

**BOARD OF SELECTMEN MEETING  
October 11, 2022  
MINUTES**

**Present:** Shawn Talbot (Chair), Jason Somero, Lou Alvarez and Debbie Deaton (Town Administrator)

**5:00 Open Meeting** in the Town Office with the Pledge of Allegiance at 5:00

**5:02 Trick or Treat-**

Shawn made a motion to carry on with the tradition of Trick or Treating on October 31<sup>st</sup> from 5:00pm-7:00pm. Jason seconded the motion and the vote was unanimous.

**5:07 DPW:**

Peter Goewey stated the lift for the highway garage is currently \$98,809.25 for a 50,000 pound lift with a 30 foot track. Peter will get a new quote to make sure the price is still good. The funds will come out of the Capital Reserve.

Shawn asked Peter to rate the remaining items on his list in order of importance:

1. Lift
2. Small equipment trailer with 20' bed (\$11,000 from Capital Reserve)
3. Generator-Peter will get quotes

Also on the list but not high priority:

Plasma cutter, heater/wood furnace for cold storage, handicap ramp for town office, mower, additional bathroom at DPW garage.

The Board will discuss the quotes for the lift and trailer on October 25<sup>th</sup>.

Shawn asked Debbie to get the expenditure history for the past 2 years of the Capital Reserve account.

Peter mentioned he is down 2 guys and needs to hire before winter.

**5:30 Conservation Commission:**

Shawn made a motion to accept the Conservation Commission members as written on the request from Bob Boynton (attached). Lou seconded the motion and it passed unanimously.

**5:40 Police wages/Incentives:**

Chief Abel presented a list of incentives and wages that he would like the Board to consider for the Police Department (attached). The Board discussed these and instructed him to submit them to the Finance Advisory Committee with his budget. The Board will make a decision when the final budget numbers for the town are received.

Shawn asked Chief Abel to send monthly statistics for police calls to Debbie on a monthly basis.

Chief Abel asked if there was a way to change the Town website to post the Police Logs. They are currently posting the log under the "Minutes" tab. Debbie will look into this.

Shawn stated he likes the direction of the incentives. Jason added he feels performance should be recognized and rewarded and there should be transparency through the whole process.

Chief Abel gave compliments to Joe Woodworth (Finance Committee). Shawn added they are doing a great job and are very enthusiastic about understanding the budget and getting the information from the department heads.

### **6:30 Old/New Business:**

- Shawn informed everyone that Autumnfest will be held this Saturday, October 15<sup>th</sup> from 11:00am-4:00pm at the Town fields. There is soccer in the morning, games, etc. ReMax will have their hot air balloon there from 3:30-5:30. Rides will be \$15 per person and all proceeds will be donated to the Children's Miracle Network. He encouraged everyone to attend.

- Debbie informed the Board the website has switched over to the .gov domain and we are working on getting the emails switched over. The .org and .gov will run simultaneously for a year to ensure a smooth transition.

- Lou stated the ZBA asked for the Board to appoint him as an alternate. There was some discussion as to the legality of this. This will be discussed further on October 18<sup>th</sup>. Debbie will check with NHMA.

- Shawn mentioned the ZBA chair asked for the video to be stopped at the October 6<sup>th</sup> public hearing. The Video Committee has filed a formal complaint stating this violates RSA 91-A:2 (II) (attached). Shawn stated he wanted to make it clear that there is always a possibility of being recorded when anyone is in the Town office. He went on to say all public meetings and hearings should be recorded whenever possible. There should be no expectation of privacy in any meeting. He also feels recording is valuable to the community, especially for those who can't attend a meeting in person.

There will be signs posted stating all public meetings have the possibility of being recorded by the Video Committee.

### **6:38 Nancy Clark regarding the Driveway Permit for Currier Road:**

Nancy Clark stated she represents 13 residents and concerned parties regards the Silver Scone Teas located at 99 River Road and passed out handouts (attached). She said this is an enforcement issue regarding the Driveway Permit that was issued to Jane Elwell to widen a driveway on Currier Road. Ms. Clark feels this permit was issued in error on the part of the Town because Currier Road is a Scenic Road and the Monadnock Conservancy stated Ms. Elwell could use the existing driveway as long as she did not modify the driveway.

