

FINAL

BOARD OF SELECTMEN'S MEETING

JANUARY 3, 2000

7:30 P.M. - MUNICIPAL OFFICE BUILDING - HANOVER, NH

The meeting of the Board of Selectmen was called to order at 7:30 p.m. by the Chairman, Brian Walsh. Present were: Brian Walsh, Chairman; Marilyn Black, Vice-Chairman; Katherine S. Connolly; John Manchester; John Colligan; Julia Griffin, Town Manager; and members of the public.

Mr. Walsh announced that this meeting was being taped by CATV 6 and that hearing enhancement equipment was available for anyone who wished to use it.

Mr. Walsh congratulated Town of Hanover staff on getting the Town to the year 2000 without a glitch. Ms. Griffin noted that there were a couple of problems encountered with the State's computer program, but that Hanover's computer programs appear to be fine.

1. PUBLIC COMMENT.

John Montgomery, a resident of Wolfeboro Road near the Sands 'O Time development, read the following letter into the record:

"January 3, 2000

Hanover Selectboard
Town of Hanover
PO Box 483
Hanover, NH 03755

Subject: Town of Hanover Policy Regarding Development on Sands 'O Time Road

Reference: Letter from J. Edwards to Hanover Selectboard and Planning Board dtd. December 14, 1999

Dear Hanover Selectboard,

Over the past two months the Town of Hanover has been reevaluating its policy toward additional development on Sands 'O Time Road in Canaan, when such development requires the use of an "RSA 674:41 non-conforming road" in Hanover. I requested this policy reevaluation based on the observation that Hanover's existing policy of "no responsibility" does not comply with State Law (RSA 674:41). I also knew that Canaan would soon consider several RSA 674:41 exceptions for properties on Sands 'O Time Road.

Three RSA 674:41 Exception Hearings are scheduled in Canaan on January 10, 2000 at 7:00 PM. The purpose of this letter and my appearance before the Selectboard is to motivate a final discussion on this topic and to determine if the Hanover Selectboard will initiate a new policy or retain the Town's existing policy on this matter.

The relevant points of law are:

- RSA 674:41 prohibits additional development on all lots on Sands 'O Time Road unless an "RSA 674:41 Exception" is granted.
- The RSA 674:41 Exception process requires a public hearing and an impact analysis focused on the proposed use of the "nonconforming roadway".

The relevant circumstances are:

- Since 1983 neither Hanover nor Canaan have complied with the requirements of RSA 674:41 even though more than twenty-five new homes were constructed on Sands 'O Time Road.
- The circumstances of 51 homes sharing a common 20-foot wide right-of-way have created access problems and public safety risks.

Based on Mr. Edwards' memo to the Hanover Selectboard and Planning Board dated December 14, 1999, it is clear the Hanover Planning and Zoning Office does not understand the applicable statute or relevant circumstances of this situation. The erroneous interpretations of RSA 674:41 render the recommendations offered by Mr. Edwards flawed and seriously misleading. Additionally, since Walter Mitchell provides legal counsel to both Towns and has not advised either Town about the potential conflict of interest, serious concerns should exist about Attorney Mitchell's judgment on this matter.

The following problems exist with Hanover's current policy of "no responsibility" toward additional development on Sands 'O Time Road:

- Does not comply with State Law (RSA 674:41)
- Prevents Hanover residents from receiving appropriate notification about proposed development
- Denies the ZBA the opportunity to consider impacts on the Hanover section of the non-conforming road when new and expanded use is proposed
- Denies Hanover residents the opportunity to provide input about the impacts on the Hanover sections of Sands'O Time Road
- Prevents Hanover from applying any of its planning and zoning standards to evaluate proposed new and expanded uses of the non-conforming road in Hanover
- Does not take reasonable and prudent actions to protect the safety and property of Hanover landowners on Sands 'O Time Road

RSA 674:41 requires an impact analysis which considers the entire non-conforming roadway providing access to the proposed development. The Town of Hanover has a legal obligation to ensure a valid RSA 674:41 impact analysis occurs for the Hanover sections of Sands 'O Time Road.

If Canaan grants RSA 674:41 exceptions without a valid impact assessment covering the Hanover section of Sands 'O Time Road, the decision will be appealed to Grafton Superior Court. A Court ruling favoring this petition will have the following impacts to the Town of Hanover:

- It will affirm that Hanover has failed to comply with RSA 674:41 for sixteen years
- It will generate publicity which may be unflattering and unwelcome to Hanover
- It will establish a legal platform which may be used to launch additional litigation against Hanover

I believe this policy decision currently before the Selectboard will have a significant influence on the course of events and final outcome of this situation. I urge the Hanover Selectboard to:

- 1) become fully informed about the circumstances of this situation and the requirements of RSA 674:41,
- 2) obtain a second opinion for recommendations offered by Attorney Mitchell and the Hanover Planning and Zoning Office,
- 3) initiate a prompt dialogue with Canaan to ensure that all pending and future RSA 674:41 exception requests consider impacts for the entire road providing access to the proposed development.

Sincerely,

John Montgomery
151 Wolfeboro Road
Enfield, NH 03748

Attachment: RSA 674:41

cc: Jonathan Edwards, Director of Planning & Zoning, Town of Hanover
Hanover ZBA
Hanover Planning Board
K. William Clauson, Attorney"

Mr. Walsh thanked Mr. Montgomery for expressing his thoughts. He stated, however, that given the fact that Mr. Montgomery has threatened litigation against the Town of Hanover the issue will not be discussed further. Mr. Walsh added that the Board has a nonpublic session scheduled after the Selectmen's meeting. Mr. Montgomery stated that he had not threatened litigation against the Town of Hanover; Mr. Walsh answered that he believes the record, as well as Mr. Montgomery's letter, will show that Mr. Montgomery did, in fact, threaten litigation against the Town. He again thanked Mr. Montgomery for his thoughts on this matter.

2. DISCUSSION OF CONSERVATION COUNCIL GRANT APPLICATION TO RECREATIONAL TRAILS PROGRAM FOR CONSTRUCTION OF PEDESTRIAN BRIDGE OVER SLADE BROOK ON OLD SPENCER ROAD, A CLASS VI HIGHWAY.

Mr. Hugh Mellert indicated that he is a member of the Hanover Conservation Council. He explained that the Council intends to apply for a State grant program in conjunction with the New Hampshire Recreational Trails Program for the funding of trail improvements and construction of a pedestrian footbridge across Slade Brook at the location of Old Lyme Road and Spencer Road. He referred to maps of the area which were supplied to the Town with his previous memo.

