

BOARD OF SELECTMEN'S MEETING

November 15, 2004

7:30 PM – MUNICIPAL OFFICE BUILDING – HANOVER, NH

The Chairman, Brian Walsh, called the meeting of the Board of Selectmen to order at 7:30 pm. Present were: Brian Walsh, Chairman; Katherine Connolly, Vice-Chairman; William "Bill" Baschnagel, Selectman; Allegra Lubrano, Selectman; and Julia Griffin, Town Manager.

1. PUBLIC COMMENT

Chairman Walsh said he would like to thank Ms. Griffin, Willy Black, Sallie McAndrew, the Supervisors of the Checklist, and all those people who manned the check-in counters at the November 3rd election. We managed to have 6,500 voters through for the national election; as far as Chairman Walsh could tell there wasn't a hitch. He was very pleased. It was potentially a very difficult day and it went very well. Chairman Walsh asked Ms. Griffin to please pass that on to everyone else.

Duncan Mackintosh of 3 Pleasant Street presented Chairman Walsh with a petition signed by more than 50 people in his neighborhood of the Maple Street, School Street and Ripley Road area voicing their support of Ms. Griffin's and Chief Giaccone's drafting of a No Through Trucking Ordinance. Chairman Walsh thanked Mr. Duncan for his support. Mr. Duncan said the proactive stance is very good. *Mr. Duncan's petition is attached to these minutes.*

Ms. Griffin said that ordinance is in the Town Attorney's office for his review.

2. PUBLIC HEARING TO CONSIDER AND APPROVE VIDEO FRANCHISE AGREEMENT AND RIGHT-OF-WAY USE AGREEMENT

Ms. Griffin said this is the culmination of 2 long years. Two years ago the Merton Group made a presentation to the New Hampshire LOGIN (Local Government Information Network) and interested parties. They were interested in the concept of launching the concept of broadband in New Hampshire and were looking for communities who would be interested in having some feasibility assessments done for them. Ms. Griffin said she approached them right after the meeting to let them know that Hanover would be interested. We have been hearing from our citizens long before then, particularly in the hinterlands, that they would like to find a viable alternative to dial-up for their high speed internet access. This led to the drafting and mailing of 1,500 surveys. There was a very high response rate from folks saying they would like it tomorrow for somewhere in the \$45 a month range. That led us to find out more about how to make that happen in Hanover. This led to the development of a Memorandum of Understanding, which we implemented with the Merton

Group, and the Selectboard voted to sign last February. In addition the Merton Group began to prepare an application to The Rural Utilities Service for a RUS low-interest loan to make this happen. Under State law the Town still can't bond for the extension of broadband. It is also clear from State law that the Town can't be in the position of owning and operating a broadband network. As soon as the Memorandum of Understanding was signed, we began negotiations with the help of our telecommunications attorney, Rob Ciandella. What is before the Selectboard tonight are 2 documents, the Video Franchise Agreement and the Right-of-Way License with Hanover Broadband Network. Since that time we have done a couple of things. One, the Merton Group has partnered with Valley Net to be our local internet service provider, which will play an important role in all of this. In addition, we have benefited significantly, particularly in the earlier phase of this, from the input of the Technology Advisory Committee. We are the first community in New Hampshire where Merton Group will implement broadband deployment. They are in the process of working very closely with communities to our south all the way down to the MA border, with the notion of creating a network that will ultimately link over to the Manchester corridor.

We are the first community in New Hampshire that has put together the documents before the Selectmen, with one particular aspect of broadband communications, which is video systems. Broadband does not require a franchise agreement in the State of New Hampshire. One of the options that Hanover Broadband Network would like to provide is video to residents and we need a franchise agreement for that.

At the December 6th Selectboard meeting Ms. Griffin will be asking the Selectmen to set a Public Hearing to renew the Adelpia franchise agreement. We have taken great pains to insure that this franchise agreement and the Adelpia agreement are the same, essentially mirror images of one another.

Rob Ciandella is on hand to answer any legal questions that might arise. Terry McGarty and Archie Typadis from the Merton Group are also on hand to talk about the technology deployment, the schedule, and the rationale for how we have divided the Town into 5 different deployment sectors. What Ms. Griffin is looking for the Selectmen to do tonight is to offer any feedback they may have. She would then like their authorization, presuming what is heard tonight is supported and the Selectmen's comments are relatively routine in terms of making any final modification to this agreement. Ms. Griffin would like to make any final modifications and get the signature of the Selectmen. We will not need another Public Hearing for this; having another would be within the discretion of the Selectmen. This is the official Public Hearing pursuant to the adoption of the proposed Video Franchise Agreement and the Right-of-Way License Agreement.

Ms. Griffin said there are copies of all the documents available to the public and these documents are also posted on the Town website.

Chairman Walsh said he would like to start with an overview for the public, such as what is this we are talking about; what will it cost the user; what parts of Town will be served; and

when it will be real, assuming it is approved. There is a large map posted for the viewing public, which outlines the different deployment sectors.

Terry McGarty of Merton Group said he is on hand to answer any questions with regard to the proposal. The first issue is coverage. The map before the viewing audience is the coverage map the Merton Group reached agreement jointly with the Town. Mr. McGarty said the map is just as important as the process itself. The Merton Group has been working on this assessment for about the last 15 months. They have been making assessments of the streets in terms of telephone poles or lack thereof; what is public; what is private; whether the poles need "make ready", which would involve Verizon making improvements on the poles; the setback from the poles; and a variety of different factors. The Merton Group has done this on 6 to 8 separate occasions, for a long duration of time, including a trip with Town staff. They went around to make sure that all the Town roadways that were requested were covered. The map displayed is what is agreed to be representative of what the Town wants. The coverage area is pretty much everything to the east, without going beyond Moose Mountain. Chairman Walsh said the coverage area includes Ruddsboro Road, King Hill Road, Old Dana Road, Three Mile Road, Ferson Road, Thompson Road, and virtually everything to the west of that including Blueberry Hill. The map has been divided up into 5 sectors. Sectors 5 and 4 are the Downtown Sectors, Sectors 1 and 3 are the two inner sectors, and sector 2 is the outer most sector. *The map of this coverage area is attached to these minutes.*

The Merton Group has provided the Town with such things as the characteristics of these sectors. They then developed an implementation schedule and pricing sheet for video. The schedule shows how they will start to deploy each one of these sectors starting with sector 5, then sector 4, sector 3, sector 1, and finally sector 2. Ms. Griffin said this will take place all within a 9 month period. They are working with UCI and OFS, who is their fiber vendor. They have validated and verified that they can meet that kind of build-out schedule. The phone attachment requirements for sector 5 have already been completed; they have mapped every single pole and gotten all the materials necessary for the filings that go into Verizon for the make-ready requirements in that sector.

Mr. McGarty said if you take a look at the schedule, you will see that they should have everything completed by the middle of next year. He believes these goals are readily achievable within that time frame. The goal, particularly on sector 5, which is the first build-out, is to try to get to some first light by the end of summer of next year. This will give the Merton Group a chance to benchmark the overall system performance characteristics. The pacing item on this deployment is the ability to work with Verizon on the make-ready. The Merton Group has been, so far, working favorably and productively with Verizon on this. Mr. McGarty meets with them an average of twice a month. Archie Typadis is also interfacing with Verizon's group in Boston. Mr. McGarty is interfacing with his old associates in New York and well as the Verizon regulatory people in the Washington DC area.

Mr. McGarty said the Merton Group is using UCI, out of Atlanta, as their project manager. UCI has extensive experience in doing these types of make-readys in New England. Mr. McGarty believes having that type of experience and help facilitating the paperwork is a great asset.

In terms of pricing, the Merton Group has provided a preliminary pricing sheet. The video services they anticipate providing are somewhat comparable to Adelphia. The primary provider of video services is National Cable Television Coop (NCTC), which is a common feed. The current plan for Hanover is to duplicate a standard cable head-in configuration. They do reserve the right to take a look at doing IP video, which means they could do it with a significantly reduced head-in configuration; this is internet protocol video. The problem at this stage is the providers of content are not as significant as NCTC. They are looking at a combination of both of those as this system is developed. The Merton Group's vendor on the video headend side is Motorola.

Chairman Walsh asked Mr. McGarty, if he is a consumer and the wire goes by his house, what would he have to do to hook up? Mr. McGarty said the way it would work is if you have an interest in service, you would then call up and request that the service be provisioned. Provisioning is talking to a customer service person and they will take the information. Provisioning means they will set up a schedule (date and time) to be able to connect your house to the fiber that's in the street. The connection to the house includes 2 steps: One step is called providing of the drive, which is taking the fiber that's already on the pole drawing it down directly to the side of the house, so that becomes a drop. That fiber then gets connected to a box that sits outside of your house; that box converts the optical signal that's on the fiber into a set of electrical signals. One of those signals provides an interface directly to your cable system in your house and then you have a connection for your broadband internet connection in your house. That broadband connection can be done off the cable system, the telephone system, or you could have Cat 5 wiring, which is very high-speed wiring, at your request. The connection from their perspective is primarily done on the outside, it will require some connection between whatever wires are inside your house and the box that is outside. The box has power. It is powered by a both a battery and a low voltage 12 or 20 volt power supply light device that powers a doorbell. If power does go down the device is still powered for approximately 8 hours, and it is a rechargeable battery.