Ms. Clark said this was a violation of RSA 472:6 regarding Scenic Roads and the Town of New Ipswich Driveway Regulations because Currier Road was designated as a Scenic Road in 2021. Ms. Clark read the RSA. She read from the Driveway Regulations stating "The application for a Driveway permit must be accompanied either by evidence that the Driveway will not impact a Wetlands or Wetlands buffer or by a copy of a decision letter from The Zoning Board of Adjustment granting a variance to the New Ipswich Wetlands Ordinance. Evidence may consist of a reference to a Subdivision Plan or Site Plan showing the location of any wetlands on site, or a determination from the Town Conservation Commission." She went on to say her review of the Driveway permit application did not comply with this. She continued reading from the regulations "Every effort shall be made to maintain the integrity of stone walls (RSA 472:6). Any portion of a stone wall which is part of a boundary marker and is removed by the creation of an Access Point shall be reconstructed when the Access Point is closed." "Driveways shall be limited to one per residential lot, except where the Selectmen or their designee has determined that a second Driveway is warranted and can be safely accommodated. A scale drawing indicating the features necessitating the second Driveway must be submitted for the Selectmen or their designee to make a determination."

She continued by saying, on the subject property, a second driveway existed for access to a fabric covered shed. It is not, according to the Driveway Regulations, proper for a permit to be issued when there is not a secondary use. In this case, the secondary use is a business for which the Zoning Board has not yet issued a variance.

Work was done on this driveway starting in mid-July of this year and has continued. Ms. Clark handed out photos of the driveway. She stated it showed the driveway was in existence in mid-July and was significantly widened in the second photo. Lou asked if the widened portion was in the Monadnock Conservancy portion of the property. Ms. Clark replied it was. The purpose of the photos was to show the stone wall was taken down. Shawn said he had issues showing the correlation between the 2 photos because they were taken from different angles. Ms. Clark explained further. She stated Monadnock Conservancy told her there is some gray area as to the boundary line but it seems the Conservancy is to the left of the wall and Ms. Elwell's property is to the right. The Conservancy agreement was signed in 2000.

The Zoning Board conducted a site visit on August 25<sup>th</sup> at which a number of her clients were present. She stated Peter Goewey attended this site visit and was made aware of the Conservancy boundaries and would have known about the restrictions. Louise DelPapa stated the Building Inspector attended, not Peter Goewey.

Ms. Elwell would have been well aware of the Monadnock Conservancy restrictions when she submitted the permit application and that she could not dismantle the stone wall to continue with her driveway. She stated her thoughts were her submission of the permit application was disingenuous and was misleading to the Town.

Ms. Clark stated the permit drawing shows the portion of the driveway to be widened is in the Conservancy portion of the property.

Shawn asked if she had contacted the Monadnock Conservancy. Ms. Clark stated she had and had also contacted the previous owner, Patty Hoffman and she is "outraged" that this is being done when she clearly wanted the property in the conservancy. Shawn asked Ms. Clark if she had a statement from Ms. Hoffman and if not, to please leave those comments out of the discussion. Lou stated he would like to have a site visit for himself. Ms. Clark said she would welcome a site visit.

Ms. Clark stated her clients are requesting the following:

1. Rescind the Driveway Permit
2. Have Ms. Elwell restore the stone wall to its previous state
3. Assess a penalty to Ms. Elwell in accordance with RSA 472:6
4. Issue a stop work order from all driveway and parking lot work including any additional driveways until a variance is issued by the ZBA and the Planning Board completes the site review.

Lou asked if the driveway delineates the line between the Conservancy and the property, what would stop someone from removing the wall. Ms. Clark stated the driveway and Woods Road is subject to the Monadnock Conservancy according to the letter from them. Ms. Clark issued a second complaint on October 4<sup>th</sup> with the Conservancy and they did a site visit. They will determine if Ms. Elwell will be assessed with a fine.

Shawn stated the Board has a decision to make as to whether or not the Town issued the Driveway Permit in error. Ms. Clark agreed. Shawn stated he would also like to do a site visit for a better understanding of the boundary lines.

Liz Freeman mentioned it may be needed to include a question on the driveway permits asking if the application is for a second driveway. Shawn stated we should look into this potential gap in our application process.

Ms. Clark will send additional photos to Debbie so the Board can have access to them.