Mr. Mellert stated that each year the State of New Hampshire Division of Parks and Recreation gives funds for trail improvement throughout the State of New Hampshire. He referred to the application regarding what projects are eligible for the funding; it states that "funds may be used for maintenance and restoration of existing trails, purchase and lease of trail construction and maintenance equipment, development and rehabilitation of trailside and trailhead facilities, trail linkages and acquisition of easements for property for trails. Mr. Mellert explained that Slade Brook Wilderness is an area bounded by Moose Mountain all the way to the Connecticut River. There is a green belt of land that provides a natural and scenic linkage between one end of Hanover and another. It is one of the few existing brooks and wilderness greenbelts from headwaters to the river that has very little, if any, development on the brook itself. He added that the area is largely surrounded by preserved or conserved land in large segments from beginning to end, with only about a dozen landowners that front the area. The ultimate goal of the Hanover Conservation Council is to create a conservation greenbelt that would stretch the length of the headwaters to the river on Slade Brook.

Mr. Mellert indicated that a large segment of this land is already in a conservation program with Dr. Doyle's property. The uniqueness of the land is that it provides a natural and scenic pathway. One of the recommendations by the University of Massachusetts Amherst students who did the recent evaluation of Norwich and Hanover was to create greenbelts from the mountains to the river. Mr. Mellert noted that they had recommended three greenbelts in their process, and he feels this is the perfect location for one of them.

Mr. Mellert pointed out that in an attempt to improve the area for recreational purposes, the Hanover Conservation Council intends to build a footbridge across the abutment of the Old Spencer Road bridge. The Public Works Department has looked at the location; Mr. Mellert believes that for any work to be done on a Class VI road there has to be a permit issued by the Public Works Department. That permit has been applied for, the abutters have been notified and an opportunity for their input into the process has been created.

Mr. Mellert briefly set forth some specifics about the footbridge and its location. It would be a footbridge 3 ft. wide with two guardrails, one on either side, in a location recommended by the Public Works Department. It would be 40 ft. in length with a metal bar in the middle to prevent any vehicles from crossing the bridge, making it a true pedestrian bridge. The footbridge would provide access to a somewhat difficult area in which to cross into the Slade Brook Wilderness area. In the Town of Hanover trail map the area is described as difficult at times. Mr. Mellert added that in times of high water or when ice is formed it can be tricky or sometimes treacherous to cross at that location. The creation of this footbridge is the first step of the Hanover Conservation Council in making the Slade Brook Wilderness area a conservation area. They feel that the more people that are aware of the area and utilize it, the easier it may be at some time in the future to preserve the land. He used the Mink Brook Nature Preserve as an example of people coming forward to make a preserved area.

Mr. Manchester stated his concern regarding restricting access by the corner of Dogford Road and Old Spencer Road. Mr. Mellert explained that the end of the road in that area is now quite overgrown, and the intention is to not do anything with it. The Council's intention is to do some improvement of access through Old Spencer Road to where the trail goes across, hits Dr. Doyle's property, comes across the brook and accesses the network of trails Dr. Doyle has on his property. The intention is not to come all the way to the top of Old Spencer Road, but to keep reduced access from the Nutt property.

Ms. Black noted that if signs, etc. were to be used, she would hope that they would be consistent with the signs already in use by the Conservation Commission. Mr. Mellert answered that they would be consistent. Another aspect of the project is to create an accurate, topographically correct trail map. He added that the project has been submitted to the Hanover Conservation Commission, and they have written two letters of support for the concept of trail improvements and the bridge crossing.

Dr. Sam Doyle, who lives on Goodfellow Road, stated that his property abuts about the middle third of Old Spencer Road on the left side. He indicated that he has walked the property recently, and noted that there are several trees across the road. He explained that there is access to his trail system which is on the north side, and that his trail system connects with Dave and Bev Nutt's property on the upper east end of the road, closer to Dogford Road. His primary concern is allowing access for wheeled vehicles. Dr. Doyle pointed out that he has signs on Goodfellow Road that foot travel is welcome on his trail system, but that wheeled vehicles and snowmobiles are prohibited.

Dr. Doyle stated that he also has a concern with what requirements regarding width, etc. might be included with the use of Federal funds on the property. He pointed out that with the amount of debris now on the roadbed, there is no present erosion from run-off. However, he feels that if that area is cleared an erosion problem might be encountered.

Dave Nutt agreed with Dr. Doyle's comments and concerns. He explained that his property is at the top of the old road on both sides of Spencer and Dogford Road. His main concern is having it opened up enough to allow motorized vehicles which will tear up the trails, and when they get to the top will have no place to go other than his land and trails. He asked if it would be possible, taking into consideration the request for Federal funds, to restrict the bridge in some way to prohibit motorized vehicles from crossing it.

Ms. Griffin answered that there are three trail projects that the State program will fund. One is for nonmotorized trails, one is for motorized trail projects, which she assumes are primarily snowmobile trails, and a third is for multiple user trails. It appears from the information from the State that the money can, in fact, be used for nonmotorized trail improvements, and presumably can be limited to nonmotorized vehicles. She added that the key is if technology is available to physically restrict

such access to ensure there are no motorized vehicles accessing the bridge.

Mr. Walsh stated that from the comments received it appears that pedestrian, non-wheeled, non-motorized access would be acceptable to all parties. The real concern is that by making this access easier, there would be the unintended consequence of wheeled and motorized access.

Mr. Manchester asked why access cannot be restricted to foot travel only. Ms. Griffin answered that the key is whether bridge technology is such that this could physically be accomplished.

Mr. Mellert reminded the Board that there would only be a 16 inch clearance on either side of the middle railing of the bridge.

Mr. Walsh indicated that the proposal is for the property to remain as it is from the right-angled corner on Dogford Road down to where it meets the trail at the border of Mr. Nutt's property and the Doyle's property line. Mr. Mellert pointed out that no work is being contemplated on Old Spencer Road from Dogford Road down to the Nutt's property line.

Mr. Walsh noted that it sounds as if there may be a bridge design that is sufficiently dangerous for wheeled vehicles to discourage such use, and asked if leaving a few strategic trees across the trail would tend to further discourage such use.

Ms. Griffin asked if there were National Park Service or Forest Service sample bridge designs available that have been effective in keeping out wheeled vehicles. Bob Norman answered that he would be glad to try to procure that information.

Ms. Griffin indicated that it should be made very clear to the State in the application that the intention is to look to them for some guidance on a bridge that would not allow wheeled or motorized access to the area.

Mr. Norman agreed that this should be made very clear, and it should also be made clear that the intention is to not make the trail wide. They also want to be sure that the trails do not go in a straight line, but rather wander around. He added that he understands there is a statute that says a Class VI road can be converted into a trail, thereby changing the access. Class VI roads currently allow motorized vehicles; changing to a trail would limit this access. Ms. Griffin noted that she has seen this issue on an agenda for discussion for a Conservation Commission meeting, and that Vicki Smith has brought it to the Commission's attention that such a statute exists. It is a fairly new statute, and Ms. Griffin believes it requires Town Meeting action.

