

**FINAL**

**BOARD OF SELECTMEN'S MEETING**

**WEDNESDAY, OCTOBER 23, 2002 - 7:30 P.M.**

**TRUMBULL HALL, ETNA, NH**

The meeting of the Board of Selectmen was called to order at 7:30 pm by the Chairman, Brian Walsh. Present were: Brian Walsh, Chairman; Katherine Connolly, Vice-Chairman; William "Bill" Baschnagel; Peter Christie; Judson "Jay" Pierson; Julia Griffin, Town Manager; and members of the public.

**1. PUBLIC COMMENT**

There was no public comment.

**2. INFORMATIONAL SESSION REGARDING THE DRESDEN / HANOVER / DARTMOUTH AGREEMENT AND THE UPCOMING SPECIAL TOWN MEETING ON OCTOBER 29, 2002.**

Brian Walsh provided a brief overview of what the Tri-Party Agreement was and how it came to be. He said in 1992, the Dresden School Board identified a strong need to begin working on the physical plant of the Richmond Middle School. Now, 10 years later, the only significant thing that has happened is the addition of a few modular classrooms. That was basically because the Town of Hanover and Dresden School District, made up of the Town of Hanover and Town of Norwich, have been locked up in a conversation about school location and cost and how to obtain a substantial money out of Dartmouth College.

A number of votes were taken in March 2002, at the Dresden School Board meeting. The first was an official vote to allow the School Board to sell the High School and Middle School site, on Lebanon Street, to Dartmouth College for a net of \$18.7 million. That vote passed by a total of 13 votes out of 3,700. Two other votes that took place that night could be interpreted to say, "No don't sell; keep the schools where they are." In May 2002, the only issue that was up on the table at the Selectmen's election was school location and cost; issues the Selectmen have nothing to do with. Mr. Walsh said that spoke to how the question of schools has dominated public life in both towns over the past years. After the Hanover Town Meeting in May 2002 the current Board of Selectmen talked amongst themselves and decided, in their community role, perhaps there was a part they could play in trying to find a compromise between the competing school options that were on the table. The compromise they sought had four objectives:

1. To obtain as much money as possible from Dartmouth College.
2. To keep at least one of the schools downtown and keep the Lebanon Street site as a center for the Town of Hanover in accordance with the Town's Master Plan.

3. Not to harm any other interest group in the process including the Town's Recreation Department and Affordable Housing Commission.
4. To create an option everyone could get behind

To begin the process, Mr. Walsh approached individual School Board members and Dartmouth College representatives to see if there was any interest on their parts to work this out. The general reaction he received was that it sounded good but that it would be hard to accomplish. A working group was put together made up of three Dartmouth representatives, who had blessing and access at the Presidential level; two Dresden School Board members, who were also Norwich residents; and Mr. Walsh and Julia Griffin from the Town of Hanover. The working group began meeting in May 2002 and came to a sufficiently good deal, dollar wise and land asset wise, to permit Jim Wright to put it before the Trustees of Dartmouth College for their blessing in early June. At that point there were some details that stilled needed to be worked out between Dresden and Hanover. In early July, when those issues were ironed out, the working group went public with the Agreement. The general response to that was also positive but there was one issue, raised by the Norwich Finance Committee, relative to the Town's option to purchase the Lebanon Street site, should the school ever choose to abandon it. A joint committee represented by Hanover and Norwich Finance Committee members and Peter Christie, of the Hanover Selectboard, further worked that out.

Mr. Walsh asked his fellow Selectmen to walk the audience through the details of the Tri-Party Agreement.

Jay Pierson began with a presentation on the land swaps involved in the Agreement. He said he would be speaking to the Town of Hanover's obligations only. On an overhead projection, he pointed out the location of the Lyme Road parcel, currently owned by Dartmouth College; the Reservoir Road land, currently owned by Hanover and Dartmouth College; and the playing fields at Thompson Terrace, currently owned by the Dresden School District.