Chairman Walsh said once he is connected, aside from watching television on it or surfing the internet, what else can he do? Mr. McGarty said something that has evolved from initial discussions with the Technology Advisory Group in Keene and Peterborough is that this is an IP network (it uses the internet protocol). It's an open network, which means that every house, every device that has a connection to this network is addressable in some IP formatted manner. That means one of the things that you can do in addition to connecting to the outside world is that you can connect to anybody else that is on the network. For example, one of the things they have started to do at the hospital in Peterborough is have their physicians connected to the network in what's called a virtual private network. The physicians can connect to the internet through the hospital and not directly through dial-up. So by having a portal on the network, you have a very strong "on-net capability" that anyone

can talk to anyone else on the network without having to pay a fee to the internet provider or a video provider. You can put your webcam on the network and check out your home.

Mr. McGarty was chatting with some of the business people in the Downtown this evening and one of the things they would like the Merton Group to do is put a Wi-Fi network in the Downtown for the shopping districts and business people Downtown. This is the first point at which the Merton Group has felt they are close enough to have this conversation because commercial entities generally ask two questions; how much and when? They have agreed to set up a working group with the business folks Downtown and basically put together a proposal as to how they would implement a wireless network the Downtown business space. That would mean if someone in that network wants to take their laptop and go sit in the local cafeteria, they would still be able to connect to their business computer because you can create these virtual private networks at basically zero marginal cost. Once you have bought your portal, you are off and running with your portal and there is no connection fee.

That type of configuration will be called the on-net configuration. What the Merton Group is seeing it that can be one of the most powerful configurations this network can provide. The power of an on-net to on-net configuration will be expanded as the various towns are interconnected (clusters), then ultimately you would have the capability of going from Hanover to Lebanon, Hartford, Keene, Peterborough, Jaffrey, Milford, Goffstown, Warner, and the other towns the Merton Group is looking at. The Merton Group submitted an application to RUS for 10 additional towns which were Lebanon, Hartford, Peterborough, Jaffrey, Rindge, Goffstown, Hollis, Milford, Amherst, and Bedford. They have preliminary approval from RUS for those additional Towns. The intention is to start to connect those together. They have informed RUS of their intention to do a total of 41 towns by mid-summer of next year. That would amount to about 150,000 households. It would cover most of the towns going down 89, some in the western side of 93, and across 101. Ms. Griffin said Keene is not in there because their population is over 20,000 which means they are not RUS eligible. They are struggling with how to connect with this system on their own. They are very interested with the bonding-for-broadband discussion going on in Concord.

Selectman Baschnagel asked; whether it was a matter of establishing a contingency for Verizon that the target of sector 5 being up by mid next year, which was really pushing out a ways? Mr. McGarty said that is correct. They have preemptively started to work on sector 5, in terms of make-ready. They are ahead on sector 5 in terms of make-ready. Selectman Baschnagel asked if it is possible that if sector 5 is in by next summer, the rest will move up in the schedule. Mr. McGarty said this will depend on how he works with Verizon.

Tom Hall said he lives in sector 1. Mr. Hall asked Mr. McGarty if there is some flexibility in the timing schedule. The Downtown (sectors 4 and 5) already are cable saturated. Mr. Hall wants to know if they can do sectors 5 and then 1 because out in Etna they don't have cable in all the places. The residents in Etna could use this service and could give them some experience when they are rolling out the rest of the area. Mr. Hall's question is: can we move some of the schedule around and try to do some of the outlying areas which have very little in terms of cable? Mr. McGarty said originally sector 1 was the first sector.

Sector 1 is the easiest to do from a make-ready perspective. What he recommends at this stage is to get back together with some of the people in the various sectors, reassess, and have some flexibility in terms of how they do these. If sector 1 becomes a significant sector, then they have some flexibility to move the sector around, provided they provide the Selectmen with prior notice. Chairman Walsh said as the Selectmen, their objective would be to have it all done by June 2006. They need to take a Town wide perspective on this now as opposed to having major sections of this hanging out until 2007 or 2008. Ms. Griffin said the Town staff really pushed the Merton Group to go all the way out Thompson Road and all the way to the bottom of Ruddsboro Road. Part of looking at the rollout, to the extent that they can do the more populated areas in Town first, is this will provide them with additional cash to do that rollout all over Town. Since we are only talking about a 6 to 9 month difference between the implementation of the first and final sector, we see that as a relative compromise in terms of wanting the system to be everywhere on this side of Moose Mountain. We have heard loud and clear that all those roads are expecting to be served. We have been wrestling with what implementation schedule would make that happen most quickly.

Michael Beahan, Chair of the Public Access Station in the area, asked about the percentages of coverage as compared to Adelphia and how they would increase coverage. Mr. McGarty said he is not familiar with Adelphia's coverage numbers. Ms. McClain said she does not know the number of households that Adelphia covers, but the northerly part of River currently doesn't have cable television. There is also the big central core where only half of the residences have cable access. Ms. McClain said she does know from talking with Adelphia that they hope to expand their footprint, but to what extent she doesn't know. A representative of Adelphia said they currently have about 94% coverage right now. Mr. McGarty said they will be passing about 96% of the homes in the area.

Jeremy Katz asked what the ongoing obligation would be to provide service? Verizon now has Hanover in their fiber-to-home list. Mr. Katz asked: what happens with Verizon, Hanover Broadband, or Adelphia if one of those companies doesn't have enough customers to make it worthwhile; what will happen to the network that was just built? Mr. McGarty asked Mr. Katz if he knew something about Verizon's intentions that he doesn't? Mr. Katz said Verizon is planning to have fiber to the curb by the end of 2005. Mr. McGarty said he was not aware of that, but Hanover Broadband Network has made a commitment to the citizens of Hanover and they will take the personal risks in terms of execution. Mr. McGarty said he believes in his company's approach to the market in contrast to Verizon; Verizon's work is not an open network, Verizon's network is a proprietary closed hierarchical network whereas their network is IP to IP. With Hanover Broadband Network you will be able to get virtual private networking and local network addressing; that is a fundamental difference between what they offer and anyone else. In terms of financial liability, the Town would have no liability at all. What recourse the Town would have in the case of bankruptcy is dictated by federal law and their RUS bonding requirements.

Mr. Katz asked, assuming that this is qualitatively better, is there a chance that one of other competitors might withdraw from the market and leave less consumer choice? There is not

enough people in Hanover to accommodate so many competitors. Ms. Griffin said she would love to be in that position. We are at the point in Hanover where we want the service and if we ever got to the point where we had too many competitors in the market place, from a constituent standpoint, that's a good thing. We need to get started somewhere.

Chairman Walsh said the Selectmen will now go into the agreement and go over it page by page.

Chairman Walsh said the one price he does not see in the "Proposed Hanover Video Services" price sheet is just straight internet access without any television services. Ms. Griffin said it is not in here because it is not subject to the franchise agreement. Ms. Griffin asked Mr. McGarty what point he is at with pricing for just the high-speed internet, for those folks in Hanover who don't watch television. Mr. McGarty replied he believes the high-speed internet will be \$39.95 per month. This price is market rate because there will be at least three competitors in the area. Verizon's price for broadband is \$29.95, Hanover Broadband's service offers more. So Hanover Broadband will target their high-speed internet access somewhere in the range of \$29.95 to \$39.95 for internet only. There is a problem that has not yet been resolved and is not covered by this franchise which is the portal issue; this is the ability to connect just to the network. Right now the target price for just a portal connection is \$39.95. What the portal connection will do is give the consumer a 100 megabit on-net connection. Chairman Walsh emphasized the principle of this: Hanover Broadband Network will offer unbundled services.

Chairman Walsh asked if the agreement says Hanover Broadband Network will offer unbundled services anywhere in it. Rob Ciandella said there are 2 agreements in this. The Open Video Service Agreement is intended to franchise of license the use of Hanover property for the provision of video services. The Open Video Service Agreement is a provision of the 1996 Telecommunications Act; this is really a hybrid of the proprietary model we know as the cable system where the cable system owns and decides what content it delivers through them and the Common Carrier Communications Model, where anybody can get on to deliver a message from point A to point B. This was created by Congress to promote competition in video programming. The model they have created is a hybrid model where basically it is a 1/3 proprietary (cable like) and 2/3 open (common carrier like). The video service franchise is intended to deal with licensing an open video system in the Town. Broadband services are really the subject of the Right-of-Way Agreement. RSA establishes the legal framework under our State law through which anyone can come in and install telecommunications facilities in the right-of-way. The Right-of-Way Agreement is basically the granting of access to the Hanover right-of-way based on a finding of the Selectboard of public good.

Chairman Walsh asked if there is anything in these agreements that assures the Town unbundled service will be offered. Mr. Ciandella said to be an open video system is hybrid model of 1/3 proprietary control and 2/3 open network, federal law. That is what an open video system is. Chairman Walsh said he wants to insure that people can access the network at a reasonable price for network kinds of things as opposed to being bundled with lots of

other stuff. Mr. Ciandella said the best way to deal with that is to make it a Part of Finding of Public Good in the Right-of-Way Agreement. Mr. Typadis said you step beyond your authority in the Franchise agreement to be able to control anything other than the video services. The law permits you only to be able to control video services, not data service or telephone services. Telephone services are controlled by the Public Utilities Commission and data is uncontrolled. The issue is that the public benefit is a Statement in that Right-Of-Way Agreement, which is separate from the Video Services Agreement, could basically say that "unbundled access service will be provided on a variant level basis". Mr. Ciandella said in the Right-of-Way Agreement we are setting forth the public good condition, which the Town is finding as a condition of granting a right-of-way license. The mechanism by which all these points can be delivered is tricky because we are operating under two tracks of law.