Ed Chamberlin noted that such an action might be controversial; if a Class VI road were converted to trail status, this would limit abutting landowners from using the road to access their woodlots. Ms. Griffin stated that this issue would probably be a topic of discussion at future Conservation Commission meetings.

Mr. Walsh asked if there was a time limit attached to the application. Mr. Mellert answered that the application is due with the State on January 12th. Ms. Griffin summarized the previous discussion on this issue; she suggested that it sounds as if there are two key issues that would need to be emphasized in the application in order to address the abutters' concerns. One issue would be that no work would be intended from Dogford Road on Old Spencer Road down beyond the Nutt's property line to prohibit easier access for motorized vehicles; the other would be to task the Council, together with the Public Works Department and some resource information from other organizations, to come up with a final design that would be technically effective in preventing motorized vehicles from accessing the trail.

Ms. Connolly added that she would like to preclude all wheeled vehicles from accessing the property as they tend to tear up the trails.

Mr. Walsh noted that there should also be judicious flagging of already fallen trees that are not to be removed.

Phyllis Fox stated that she resides on Old Lyme Road; she referred to an e-mail sent to the Town by her husband who is not able to be present at the meeting. She indicated that she believes Slade Brook leads into the pond on her property. She is concerned that if there is erosion from any clear cutting that it might bring more silt into her pond, eventually filling up the pond.

Mr. Mellert stated that he believes Mrs. Fox's pond is actually fed by a tributary that is further up the road; it does not come from Slade Brook.

Regardless of any erosion concerns, Mrs. Fox noted that, as indicated in her husband's letter, they have an objection aesthetically to making the area more accessible. They feel that there are already trails and that people have adequate access to the area.

Ms. Griffin read Mr. Fox's e-mail into the record:

"This e-mail comes in lieu of my not being able to attend the meeting on the subject matter. I will be out of the area on business. I want to make a strong objection to this project. There is access to the trails in the area within yards of the contemplated bridge. Adding additional access will disturb the wilderness character of the area, invite more traffic and parking on this small road, and generally disturb the fragile nature of what remains of the shrinking ruralness around us. Mr. Mellert is employed by Dartmouth; his responsibilities include organizing group hikes for students, etc. The Upper Valley has miles of trails that are not overused. Surely Mr. Mellert's programs can be carried out in areas that already have access and parking sufficient for his needs. There is no stated need for this project. The cost, disturbance to the wilderness and its inhabitants, added traffic and potential parking of cars all seem to add up to a troublesome and unnecessary undertaking. I respectfully request that this project not be approved. Thank you.

Neal and Phyllis Fox
10 Old Lyme Road"

Ms. Black asked if there was any place on Old Lyme Road for cars to park. Mr. Mellert answered that there is a parking area at the location of the old entrance to Old Spencer Road. It is a large, grassy, triangular shaped area on the upside of the road, which is partly the Town's right-of-way and some of which might be Dartmouth Hitchcock property. He added that he has seen as many as a dozen cars parked there during hunting season.

Ms. Black asked Mrs. Fox if parking has been a problem. Mrs. Fox answered that it had not been, but if more cars were to park there they would have to park on the road.

Ms. Griffin asked Mr. Mellert what the average number of students is that are enrolled in the FLIP hiking program. Mr. Mellert answered that one day a year for a three hour time period he takes a snowshoe hiking class consisting of approximately 20 students into the area. In the last year during which he has been involved with the Hanover Conservation Council, he noted that he has coordinated their winter trips as well and has added a group of Town residents to the area one day a year for approximately a 3 hour time period.

Ms. Connolly stated that she would be in favor of allowing Mr. Mellert to provisionally move forward on the notion that there is a time constraint and that funding should be investigated. She indicated that she feels the minimum work possible should be done on the area. Ms. Connolly suggested that the funding be applied for with the notion that if the requirements discussed are not resolved, then the work would probably be stopped.

Mr. Mellert explained that if funding were approved, grantees would be notified in late spring with the expected work to begin by June 1 to be completed in a 2 year time period.

Ms. Black commented that this would allow two years to obtain a decent bridge design. Mr. Mellert explained that he has been in contact with Barker Steel in Lebanon; they have built a number of footbridges and are very knowledgeable about bridge design construction and the type of access that is desired. Mr. Mellert pointed out that the Dartmouth Outing Club has indicated that they have replaced a wooden bridge three times in 10 years; if the project goes through, Mr. Mellert hopes that the bridge would only have to be built once as the base of the bridge would be steel.

Mr. Colligan stated that he is aware that Mr. Mellert is a very strong conservationist; he added that he was very surprised to hear Mr. Mellert say that one of the rationales for putting a bridge in was to facilitate a long-term preservation of the area. Mr. Colligan's concern is that there has been degradation of the Mink Brook area caused by what he believes are non-motorized mountain bikes. He asked Mr. Mellert if he really believes the benefits of putting the bridge in, given what is there now and what sounds like fairly accessible wilderness, can be reconciled with strong concerns in terms of conservation.

Mr. Mellert answered that access to the area by mountain bikes would not be unchanged by building a pedestrian footbridge. If someone on a mountain bike wanted to access the land they could do it very easily anyway by picking up their bike and walking through the brook. The pedestrian footbridge would not provide them with any big improvement or access to the area. Mr. Mellert added that in the five years he has lived adjacent to the property, he has never seen anyone on a mountain bike going through the property in that area. Regarding the comparison to Mink Brook, he pointed out that the Mink Brook Nature Preserve is publicized in the Dartmouth Outing Club Guidebook as a mountain biking link to the area up behind the Hospital in the Boston Lot Lake area. This is currently in the process of being changed, but Mr. Mellert added that the area in question is quite unlike the Mink Brook area and does not provide the same kind of access.

Mr. Colligan asked Mr. Mellert what he sees as the maximum benefit of putting the footbridge in. Mr. Mellert answered that the maximum benefit of the footbridge would be safety and access to the area. There are times of the year when the water level is such that one cannot safely cross the brook. There are four months out of the year when ice conditions in that area are such that it is either difficult or dangerous to cross the brook on snowshoes, by foot, or skis. He feels that regarding impact on the environment, access for mountain bikes causing erosion or sedimentation to occur into the brook is very minimal. It has been recommended by the Public Works Department that a water bar be placed as an erosion control measure to direct natural drainage down Old Spencer Road. Mr. Mellert noted that construction of the new abutment for the bridge would include the control of the water flow so that it would not impact erosion on the abutment that is there.

