCESSFUL BIDDER AND ANY POTENTIAL GOVERNMENT ENTITIES WISHING TO EXERCISE THE ‘PIGGYBACK’ OPTION. THE BID AND SUBSEQUENT CONTRACT HAVE BEEN LET TO THE LOWEST RESPONSIBLE BIDDER OR ON THE BASIS OF BEST VALUE IN A MANNER CONSISTENT WITH LAW.

16. THE BUYER AGREES TO PAY AS PURCHASE PRICE FOR THE VEHICLE, ACCEPTED AS AFORESAID, THE SUM OF: One Million Sixty Thousand Six Hundred Fifteen Dollars ($1,060,615). IF THE BUYER AGREES TO THE 100% PREPAYMENT OPTION OF THIS CONTRACT WILL RESULT IN A DOWN PAYMENT DISCOUNT AT TIME OF FINAL INVOICE OF Two Thousand Four Hundred Seventy-Four Dollars ($2,474 discount per build month).

BUYER PREPAYMENT ACCEPTAN (if applicable):

PREPAYMENT AMOUNT (if any):


IN WITNESS WHEREOF, BUYER AND COMPANY HAVE CAUSED THIS CONTRACT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS _______ DAY OF ________, 2023.
BUYER'S REGISTERED NAME:

_Town of Hanover__________
_41 Main Street___________
_Hanover, NH 03755______

BY: _______________________
TITLE: _____________________
DATE: _____________________

DESORCIE EMERGENCY PRODUCTS, LLC.
1045 BRONSON ROAD
SAINT ALBANS, VT 05478

BY: _______________________
TITLE: _____________________
DATE: _____________________
Hi Alex,

We are delighted to recommend Lynn Sheldon for membership on the Sustainable Hanover Committee. As you know from her application, Lynn brings a wealth of experience and skills which she transfers beautifully to the volunteer arena. Her primary focus is on recycling and waste reduction.

Lynn has been an active volunteer with the SH Recycling/Waste Reduction (R/WR) subcommittee since joining that group last year. She was selected by the group to succeed Susan Edwards as R/WR chair. Lynn’s leadership was an important factor in the styrofoam collection last February and the rollout of textile collection scheduled for this summer. She is coordinating the R/WR team’s content for our SH’s website. She represents R/WR at our monthly SH meetings where she is a valued participant.

We fully support her application and look forward to welcoming her as an official member of SH.

Best,
Yolanda and Judi

Yolanda Baumgartner
Co Chair
Sustainable Hanover

Hanover Community Power is here! Choose CLEAN 100 for the cleanest, most renewable content in your electricity.
Q1

Your name

Lynn Sheldon

Q2

Your email address

Q3

Yes

Are you a Hanover resident? This includes homeowners, renters, and students if you vote or intend to vote in Hanover.

Q4

In your own words, what is your interest in filling out this form today? Please be as descriptive as possible. You can write this answer in a word processor and paste it below, or write it directly below.

I am interested in becoming a member of Sustainable Hanover on the invitation from Yolanda Baumgartner and Judi Colla and because I am now the Chair of the Recycling Subcommittee.

Q5

Are you specifically interested in any of these particular groups or boards?

Sustainable Hanover
Q6
What skills, experiences, values, or ideas would you bring to the table? Please feel free to take time to write the answer to the question, or copy and paste it from a word processing program.

I have grant writing (and writing) skills, speaking skills, and ability to explain issues. I value the issues that Sustainable Hanover addresses that include recycling and energy use, as well as other issues that address climate change in hopes of making Hanover a better contributor to slowing climate change.

Q7
How many hours PER MONTH do you anticipate (on average) being able to volunteer?

10 - 20 hours

Q8
Do you have any scheduling or time constraints that may dictate what days, times, or locations that you might be able to volunteer? This might include work schedules, only being remote, etc

The only constraints I currently have are when I am out of town.

Q9
What makes Hanover and the Upper Valley special to you?

I have lived here (Etna) and owned property since 1980. I enjoy outdoor activities and also cultural events that are both ubiquitous in Hanover and the Upper Valley. I also enjoy relationships with the people that live here.

Q10
Is there anything you’d like to add?

I am a retired faculty member of Dartmouth Medical school which now gives me time to volunteer for things that are important to me. I currently volunteer at The Haven to cook for a program at DH that helps women that are pregnant or new mothers, recover from addiction (Mom's In Recovery) and for the Recycling subcommittee of Sustainable Hanover. I also volunteer for Willing Hands in Norwich. I previously served on the Board of Child and Family Services, that is now Waypoint. It is a pleasure for me to work on things that help the community and members of the community thrive.