Per the Agreement, the Town of Hanover would convey the 5.42 acres of Reservoir Road land to Dartmouth College. The Town of Hanover would lease playing fields on that site, currently used by the Town for recreation programs and baseball and softball, from the College, for \$1.00 per year through 2009. The Dresden School District would convey the 7.2 acres of Thompson Terrace to the Town of Hanover. Mr. Pierson explained, this parcel was purchased with federal funds back in the 1970's. Part of the stipulation of the federal funding was that the fields would have to be used as open space. The Town has to receive this land with the understanding that they cannot change it. The last parcel is Dartmouth's 23 acres on Lyme Road. This involves 12 or 13 acres along the road and 11 acres in the back that drops off. The back 11 acres will be given to the Town of Hanover. The hope is to put a couple of playing fields on this site. The front acreage would be given to the Dresden School District.

Mr. Pierson said there had been questions of what would happen in 2009, when the Town could no longer use the Reservoir Road fields and it was found that playing fields could not be developed on the back of the Lyme Road property. He said if, for some reason, playing fields could not be built on the back 11 acres of the Lyme Road land, the Town would still be ahead of its current recreation field count. There were plans in the works now, to add another playing field on the Water Company's land on Grasse Road. Mr. Pierson said one thing to keep in mind was that the middle school, which would be built on Lyme Road, would have playing fields of its own. Per the Agreement, the Town would have exclusive use of those fields after school hours.

Bill Baschnagel asked to speak to the Gile Tract piece of the Agreement. On an overhead projection, he pointed out the location of Dartmouth's current storage facility site. The area was adjacent to the Connecticut River and Dartmouth's Rivercrest housing area. Mr. Baschnagel pointed out the area of Gile Tract relative to the north entrance to the hospital. This site was currently used for the joint College and Town composting facility and as a stock dump. The landfill, also located there, had long since been capped over with 25' to 30' of fill. The property proposed in the Agreement, to be used for Dartmouth's construction storage, would be the area that is capped. Mr. Baschnagel said the lease would have conditions relative to massing, how the area would be used, and what would be put there. The key thing of interest in this deal was that by allowing Dartmouth to move their storage facility to the Gile Tract, they would be able to free up and clean up the Rivercrest area for future development.

Mr. Baschnagel provided an overhead projection of the Lyme Road parcel. He said it had a parking lot and public playing fields on it currently. It was anticipated that if this Agreement was approved, the Dresden School District would build the middle school on the flat area next to the road and put in two playing fields immediately adjacent to it. Again, the Town would have use of those playing fields during non-school hours. Mr. Baschnagel said when the school project was completed; the rear 11 acres would be transferred to the Town for "recreational purposes". The actual future use of that property was unknown. It was anticipated that while the Dresden School District put together its plans for the middle school the Town would be putting together a public group to look at how the back 11 acres could be used.

Katherine Connolly advised of three pieces of the Agreement that pertained to the area of Sargent Place. The first two dealt with the public road itself and the parking lot at 14 East South Street. On an overhead projection, she identified both of those areas explaining that they would both be conveyed by the Town of Hanover to Dartmouth College. The third piece, related to Sargent Place had to do with setback issues. Ms. Connolly said at Town Meeting 2002, the Town voted to eliminate the 5' setbacks in that area and replaced them with at least a 10' setback. A zoning amendment proposed for this Special Town Meeting would eliminate the new setbacks on that portion of Sargent Place conveyed to the College.

Peter Christie said in addition to the land swaps associated with the Agreement, there were also two financial pieces. One involved Dartmouth contributing \$9.7 million to Dresden over a period of five years. The other involved the Town of Hanover paying Dresden \$2 million over 20 years. A third financial issue was Hanover's option to purchase the Lebanon Street property, should Dresden ever decide to abandon it. This accomplished one of the Selectmen's objectives set prior to entering into the negotiations: to make sure that property remained as a school or in municipal use forever. A taskforce, represented by Henry Scheier of the Norwich Finance Committee, John Manchester of the Hanover Finance Committee and Peter Christie of the Hanover Selectmen was created to work out the details of Hanover's option. They worked to develop a plan that was fair, quantifiable, and was as simple as possible. The one they came up with received full support from the Norwich, Hanover and Dresden Finance Committees.