Bob Norman indicated that if a bridge is constructed it will increase marginally the amount of traffic into the area. More people will become aware of the area and more people will hike there. If traffic is increased too much, the area will be spoiled, if too few people are aware of the area, it will be lost because no-one will care enough to come to its rescue when it is threatened. Mr. Norman commented that there is a strange balance to try to decide how much participation should be encouraged and when it is too much. He feels that the proposed bridge is not too much, and it may be just what is needed to save the area by making enough people aware of it. This would allow whatever help is needed to be generated in order to ensure that it continues to be part of Slade Brook Wilderness.

Dr. Doyle stated that as far as the bridge is concerned, he does not feel that the bridge by itself will impact the Slade Brook Wilderness area. However, if the downed trees are removed on Old Spencer Hill Road he feels that it will open up the area to wheeled vehicles, mountain bikes, dirt bikes, etc.

Ms. Griffin suggested that it might make sense for Dr. Doyle, Mr. Nutt, the Conservation Council, Mr. Norman, Mr. Walsh and Peter Kulbacki to walk Old Spencer Road to make a decision about whether or not to remove some of the downed trees. She commented that this could be made as a condition on the application.

Mr. Walsh stated that he would rather approach the conditions on the application slightly differently. If the Board is to support the application, he would like it to be done with the understanding that it is not an approval for any design, and that a specific design relative to the bridge, flagging, questions on parking and erosion needs to come back before the Selectboard before any work is commenced.

Mr. Chamberlin noted that he feels the Council should also explore how to make the approach safe, taking into consideration the very steep pitch just uphill on the bridge side.

Ms. Griffin indicated that the Board needs to direct her to write a letter that supports the submittal of the application to the State because the Town owns the property; the letter would indicate that the Board expects the Conservation Council, in concert with the abutters and Peter Kulbacki, to come back to the Board of Selectmen with a more specific plan that would include the bridge design to limit access to pedestrians, and to address the tree clearing issues, to address erosion control issues, and to ensure that there is no intrusion of vehicles parking on the roadway.

Ms. Black asked if such conditions would complicate the application process. Ms. Griffin answered that it would not be necessary to spell out the conditions in the application other than to indicate to the State that it is intended to be a non-motorized, non-wheeled trail use, which is an allowable use in the application.

Mr. Walsh brought up a possible concern with ADA requirements. Ms. Black suggested that the area cannot be ADA accessible if it prohibits motorized and wheeled vehicles.

Ms. Griffin pointed out that the application is silent with respect to ADA requirements. She recalled from the Recreational Trails Program, which is part of T21 and an extension of the ISTEPA program, that there is an allowance for non-handicapped accessible trails acknowledging that there are some trails across the U.S. that simply cannot be handicapped accessible.

Ms. Griffin also pointed out that Dartmouth College is submitting an application through the Recreational Trails Program for funding of a cross country ski grooming machine for their cross country ski trails on the golf course, so they will be competing with the Conservation Council for limited funding.

3. RECOMMENDATION TO APPROVE RECLASSIFICATION OF TECHNICAL SERVICES POSITION, AND CREATION OF NEW PART-TIME CHILDREN'S ASSISTANT POSITION FOR HOWE LIBRARY.

Ms. Griffin explained that the recommendation to approve the reclassification of the Technical Services position came out of the departure of Vicki Bedi from the Howe Library in early December, and coincided with the arrival of the new MIS Coordinator. The feeling was that once the MIS Coordinator was on board that it would be possible to downgrade the position held by Vicki Bedi because of the MIS Coordinator's expertise with

information systems. Ms. Griffin noted that she was approached by Marlene McGonigle who indicated that she would like to use the opportunity of looking for a new person to fill the position to downgrade, but that there were sufficient savings in the downgrade to add 8 additional hours in the children's program to supplement the full-time children's librarian. Ms. Griffin stated that she concurred with Ms. McGonigle that in terms of savings this made sense as it is a wash budgetarily. There are still some savings remaining even with the 8 hours added, but the Board would need to create a new Children's Assistant position because that job title does not currently exist; the Board's approval is also needed to downgrade the Technical Services position to Manager for Technical Services.

Ms. Black commented that in the past job descriptions always specified the amount of weight one would have to lift; she indicated that the Children's Assistant job description only says "frequently lifts light objects and occasionally lifts heavy objects". She asked if specifying the amount of weight is no longer needed. Ms. Griffin answered that not only is it no longer needed, it is recommended that current employment law states that a job description has to be absolutely specific as to the weight requirement if it is stated.

Ms. Black indicated that minimum qualifications for the Children's Assistant position requires completion of a B.A. in Library Science or Early Childhood Education. She feels that a B.A. in Library Science would not necessarily make a person a good children's librarian without some education in children's development. She suggested that both should be required for this position. Ms. Griffin noted that she would look at referencing children's development under the minimum qualifications section.

Mr. Colligan commented that he has four children that would benefit from any and all additions to children's services at the Howe Library, but repeated that they love the Howe Library the way it is and are happy with the services it provides. His basic question is that even though the proposal is presented as budget neutral, whereas the Howe Library apparently is going to be undergoing renovations that will increase their operating costs according to the Valley News by \$100,000, he would prefer to make any staffing decisions during the budget process. Mr. Colligan applauded the Howe Library staff for being budget neutral on this proposal, but would question the timing adding that he has not seen any details on the impact due to the increase in the building.

Ms. Griffin suggested that one option might be to approve the downgrade of the Technical Services Director to allow the Library to begin recruiting, and to ask the Library Director to come back to the Board in the context of the Howe Library budget to discuss plans for adding Children's Assistant hours. She pointed out that this would not, however, address the longer range issues of what happens five years from now when the Howe has successfully fundraised and expands its staff even further.

Mr. Colligan indicated that he continues to be ignorant on where the MIS Coordinator position is overlapping both with respect to the Howe Library and other areas of the Town. He stated that he would like to have the benefit of a better understanding of where there are overlaps before

making any decisions to bring on more staff.

Ms. Connolly asked if there is a charge-back from the Howe Library to the Town for the services of the MIS Coordinator. Ms. Griffin answered that it is all in the General Fund; however, there are some administrative overhead costs allocated to other funds such as Wastewater and Fire, for example. Because the Howe Library is funded out of the General Fund, there is no administrative overhead charge to the Howe Library budget.

Mr. Manchester asked how much would be saved by the recommended downgrade. Ms. Griffin answered that she believes \$4,700 would be saved in the downgrade. Regarding the adding of hours for the Children's Assistant position, she questioned whether it would be possible to find someone who is qualified who only wanted to work 8 hours a week. Ms. Griffin indicated that the Library has made it very clear that in the long run they would like to beef up the children's room staff; in a year from now the Howe Library may ask for an increase in the number of hours from 8 to a higher number.

Ms. Black MADE THE MOTION that the Board of Selectmen approve the downgrade of the Head of Technical Services/Information Systems position to a Grade 17, Head of Technical Services. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE DOWNGRADE OF THE HEAD OF TECHNICAL SERVICES/INFORMATION SYSTEMS POSITION TO A GRADE 17, HEAD OF TECHNICAL SERVICES.