Vice Chairman Connolly, referring to the installation schedule, said the Merton Group is installing the head ends a year and a half from now. Does this mean that no-one will receive services until that happens? Mr. McGarty said that is correct. Ms. Griffin said the set target for the head end is in March 2006. Mr. McGarty said he will amend that and move it forward.

Selectman Baschnagel said he was surprised when he read this schedule, based on some of the earlier discussion where we talked about 18 months from go to build-out. He notes the large contingency in the middle for the Verizon work-out, so you basically have a year from now to make everything ready and then we start building out the actual linked fiber. Selectman Baschnagel said he is a little surprised it is that far out. Mr. McGarty said he will go back to the schedule. What he did is stack all the make-ready, one on the other. Make ready is a problem. The biggest delay will be the Verizon effort, which is 90 working days. They are allowed to take that length of time, plus the time around it to do this. There is not much the Merton Group can do until that stuff is done. They may have a slight jump on Sector 5 that may move that time up and get them into the third quarter of 2005. The headend can get moved up. Selectman Baschnagel asked if it is at all possible to stage the make-ready in the same fashion as the rest of the build-out. Mr. McGarty said unfortunately the statutory limit of the 90 days for Verizon is whether he gives Verizon 1 telephone pole to do or 5,000.

Selectman Baschnagel asked if Verizon is the only company that could do this work? He was under the impression that Verizon shared the telephone poles with Granite State Electric. Mr. McGarty said if you were to look at a telephone pole, there is a top part of the pole, which is the power part. They would not go up there; that's Granite State. The lower part is the utility part where Verizon is and where they would try to get a space.

Mr. McGarty said they have looked at the poles in Hanover and 85% of the poles don't require make-ready, but 15% do. This varies significantly by sector. The most difficult hills to climb are Sectors 4 and 5, which is why they would be done first. In Sector 5 they already have all the data on every single pole including the condition of them. They are just assuming the statutory limit which says Verizon can't go any later than that date. The

Merton Group is hoping to facilitate it quicker. They would like to get to the point where they are providing service and booking revenue as soon as possible.

Selectman Baschnagel said he thinks it is important that everyone understands what the various pieces are so we don't get frustrated and start pointing fingers. Mr. McGarty said he is more than willing to come in and keep everyone apprised of where they are.

Selectman Baschnagel has a question on page 5 of the Video Franchise Agreement. In SECTION 2.6 – GROSS REVENUE FEE, it says there is a fee to pay the Town and a fee to pay the FCC, and what you pay the Town is the net of the two? Mr. Ciandella said that this definition tracks Federal law and how Federal law defines franchise fee. Mr. Ciandella said he doesn't know that other than a recurring certification fee which an OVS operator might be subject to, it basically nets out only fees and assessments that are peculiar to the operator, not general taxation or anything like that. Chairman Walsh asked if it would be acceptable to put a period after "FCC" and cross off the line "and/or the State"? Mr. Ciandella said it is subject to going back and looking at the CFR definition, as long as it's not inconsistent, yes. Chairman Walsh asked Mr. Ciandella to please look into it. Ms. Griffin said Chairman Walsh is concerned that the State will be grabbing us for revenue. Mr. Ciandella said it would have to be peculiar for an OVS operator under definition. Chairman Walsh said the way this is written, the Town can look for 5%, but if the State wants to take that 5% away from us they can. We are used to the State creating obligations for us and we are also used to the State creating ways to raise revenue that might not be in the Town's best interest. Chairman Walsh would like this 5% to be a certain number. Selectman Baschnagel asked if we can be comfortable that the FCC is not going to assess a 5% fee and take it back to the Feds as opposed to just the State? Mr. Ciandella said no we can't, but we also can't do anything about that.

Chairman Walsh said he has a question on page 7 of the Video Franchise Agreement, SECTION 3.1 – SERVICE AREA; LINE EXTENTIONS (a). The present service area speaks to "Public Ways or Streets" but later when you talk about the future service area, on the next page, its "Public Streets and Private Roads". In the present service area there are a fair number of non-public streets in condominium developments or cluster developments. Chairman Walsh would like to know why private ways are not in here. Mr. Ciandella said if you look at the definition of "Public Way or Street" (page 3, number 29) it includes, within the definition, is says "an area where the Town has property rights sufficient to permit its use for any purpose". This is language that Mr. Ciandella has used in cable agreements with Comcast where there is public way or street definition, where the municipality or the homeowners association might own a stretch of roadway. If standard utilities are being deployed, this is language that has worked in cable franchises agreements for the deployment of the cable plan along that street. The logic of the language way run counter to what Mr. Ciandella is being told the map shows. Mr. Ciandella's sense of what the difference was is that in the future deployment there would be private streets and the present service area did not include private streets. If that is wrong it should be reflected in the language. Ms. Griffin said she thinks we should modify the language because if you look at the maps the service map includes extension of the service onto private condominium roads such as Berrill

Farms, Velvet Rocks, and College Hill. Chairman Walsh said it extends on to portions of them but not all. In each of those cases there is a Town road and then off of that there are branches which are maintained by the condominium association. Ms. Griffin said we don't maintain the Velvet Rocks subdivision or the Berrill Farms subdivision. Mr. Ciandella said the controlling construction schedule is as depicted on Exhibit 8 (service area map). Ms. Griffin said the definition of a street being a "Public Way" is any area where municipal utilities or other utilities are installed. Mr. Ciandella said the Town has the authority under State law to authorize the extension of utilities along private rights-of-way. Chairman Walsh asked if this means those places where there are already utilities conduits underground, they would be serviced? Mr. Ciandella said typically yes, with the definition you have before you. You need not worry about how that definition might fit your facts on the ground, your facts on the ground are going to be controlled by Exhibit 8 (service area map). Chairman Walsh said the map ends in some places where there are units that are more than 200 feet from where the dark lines are but in fact have cable and phone underground. Mr. Ciandella said that is a matter for the Selectmen to advise him about. If the Selectmen believe that the present service area is inadequate in some way, they need to give Mr. Ciandella direction in some way. That is the present service area; that is the deployment of the cable plan within the road. The connection of houses is subject to houses within 200 feet being connected at no charge. Chairman Walsh said the point he is trying to make is that we have a number of places where there are private roads, which serve those and have utilities that are already underground. Some of the houses would be within 200 feet and some wouldn't be. Ms. Griffin said what we can do is get the detailed maps for the private developments and see how they match up to the service area map. Chairman Walsh said that would be okay.

Vice Chairman Connolly said this contract makes it clear this service will be available to all units on public streets and private roads. Chairman Walsh said he is talking about existing units on private roads. Selectman Baschnagel said it sounds like Exhibit 8 (service area map) needs to be updated in some places. Mr. Ciandella said what it boils down to is your direction should be reflected in Exhibit 8, which is the controlling document defining the present service area. If the Selectmen think Exhibit 8 is inadequate and does not extend the cable service in an area where it should be, they need to let him know.

Selectman Lubrano asked Chairman Walsh if he would be more comfortable if the language in that section of the document was consistent with the present service area and the future service area, so it is clear that public streets and private roads are covered in both. Mr. Ciandella said he is going to do that. For the Chairman's particular point about particular areas; Mr. Ciandella is saying that it is best to modify Exhibit 8 as well. Chairman Walsh said we will do both. Ms. Griffin said page 7 will say, under paragraph 3.1 (a) "on public ways or streets and private roads located within the Town".

On page 8 of the Open Video Franchise Agreement, Selectman Baschnagel said he has some concerns about the density provisions. For example, right now in the rural area the minimum frontage is 200 feet. That says there can be no more than a maximum of 26 homes per mile. That is the maximum if we sized every single rural lot to the smallest amount of frontage and built a home on every one. Selectman Baschnagel would suggest that 20 is much too high

and needs to be either be establish to what our current density is or some number considerably lower than 20. Mr. Ciandella said that assumes that you would only have houses on one side of the street. Selectman Baschnagel said that is true. Selectman Baschnagel said if we did have houses on both sides of the street the number would be 52. The fact is that are just 200 feet of frontage; most are much larger. Selectman Baschnagel said it would be a challenge to find any area outside of the Downtown, except the developments, that has a density of 20 homes per square mile. Chairman Walsh said he looked at that same phrase and thought about at the same numbers, then he looked at the map and said if we have fiber running by all of the streets that are there now and we have a future service area definition, where there might be cluster development; Chairman Walsh came to the conclusion that we solve that problem by already having fiber in. Ms. Griffin said in the current Franchise Agreement with Adelphia, we have a current density of 25 homes per mile. We are trying to negotiate them down to 20 homes per mile, assuming there are 10 homes on each side. The challenge for us was to get this build-out. Selectman Baschnagel said he thinks the present build-out is superb. What he is worried about is the development that goes in and puts in 10 homes. They are not going to be within those 20 homes per mile. Ms. Griffin said presumably that developer can pay to install the service. Selectman Baschnagel said this says there would be no obligation to provide service at all. He is trying to understand the limitations of this.