Q11
Please upload a cover letter, resume, examples of past work, or other documents that may be useful

Biosketch-L.Sheldon.pdf (21.8KB)

Q12
You can use this spot to upload a second document, if needed

Respondent skipped this question
**Biosketch:** I did my undergraduate work at the University of New Hampshire where I received a B.A. (1976) in Zoology and did my graduate work at Dartmouth College in the Department of Biology where I was awarded a Ph.D (1990). My postdoctoral training was at Harvard Medical School in Boston in the Department of Genetics and the Massachusetts General Hospital in the Department of Molecular Biology (1990-94). Upon returning to Dartmouth I worked with Dr. Allan Munck in the Department of Physiology as a Research Associate until my appointment as a Research Assistant Professor in the department in 1999. The long-term focus of my research was targeted toward understanding steroid hormone receptor-mediated gene regulatory mechanisms and to apply that to understanding the molecular basis of disease that includes cancer and other endocrine-associated diseases. I received multiple grants from both small foundations and from the NIH (National Institutes of Health) that allowed me to run my own research lab. I retired from Dartmouth in 2016.

**Interests/Activities:** Reading-Science, History, historical novels, Biographies, Sports-Sailing, Skiing (both Alpine and Nordic), Hiking, Gardening, Cooking, Traveling, Knitting, Dogs, Interior Decorating
December 7, 2022

Martin McMillan, Fire Chief
Hanover Fire Department
48 Lyme Road
Hanover, New Hampshire 03755

Dear Chief McMillan:

Thank you for supporting Joshua S. Merriam during their commitment while completing the U.S. Fire Administration’s National Fire Academy’s (NFA) Managing Officer (MO) Program. Josh successfully completed all the requirements of the MO Program.

This accomplishment represents Josh’s dedication to personal and professional excellence, and commitment to enhance their department and community. The enclosed MO Program certificate is provided to you for a formal presentation to recognize Josh. This can be an ideal way to celebrate your department’s commitment to its community, while demonstrating the success of your members, by inviting elected officials, local media, and Josh’s family to celebrate this important achievement.

I appreciate and thank you for your support of this two-year program and of the NFA.

Sincerely,

Eriks Gabliks
Superintendent
National Fire Academy
U.S. Fire Administration

Enclosure
FIRE OFFICER COMPLETES MANAGING OFFICER PROGRAM

EMMITSBURG, MD – The Federal Emergency Management Agency’s (FEMA) United States Fire Administration (USFA)/National Fire Academy (NFA) announced December 7, 2022, that the following individual, from the state of New Hampshire, successfully completed the Managing Officer (MO) program.

Captain Joshua S. Merriam, Hanover Fire Department, New Hampshire

The Managing Officer program’s goals are to promote and enhance the professional growth of fire service leadership while preparing future leaders through a combination of education and linking people and ideas. Participants in this program receive instruction on leadership, community risk reduction, firefighter and community safety, contemporary training issues, and analytical tools for decision making. Students also gain critical insight concerning national response planning and incident management. This important two-year program comprises four unique courses requiring the participant to develop and complete a Capstone project directly benefitting the fire officer’s department and community. This Capstone project permits the student an opportunity to demonstrate application of course theory and concepts to real-life situations. The final project is then evaluated through a formal peer review.

The NFA continues to offer programs and courses for fire service leaders, managers, and allied professions. Courses are delivered at the Emmitsburg, Maryland campus and throughout the nation in coordination with state and local fire training officials, colleges, and universities.

For more information regarding the Managing Officer’s Program and many other USFA Programs, visit: https://www.usfa.fema.gov/

Contact Individual:

Tina Crevier
Program Coordinator – Executive Fire Officer and Managing Officer Programs
National Fire Academy Division, Leadership & Community Risk Reduction Branch
tina.crevier@fema.dhs.gov
Office: (301) 447-1107
Richard L. Prendergast
Lifetime Achievement Award

The NRAAO Awards Committee recommended to the Board of Directors of NRAAO at its executive board meeting in October, 2004 at Springfield, Massachusetts that there be an award given by the NRAAO, to one member for their life-time commitment to the assessing profession.