Mr. Colligan indicated that he certainly would need a better understanding of whether the position is necessary in the context of the MIS Coordinator or whatever else might be going on in the future. He feels that the Howe Library is a special situation given the budget outlook.

4. RECOMMENDATION TO APPROVE ADOPTION OF LIGHT EQUIPMENT OPERATOR/HIGHWAY MAINTENANCE WORKER JOB TITLE AND CLASSIFICATION.

Ms. Black noted that the job title and classification refers to work being performed outdoors; she would like to add "in all seasons". Under minimum qualifications, she questioned whether a GED would be desired. Ms. Griffin answered that in the present economy the requirement of a GED for this position would not be realistic. As part of the reference checking process they could be sure that the individual could perform the job.

Mr. Colligan referred to the section discussing major duties, which indicates that the individual "sets and installs road and street signs". He would like to add "removes street signs" as well. He asked why the Board would consider this request at the present time before knowing how it would impact the budget.

Ms. Griffin answered that there is currently a position vacant which is a regular equipment operator's position. Keith Southworth and Peter Kulbacki wanted to create a lower grade position because they have several tasks in mind that need to be completed, and they want to be able to fill it with a lower grade. This would make a job title available if a lesser

qualified individual was hired to fill a regular equipment operator's position. This would add just a job title, not a position.

Ms. Black MADE THE MOTION that the Board of Selectmen accept the job description for Light Equipment Operator/Highway Maintenance Worker at a Classification 7. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO ACCEPT THE JOB DESCRIPTION FOR LIGHT EQUIPMENT OPERATOR/HIGHWAY MAINTENANCE WORKER AT A CLASSIFICATION 7.

5. UPDATE ON COALITION COMMUNITIES' ACTIVITIES

Mr. Walsh stated that contrary to what people may have read, Hanover has not joined the coalition communities' lawsuit. There was a meeting in Portsmouth where the report of the consultants, for which Hanover funded roughly \$10,000, was made available and subsequently passed on to the press. The fundamental conclusion of the report was that disparities in local assessments are so great that it is impossible to meet the constitutional proportionality standard.

Mr. Walsh pointed out that a consultant who worked on the report stated that the assessment practices are so disparate from town to town that there is no equity in a property tax base with the level at which it is equalized now. The estimate was that it would take 3 to 5 years and \$25 to \$35 million in expenditures to get to a place where an equalized property tax process was sufficiently sophisticated to meet the tests of plus or minus 10 percent. Typically in a property tax situation differences of 10% above or below would be expected, but there are claims of 50% statewide. Mr. Walsh stated that his conclusion is that this is not a donor community/receiver community issue, but rather an issue where the reliance on the property tax without spending \$25 to \$35 million and 3 to 5 years was unfair to all of the property tax payers in the State. Several individuals have filed a suit in Rockingham County basically challenging House Bill 999 and the use of property tax based on this information.

Mr. Colligan indicated that the individuals involved in the suit are the Mayor of Portsmouth, the Chair of the Selectboard of Rye, and a Selectboard member from Moultonboro.

Ms. Connolly explained that the suit is a class action suit, so it was felt that it needed more than one individual.

Mr. Walsh noted that the Board has made a commitment to the taxpayers of Hanover to hold a public hearing to tell them everything that is known relative to the situation, and to receive public input.

Mr. Colligan asked if Mr. Walsh anticipated taking action at the conclusion of that meeting. Mr. Walsh answered that he would like to hear the public's views before making this decision.

Ms. Black asked if every legislator has received a copy of the Coalition Communities' report. She suggested that every legislator should have a copy of it as they are the ones that will be making the decisions. Ms.

Griffin indicated that she is sure that every legislator will be receiving a copy of the report. She added that Portsmouth will shortly be calling another meeting of the Coalition Communities to discuss legislative strategies because many towns have indicated that there needs to be legislative issues and strategies coupled with legal actions.

It was the consensus of the Board to hold the public hearing on this matter on January 17th, and to invite members of the School Board to attend.

Ms. Griffin indicated that she would publicize the public hearing and run display ads to let people know that the Board seeks their input on the statewide property tax issue.

6. RECOMMENDATION TO APPROVE LEASE-PURCHASE AGREEMENT WITH SNAP-ON TOOLS.

Michael Gilbar distributed copies of a lease-purchase agreement with Snap-On Tools to members of the Board. He stated that it is necessary to have the Board approve any lease-purchase agreements, regardless of their size. The lease-purchase agreement now before the Board for its consideration is for a wheel balancer, tire changer and transmission flusher which will be used for all of the Town vehicles. The total cost of all of the items is \$13,265 at a 6.8% annual rate for a term of 60 months.

Mr. Walsh asked why the equipment would be leased rather than bought. Mr. Gilbar answered that in some cases it is actually more beneficial to lease rather than buy. In this particular case, the items were not included in an equipment capital reserve purchase at the beginning of the year. If the Department wished to obtain this equipment during the course of this year, they should have made the request last year at this time during the budget cycle.

Ms. Griffin noted that the cost benefit analysis made it clear that it was in the Town's best interest based on operation cost savings to acquire the equipment. She recalled that there was an 18 month or 2 year payback based on the cost associated with the lease purchase as opposed to purchasing it outright.

Mr. Colligan asked if competing vendors had been investigated; Ms. Griffin answered that they had.

Mr. Colligan asked if this agreement would result in an impact on the budget that the Department puts together. Ms. Griffin answered that there will be savings on the operating side next year in the approximate amount of \$2,400.

Ms. Black MADE THE MOTION that the Board of Selectmen ratify, approve and confirm the Lease-Purchase Agreement with Snap-on Tools for the lease/purchase of a wheel balancer, tire changer and Trans Tech II at a cost of \$13,265 at a 6.8% annual rate for a term of 60 months. Mr. Manchester SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO RATIFY, APPROVE AND CONFIRM THE LEASE-PURCHASE

AGREEMENT WITH SNAP-ON TOOLS FOR THE LEASE-PURCHASE OF A WHEEL BALANCER, TIRE CHANGER AND TRANS TECH II AT A COST OF \$13,265, AT A 6.8% ANNUAL RATE FOR A TERM OF 60 MONTHS.

7. CONSIDERATION OF A REQUEST FOR POLE LICENSE FOR LARAMIE ROAD.

Ms. Black MADE THE MOTION that the Board of Selectmen approve the request for pole license for Laramie Road. Mr. Manchester SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE REQUEST FOR POLE LICENSE FOR LARAMIE ROAD.