Mr. McGarty said there is also a level playing field requirement by State law which says, whatever they have, we have. If you take a look at the eastern most portion right now, there are about 7 to 17 homes per mile, just on the corridor alone. That is well below the threshold. To Mr. McGarty's knowledge, on Three Mile Road there are only telephone connections. That is the intention of the initial map. It defines an extension of coverage that far exceeds what the current incumbent has and also what the Town told them is satisfactory. The Merton Group expressly went out drove and photographed all these roads to make sure they are providing adequate coverage.

Selectman Baschnagel said he is not taking any exception to what we are establishing now. His concern is future development in the area. The master plan calls for maintaining a population balance between the rural area and the Downtown area. There won't be anymore Mulherrin Farms or Carriage Lanes. The developments out there will be clustered and Selectman Baschnagel is just trying to understand the implications as far as service coverage is concerned.

Mr. McGarty said there are two issues he would like to join. Over what mileage would you define houses per mile? If you have 20 houses in a quarter of a mile and no one over the next 2 miles do you have 20 houses per mile? Mr. Typadis said if in fact the Town's Master Plan promotes cluster development in that area, we should have language that applies a macro density formula with knowledge that we are going to be promoting a specific type of development in that area. If we do that then we will have achieved both objectives and we will have an economic rationale for extension of the plan.

Mr. McGarty said there is a second argument which is very important. On one hand, the Merton Group believes that fiber combined with wireless is the direction they would like to go. As that technology improves and allows integration, Mr. McGarty doesn't know how to put that in a franchise agreement. The Merton Group, as the builders, should have some flexibility in choosing an optimal and logical deployment plan. The issue isn't so much fiber as it is accessing that customer. If they can access that customer more economically from their fiber a half a mile out with a wireless connection and provide the same grade and quality of service, then to some degree they need the flexibility to do that. Selectman Baschnagel said he would agree wholeheartedly; it's access and quality of service that's the issue. If the Merton Group can provide the same level of service with a wireless connection, then it's stupid to require them to put in cable. The key is how do we describe that? Mr. McGarty said clearly the ability to combine fiber with wireless is an operable choice. It's an economically viable choice that will become more so as time goes by. Therefore what you are looking at is access to service not a specific deployment capability. Selectman Baschnagel said the way this is written it says that. Mr. Ciandella said it is not intended to dictate any particular means of service. The Cable Franchise Agreement is basically a license to install anything in the Town right-of-way.

Selectman Baschnagel said if you are going to do different modes than that would obviously have different pricing schemes. You shouldn't have to pay for the cable to go by a half a mile away and then pay in addition to that. Mr. McGarty said it actually looks like the wireless service is going to come in cheaper. Selectman Baschnagel said he doesn't know what those words should be but he encourages the parties involved to try to be a little imaginative there. Ms. Griffin asked Mr. Ciandella if he had any sense of what those words should be? Mr. Ciandella said not off hand, but he thinks they should simply be an affirmation of the principal we just heard. He doesn't think the language we have restricts in any way, it simply just actively suggests or promotes it.

Chairman Walsh said he had a question on page 9, SECTION 3.9 (b) but Ms. Griffin assured him she had dealt with it. This section deal with fiber-optic cable being provided to all municipal buildings for the exclusive use of the Town.

Selectman Baschnagel said on page 9, SECTION 3.7, he didn't understand the English. This is talking about third party video service. Referring to the line that says "that third party shall be solely responsible for all its collection and payment of any and all fees associated with and resulting from this Franchise Agreement"; Selectman Baschnagel said surely they will be responsible for collecting fees for their own service, but he would hate to be in the position of where the Merton Group doesn't pay the franchise fee to the Town because a third party didn't hand them the money. Mr. McGarty said this would refer to someone who may purchase a portal and decide to show movies on it and sell the service. The Merton Group may not know they are a third party video provider, they would have to sign a transport carriage agreement that says, if you provide video services, you have to abide by the conditions in the Video System Franchise Agreement and whatever money you collect, you owe the Town a franchise fee. What this does is say the Merton Group is not the tax collector for the Town. Mr. Ciandella said the portion of the open video system that

is open, the Town can collect a franchise fee based on the wholesale revenue derived by Hanover Broadband.

Selectman Baschnagel said he doesn't see anywhere in this agreement where there would be an obligation by an unaffiliated generator to pay the Town any money. Mr. Ciandella said that is correct. Selectman Baschnagel said in that situation he doesn't see any reason for that clause. It sounds like you are talking about a situation that can't occur under this agreement. Ms. Griffin said she will take a further look at this paragraph.

Selectman Baschnagel asked if there will be a rate made available for non-profits, for example Trumbull Hall in Etna Village which is owned by the church but really is a municipal resource. Mr. McGarty said he really hadn't given it any thought to that. Mr. Typadis asked if the Kiwanis Club or the Daughters of the American Revolution could be included in that group? Selectman Baschnagel said he is thinking merely of facilities. Trumbull Hall, for example, is a church hall used by the community. Mr. McGarty said Selectman Baschnagel is thinking more of community resources than non-profits. Mr. McGarty said opening this up to non-profits would open a "Pandora's box" of problems.

Selectman Baschnagel, referring to page 17, SECTION 7.3 – PERFORMANCE BOND; asked if the level of the bonds is appropriate. Ms. Griffin said yes.

Referring to page 17, the last line which says: "The Franchising Authority may not recover sums from multiple parties"; Selectman Baschnagel said clearly the Town shouldn't be paid twice but if in the course of damages the Town is owed \$50, we shouldn't go out and gather \$150 from three people because there's three people involved, but we should have the ability to collect one-third from three people. Selectman Baschnagel said he thinks this last line does that. Selectman Lubrano said she doesn't think it does that. Chairman Walsh asked Mr. Ciandella to look at this and make sure. Selectman Lubrano said she thinks Mr. Ciandella can just take that sentence out if he is comfortable with the way it is.

Chairman Walsh said he doesn't like the paragraph in SECTION 7.6 – REMOVAL OF THE SYSTEM. He thinks the Town should have a right of first refusal on this. Mr. Ciandella said he could certainly put in language in there that would give the Town the right of first refusal but it would have to be provisional right now, on the provision that the Town is legally authorized to obligate public money for this.

A resident asked about SECTION 8.1 – PEG CHANNELS. He would like to know if it is the intention to have public access both on Hanover Broadband and Adelphia? Chairman Walsh said our objective is to have the ability to have substantial community access channels in this Town. Ms. Griffin said we need to have 2 community access channels because not all residents would have the same service and this way everyone would have the ability to tune in to CATV.

Referring to page 32 titled EXHIBIT 7 ORIGINAL LOCATION; Ms. Griffin said it looks like we might add places like Trumbull Hall or other community building to the network as mentioned by Selectman Baschnagel previously.

Selectman Baschnagel said he had a couple of comments that he has passed along to Ms. McClain in terms of the Annual Report Form on page 30. He thinks this report should include activity that occurred over the previous year relative to coverage and service. Also included should be plans for the next year or two in terms of coverage and service.

Chairman Walsh asked the Selectmen if they have any comments relative to the LICENSE FOR ACCESS TO PUBLIC WAYS, rather than walking through this page-by-page.

Selectman Lubrano said the only comment she has would be the issue mentioned earlier about services being offered bundled and unbundled. Mr. McGarty said what we would do in ARTICLE IV THE RIGHT OF ACCESS is to articulate the public good. This ARTICLE IV will be rewritten to contain the public good findings. Selectman Baschnagel asked Mr. McGarty if it would be appropriate to identify the fact that they are providing IT based service? Mr. McGarty said the open network will probably have more endurance although the IT will be an integral part of that. The openness of a network is a very powerful construct that we would be very interested in incorporating that in. Selectman Baschnagel said what you are really saying is that open is non-proprietary. Mr. McGarty said open not just in video, but open in its fullest extent as well as unbundled. To the Merton Group, open means unbundled. Anyway the Town would want to put a twist on it, they are amenable to it.

Mr. Ciandella said the key would be to capture in this and recite as clearly as we can, what the Selectboard is addressing throughout this Public Hearing as the interests they have articulated. This should also include language that this Selectboard or a future Board to have enough flexibility to deal with the issue of this being for the public good. It is a very dynamic environment.

Jim Rubens from Etna said he had a brief dinner meeting with Mr. McGarty this evening to explore conceptually how a provisioning of a Downtown wireless service could fit into this. He is inquiring as to whether under this wireless plan the concept of public good is flexible. He would like to know if the flexibility to the public good could be used as a bargaining tool to get more services that are not video? Mr. Ciandella said the Selectboard has the authority under New Hampshire State law to condition access to the right-of-way based on public good. So the question would have to run through the Selectboard. Mr. Rubens said the argument could be made that there may be a public good in offering the Downtown dense area wireless service and that may be enabled by the video service.

Mr. Typadis, said with respect to the right-of-way, the jurisdiction of the rights and authorities of rights-of-way are under Federal law. It has certain parameters and doesn't extend infinitely to enable a franchising authority to dictate the terms of a particular rights-of-way agreement. The law is very clear in that it specifically States the franchising authority has to manage its rights-of-way; however, the definition of management and how

far that definition extends is in question. If it starts to impinge on the operational framework of the developer or the cable provide,r then it starts to get into that area that might be gray and it would be delineated as possibly be in violation of Federal law. It is clear that it is Federal law that directs it and the Selectboard should be cognizant of that Federal law.