Shawn invited Mr. Fasanella to speak on behalf of Ms. Elwell. Mr. Fasanella stated the map drawn by Monadnock Conservancy shows the location of the parking lot that Ms. Elwell placed on the land that is

not restricted. He wanted to clarify Ms. Elwell owns all of the land but there is a restriction placed on the portion of the land Ms. Hoffman deeded to the Conservancy.

The land is divided into 2 sections prepared by the Monadnock Conservancy. There is an opening in the stone wall that divides the two portions. This parking lot has been in existence for decades. There is an aerial photograph that shows it existed in 1952. Mr. Fasanella believes none of the Boards have any jurisdiction over this area because it existed prior to the Scenic Road dedication and the Driveway Regulations. The only concern for alterations should be by the Monadnock Conservancy.

Mr. Fasanella stated Mr. Metzger from the Monadnock Conservancy did a site visit and has no problem with the alteration. Shawn asked Mr. Fasanella not to give forth opinions of another person unless there are supporting documents. Mr. Fasanella stated Mr. Metzger would be glad to do that.

Mr. Fasanella showed photos of the driveway showing a view of the parking lot and an existing walkway which would allow pedestrians to walk to Ms. Elwell's home. The wetlands have been delineated by Meridian Engineering showing the parking lot is over 75 feet from the wetlands. On the east side, there is over 50 feet of buffer.

There has been no significant modification done to the driveway other than removing 1 boulder and a smaller rock underneath it. Ms. Elwell showed a photo on her phone showing the boulder that was removed.

Ms. Elwell stated she has spoken to Mr. Metzger on several occasions and feels Mr. Metzger would happily put something in writing stating that he is fine with what she has done.

Shawn said the Board needs some time to digest all of the information that was presented to the Board. He added we will discuss it again on October 25<sup>th</sup> at 6:30, after the Board has had a chance to review everything. Jason added we should have the Building Inspector and Peter Goewey should also attend the site visit.

Liz added we should also add something to the Driveway Permit to include a wetland delineation.

**7:47 Non-Public Session RSA 91:A 3, II (c)-Tax agreement discussion:**

At 7:47 Shawn made a motion to go into non-public session under RSA 91:A 3, II (c), Jason seconded the motion and it passed unanimously. At 9:09, Jason made a motion to return to public session. Shawn seconded the motion and it passed unanimously. The minutes were not sealed.

At 9:10 Shawn made a motion to adjourn. The motion was seconded by Jason and passed unanimously.

Respectfully submitted,

Debbie Deaton  
Town Administrator

**Minutes approved by BOARD OF SELECTMEN**

Shawn Talbot, Chairman:



Jason Somero:



Lou Alvarez:



# MOHAWK LIFTS

Vendor: MOHAWK LIFTS LLC  
PO Box 110, Amsterdam, NY 12010  
[HUNTER@MOHAWKLIFTS.COM](mailto:HUNTER@MOHAWKLIFTS.COM)  
800-833-2006



**HUNTER**  
Engineering Company

For purchase of Hunter equipment using:  
New Hampshire State Contract #  
8002279  
Valid: 02/10/2018 - 02/10/2023

All quoted equipment has been Competitively Bid and Competitively Awarded on New Hampshire State Contract # 8002279, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Peter Goewey Town of New Ipswich 661 Turnpike Road New Ipswich, NH 3071 <a href="mailto:highwaydept@townofnewipswich.org">highwaydept@townofnewipswich.org</a> 603-878-2447

QUOTE NO	QUOTE DATE
Newipswich.L494HD.081722	8/17/2022
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	September 6, 2022

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
L494HD	HD 4-Post ~ 35,000lb Capacity, galvanized 30 in. wide runways, 300 in. alignment wheelbase, turnplate pockets, and slip plates. Note: Turnplates, jacks, light kits, and other accessories must be ordered separately.	1	\$ 83,151.66	\$ 73,356.89	\$ 73,356.89
133-90-2	20,000lbs Jack for P/L49xHD~with mechanical safety locks.~ Up to two jacks may be added to each P/L49xHD.~	1	\$ 11,709.04	\$ 10,329.79	\$ 10,329.79

[Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9](https://mohawklifts.com/w9)

Subtotal	\$ 83,686.68
Sales Tax (if applicable)	\$ -
<b>TOTAL</b>	<b>\$ 83,686.68</b>

NOTES:

This quotation is subject to the terms and conditions noted on the following page

# MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**  
 PO Box 110, Amsterdam, NY 12010  
 Phone: 800-833-2006 Fax: 518-842-1289  
 Contact: Jamie Dermody x 1500  
 Email: [jdermody@mohawklifts.com](mailto:jdermody@mohawklifts.com)



For purchase of Mohawk equipment using:  
 New Hampshire State Contract #  
 8002279  
 Valid: 02/10/2018 - 02/10/2023

*All quoted equipment has been Competitively Bid and Awarded  
 and is Guaranteed Best Government Pricing.  
 Freight Included @ No Charge.*

CUSTOMER
Peter Goewey
Town of New Ipswich
*03071
603-878-2447
<a href="mailto:highwaydept@townofnewipswich.org">highwaydept@townofnewipswich.org</a>

QUOTE NUMBER	QUOTE DATE
Goewey-TR50-081522-03071	8/15/2022
Freight Terms:	FOB Destination, Freight Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	August 30, 2022

Part Number	Description	Qty	List Price	Purchase Price	Total
075-050-053	TR-50 (30' Tracks) - 50,000lb	1	\$ 108,650.00	\$ 88,768.19	\$ 88,768.19
050-050-062	RJ-50-AH-35000 - Air/Hyd Jacking Beam (35,000lb RATED FOR TR-50)	1	\$ 12,290.00	\$ 10,041.06	\$ 10,041.06
075-011-054	Pivoting Approach Ramps - TR-33,35/50/75	1	N/C	N/C	
075-011-012	Console Caster Kit	1	N/C	N/C	
Other	OTHER RECOMMENDED OPTIONS		\$ -	\$ -	
050-050-038	Track Light Kit 30' - Explosion-Proof		\$ 7,745.00	\$ 6,327.75	
075-011-067	Airlines in Tracks		\$ 3,690.00	\$ 3,014.77	
075-050-045	TR-50 (20' Tracks) - 50,000lb		\$ 104,140.00	\$ 85,083.48	
075-050-049	TR-50 (25' Tracks) - 50,000lb		\$ 106,060.00	\$ 86,652.14	
050-035-000	TR-50 (35' Tracks) - 50,000lb		\$ 119,610.00	\$ 97,722.63	
050-040-000	TR-50 (40' Tracks) - 50,000lb		\$ 126,200.00	\$ 103,106.73	
Installation	Installation		\$ 9,750.00	\$ 9,750.00	

\*After Receipt of Completed Order - When applicable, includes signed quote, data sheets  
 and receipt of required payment

## NOTES:

SUBTOTAL	\$ 98,809.25
Sales Tax (If applicable)	Add if Applic.
Credit Card Fee**	
TOTAL	\$ 98,809.25

Click here for: Mohawk W9: [mohawklifts.com/w9](http://mohawklifts.com/w9)

Payment/Wire Info: [mohawklifts.com/payment](http://mohawklifts.com/payment)

*This quotation is subject to the terms and conditions noted on the following page*