8. ADMINISTRATIVE REPORT.

Ms. Griffin reported that the Town's transition to the Year 2000 was made with only one minor glitch, which was the State's software for vehicle registrations. However, she believes that they have figured out a way to bypass the glitch and are now functional, other than the fact that the State did not send the Town enough license plates for the month of December.

Ms. Griffin also reported that she has been busy with budget preparations, with department meetings continuing for the next couple of weeks. Final assembly of the budget document will take place the last two weeks in January. Ms. Griffin noted that it usually takes four to six weeks to put the final document together, including making final decisions, going through a number of different scenarios, and inevitably making additional cuts during the last couple of weeks. In the case of this year, she will be coming up with three different scenarios for the Board - a 0% tax increase, a 2.5% tax rate decrease, and a 5% tax rate decrease. She stated that department heads have done a good job in coming up with recommendations for cuts, although she can see from looking at the budgets that ultimately it makes much more sense, in her opinion, to take comprehensive cuts in programs rather than small cuts in each department with small tax rate decrease impacts. She noted that part of what she will be wrestling with on the Board's behalf in terms of coming up with recommended reductions is what makes sense to cut and what will be both politically viable as well as operationally viable. Her goal is to begin assembling the final document early in February so as to have it done in plenty of time to give to the Board and to meet the budget review schedule beginning the last week in February.

9. SELECTMEN'S REPORTS.

Ms. Connolly

Ms. Connolly reported that the Planning Board meeting of January 4th will deal with Grasse Road and a development on Wheelock Street and Park Street. There is also a new subdivision consisting of approximately 7 lots on 100 acres on Blueberry Hill Drive and a Simpson Development Corporation subdivision. The Planning Board approved a fraternity addition and another small subdivision on Goodfellow Road as well as discussed zoning amendments.

Ms. Connolly also reported on an upcoming meeting of the Upper Valley Lake Sunapee Regional Planning Commission scheduled for January 12th which will deal with communication towers. She noted that the Town of Hanover had successfully addressed this issue some time ago with zoning amendments.

Ms. Black

Ms. Black congratulated Howe Library on a very well done calendar. She also wished to congratulate the Town Tunes and St. Nicholas for appearing at the Senior Center and having a wonderful Christmas party for the seniors.

Ms. Black also reported that Sunday, January 9th from 12 to 3 p.m. Christmas tree recycling will be held at the Public Works garage.

Mr. Manchester

Mr. Manchester reported that the Planning Board conducted a site visit on Valley Road on December 19th. The Board had some concerns with a curb cut that went out to E. Wheelock Street and did not allow enough queuing room. The Board recommended, and the College agreed, that the curb cut should be eliminated and relocated.

Mr. Manchester also reported that the Planning Board discussed the second phase of Grasse Road on December 21st, and he requested the Selectboard's guidance regarding sidewalks. He noted that he would hate to see three developments built with no sidewalks coming into town, and would like to see someone, particularly the applicant, do something about those sidewalks.

Ms. Griffin pointed out the sidewalk district would need to be expanded to include that area of town, and that the addition of the sidewalks would result in added maintenance responsibility for the Town in the Public Works Department sidewalk maintenance budget. If the decision is made to build a sidewalk, ideally the developer should build it at their own expense. However, in terms of overall maintenance, she pointed out that it is a significant additional length of sidewalk that would need to be plowed, and she suggested that the Board be cognizant of that ongoing maintenance responsibility.

Mr. Manchester pointed out that Shawn Donovan had indicated that there would not necessarily need to be a sidewalk, it could also be a trail.

Mr. Walsh recalled that there is a trail as part of that subdivision from Phase 2 down to Reservoir Road near the Ray School. Mr. Manchester stated that he had been referring to the top of Balch Hill.

Ms. Black commented that the sidewalk district will probably change as the Town develops. Ms. Griffin explained that she feels the Planning Board needs to be cognizant of the current sidewalk district when they stipulate that sidewalks be developed as part of additional residential development, and the Board of Selectmen need to understand the cost impacts of

maintaining sidewalks under the assumption that they will require plowing in the winter or repaving and maintenance on a regular basis.

Ms. Black suggested that the sidewalk district be eliminated because everyone uses the sidewalks.

Mr. Colligan asked if there is a precedent for who pays for sidewalks; he added that he feels the developer should absolutely pay for them. Ms. Connolly explained that the precedent is for shared cost. Ms. Griffin noted that it is not unusual for communities to require developers to make off-site improvements, including construction of sidewalks and enhanced roadways, as part of the approval process.

Mr. Colligan indicated that he would like to see the responsibility for constructing sidewalks be made explicit.

Ms. Griffin referred to the paving of Grasse Road to McDonald Drive, and explained that it was done because the whole Grasse Road Phase 1 neighborhood signed a petition requesting the Town to do so.

Ms. Black stated that if there is any paving of roads to be done that it be done at a cost to the developer. Ms. Griffin noted that this has been discussed with Dartmouth College, and they would expect this to be a condition of approval.

Ms. Connolly indicated that every time the Planning Board thinks a road should be hardpacked, she reminds them of the fact that 5 or 10 years later the Town ends up paving it.

Mr. Manchester also reported that the Planning Board meeting on January 4th will also include a hearing on the Trustees of Dartmouth College and Valley Road and a 100 acre subdivision.

Mr. Colligan

Mr. Colligan referred to possible Zoning Ordinance changes. He noted that many people have asked how the Board can try to help the public better understand before the day of voting about the Zoning Ordinance changes.

Mr. Colligan also inquired about the status of appointments for the Conservation Commission, Zoning Board and Planning Board. Ms. Griffin answered that she is in the process of running ads now for those vacancies.

With regard to the Downtown Vision, Mr. Colligan stated that he had reviewed the December 16th minutes and wished to clarify and emphasize that the spirit of the Board's discussion was absolutely to take a preliminary step which may lead to a Master Plan for the downtown part of Hanover. He wished to emphasize that he does not view what comes out of the report as binding on the Town of Hanover, and to make sure that the community understands that there will be very ample opportunities to participate and be an equal partner in whatever planning flows out of it.

Mr. Walsh stated that it is his sense that the process is a beginning rather than an end.

Mr. Colligan asked who is on the Downtown Vision committee which is scheduled to meet on January 12th. Ms. Griffin answered that the January 12th meeting is to plan the first public meeting which will happen in early February. She anticipates that 25 to 30 people will attend the January 12th meeting.

Mr. Colligan asked for the composition of the work committee. Ms. Griffin answered that it will be comprised of representatives from the Chamber of Commerce, Dartmouth College, Town staff, and several people who are not necessarily representatives of any of those three entities but are very active in the issue. Mr. Colligan noted that he wants to be sure that the members of the public are made aware of who the committee is and what their charge is. He assumes that as the meetings will be public meetings, the public will have an opportunity to attend if they are interested. Ms. Griffin stated that she will send to members of the Board a list of the people who are expected to attend the meeting on January 12th.