Ron Boehm of Valley Net said, as a point of clarification, on page 26 of the Video Franchise Agreement, it talks about Municipal drop locations; we are not talking about free internet access, we are talking about video drops.

Jeremy Katz said he thinks that with the terms "open" and "unbundled" there are quite a few nuances that have been left as to what those terms actually mean. He thinks the Selectboard should take both of those concepts very seriously. What he understands "open" to means is that non-discriminatory access will be provided to anyone who wants to get on the network. So if there is one provider who wants to resell internet or video, a second provider will be offered exactly the same terms as the first. Unbundling also has a very specific connotation to it. The idea that for \$39.95 a customer can get basic video and data transport free to everybody, but if you wanted a data only port unbundled it would also be \$39.95; that's not really unbundling. That's just getting cable TV, removing the cable, but not lowering the price. Unbundling is assigning a value to a service and allowing someone to purchase just that service.

Mr Ciandella said the major thing he would like to say is that both of these agreements involve an interplay of Federal law with State law. There has been some discussion about the requirement to have a mirror image of what this franchise has against the Adelpia agreement. That's not the law; Federal law doesn't even require an open video system get a franchise from a municipality. New Hampshire law does; however, you have to read New Hampshire law to be consistent with Federal law. There is a portion of New Hampshire law that says there is a level playing field system that says another franchise shall be no less burdensome than the existing. That portion of New Hampshire runs afoul of Federal law. Federal law says that the provider of an open video system is subject to less regulatory burden. The whole concept of OVS from Congress's point of view is to promote competition. As a matter of legal prudence, we have striven to make the franchises pretty much eyeball-to-eyeball in terms of key provisions. The law does not require any kind of mirror franchises.

Mr. Ciandella said on right-of-way agreements we are talking about the interplay of Federal law and State law. The Federal law says that you can manage your public rights-of-way, you just can't create a barrier for entry of other telecommunications providers in your rights-of-way, and you have to manage your rights-of-way in a neutral, nondiscriminatory manner. Subject to that, you do enjoy, under State law, the authority to manage your public rights-of-way. You can condition the granting of access to your rights-of-way based on the public good. What Mr. Ciandella has been talking about is creating a flexible standard in the right-of-way license.

Just to sum up, in both these circumstances where there is an interplay of State law and Federal law. These agreements have been written in a way that Mr. Ciandella thinks is legally prudent but flexible and dynamic in order to take account of the fact that the law is shifting around us as we move forward on these agreements.

Mr. McGarty said he would like to thank Ms. Griffin, Ms. McClain, and their entire staff for the last 2 years. They have spent endless hours, time, and good will and the Merton Group could not have persisted in this without their effort.

Jim Rubens said the operable word is provisioning of a Downtown wireless network, not extortion.

Chairman Walsh closed the Public Hearing.

Chairman Walsh said he would like to have Ms. Griffin go back and make a list of the things that have come up. Chairman Walsh does not want to go over the documents again, what he would like to do is take that list and go over the resolution of the issues at the December 6th meeting. Ms. Griffin said Mr. Ciandella can't be at that meeting but she will draft a memo detailing how each how each issue of concern is addressed. Ms. Griffin asked Mr. Ciandella if it will be alright to take formal action that night. Mr. Ciandella said he will redline the portions of the agreement reflecting the changes.

Selectman Baschnagel asked if by coming back to this on December 6th are we keeping things moving in a way that's expeditious. Ms. Griffin said none of these things will be difficult to pull off. She would think that these changes could be done and to the Selectboard a week before their meeting on December 6th in a Monday packet delivery and make sure all the Selectmen concur. If they do they can all come in to sign the agreement. What Ms. Griffin recommends is to take an official vote tonight to authorize the documents, pending the modifications discussed tonight. Mr. Ciandella would want that vote to be subject to the Selectboard's review. Chairman Walsh said he would like to look it over on December 6th and vote on it then.

Ms. Griffin said we will just take this back up on December 6th, which is also the night we will set the Public Hearing for the Adelphia Franchise renewal; that Public Hearing will take place on December 20th.

3. RECOMMENDATION TO APPROVE TAX ABATEMENTS ON FOUR PARCELS PURCHASED BY THE CONSERVATION COMMISSION

Chairman Walsh said the Selectmen received a notice regarding this in their Friday packet. There are 4 parcels now owned by the Conservation Commission subject to the Town meeting action of 2003 and 2004. The tax liability comes to a total of \$845.

It was MOVED by Selectman Lubrano and SECONDED by Selectman Baschnagel to approve tax abatements on four parcels purchased by the Conservation Commission. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE TAX ABATEMENTS ON FOUR PARCELS PURCHASED BY THE CONSERVATION COMMISSION.

4. DISCUSSION REGARDING REPORT OF THE TOWN MEETING TASKFORCE

Chairman Walsh said there are a number of the members of the Town Meeting Taskforce present and he would like to introduce them; Tom Hall, Ann Downy, Cary Clark, Margaret Fanning, Julia Griffin, and Brian Walsh. Chairman Walsh said this group has worked hard and it did good work. The report will be available on the Town website. Ms. Griffin said she is giving the Selectmen a modified copy because there were some typos. Chairman Walsh said the other members of the Town Meeting Taskforce not on hand tonight are Willy Black, Kari Asmus, John Chamberlain, Sallie McAndrew, Sharon Nordgren and Bernie Waugh.

Chairman Walsh said the Selectmen received the report on Friday. Chairman Walsh said he thinks the future options for consideration speak for themselves. Chairman Walsh the conclusions speak for themselves.

Ms. Griffin said we have plowed through a number of options. This was only after we spent several months in data collection and analysis of data. We implemented some changes at the 2004 Town Meeting in hopes of streamlining it and making it a little less boring and bureaucratic. The Taskforce then, coming out of Town Meeting, did a debrief of the Town Meeting experience to see what the overall feelings were for the relatively minor changes that were made in 2004. They then dove into understanding exactly what State law allows towns to do at their Town Meeting. State law in fact, has some very specific components they allow for Town Meeting.

Ms. Griffin said included in the information distributed is a summary done by Bernie Waugh outlining the 8 forms of town government allowed under State law. Once the Taskforce had a chance to familiarize ourselves with the forms of government that are allowed, they then began to look at those forms of government and test them against the issues that they've identified as key and the goals that they've set for discussion amongst ourselves in the prior months.

The Taskforce has come up with 4 key recommendations. The first is the recommendation we already implemented on 2004, at Town Meeting, which was to make some fairly easy straightforward changes. We concluded that Option 1 was very effective set of improvements and it makes sense to maintain those practices on a permanent basis. Even if we did nothing else to Town Meeting, those were important changes. It made Town Meeting more enjoyable and shortened it up.

Ms. Griffin said Option 2 is the option that the Taskforce devised to create the ability to put bond votes on the official ballot and also to extend the ballot voting on the official ballot to one hour beyond the regular business meeting. This way someone who wants to vote the official ballot and come to Town Meeting can do it all in one sitting. Likewise, those who didn't care to attend the business meeting could vote absentee on the bond issues. The overall feeling is that this would be easy to implement but there was not universal support for this recommendation. The Task was split not quite 50/50 between this option and the next option. It wasn't clear we could do this without creating a charter commission and that is some research Ms. Griffin would need to do with Town Counsel. This doesn't open things up as much as people would like it to, so people would have the alternative of voting everything on the official ballot or coming to the business meeting or both.

Ms. Griffin said Option 3 is a fairly ambitious and more complicated approach. This would need some additional legal research as does Option 2. The initial take on this that Bernie Waugh has is that he thinks this would be doable. We would have to do some leg work to really think through the process. Once again there wasn't unanimity on the Option 3 approach because some of the members of the Taskforce who like Option 2, think Option 3 might be overly complicated. Those who liked Option 3 really liked it because it really opens up the Town Meeting process and truly makes it possible for folks to vote who can't attend the business meeting, because they could participate by voting the next day on an official ballot.

Ms. Griffin said the sense she thinks the Task Force has is that they have done their work and are deferring to the Selectmen for their judgment. Obviously Options 2 and 3 need some more work, Option 1 we've already done.

Chairman Walsh asked the Taskforce members present if they would like to make any Statements?

Tom Hall said the Task Force set as a goal to try to find a way to keep the essence of Town Meeting yet give everyone more opportunities to vote on everything. A lot of larger towns have moved toward SB2 on the continuum, so everybody gets to vote on everything. The smaller towns like the feeling of the Town Meeting where everybody can get together in a room and discuss. As the population grows there is a little bit of forcing in that direction. The reason there is controversy back and forth is that people don't like to take their finger off the traditional, yet there is a lot of feeling that people aren't getting the chance to vote. The statistics show that twice as many show up during the day to vote on the zoning than those who show up for the business meeting. In essence you are precluding those people from voting on everything. The compromise and the reason they push toward Option 3 is to try to accommodate that differential in voting. If you think out ten years from now, we will probably have internet voting on that new system that was talked about earlier. It's just a matter of how fast we move in that direction.