At the NRAAO executive board meeting at Uncasville, Connecticut in April, 2005 the NRAAO Executive Board recommended that such award be known as the "Richard L. Prendergast Life-time Achievement Award" for outstanding service to the assessment profession and in honor and memory of Richard (Dick)
Prendergast's creation of NRAAO and his untiring efforts to assist assessors throughout the entire country and in particular the northeast.

Dick Prendergast was born and raised an Irish brat in the west end of Hartford, CT where he learned the ultimate finesse of street smarts and the real world of city politics. After attending Hartford High School, Dick went into the service as a Marine, having a distinguished career serving our country in Korea where he made many close friends including Ted Williams and Gerry Coleman...so the reason he became a Boston fan. Rumor has it that Dick developed the term “ Luck of the Irish” after a NRAAO meeting in Boston.

His assessment career started in the City of Hartford, CT followed by some time in the East Hartford office and then as Assessor in South Windsor. After a while Dick moved on to the State Tax Department where he supervised what was known as the Board of Assessment Advisors. Dick was the catalyst for standardizing uniform assessment tax policy, he was part of the discussion on uniform revaluation cycles, helped streamline the practice of assessing personal property and motor vehicles as well as stimulated discussion in establishing the education process of credit hours for all of Connecticut's assessors. He was considered a walking assessment dictionary, knowing Section 12 of the Connecticut general statutes by rote.

Dick served as President of the Connecticut Association of Assessing Officers (CAAO) for 1965 and 1966 and went on to become passionately involved with the NRAAO, serving as the first NRAAO President in 1965. With regional colleagues of Shawdry, Day, Kirwin and McCabe, Dick felt the NRAAO was the professional vehicle that could easily educate and help certify regional assessors with a high degree of integrity and at a very cost effective fee.
The Richard L. Prendergast Life-Time Achievement Award was discussed and accepted by the NRAAO Board at the 2005 Connecticut conference with the first presentation being given in Uncasville, Connecticut that same year.

<table>
<thead>
<tr>
<th>State/Province</th>
<th>Year</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Connecticut</td>
<td>2022</td>
<td>Donna Ralston</td>
</tr>
<tr>
<td>Maryland</td>
<td>2021</td>
<td>Leslie Pruitt</td>
</tr>
<tr>
<td>New Jersey</td>
<td>2020</td>
<td>Jim Mancini</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2019</td>
<td>Viviane Valentine</td>
</tr>
<tr>
<td>Connecticut</td>
<td>2018</td>
<td>Bill Gaffney</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2017</td>
<td>Raymond E. Beattie Jr.</td>
</tr>
<tr>
<td>Maryland</td>
<td>2016</td>
<td>James P. Soresi</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>2015</td>
<td>Karen Marchant</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2014</td>
<td>Linda Cwiek</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2013</td>
<td>Stanley Severance</td>
</tr>
<tr>
<td>Maine</td>
<td>2012</td>
<td>Paul Lesperance</td>
</tr>
<tr>
<td>Connecticut</td>
<td>2011</td>
<td>Anthony Homicki</td>
</tr>
<tr>
<td>New Hampshire</td>
<td>2010</td>
<td>Angelo Marino</td>
</tr>
<tr>
<td>State</td>
<td>Year</td>
<td>Name</td>
</tr>
<tr>
<td>---------------</td>
<td>------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Rhode Island</td>
<td>2009</td>
<td>Richard Bartlett</td>
</tr>
<tr>
<td>Massachusetts</td>
<td>2008</td>
<td>Helene A. Murphy</td>
</tr>
<tr>
<td>New Jersey</td>
<td>2007</td>
<td>Thomas Glock</td>
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<tr>
<td>Maine</td>
<td>2006</td>
<td>Gerald Daigle</td>
</tr>
<tr>
<td>Connecticut</td>
<td>2005</td>
<td>Thomas F. Browne, Jr.</td>
</tr>
</tbody>
</table>
The individual receiving this award began their journey in assessing in 1981, and like most assessors starting out, this person began as a data collector working throughout New England.

In the mid 80’s this person went into the fee appraisal business and soon discovered the banking industry at the time was volatile and ethically questionable.

Delving back into assessing in 1989, this person thrived and served as Chief Assessor in some very complicated and complex communities in the state, all while volunteering to teach courses and serve on numerous boards and committees. This individual has been very involved in their state association and the NRAAO, serving as President for both.

In 1998 they were given the Sherry Vermilya Award and in 2005 The Lawton B. Chandler Award.