Mr. Colligan indicated that several Valley Road neighbors have asked him what the best way would be to approach the Board and Town regarding revisiting the stop signs on Valley Road. Ms. Griffin answered that she and Nick Giaccone have decided that the best way to talk about the overall issue was in conjunction with a neighborhood meeting which is planned for February to deal with the pocket park planned for the intersection of Valley and Chase to obtain neighborhood input regarding the preliminary design. The issue of the stop signs will be raised at this meeting. Some residents have asked to replace the stop signs with the same type of speed table which has been done on Rip Road. Mr. Colligan indicated that what was done on Rip Road and Schoolhouse Lane is great, and he would appreciate a similar thing being done on Valley Road.

Regarding the Biodiversity Grant discussion at the November 1st Board meeting, Mr. Colligan indicated that some people were concerned about suggestions made at that meeting. He noted that he had suggested at that meeting that there may be a possibility for the \$2,500 for year 2 of the funding for the \$5,000 of the Biodiversity matching grant could come from a source within the Conservation Commission. He added that he did not specify the fund, but his sense after looking at some of the other \$5,000 appropriations that the Board has made is that he would be prepared to come to the next meeting and move that the Board appropriate the \$2,500 so that there is no uncertainty. Mr. Colligan indicated that he wished to give his colleagues on the Board the opportunity to respond to those concerns because confusion did exist.

Ms. Griffin stated that the funds are now on a wish list; the Town's match for the Biodiversity study would come into effect July 1, 2000. There are three wish list items that Planning and Zoning has submitted in addition to the normal operating budget that would not necessarily shortchange the Conservation Commission's operating budget.

Ms. Black asked if the funds could come out of the Conservation

Commission fund. Mr. Colligan answered that there are some people on the Commission who would rather not have that happen. Ms. Connolly pointed out that it will have to be funded because the Board voted to do so.

Mr. Walsh

Mr. Walsh reported that the Community Substance Abuse Advisory Committee met recently. The Committee applied to the Upper Valley Community Foundation in September for funds to enable an unspecified group from the High School, with support from Dartmouth College students, to create some additional substance free events throughout the school year. Between the Upper Valley Community Foundation, the Lyme Community Foundation and others, CSAAC has raised \$6,500 for this purpose. He stressed that the planning for these events will not be done by parents but rather by high school students together with a few interns from the College.

Mr. Colligan asked if there was any opportunity to have the group include Lebanon High School students. Mr. Walsh answered that the Committee had discussed this option, but had decided to try to get some momentum going in the Dresden district before broadening its scope.

10. APPROVAL OF MINUTES - DECEMBER 6, 1999.

Ms. Connolly MADE THE MOTION to approve the minutes of December 6, 1999, as amended. Mr. Colligan SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF DECEMBER 6, 1999, AS AMENDED.

11. OTHER BUSINESS.

There was no other business to come before the Board.

12. ADJOURNMENT.

Ms. Black MADE THE MOTION to adjourn the meeting. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO ADJOURN THE MEETING.

Ms. Connolly MADE THE MOTION to go to non-public session to discuss a matter which may affect the reputation of an individual. Ms. Black SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO GO TO NON-PUBLIC SESSION TO DISCUSS A MATTER WHICH MAY AFFECT THE REPUTATION OF AN INDIVIDUAL.


SUMMARY

- 1. Ms. Black MADE THE MOTION that the Board of Selectmen approve the downgrade of the Head of Technical Services/Information Systems position to a Grade 17, Head of Technical Services. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE DOWNGRADE OF THE HEAD OF TECHNICAL SERVICES/INFORMATION SYSTEMS POSITION TO A GRADE 17, HEAD OF TECHNICAL SERVICES.**

2. Ms. Black MADE THE MOTION that the Board of Selectmen accept the job description for Light Equipment Operator/Highway Maintenance Worker at a Classification 7. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO ACCEPT THE JOB DESCRIPTION FOR LIGHT EQUIPMENT OPERATOR/HIGHWAY MAINTENANCE WORKER AT A CLASSIFICATION 7.
3. Ms. Black MADE THE MOTION that the Board of Selectmen ratify, approve and confirm the Lease-Purchase Agreement with Snap-on Tools for the lease/purchase of a wheel balancer, tire changer and Trans Tech II at a cost of \$13,265 at a 6.8% annual rate for a term of 60 months. Mr. Manchester SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO RATIFY, APPROVE AND CONFIRM THE LEASE-PURCHASE AGREEMENT WITH SNAP-ON TOOLS FOR THE LEASE-PURCHASE OF A WHEEL BALANCER, TIRE CHANGER AND TRANS TECH II AT A COST OF \$13,265, AT A 6.8% ANNUAL RATE FOR A TERM OF 60 MONTHS.
4. Ms. Black MADE THE MOTION that the Board of Selectmen approve the request for pole license for Laramie Road. Mr. Manchester SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE REQUEST FOR POLE LICENSE FOR LARAMIE ROAD.
5. Ms. Connolly MADE THE MOTION to approve the minutes of December 6, 1999, as amended. Mr. Colligan SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO APPROVE THE MINUTES OF DECEMBER 6, 1999, AS AMENDED.
6. Ms. Black MADE THE MOTION to adjourn the meeting. Ms. Connolly SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO ADJOURN THE MEETING.
7. Ms. Connolly MADE THE MOTION to go to non-public session to discuss a matter which may affect the reputation of an individual. Ms. Black SECONDED THE MOTION and the Board of Selectmen VOTED UNANIMOUSLY TO GO TO NON-PUBLIC SESSION TO DISCUSS A MATTER WHICH MAY AFFECT THE REPUTATION OF AN INDIVIDUAL.

The meeting of the Board of Selectmen was adjourned at 9:35 p.m.

Respectfully submitted,


John Colligan, Secretary

These minutes were taken and transcribed by Nancy Richards.

Snap-On Lease Summary

Trans Tech II	3,820.75
Wheel Balancer	3,480.75
Adaptor	174.30
Tire Changer	4,160.75
Leak Check	1,440.75
Shipping	150.00
Recording Fee	<u>38.25</u>
Total to Finance	13,265.55

Annual Rate 6.8%

Monthly Charge	261.42
Term	<u>60.00</u>
Total Payments	15,685.20

Total Lease Charges 2,419.65
Buyout 1.00

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form consistent with and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

7. TITLE; SECURITY INTEREST. If Title Option A in this Lease has been chosen, you will hold title to the Equipment in accordance with the Supply Contract. If Title Option B in this Lease has been chosen, we will hold title to the Equipment. If (a) you have not terminated this Lease in accordance with Section 16 of this Lease and (b) no Default exists, then upon your payment to us of all Lease Payments and other amounts due under this Lease, at the end of the term of this Lease, you will be entitled to our interest in the Equipment, "AS IS, WHERE IS," without any warranty or representation from us, express or implied, other than the absence of any liens by, through or under us. To secure payment of all amounts due to us, to the extent permitted by law, you grant us and our assigns a purchase money security interest in the Equipment (including any replacements, substitutions, additions attachments and proceeds). You will keep the Equipment free of all other liens and encumbrances. You will deliver to us signed financing statements or other documents that we request to protect our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principal balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under Supply Contract, and that you may contact the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, with notification to you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set off that you may have against us.