Cary Clark spoke on Option 3, which he had a role in developing. The questionnaires reflect that roughly half the Town wanting the Town Meeting and half prefer all day balloting

without a meeting. Option 3 is an attempt to get both. It really is nothing more than a collapsed SB2. SB2 has to be over a month long. It's a meeting and then motions, then the all day voting. It basically collapses the SB2 process from over 30 days to 24 hours, 7pm to 7pm. The only casualty is that under SB2 folks can vote absentee on the entire warrant. With this option folks can only vote absentee on the official ballot which could include bond issues. The feeling is that this probably does trample through several State laws, but they are just trying to write something that makes sense and where you can have a business meeting and where people can amend before they go home and they're done. The rest of the people can come back the next day with all the motions locked into place and vote on a ballot for the whole thing. Mr. Clark's sense is that there are a lot of communities that have adopted SB2 that would love the same answer. Mr. Waugh thinks that all or most of this could be done if we wanted to do it but if it isn't then Mr. Clark would hope through the Municipal Association we could have SB3 that would allow this. Mr. Clark hopes that if this would not be allowed by State law, that the Town would take it to the Municipal Association to see if there are other towns that might like to have that option.

Margaret Fanning said she has one concern about Option 3, which is why she supports Option 2. Her concern is that people just won't bother coming to the Town Meeting because they can vote the next day. That is one side effect of having Option 3, it will reduce the attendance of Town Meeting.

Selectman Baschnagel said he has had the opportunity to talk to people from SB2 towns. There is certainly the widespread feeling the official pre-ballot meeting just shrinks and shrinks. One of the things Selectman Baschnagel finds intriguing about Option 3 is that you are providing incentives to attend. In other words, you can vote; you can do something. Selectman Baschnagel said he shares Ms. Fanning's concerns that it will atrophy, but he would hope that you will still keep a vital size and level of participation in that because of he ability to sit down, have the discussion, and move on.

Chairman Walsh said he agrees with Ms. Fanning that voting the next day might cut down on the level of participation, but he is hoping offering free desserts will offset that.

Ms. Fanning said they have tried to put together a level of participation with the free babysitting and such, but there are still a lot of people who can't attend. Chairman Walsh said that is fine, if we could get it out over CATV; Selectman Baschnagel said he really doesn't care whether the people are at the meeting or not, as long as they participate in the discussion. That can be a passive participation; most people who attend the meetings do participate passively. The real key is that you are starting to get the benefits of Town Meeting in terms of education and exchange of options. If they do that at home fine, or if they come to the Town Meeting that is even better.

Vice Chairman Connolly said she shares Ms. Fanning's misgivings and therefore hopes we are going to investigate the legalities of Option 2 as well as Option 3.

Chairman Walsh said he was not trying to get the Board into stating their positions. There are no simple answers. Chairman Walsh said he thinks the Selectmen should receive the report and thank the Task Force for all of their hard work. We should set a time to have a conversation as to where we go from here.

Vice Chairman Connolly said she would like to know if these options are doable before we have any discussions or Public Hearings. That would be a good thing to investigate.

Ms. Griffin said she can send both of the options to both Town Counsel and the folks at the Local Government Center and ask them for their written assessment. Even if these are doable then we will still want to get Bond Counsel's opinion because one of the points raised by Walter Mitchell; which is that we should make sure that Bond Counsel is comfortable with the provisions, prior to any bonding to make sure that the procedure we've made to adopted for approving bonds is legally correct under the NH Statute System.

Selectman Baschnagel said this is the type of fresh look that has needed to be taken in this area. Selectman Baschnagel appreciates the work the Town Meeting Taskforce has done.

Vice Chairman Connolly said she would like to thank Bob Sokol for managing yet another Town survey.

Chairman Walsh said we will put this on the agenda for December 6th. We will let the Taskforce know if it's not going to happen then. Ms. Griffin asked if the Selectmen want the responses from Town Counsel and the Municipal Association by December 6th? Chairman Walsh asked if that is feasible. Ms. Griffin said she can ask, but that might drive the date. Chairman Walsh said that is one piece of it, but another piece of it is, do we want to kick it around and hold some Public Hearings ourselves? Chairman Walsh doesn't see this as a one night conversation. Even if we don't have definitive response, Chairman Walsh would still like to discuss this.

Ann Downing said as far as Ms. Fanning's concerns, you have to remember that half the people already don't come to the business meeting and a lot of those people can't come to the meeting. Yes, we might lose some people, but they're choosing not to go.

5. RECOMMENDATION TO ENTER INTO INTERIM ASSISTANCE AGREEMENT WITH THE STATE OF NEW HAMPSHIRE RELATIVE TO PROVISION OF SOCIAL SECURITY

Chairman Walsh said the Selectmen received a copy of the Interim Assistance Agreement in their Friday packets.

Ms. Griffin said this agreement was really a rehash of an agreement we have had in place with the State whereby, the Town agrees that it will provide welfare services to individuals who have applied for Social Security. It's clear that the State wants to make sure it has up to date agreements in place. This reflects a practice that we already have in place which is that

we have an agreement that we will cover our clients until they become Social Security Income eligible at which point the State reimburses us.

Chairman Walsh said he doesn't think the Selectmen need to walk through this on a page-by-page basis.

Selectman Baschnagel said he didn't see a term to this. Ms. Griffin said there is no term. It's one of those ongoing agreements that stays in effect until the State changes its mind about how they practice this.

Selectman Baschnagel asked if we have one that's already been signed? Ms. Griffin said we have one that is about 15 years old. She thinks the State, for whatever reason, wants get updated copies of it.

Selectman Lubrano said the Town could terminate this at any time if they so choose. Ms. Griffin said that is correct. We have the right to say to our clients, sorry you've applied for SSI, but we don't do that particularly because we get the bulk of that money back once they are determined eligible.

Ms. Griffin said she needs the Selectmen to vote to authorize her to sign this on behalf of the Town.

6. **Selectman Lubrano MOVED and Selectman Baschnagel SECONDED to authorize the Town Manager to sign an Interim Assistance Agreement with the State of New Hampshire relative to provision of Social Security. THE SELECTBOARD VOTED UNANIMOUSLY TO AUTHORIZE THE TOWN MANAGER TO SIGN AN INTERIM ASSISTANCE AGREEMENT WITH THE STATE OF NEW HAMPSHIRE RELATIVE TO PROVISION OF SOCIAL SECURITY.**

7. **BANNER REQUEST – HOOD MUSEUM**

Sharon Reed, Public Relations Coordinator for the Hood Museum said she is here to request permission on 2 separate projects. Both of them involve their 20th anniversary, which they celebrate in 2005. They will be featuring their permanent collections throughout the year.

The first project is to install nine double-sided vinyl banners on Main Street lampposts from January 25th to March 25th, 2005. Those would be general banners celebrating and announcing the Hood Museum's 20th anniversary. Each banner will feature a different image from The Hood Museum's permanent collection.

The second proposal is similar. They will highlight the Hood Museum's major exhibitions for the year which are "Marks of Distinction – 200 Years of American Drawings and Watercolors from the Hood Museum of Art". Those banners would feature a variety of

images from that exhibition. These banners would be displayed from March 25th through May 21st.

Vice Chairman Connolly said she thinks they look great.

Selectman Baschnagel asked if we have any potential conflict with other banners. Ms. Griffin said no, she checked.

Vice Chairman Connolly MOVED and Selectman Baschnagel SECONDED to approve the Hood Museum Banner request for the days specified. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE HOOD MUSEUM BANNER REQUEST FOR THE DAYS SPECIFIED.

8. APPROVAL OF MINUTES:

- **SEPTEMBER 27, AND OCTOBER 4 2004**

It was MOVED by Selectman Baschnagel and SECONDED by Vice Chairman Connolly to approve the minutes of September 27 2004, as amended. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF SEPTEMBER 27, 2004 AS AMENDED.

It was MOVED by Vice Chairman Connolly and SECONDED by Selectman Baschnagel to approve the minutes of October 4, 2004 as amended. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF OCTOBER 4, 2004 AS AMENDED.

8. ADMINISTRATIVE REPORTS

Ms. Griffin reported she is busy working on the budget so the department heads are just about to receive their budget materials from Betsy McClain.

Ms. Griffin said she will work with Mr. Ciandella to get the changes discussed tonight for the Open Video System Franchise Agreement and the Right-of-Way License Agreement. Once we sign those agreements, Ms. Griffin anticipates a flurry of requests for copies of those agreements from the 10 other communities that are benefiting from the second round of RUS funding. Ms. Griffin is trying to negotiate a little cash payment in change for a copy of these because they are basically getting about \$12,000 worth of documents and free legal advice of from the Town of Hanover. Chairman Walsh asked Ms. Griffin if it would help her for the Selectmen to set a price? Ms. Griffin said what she has negotiated so far is \$1,000 from Peterborough and she would like to be able to run with that number from the larger communities and maybe take slightly less from the smaller communities, like Jaffrey. We have spent about \$12,000 and Ms. Griffin would love to get \$8,000 or \$9,000 back.