By now, I think he knows. He’s a go to for many of us in the State of New Hampshire, and there is no one more deserving of this award than Norm Bernaiche. Congratulations to our 2023 Prendergast Lifetime Achievement Award recipient.
Dear members of the select board,

Please consider our proposal to rename Jones Street in Etna to Old Jones Farm Lane. We purchased the ~65 acres at 16 Jones Street in June of 2022. The prior owner shared with us that his grandparents began farming there around a century ago. Over the last year, we have explored and begun cleaning up what was once a beautiful working farm. It’s fun to think of the Jones family farming here and distributing eggs and milk to the Etna community. We would like to honor this history and hope you will approve the change.

Thanks for your time and consideration.
Scott and Ariannah Mirick
MUNICIPAL LEASE PURCHASE AGREEMENT

MUNICIPAL LEASING CONSULTANTS is a Vermont Corporation with a principal location in Grand Isle, Vermont, (the "Lessor"), and the Lessee, indicated on Schedule A attached hereto (the "Lessee") agree to the lease of equipment subject to the terms of this Agreement and all schedules attached hereto (collectively referred to as the "Lease").

In consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

1. EQUIPMENT. Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment listed in Schedule A together with any replacement parts, additions, repairs or accessories now or hereafter permanently incorporated in or affixed to it (the "Equipment") on the terms and conditions set forth herein.

2. TERM. The term of this Lease is set forth in Schedule A (the "Lease Term").

3. COMMENCEMENT AND EXPIRATION. This Lease shall commence upon Lessee's acceptance of the Equipment (the "Commencement Date") and continue until the earlier of (i) the end of the Lease Term; (ii) a permitted termination pursuant to Non-Appropriation of Funds (Paragraph 17); (iii) Lessee's termination of the Lease after Default (Paragraph 19) or (iv) Lessor's proper exercise of its option (Paragraph 21). Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within 30 days after Lessor signs this Lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an Acknowledgment and Acceptance of Equipment by Lessee form within 30 days after the Equipment is delivered to Lessee.

4. ACCEPTANCE OF EQUIPMENT. Lessee agrees to inspect the Equipment on receipt of the Equipment and to execute an "Acknowledgment and an Acceptance of Equipment by Lessee" form, in the form attached hereto as Schedule A, after the Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory as of the time of inspection in every respect, excluding latent or unknown defects.

5. COVENANTS OF LESSEE. Lessee represents and warrants to Lessor that as of the date of this Lease and throughout the term of this Lease:

(a) Lessee is a public body, politic and corporate within the state in which it is located;
(b) Lessee is duly organized and existing under the Constitution and laws of said State, and is duly authorized to execute and carry out its obligations under this Lease;
(c) This Lease including all schedules and amendments hereto have been duly authorized, executed and delivered by Lessee; and
(d) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.

6. PAYMENTS: AMORTIZATION SCHEDULE. Lessee agrees to pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.

7. DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES. THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:

(a) LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;

(b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;
(c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing governmental or proprietary functions of Lessee and will not be used in a trade or business other than the Lessee;
(d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or manufacturer of the Equipment and not against Lessor;
(e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;
(f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and
8. **NON-ASSIGNMENT.** Lessee agrees that it shall not assign, sublease, pledge or transfer this Lease or sublease the Equipment or any interest therein, or otherwise dispose of the Equipment referenced in this Lease without the prior written consent of Lessor.

9. **RELATION BETWEEN LESSOR AND SUPPLIER.** Lessee understands and acknowledges that no broker or Supplier or any agent of such is an agent of Lessor. No Supplier or agent of such is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment made by a Supplier or agent of same shall affect Lessor’s duty to pay the lease payments hereunder.

10. **LOCATION.** The Equipment shall be kept at the location set forth in Schedule A and may not be removed without Lessor’s prior written consent.

11. **USE.** Lessee shall maintain the Equipment in good operating condition in the same configuration as when accepted, shall use the Equipment solely in the manner for which it was intended and reasonably in compliance with manufacturer instructions, shall make all necessary repairs at Lessee’s expense, shall reasonably comply with all laws relating to its possession, use or maintenance, and shall not unreasonably make any alterations, additions or improvements to the Equipment without Lessor’s prior written consent. Lessee further agrees to comply with all license and copyright requirements of any software used in connection with the Equipment.