12. LEASE PAYMENTS; PREPAYMENT OPTION. You agree to pay us the Lease Payments, including both the principal and interest portions (the amount of principal and interest included in each Lease Payment has been, and will be determined according to the standard actuarial method of calculating interest, which applies the Annual Rate of Interest specified above on a monthly basis to the declining balance outstanding). If you give us 30 days' prior written notice and no Default exists, you may prepay and terminate this Lease by paying us on any Lease Payment due date the Lease Payment and any other amounts then due under this Lease, the unpaid principal balance as of such date, and a service charge related to the prepayment of this Lease. If you fulfill such conditions, you will be entitled to our interest in the Equipment as set forth in Section 7 of this Lease.

13. INDEMNIFICATION. With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), to the extent permitted by law, you agree to reimburse us for and, if we request, defend us against any such Claims.

14. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.

15. FUNDING INTENT. You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

16. NONAPPROPRIATION OF FUNDS. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur and (y) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

17. AUTHORITY AND AUTHORIZATION. You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such applications and/or funds have been designated for the payment of those Lease Payments that may come due under this Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

18. GOVERNMENT USE. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including, but not limited to, the execution and delivery to us of information statements requested by us, (b) you will not do, cause to be done or fail to do any act if such act will cause the interest portion of the Lease Payments to be or to become subject to Federal income taxation and (c) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you will provide us with an essential use letter in a form satisfactory to us as to clause (c) above.

19. CHOICE OF LAW. REGARDLESS OF ANY CONFLICTING PROVISION IN THIS LEASE, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

Exhibit A
To
Lease Number: X896050
Schedule Number: 00010

Equipment Description:

Quantity	Description	Model Number
1	Transtech II	EETF102A
1	Wheel Balancer	WB260B
1	Adapter	WBA1B
1	Tire Changer	EWH304A
1	Leak Check Unit	EELD105A

ORDER NO: 1906730
ASSOCIATED ORDER
ORDER DATE

SHIP TO ("PURCHASER"):		BILL TO:	
NAME <u>FRANK Austin</u> CODE _____	NAME _____	COMPANY <u>Town of Hanover</u>	COMPANY _____
STREET ADD. <u>41 S Main St.</u>	STREET ADD. _____	CITY <u>Hanover</u> STATE <u>NH</u>	CITY _____ STATE _____
ZIP <u>03755</u> PHONE <u>(603) 643-0705</u>	ZIP _____ PHONE () _____		

SHIP TO:				
NAME _____	COMPANY _____	PHONE () _____		
ADDRESS _____	CITY _____	CO. _____	STATE _____	ZIP _____
P.O.# _____	COD <input type="checkbox"/> Y <input type="checkbox"/> N	TAX EXEMPT <input type="checkbox"/> Y <input type="checkbox"/> N	REGION # _____	SHIPPING WAREHOUSE _____

#	MODEL NO.	SERIAL NO.	DESCRIPTION	DEL	QTY	PRICE
1	EETF102A		TRANS TECH II	Y	1	3820.75
2	WB260B		Wheel Balancer	N	1	3480.75
3	WBA1B		ADAPTOR	N	1	174.30
4	EFWH304A		TIRE CHANGER	N	1	4160.75
5	EELD10CA		LEAK CHECK	Y	1	1440.75
6			SHIPPING			150.00
8						
9						
10						

PURCHASER ACKNOWLEDGES THAT IT HAS READ THIS SALE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND REVERSE SIDES HERE OF.				SUB TOTAL 13,227.30													
<table border="0"> <tr> <td>VISA <input type="checkbox"/></td> <td>MC <input type="checkbox"/></td> <td>CC# _____</td> <td>EXP. DATE _____</td> <td>LEASE <input type="checkbox"/> Y <input type="checkbox"/> N</td> <td><input type="checkbox"/> CASH</td> </tr> <tr> <td colspan="3">NAME ON CREDIT CARD _____</td> <td>AUTHORIZATION NO. _____</td> <td>TRADE IN REPORT <input type="checkbox"/> Y <input type="checkbox"/> N</td> <td><input type="checkbox"/> CHECK # _____</td> </tr> </table>				VISA <input type="checkbox"/>	MC <input type="checkbox"/>	CC# _____	EXP. DATE _____	LEASE <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> CASH	NAME ON CREDIT CARD _____			AUTHORIZATION NO. _____	TRADE IN REPORT <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> CHECK # _____	SHIPPING _____	
VISA <input type="checkbox"/>	MC <input type="checkbox"/>	CC# _____	EXP. DATE _____	LEASE <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> CASH												
NAME ON CREDIT CARD _____			AUTHORIZATION NO. _____	TRADE IN REPORT <input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> CHECK # _____												
Purchaser acknowledges receipt of items where the DELIVERY column is marked with a "Y".				STATE TAX _____													
PURCHASER'S SIGNATURE AND TITLE <i>Frank Austin</i>				TRADE IN REPORT MANAGER _____													
PRINT PURCHASER'S NAME HERE <i>Frank E Austin</i>				CITY TAX _____													
ORIGINATING SALES REPRESENTATIVE _____				OTHER TAX _____													
SECOND SALES REPRESENTATIVE _____				TOTAL TAX _____													
MANAGER SIGNATURE _____				TOTAL PRICE _____													
REP. NO. _____ TERRITORY _____ % _____				DEPOSIT _____													
REP. NO. _____ TERRITORY _____ % _____				NET AMOUNT DUE \$13,227.30													
VENDOR NO. _____																	

CERTIFICATE OF EXEMPTION (Complete only if applicable)

Purchaser hereby certifies that it holds a valid Resale Permit (no. _____) and that the tangible personal property purchased from Snap-on Diagnostics pursuant to this Sale Agreement is exempt from sales/use tax as a purchase for resale or otherwise exempt for the following reason (check one): Ohio only-Equipment used in the production of inc Required Resale Permit No. _____ Qualified non-profit organization (Subject to individual state law exemption) State government agency (Subject to individual sta exemption) Federal Government Agency. Purchaser acknowledges that if any such property is used for any purpose other than retention, demonstration or display while being held for sale in the regular course of business, Purchaser is required to report and pay all applicable sales and use taxes.

PURCHASER'S SIGNATURE

DATE