Ms. Griffin said she and Ms. McClain are trying to plan the Selectmen's December and January agendas. There are a couple of things that they need to bring before the Selectboard. Ms. Griffin would like to bring the bonding versus reserving issue before the Selectmen in early January. This will lay the framework for budget discussions the Selectmen will have in February and early March. Given the time value of money we are going to look at the possibility of bonding that money rather than reserving it. When we reserve money, we take taxpayers money up front and they lose the benefits of that tax dollar. We would like to compare the 2 options with some sort of tax benefit analysis. Selectman Lubrano asked if other Towns reserve money. Ms. Griffin said she thinks Hanover is somewhat unusual in the extent to which we reserve, quite successfully. This Town has a long and noble history of reserving for the purchases of heavy equipment and some roadway work. Ms. Griffin said she thinks the reason most towns meetings are tumultuous is because they are bonding more often. From a manager's perspective, reserving is great because it creates a budgetary discipline that make things much easier when you go to Town Meeting to ask for approval because you are asking for money that has already been set aside. Bonding is far more disruptive. Ms. Griffin thinks Selectman Christie would like to look at this strictly from a fiduciary standpoint.

The other piece Ms. Griffin needs to bring back to the Selectmen is the Fire District discussion. Ms. Griffin said she now has some residential and commercial insurance information. Ms. Griffin has someone who is going to come and talk to the Selectmen about this. Ms. Griffin feels we need to arrive at some closure in terms of whether we want to address this or not. If we want to address this, do we want to talk about easing into something over 3 or 4 years and ideally get a game plan in place. Selectman Baschnagel said he was reviewing that discussion this past weekend and he was wondering if there is something he could do with staff to try to drive this to a conclusion. Selectman Baschnagel told Ms. Griffin if there is some way he can help, please let him know. Ms. Griffin is working on mapping this out and putting information together for the Selectmen. She is thinking she may bring this before the Selectboard on December 20th. The only thing planned for the December 20th meeting is the renewal of the Adelpia Franchise Agreement

9. SELECTMEN'S REPORTS

Kate Connolly

Vice Chairman Connolly reported the Planning Board met a couple of weeks ago and passed the Hanover High School site plan. In its final form, Vice Chairman Connolly thought it is rather nice. She thinks the site of the high school will be rather well done, unlike its acknowledged present condition.

Vice Chairman Connolly said the Planning Board had a joint meeting with the ZBA. First on the agenda was the proposed Farr subdivision, which is on the Greensboro Road. It is a proposed moving of a barn and placing of four units. What is particularly interesting about it is that it's in the single residence district which make four units an interesting question for

the ZBA. Next the meeting went on to the Velvet Rocks II site plan and subdivision. It's large and very interesting. We are going to see a new, very well clustered subdivision adjacent to the Velvet Rocks I. We are facing a great deal of proposed housing in that area. Vice Chairman Connolly said she understands the City of Lebanon has proposed rezoning that area south of Centerra for much more dense residential housing.

Bill Baschnagel

Selectman Baschnagel reported the Conservation Commission met last week. Selectman Baschnagel asked Ms. Griffin if we are going to place an ad for members? Ms. Griffin said yes, for both the Conservation Commission and the opening on the Zoning Board.

The Conservation Commission has been working on a number of things, the more immediate one is there are 6 new water bars on Wolfboro Road. That does not complete the exercise but it does complete the work that they had look at on the lower end.

The Conservation Commission is looking at three things that will probably come to the Selectboard. They are looking at an ordinance revision relative to Class 6 roads; giving the Public Works Director the ability to post Class 6 roads. Ms. Griffin said the ordinances are ready, she just needs to post them for Public Hearings. Selectman Baschnagel said the other thing they have been looking at has to do with highway recreational vehicles. State law is uniquely different than it is anywhere else. It basically says that we need approval in order to run them on public roads. This covers the whole gamut; this means any mechanized vehicle used for recreational purposes, not just four-wheelers. They will also want to be bringing some recommendations for Class 6 roads.

Vice Chairman Connolly said she has a question about the Conservation Commission. When we had discussion about the Goss Road properties, she thought we only had the resources to buy one of them; did we buy 3? Selectman Baschnagel said there were 2 parcels that we purchased. We bought 2 and there is a possibility that we may be able to work out a buyer for the 1, which would be very nice.

Allegra Lubrano

Selectman Lubrano said the Community Substance Advisory Committee met on the first of this month. Primarily we talked about the bonfire. Chief Giaconne was not on hand, so they did not have arrest figures but the consensus was that it went very well. There was general agreement that the lights made an enormous difference, eliminating the darkness back areas of the Green.

Selectman Lubrano said Howe Library had a Board meeting last Thursday. At the meeting they discussed the on-going renovation and the fact that they still need to raise the money. They are hoping that the public will continue to give. Everything is proceeding as

anticipated. The Stave puzzle raffle was this past weekend. There was a good turnout for that. Tom Blinkhorn was the winner.

Brian Walsh

Chairman Walsh reported he thanked the State Attorney General and Betty Dunn for their and, he thanked the College for its help with the election.

The Downtown Marketing Group has met a couple of times; the last one was about 2 weeks ago. The next meeting is coming up next Monday. The marketing people are dynamite, they have come up with some really good ideas.

Chairman Walsh said the bike path is expected to open next May 31st. This was voted upon 6 years ago at Town Meeting. Good progress has been made.

The Rec Board did a haunted house on Halloween. There were 175 children who went to the haunted house in the old community center building. Ms. Griffin said she went and it was very scary. For the younger kids, there was a carnival and there were 40 children there. Chad Denning is doing a fabulous job. The turkey trot is on November 21st at 1pm. The Occum Pond Party is scheduled for the 12th of February.

Chairman Walsh said between the Town, the Water Company, and the College, we need to do a land transfer. This is related to the affordable housing that the Town passed zoning for last spring at Town Meeting. Chairman Walsh asked Ms. Griffin to tell him how we are going to do this transfer. Ms. Griffin said the land right now is owned by the Water Company right now. If the Water Company gives the land to the Town, the Town can't accept it until we get approval at Town Meeting in May. The thinking is to simply have the Water Company transfer the land to Dartmouth. We have been up front as to what we expect from the College in terms of what we expect in exchange for the granting of the land. At the same time the College would grant the swapped parcel, which is watershed property, to the Water Company. The Town would not be in the middle of the transaction at all. Prior to the transaction the Town would send a letter to the director of the Water and Gas Division of the Public Utilities Commission to make sure they are comfortable with the transaction. It would appear that legally they don't need to approve the transaction. We want to be absolutely certain they understand what the purpose of the land swap is. The Town would not be the receiver of the parcel, the College would.

Chairman Walsh said the other way to do this is to transfer the land from the Water Company, to the Town, and then to the College; which would then go through Town Meeting next May. Chairman Walsh's sense is that Town Meeting worked this over through the zoning process last year and that in fact we have put this transaction, although specifically the movement of land; before the Town Meeting already and got an overwhelming positive vote. By doing this in a contractual manner in order to preserve the Town's rights, we don't need to take a step to delay it and go back to Town Meeting. Selectman Baschnagel said he doesn't disagree with Chairman Walsh with regards to Town

Meeting but Selectman Baschnagel thinks we need to be careful with the transfer of land in and out of the Water Company. We don't want to create precedence that allows other unforeseen transfers of land in and out of the Water Company. It is clearly a side agreement and the Town agrees to the transfer of land subject to certain conditions. Ms. Griffin said it is important that the Town have an agreement in place that says exactly what we expect. Selectman Baschnagel said the Water Company's minutes should also reflect the details of this agreement.

10. OTHER BUSINESS

There was no other business.

11. ADJOURNMENT

Chairman Walsh MOVED and Vice Chairman Connolly SECONDED to adjourn the meeting at 10:30 pm. THE SELECTBOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 10:30 PM.

SUMMARY

- 1. It was MOVED by Selectman Lubrano and SECONDED by Selectman Baschnagel to approve tax abatements on four parcels purchased by the Conservation Commission. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE TAX ABATEMENTS ON FOUR PARCELS PURCHASED BY THE CONSERVATION COMMISSION.**
- 2. Selectman Lubrano MOVED and Selectman Baschnagel SECONDED to authorize the Town Manager to sign AN Interim Assistance Agreement with the State of New Hampshire relative to provision of Social Security. THE SELECTBOARD VOTED UNANIMOUSLY TO AUTHORIZE THE TOWN MANAGER TO SIGN AN INTERIM ASSISTANCE AGREEMENT WITH THE STATE OF NEW HAMPSHIRE RELATIVE TO PROVISION OF SOCIAL SECURITY.**
- 3. Vice Chairman Connolly MOVED and Selectman Baschnagel SECONDED to approve the Hood Museum Banner request for the days specified. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE HOOD MUSEUM BANNER REQUEST FOR THE DAYS SPECIFIED.**
- 4. It was MOVED by Selectman Baschnagel and SECONDED by Vice Chairman Connolly to approve the minutes of September 27 2004 as amended. THE**

SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF SEPTEMBER 27, 2004 AS AMENDED.