12. **OWNERSHIP; TITLE.** Title to the Equipment shall pass to Lessee upon Lessee’s acceptance of the Equipment pursuant to this Lease, subject to the rights of Lessor under this Agreement. To secure the payment of Lessee’s obligations under this Lease, Lessor grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including a UCC-1 form in the appropriate office of Lessee’s state and similar instruments, in form reasonably satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest, and upon assignment, the security interest of any assignee of Lessor. Lessor agrees to provide the Equipment to Lessee free of liens, attachments and other encumbrances. All additions, repairs or improvements made to the Equipment shall belong to Lessee, subject to the rights of Lessor under this Lease.

13. **SURRENDER.** At the expiration of the Lease Term, should the Lessee choose not to exercise its option to purchase the Equipment, the Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear excepted, by delivering it packed, if applicable, and ready for shipment to the Supplier or such other location as is agreed to by the parties.

14. **LOSS OR DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of any part of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to make lease payments hereunder or to comply with any other obligation of this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee’s expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee’s option, do one of the following:

(a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or

(b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor’s receipt of payment as set forth above, Lessee shall be entitled to the Equipment with any warranties made by the supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. **INSURANCE; LIENS; TAXES.** The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor’s interest. Lessee also agrees to name Lessor as an additional insured on Lessee’s comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages, either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee’s obligation under this paragraph is limited by the Lessee’s limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days’ prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee’s benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee ceases or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended. Lessor agrees to pay the “taxable interest rate” retroactive to its Commencement Date. The “taxable interest rate” is defined as that rate that results in the same after-tax yield to the Lessor, or its assignee, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less. Notwithstanding the provisions of this paragraph regarding insurance, the Lessee has provided the Lessor the following enumerated insurance policies, which Lessor specifies are the only insurance required under this Agreement and related documents:

16. **ASSIGNMENT BY LESSOR.** Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all the rights and obligations originally afforded under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease.
17. **Nonappropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this lease, the Lessee may elect to terminate this lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Lessee. In the event of such termination, Lessee agrees to peaceable surrender of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications, if applicable, and sent prepaid and insured to the location as is agreed to by the parties. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. Termination under this Paragraph 17 shall be effective upon the expiration of the applicable fiscal year of the Lease and payment of all lease payments during that fiscal year. Lessee's exercise of its rights under this Paragraph 17 shall not affect the survival of any other provisions (other than the obligation to make lease payments beyond the applicable fiscal year) which survive the termination of the Lease.

18. **Escrow Account.** At the option of the Lessor, an escrow account may be created at Gorham Savings Bank to hold the lease proceeds prior to disbursement of funds to the seller of the Equipment. Any interest earned on this account shall be payable to the Lessee. Lessor shall act as the escrow agent and shall disburse funds as appropriate under the other provisions of the Lease. Lessee understands and agrees they have no right of direct access to the funds in said escrow account.

19. **Default.** Lessee shall be in default if: (a) Lessee fails to make any payments which are due under the terms of this Lease for a period of ten (10) days from the due date thereof; (b) Lessee fails to abide by any of the provisions of this Lease, and such failure continues for a period of ten (10) days; (c) the Equipment or any portion of the Equipment becomes subject to liens, seizures, assignments, transfers, sublease or sale without prior written consent of the Lessor; (d) Lessee abandons the Equipment or permits any other entity to use the Equipment without the prior written consent of Lessor; (e) Lessee has made any misleading or false statements in connection with application for or performance of this Lease; (f) Lessee defaults in any other agreement it has with Lessor; (g) Lessee assigns its rights in property for the benefit of creditors; or (h) Lessee files a petition under Title 11 of the United States Code, or any successor or similar law.

20. **Option.** Provided that no default or Non-Appropriation of Funds has occurred, Lessee may purchase all (but not less than all) the Equipment for the Option Price set forth on Schedule A at the end of the Lease Term. If Lessee exercises its option under this paragraph, Lessor shall convey or release to Lessee, all its right, title and/or interest in the Equipment on an AS-IS, WHERE-IS basis without any representation or warranty.

21. **Severability.** This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other portion or provisions hereof, all of which shall remain in full force and effect.

22. **Time of Essence.** Time is of the essence in the performance of all aspects of the Lease; the parties agree that this provision shall not be waived by implication or otherwise should the parties accept performance on a late basis.

23. **Choice of Law.** The parties agree that the execution, interpretation and performance of this Lease shall be governed by the laws of the State of Maine.