Mr. Christie asked the audience to put themselves forward, about 50 or 100 years, when for whatever reason, the Dresden School District has decided to leave the Lebanon Street property. Per this Agreement, they would be required to offer that land for sale to the Town of Hanover. Town leaders and Dresden School District leaders at that time would be guided by details set forth in the Agreement to figure out how that transaction should go through. First they would have to put a value on that piece of property. Second, they would have to figure out a credit due to the Town of Hanover based upon this transaction. The value of the property would be determined by Hanover's declared use. The Town would have to maintain that use for 20 years. Mr. Christie said there were four parts associated with determining the credit the Town would receive. The first two were related to the cash contributions Dartmouth and the Town would make to the Dresden School District. The estimated present values of those contributions, based upon the discounted rate of the current bond rate, equaled \$7 million from Dartmouth and \$1.3 million from the Town. The third part was associated with the Lyme Road land Dartmouth would convey to the Dresden School District at no cost. That had an appraised value of a little over \$1 million. It was decided that the front piece of that land, where the middle school and playing fields would be built, represented about 80% of that value or \$800,000. The fourth part was Thompson Terrace, which the Dresden School District would convey to the Town of Hanover. Thompson Terrace was currently assessed at \$600,000. Mr. Christie said, adding the first three parts and subtracting out Dresden's \$600,000 Thompson Terrace transaction would net out to an estimated present value of \$8.5 million. That number could be quantified very quickly after the bond issue was set. Mr. Christie said the future Town leaders would need to know, the bond rate, the timing of the Hanover and Dartmouth payments and an accurate appraised value of Thompson Terrace. The Northeast cost of living rate would be used to calculate the \$8.5 million, in equal terms, 50 to 100 years from now, or whenever the option was acted upon.

Brian Walsh asked to speak on voting. He said there were three articles on the Warrant. Article One dealt with three minor zoning amendments that were all included in one single vote, yes or no. The polls would open at 7:00 AM and close at 7:30 PM, on

October 29, 2002, at the Hanover High School, for Article One. At 7:30 PM, also at the Hanover High School, the Special Town Meeting would begin and Articles Two and Three would be addressed. Article Two dealt with the Town's obligation to pay Dresden \$100,000 per year, for 20 years, beginning when Dresden posts the bond. That will be voted by paper ballot and requires a two-thirds majority vote to pass. Article Three has eight pieces to it that enable the Selectmen, on behalf of the Town, to purchase, sell or transfer land and enter into the lease agreements as outlined in the Agreement. That will be voted by hand and voice count and if requested, by paper ballot. The only portion of these votes that may be voted by absentee ballot are the zoning amendments, done during the day, as allowed by State Law. Mr. Walsh said the Selectmen need people to come and vote twice. All three articles have to pass in order for the Tri-Party Agreement to go forward. Should any one of them fail, the deal would fall apart. He then opened the floor for questions.

Question: What is the process after the articles are passed?

Answer: All this does is allow the Dresden School Board to move forward. They need to spend a substantial amount of money to put together plans, construction documents, bid papers, bond issues and so forth. They are looking for the certainty of this having passed with the Town of Hanover so that they can legitimately make those investments between now and May 2003. Mr. Walsh expected that Dresden would hold a set of votes, similar to these, in March as part of their annual meeting. A bond issue would be brought forward in May 2003 for the school construction. Assuming that passed, they would break ground on the middle school, with the hopes of putting students in there by September 2005. Construction would begin at the high school, using the existing middle school for additional space. All work would be done in 2007.