- 5. It was MOVED by Vice Chairman Connolly and SECONDED by Selectman Baschnagel to approve the minutes of October 4, 2004 as amended. THE SELECTBOARD VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF OCTOBER 4, 2004 AS AMENDED.**
- 6. Chairman Walsh MOVED and Vice Chairman Connolly SECONDED to adjourn the meeting at 10:30 pm. THE SELECTBOARD VOTED UNANIMOUSLY TO ADJOURN THE MEETING AT 10:30 PM.**

Respectfully Submitted,





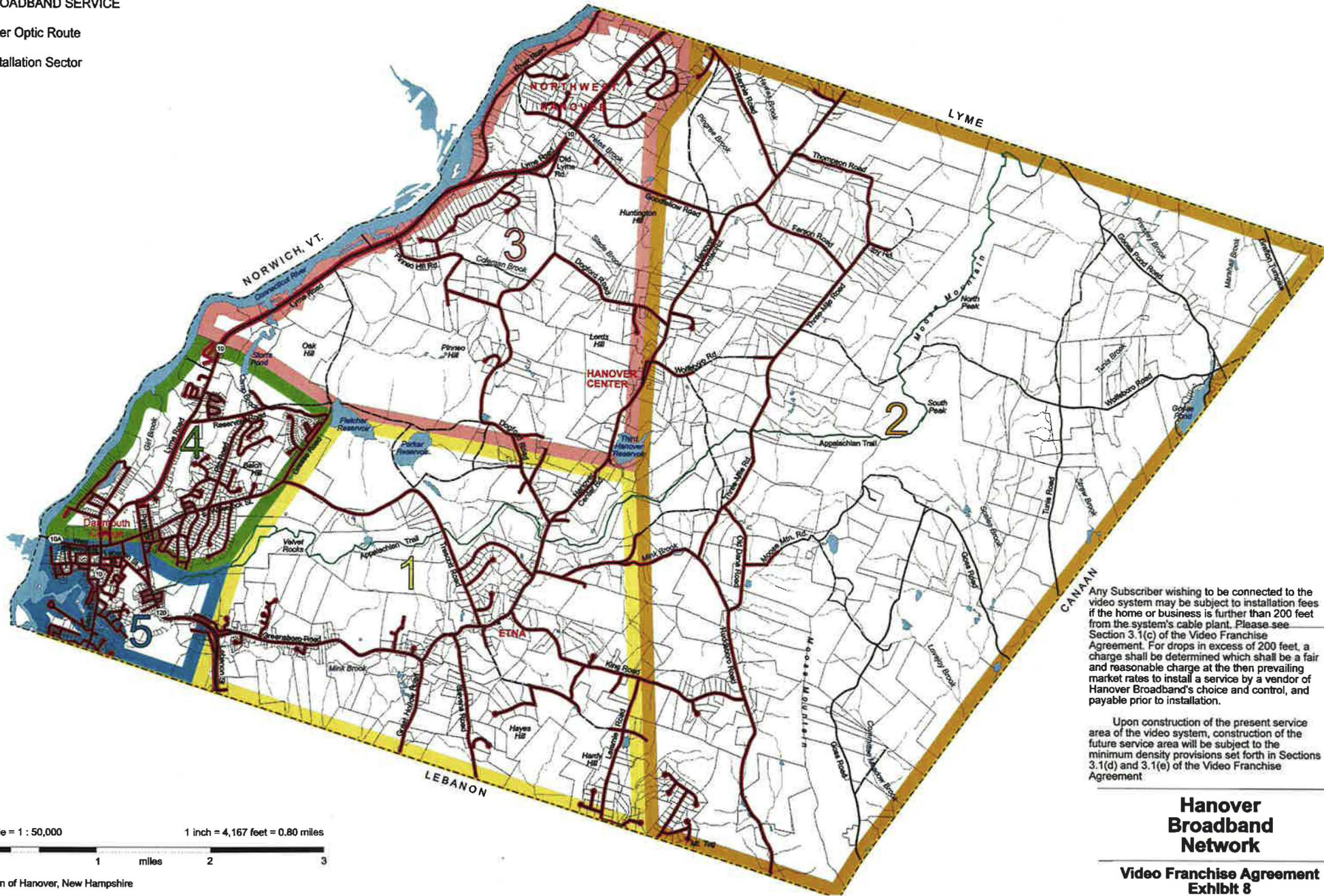
Allegra Lubrano, Secretary

Attachment: Petition submitted by Duncan Mackintosh
Attachment: Cable Franchise coverage area map

These minutes were transcribed by Susan Love

BROADBAND SERVICE

-  Fiber Optic Route
-  Installation Sector



Any Subscriber wishing to be connected to the video system may be subject to installation fees if the home or business is further than 200 feet from the system's cable plant. Please see Section 3.1(c) of the Video Franchise Agreement. For drops in excess of 200 feet, a charge shall be determined which shall be a fair and reasonable charge at the then prevailing market rates to install a service by a vendor of Hanover Broadband's choice and control, and payable prior to installation.

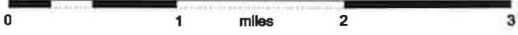
Upon construction of the present service area of the video system, construction of the future service area will be subject to the minimum density provisions set forth in Sections 3.1(d) and 3.1(e) of the Video Franchise Agreement

Hanover Broadband Network

Video Franchise Agreement Exhibit 8



scale = 1 : 50,000
 1 inch = 4,167 feet = 0.80 miles



Town of Hanover, New Hampshire

We the undersigned residents of Hanover, petition the town to prohibit through trucking on the residential streets of Ripley, School, Maple and West Street by vehicles having the gross weight rating of 18,000 pounds or more. We the undersigned, request the town of Hanover to modify the Town of Hanover Ordinance 20 to include Ripley, School, Maple and West Street.

For attachment to
Nov 15th minutes.

NAME	ADDRESS	
1. Duncan Mackintosh	3 Pleasant	
2. Ann Mackintosh	3 Pleasant	
3. DIANE REINHARDT	19 School	
4. Nancy Cheneley	22 AS	edlex
5. [unclear]	11 Pleasant	lo
6. George Wright	14 Maple	
7. Elmer Harp Jr	28 Maple	Elmer Harp Jr
8. Elaine G. Harp	"	"
9. Robert W. Christy	4 Pleasant	Robert Christy, Barbara W. Allen Charles M. Allen
10. Barbara W. Allen	1 Ripley Rd	
11. Charles M. Allen	1 Ripley Rd	
12. Christopher C Stowe	10 Pleasant Street	
13. Sally C Bell	8 Maple Dr	Sally C Bell
14. Lorraine Gresscott	17 School / STA. 3	Lorraine Gresscott
15. BRIAN McGUISS	60 Lyman Rd Hanov.	Gley
16. Henry Clews	22A School St	
17. Charles Bean	25 School St	Harvey M. [unclear] Hanover NH
18. Rindy Bean	25 School St	
19. Martha Burt	7 Ripley Rd	Hanover NH
20. David Lynn	31 School St.	David Lynn

We the undersigned residents of Hanover, petition the town to prohibit through trucking on the residential streets of Ripley, School, Maple and West Street by vehicles having the gross weight rating of 18,000 pounds or more. We the undersigned, request the town of Hanover to modify the Town of Hanover Ordinance 28, to include Ripley, School, Maple, and West Street.

NAME	ADDRESS	SIGNATURE
1. Sarah Sargan	35 School St	Sarah Sargan
2. ROBERT Z ALBER	37 School St	Robert Z Alber
3. Susan Leisy	21 School St	Susan Leisy
4. Jane Kitch	12 DOWNING RD	Jane Kitch
5. Reihart Sonnenburg	3 Lewin Rd	REIHART SONNENBURG
6. Marianna McKim	3 Lewin Rd	Marianna McKim
7. Jacqueline P. Clement	5 Lewin Rd.	Jacqueline P. Clement
8. M. O. Clement	5 Lewin Rd	M O Clement
9. J. B. Lovelace	8 Lewin Rd	J B Lovelace
10. Jan Lovelace	8 Lewin Rd	Jan Lovelace
11. Anne Roe	7 Lewin Rd	Anne Roe
12. Dale Bryant	13 Maple St	Dale Bryant
13. Suzanne Champlin	18 Maple St.	Suzanne Champlin
14. Douglas Hump	5 Prospect St.	Doug Hump
15. Philip Gouchevitch	3 Prospect St.	Philip Gouchevitch
16. Sarah Busby	1 Sargent	Sarah Busby
17. Phillip R. Perrinez	12 Sargent	Phillip R Perrinez
18. JANE SODERQUIST	11 Sargent	Jane Soderquist
19. Chris Soderquist	11 Sargent	Chris Soderquist
20. Suzanne Seck	2 Sargent St.	Suzanne Seck

We the undersigned residents of Hanover, petition the town to prohibit through trucking on the residential streets of Ripley, School, Maple and West Street by vehicles having the gross weight rating of 18,000 pounds or more. We the undersigned, request the town of Hanover to modify the Town of Hanover Ordinance 28, to include Ripley, School, Maple, and West Street.

NAME	ADDRESS	SIGNATURE
1. JOAN BAILEY	12 Maple St	Joan Bailey
2. DIRK VANDEWALLE	12 Maple St	D Vanderwall
3. Betsy Wakeman	11 Pleasant St	Elisabeth Wakeman
4. Sydney Stowe	10 Pleasant	Sydney Stowe
5. In School	16 Maple St	In School
6. In School	30 MAPLE	FRED S. TEFFT
7. GAIL RICHENS	28 1/2 MAPLE	Gail Richens
8. Tony Dietz	4 Read Rd	Tony Dietz
9. Susan Pepin	4 Read Rd	Susan Pepin
10. BOB & ANN McLAUGHLIN	7 Weatherby	R.D. McLaughlin/ADM
11. JOERG MENZEL	8 WEATHERBY RD.	Joerg H. Menzel
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		