24. **Entire Agreement; No Waiver.** This Lease, together with the attached Schedules A - E, constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of all parties hereto. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the parties have caused this Municipal Lease Agreement to be executed by their duly authorized representatives as an instrument under seal.

Lessor:
Municipal Leasing Consultants

By: ________________________________

Its: ________________________________

Date: ______________________________

Lessee: Town of Hanover, NH

By: ________________________________

Its: ________________________________

Date: ______________________________

GSLG Revision 06/07
**Schedule A - SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS**

**LESSEE:** Town of Hanover

**ADDRESS:** P.O. Box 483
Hanover, NH 03755

**CONTACT:** E. Douglas Hackett
Communications Director

**EQUIPMENT LOCATION (if different):**

**EQUIPMENT DESCRIPTION:**
Police recording equipment

---

**Vendor:**

WB Hunt Co., Inc.

**Equipment Cost:** $33,991.00

**Lease Term:** 4 years

**Payment Amount:** $6,000.00 first payment

(see attached Amortization Schedule)

**No. of Payments:** 4

**Pay Period:** Annual

**Advance Payments:** $6,000.00

**Option Price:** $1.00

**Amortization Schedule:** (see attached)

**Lease Commencement Date:** May 11, 2023

**First Payment Due:** May 11, 2023

---

**Lessor: Municipal Leasing Consultants**

**Lessee: Town of Hanover, NH**

By: ___________________________

Print Name & Title

Date: ___________________________

By: ___________________________

Print Name & Title

Date: ___________________________

Rev 10/06
Compounding Period: Annual
Nominal Annual Rate: 7.560%

### Cash Flow Data - Leases and Lease Payments

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<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Amount</th>
<th>Number</th>
<th>Period</th>
<th>End Date</th>
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<td>1</td>
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<tr>
<td>Lease Payment</td>
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<td>6,000.00</td>
<td>1</td>
<td></td>
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<tr>
<td>Lease Payment</td>
<td>07/01/2023</td>
<td>10,123.78</td>
<td>3 Annual</td>
<td>07/01/2025</td>
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</table>

### TValue Amortization Schedule - Normal, 365 Day Year

<table>
<thead>
<tr>
<th>Date</th>
<th>Lease Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Balance</th>
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</thead>
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<td>0.00</td>
<td>6,000.00</td>
<td>33,991.00</td>
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<td>07/01/2023</td>
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<td>295.68</td>
<td>9,828.10</td>
<td>18,162.90</td>
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<tr>
<td><strong>2023 Totals</strong></td>
<td><strong>16,123.78</strong></td>
<td><strong>295.68</strong></td>
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<td>07/01/2024</td>
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<td>1,373.12</td>
<td>8,750.66</td>
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<td><strong>2024 Totals</strong></td>
<td><strong>10,123.78</strong></td>
<td><strong>1,373.12</strong></td>
<td><strong>8,750.66</strong></td>
<td></td>
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<tr>
<td>07/01/2025</td>
<td>10,123.78</td>
<td>711.54</td>
<td>9,412.24</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>2025 Totals</strong></td>
<td><strong>10,123.78</strong></td>
<td><strong>711.54</strong></td>
<td><strong>9,412.24</strong></td>
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<tr>
<td><strong>Grand Totals</strong></td>
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<td><strong>2,380.34</strong></td>
<td><strong>33,991.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Last interest amount decreased by 0.03 due to rounding.

<table>
<thead>
<tr>
<th>ANNUAL PERCENTAGE RATE</th>
<th>FINANCE CHARGE</th>
<th>Amount Financed</th>
<th>Total of Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>The cost of your credit as a yearly rate.</td>
<td>The dollar amount the credit will cost you.</td>
<td>The amount of credit provided to you or on your behalf.</td>
<td>The amount you will have paid after you have made all payments as scheduled.</td>
</tr>
<tr>
<td>7.546%</td>
<td>$2,380.34</td>
<td>$33,991.00</td>
<td>$36,371.34</td>
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</tbody>
</table>
Schedule B - ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Equipment: See Schedule A.

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes, excluding latent or unknown defects. Lessee hereby accepts the Equipment unconditionally and irrevocably from Lessor, but waives no rights against supplier or manufacturer.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment is not being leased on any type or form of trial or rental basis.