Question: Is earlier voting non-binding should one of the evening votes fails?

Answer: The evening votes are empowering votes; they do not require the Selectmen to do anything. If the zoning amendments pass, they would stand. The Planning Board would then decide whether to address them at Town Meeting 2003 or not.

Question: How does this proposal compare to others relative to the balance between Norwich and Hanover in terms of Dartmouth's decreased commitment?

Answer: What is on the table now was not done to try to achieve equalization. It was done to try to get pieces in the right places from a planning perspective, while at the same time, obtain as much money from the College as possible. In parallel, the School Board has been working hard to review the new school program to reduce costs. It is fair to say there was not a political consensus within Dresden to do either of the alternatives over what is now proposed.

Question: From a net cost point of view to taxpayer, how does this approach compare to others presented previously?

Answer: A big difference is the work the School Board has done to improve the school program. Mr. Walsh could not speak on how Norwich would vote on the issue. Peter Christie said, as he had attended a few Norwich Selectboard meetings while working on the option taskforce, Norwich found that the \$18.7 million potentially coming from Dartmouth was not found to be an achievable plan. The feeling was that Hanover voters would not support moving both schools from the Lebanon Street site. Mr. Christie sensed that Norwich was going to join the bandwagon, just as Hanover and Dartmouth had, and were ready to contribute to make this agreement work. Margaret McNally, a Norwich resident and member of the Dresden School District, said the Tri-Party Agreement was not financially as favorable to Norwich as other plans but it was better than the option to keep both schools at their current locations without any additional revenue coming in at all. She mentioned legislative action, relative to Vermont's Act 60 that would also benefit Norwich residents in this school issue.

Question: Will Dresden continue to lease fields from Dartmouth at Fullington Farms? Will there be a trickle down effect where the College will be forced to end those leases in order to relocate current College activities that take place at the Lyme Road fields that will be leased to the Town?

Answer: Dresden leases one field from the College. The southern fields are owned by someone else and will continue to be available to the School District. Dresden has an Athletic Fields Committee actively planning for the construction of playing fields on Norwich property that would serve Dresden. Ideally, if the Dresden bond issue passed in May 2003, it would include the development of those Norwich playing fields. The College, Dresden and the Town all have field needs. Mr. Walsh and Ms. Griffin negotiated for the Town of Hanover's recreation program. Their goal was to end up with parity. To get there, they had to put some value on the table that came in the form of the Reservoir Road fields and Sargent Place. As outlined in the Agreement, the Town's recreation program will have three more playing fields than it does currently until 2009. After 2009, it will have one more than currently exists.

Question: To what extent do the field plans take into account a growth in population?

Answer: Mr. Walsh said, in trying to strike a reasonable arrangement between the College, Town and Dresden, we did not want the Town to wind up behind in anything nor were we necessarily looking to better ourselves, either. That was not the problem we were trying to solve. There will be more work to do to meet the needs of a growing population whether this agreement goes through or not.

Question: What will become of Sargent Place and of the Howe parking spaces?

Answer: Sargent Place will become a small addition to Dartmouth's already large presence in the area. College, Town and Chamber of Commerce representatives have been working to redesign that area for a mix of commercial and housing uses. The nine rented parking spaces will be relocated.

Question: Should everything pass, will that be it or is there the possibility that we could be back at the same spot?

Answer: Assuming Dresden votes in favor of the Agreement and their bond passes, this would be binding. Mr. Walsh had absolutely no expectation to go back and renegotiate any of this. If it falls apart, it falls apart.

Question: If one thing fails at Dresden, is the deal off?

Answer: Mr. Walsh could not say where the town would be if the Dresden bond issue failed. The Dartmouth offer will expire in November 2003. If the Dresden bond fails in May 2003, there may not be a lot of time to do anything before the deal expires.

Question: Is Dartmouth planning to exercise their right of first refusal?