# MOHAWK TR-SERIES SPECIFICATIONS

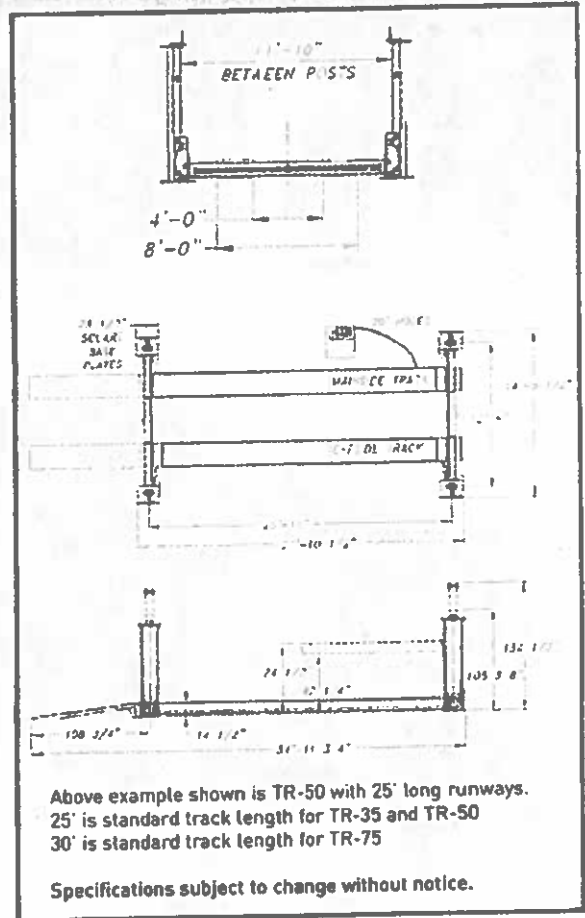
## TR LIFT SAMPLE SPECIFICATIONS

Capacities .....	35,000, 50,000 or 75,000 lbs.
Lifting speed .....	120 seconds
Motor rating .....	10 HP 220 VAC, 3 Phase
Lifting height (stroke) .....	5'
Runway height at full stroke .....	6'-2 1/2"
Weight .....	17,000 lbs. (with 25' runways)
Overall length .....	34'-11 3/4" (with 25' runways)
Overall width .....	14'-5 1/2" (adjustable)
Width between posts .....	11'-10" (adjustable)
Track width .....	24" or 32"
Track Length .....	20', 25', 30', 35' or longer on request
Lifting mechanism .....	(4) Direct drive cylinders using no cables, chains or mechanical lifting screws
Synchronization (side to side) .....	Hydraulic fluid displacement backed by twin opposing leaf chains
Synchronization (fore and aft) .....	Manual or automatic controls gear type flow dividers, integral differential relief valving, with an automatic fluid track leveling system
Mechanical safety systems .....	Multi-position locks in each post starting at 10"
Hydraulic safety systems .....	Integral hydrostatic line blow off flow control devices & velocity fuses
Electrical safety systems .....	Cross-wired electronic systems
Push button electronic console .....	NEMA Type 4 Waterproof enclosure
Controls .....	Solenoid operated
Automatic Wheel checks .....	Standard equipment front & rear
Concrete requirements .....	4000 PSI concrete 6" thick floor or (4) 6'x6' footings 12" deep
Work area around/under lift .....	Clear and unobstructed with no side obstructions
Warranty .....	3 years-.1 year on electronic components
U.S. DoD National Stock Number # 4910-21-912-3434	

### AVAILABLE OPTIONS

- RJ-50-AH Pneumatic Jacking Beam
- Drive through ramps
- TD-1000 and TD-2000 Tire Dollies
- Single Phase Power @ 208-240 VAC
- Transmission Jack
- Longer or Shorter Cross Rails
- Obstacle Sensor Package
- Custom Approach Ramps
- Track Lighting
- JP-50 Jacking Platforms
- Rolling Oil Drain Pan
- Three Phase Power @ 440-480 VAC
- 110V outlets
- Air lines plumbed into tracks
- Scissor Lifting Table
- 4'x4' base plates (for shops with inadequate concrete.)
- Wide 32' runways

[www.facebook.com/mohawklifts](http://www.facebook.com/mohawklifts)



AUTOCAD specs available online at  
[www.mohawklifts.com/architects](http://www.mohawklifts.com/architects)

For larger capacity four post lifts, see the models TR-110/TR-120 brochure at [www.mohawklifts.com](http://www.mohawklifts.com)

For longer, shorter, wider, heavier or customized lifts call Mohawk 1-800-833-2006 or 518-842-1431

Mohawk builds the best products with the finest materials, to the highest standards. Just compare our lifts. Our staff will assist you with a fleet evaluation, design assistance and answer any technical questions you have. We invite your calls.

Mohawk lifts are manufactured in compliance with the following standards: ALI, ANSI, ASME, AISI, ASTM, ASA, NEC, AWG, NEMA  
MEETS CURRENT NATIONAL ANSI SAFETY CODE FOR LIFTS.