Lessee: Town of Hanover, NH

By: ____________________________ Date: ____________________________

Print Name & Title

Schedule C - INSURANCE VERIFICATION

Paragraph 15 of the Lease states that you must carry insurance on the Equipment. Your insurance company shall name Municipal Leasing Consultants, as the loss payee to the extent of its interest if the equipment is damaged. Please fill out the information below to ensure this takes place. You are responsible for contacting your insurance agent to set this up. Please have a binder sent to us.

This is to confirm that the Equipment under Lease Purchase Agreement No. NH1975-02 is or will be insured for all risks of loss or damage from every cause whatsoever, and the Lessee shall also carry public liability insurance, personal injury insurance and property damage insurance covering the Equipment.

All such insurance shall be provided in accordance with the requirements of paragraph 15 of the Lease. Municipal Leasing Consultants and/or its Assignee shall be named to the extent of its interest "LOSS PAYEE" on the loss or damage coverage and "ADDITIONAL INSURED" on the liability coverage.

A binder describing the insurance coverage MUST be sent to Municipal Leasing Consultants and/or its Assignee by mail and/or Fax: 802-372-4775

AGENCY: ____________________________
ADDRESS: ____________________________
Agent's Name: ____________________________
Phone: ____________________________
Insurance Co. ____________________________
Policy No. ____________________________
Expiration Date: ____________________________

WE MUST HAVE A CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING THE VENDOR FOR THIS LEASE TRANSACTION.

Revision 10/06
Schedule D - ESSENTIAL USE STATEMENT

It is represented to Lessor that the Equipment will be used by Lessee for the following purposes: and the use of the Equipment is essential to its proper, efficient and economic operation. The expense is an ordinary and necessary expense of the Lessee and the use of the equipment is essential to the proper, efficient and economic operation of the Lessee.

Appropriation Certificate

The Lessee hereby certifies that all payments due for the fiscal year ending ___________ 20___, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: Town of Hanover, NH

By: __________________________________________ Date: ______________________

Print Name & Title

Schedule E - TAX STATEMENT

Lessee further covenants to Lessor as follows:

Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code").

The Equipment will be used for a governmental or proprietary purpose of Lessee and will not be used in a trade or business of any person or entity other than the Lessee.

The Equipment will have a useful life in the hands of the Lessee that is in excess of the term of the Lease.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 ("the Code"), including without limitation Section 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department, in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purpose of Federal Income Taxation.

Lessee will use the Equipment as soon as practicable and with all reasonable dispatch, for the purpose for which this Lease has been entered into. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of this Lease, would have caused any portion of the Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code, as amended. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Lease (the "Issuance Year") is not reasonably expected to exceed $30,000,000. Lessee and all subordinate entities thereof will not issue in excess of $30,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the Issuance Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended; 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $5,000,000.00. Lessee and all subordinate entities thereof will not issue in excess of $5,000,000.00 of tax-exempt bonds (including this Lease, but excluding private activity bonds) during the Calendar Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the excludability of the interest on the Lease from gross income for federal tax purposes will not be adversely affected.

Upon Lessor's request, Lessee shall, at its own expense, provide an opinion of recognized bond counsel acceptable to Lessor as to the above representations prior to acceptance of the Equipment.

Lessee: Town of Hanover, NH

By: __________________________________________ Date: ______________________

Print Name & Title

Rev10/06
Gorham Savings Leasing Group LLC  
63 Marginal Way  
Portland, Maine 04101

May 8, 2023

Town of Hanover  
PO Box 483  
Hanover, NH 03755

Lease # NH1975-02

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**Invoice**

Payment Due: May 11, 2023 $6,000.00

TOTAL DUE $6,000.00

Terms: Due upon receipt.

Remit to:

Gorham Leasing Group  
10 Wentworth Drive  
Gorham, Maine 04038
Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

Part I - Reporting Authority

1. Issuer's name
2. Issuer's employer identification number (EIN)
3. Number and street (or P.O. box if mail isn't delivered to street address)
4. City, town, or post office, state, and ZIP code
5. Report number (For IRS Use Only)
6. Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
7. Telephone number of officer or legal representative

Part II - Description of Obligations

Check box if Amended Return □

8a. Issue price of obligation(s) (see instructions) □ Single issue □ Consolidated return
8b. Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) □
9. Amount of the reported obligation(s) on line 8a that is:
9a. For leases for vehicles □
9b. For leases for office equipment □
9c. For leases for real property □
9d. For leases for other (see instructions) □
9e. For bank loans for vehicles □
9f. For bank loans for office equipment □
9g. For bank loans for real property □
9h. For bank loans for other (see instructions) □
9i. Used to refund prior issue(s) □
9j. Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) □
9k. Other □

10. If the issuer has designated any issue under section 285(b)(3)(B)(I)(II) (small issuer exception), check this box □
11. If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) □
12. Vendor's or bank's name:
13. Vendor's or bank's employer identification number:

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) I have authorized above.