Answer: There is long history of land swaps between Dartmouth, Hanover and the School District, one of which was Dartmouth transferring the soccer field to the School District. With it went a right of first refusal to Dartmouth if the land was ever sold. Dartmouth has agreed that their right of first refusal would be behind the Town's option. The Town has a clean ability to pick up the whole site. The right of first refusal would still be in place should the Town then decide to sell it.

Question: To what extent will the playing fields associated with the new middle school impinge on the brook area?

Answer: The plan for the middle school and playing fields is for them to be on the upper part of that land which is flat. A community committee will work to develop the back part of that land.

Question: What will happen to the Howe parking spaces?

Answer: There are 18 Town parking spaces associated with the Sargent Place swap; nine are privately leased spaces that will be relocated; the other nine were made available to Howe patrons at no cost. In speaking with the Howe Trustees on their current expansion plans, they believe they can provide 7 to 10 parking spaces on their current site. Consideration is also being given, relative to a streetscape modification to East South Street, that it might be possible to provide additional on-street parking spaces directly in front of the library.

Question: Who currently uses the parking area on the Lyme Road property?

Answer: It is not actively used by anyone now except for sporadic informal cases and by those people using the playing fields.

Question: There is a lot of vagueness about what would really happen if the Dresden School District actually gave up the Lebanon Street site. Could the proposed formula stand up to future litigation? Are the buildings included in the estimated values?

Answer: The options taskforce has provided as much direction as they can. Their formula was well documented and will eventually be formalized into a contract that would be carried forward.

Question: What would happen to the public right-of-way on Sargent Place?

Answer: Dartmouth has said that they have no intention of closing off the connection between East South Street and Lebanon Street. They intend to enhance it with their development project. If there is a right of way, presumably it would be taken with the acquisition of the lot. Mr. Baschnagel encouraged the public to contact Dartmouth's Real Estate Office and ask to view their plans for the area.

Question: What kind of plan is the Town going to come up with to make the back 11 acres of the Lyme Road parcel available for kids to play on?

Answer: A Town committee will work through the design and exact use of that land over the next 3 years. Kids play in different ways, some play baseball, some climb trees, others play in the woods. Looking at the uses around that area, the land fits in the whole mix of uses. Whether that should be a field or not is not known. A field would be an expense for the Town but one that has to be addressed in relation to meeting the needs of the growing population. Six or 7 of the 11 acres are steep, 2 or 3 are flat. The 23 acre site is zoned "OL" and "SR-2". Assuming the Town and School District did not take an interest in it, it could be expected that office and laboratory would develop on one side, and housing on the other. It is not as if it would sit there and not be developed.

Comment: There are a lot of possibilities of how that land could be developed separate from playing fields. There are conservation and nature trails close by as well as an area used for education purposes for elementary schoolchildren.

Comment: Many people in the public do not realize that this is all or nothing. The Selectmen should do more to make them realize that, especially in terms of the two-thirds majority vote needed to pass the appropriating article.

Rebuttal: The Selectmen shared that concern as well as one for the voter turnout. Since there is no active opposition to the Agreement it would be easy to stay home. Mr. Walsh cautioned that that could allow 10 or 15 people to come out of the woodwork and collapse the deal. He enlisted the aid of those attending to get their friends out to vote. He said there would not be a more important vote relative to the quality of life, quality of schools or quality of



this community over the next 20, 30, 40 years. It was worth spending a day and night voting on. Ms. Griffin said the town would do what it could with the local media to get the word out but that nothing could substitute for word of mouth and encouraged the audience to send emails to friends, meet with their neighbors, and talk it up at the Coop.

**3. ADMINISTRATIVE REPORTS**

There were no administrative reports given.

**4. SELECTMEN'S REPORTS**

There were no Selectmen's reports given.

**5. OLD BUSINESS**

There was no old business discussed.

**6. ADJOURNMENT**

The meeting adjourned at 9:17 PM.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "P. Christie".

Peter Christie, Secretary

These minutes were transcribed by Beth Rivard.