Paid Preparer Use Only

Print/Type preparer's name □ Preparer's signature □ Date □ Check □ if self-employed □ PTIN □
Firm's name □ Firm's address □ Firm's EIN □ Phone no.

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038-GC.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC. Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds. Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-G for any tax-exempt governmental obligation with an issue price of less than $100,000. An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later. Filing a consolidated return for multiple issuers. For all tax-exempt governmental obligations with issue prices of less than $100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year. Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

For Paperwork Reduction Act Notice, see Instructions.
NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
Dated: May 11, 2023

MUNICIPAL LEASING CONSULTANTS ("Assignor") hereby gives notice that it has assigned and sold to Gorham Savings Leasing Group, LLC. ("Assignee") all of Assignor's right, title and interest in and to the rental payments and other amounts due under Lease Number VT1975-02, to the Town of Hanover, NH dated May 11, 2023 Municipal Lease Purchase Agreement (the "Lease") by and between Assignor and the Town of Hanover, NH ("Lessee"). All rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee at the following address:

Gorham Savings Leasing Group, LLC
63 Marginal Way, 2nd Floor
Portland, ME 04101

Lessee hereby acknowledges the effect of the assignment and absolutely and unconditionally agrees to deliver all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on or after the date of this Notice and Acknowledgment of Assignment.

Lessee agrees that (i) Assignee shall have all the rights of lessor under the Lease and all related documents, including, but not limited to, the right to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (ii) Lessee shall pay Assignee all installment payments and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against the original lessor, Assignor, Assignee or relative to the equipment, or any other claim of Lessee arising prior to the assignment and sale of the Lease to Assignee, (iii) Assignor or its Assignee shall retain any interest accruing between the Funding Date and the closing date, and (iv) Lessee has an unconditional obligation to make payments to Assignee and its assigns under the Lease and the Lease may be terminated by Lessee prior to all payments having been made only pursuant to non-appropriation.

Assignor and Lessee agree and acknowledge that this Notice and Acknowledgment of Assignment is made for and inures to the benefit of Assignee and its assigns. The Lease remains in full force and effect, has not been amended and no non-appropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, should be directed as follows:

Gorham Savings Leasing Group, LLC
63 Marginal Way, 2nd Floor
Portland, ME 04101

Lessee

By: __________________ __
Name: __________________
Title: __________________
Date: ________________

MUNICIPAL LEASING CONSULTANTS,
Lessor

By: __________________ 
Name: Renee M. Piché
Title: President
Date: ________________
Memo from HR

Re: Two new proposed positions

Administrative Coordinator

The Administrative Coordinator position is a temporary part-time position that will process thousands of invoices for DPW annually, perform inventory control and purchasing of consumable products, project financial reporting, and develop and update town GIS layers and maps. It has long been recognized that the current employee's unique skills who performs these tasks would not be easy to replace. Because they are retiring this year, we are creating this temporary PT position. There are no other financial manager/GIS specialists in the Town (currently).

The plan is that over the coming year, Public Works will collaborate with Finance to reorganize financial aspects of the current position and with Planning & Zoning and Assessing to address GIS upkeep and mapping functions. The current position would be part-time until the replacement position is revised, filled, and the replacement employee is trained, at which point the part-time position would be eliminated. The current employee intends to retire this summer but is offering to provide a part-time transition including training a replacement for up to 1 year. There is no fiscal impact to add this temporary PT position.

Pay Scale: $24.64 - $37.38, Labor Grade 12, Non-Exempt

Rental Housing Inspector/Health Officer

This full-time position is responsible for rental housing life safety code inspection, code enforcement, rental housing inspection and rental housing health inspection and enforcement. This position closely collaborates with rental property owners and tenants to ensure ongoing rental housing education related to tenant rights and responsibilities, landlord obligations and rental housing safety. The incumbent also serves as appointed Assistant Town Health Officer pursuant to NH RSA:128.

Pay Scale: $51,502.74 - $78,060.96 Labor Grade 15, Exempt