## DISTRIBUTED BY:

**MOHAWK LIFTS**

Mohawk Lifts, LLC.  
P.O. Box 110  
65 Vrooman Ave  
Amsterdam, NY 12010  
(800) 833-2006  
(518) 842-1431  
FAX: (518) 842-1289  
[www.mohawklifts.com](http://www.mohawklifts.com)

AVAILABLE UNDER DISCOUNTED GOVERNMENT  
CONTRACT IN ALL 50 STATES



Contract Holder



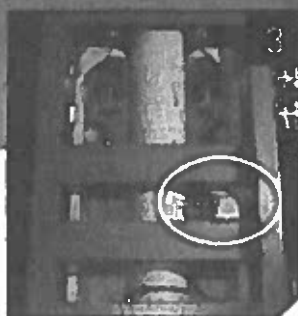
ValuePoint  
SUPPLIER PARTNER



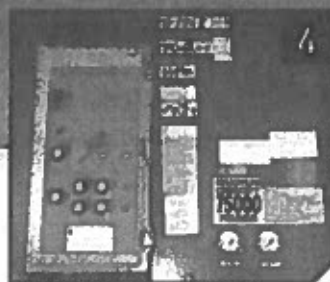
**HGACBuy.org**  
A joint venture between



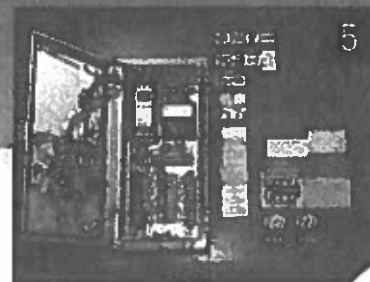
▲ Optional shatterproof track lighting to brighten up the darkest vehicle undercarriages.



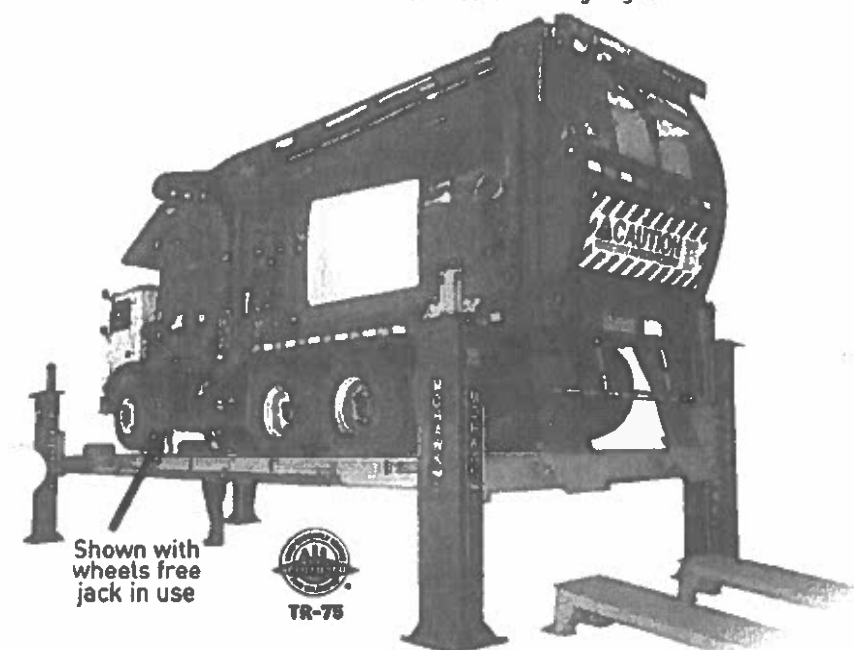
▲ Mohawk's all-position safety locks engage every 6" and continue to full lifting height.



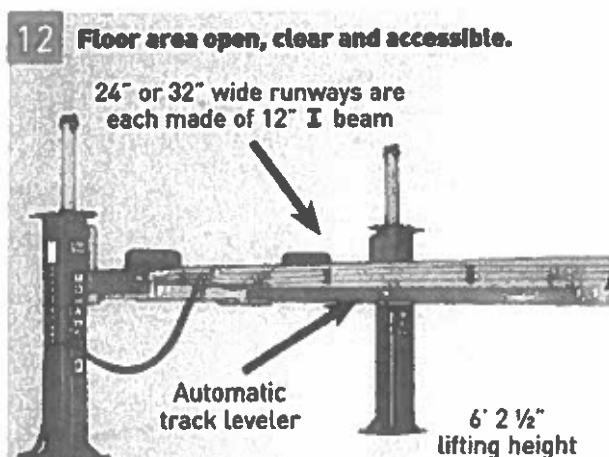
▲ TR control panel design features simple two handed operation for maximum safety with single point lock release.



▲ 10 HP unit designed for long life, smooth operation and minimal maintenance. It also has modular manifold valving for simplicity and an advanced electronic control system.



Shown with wheels free jack in use



12 Floor area open, clear and accessible.

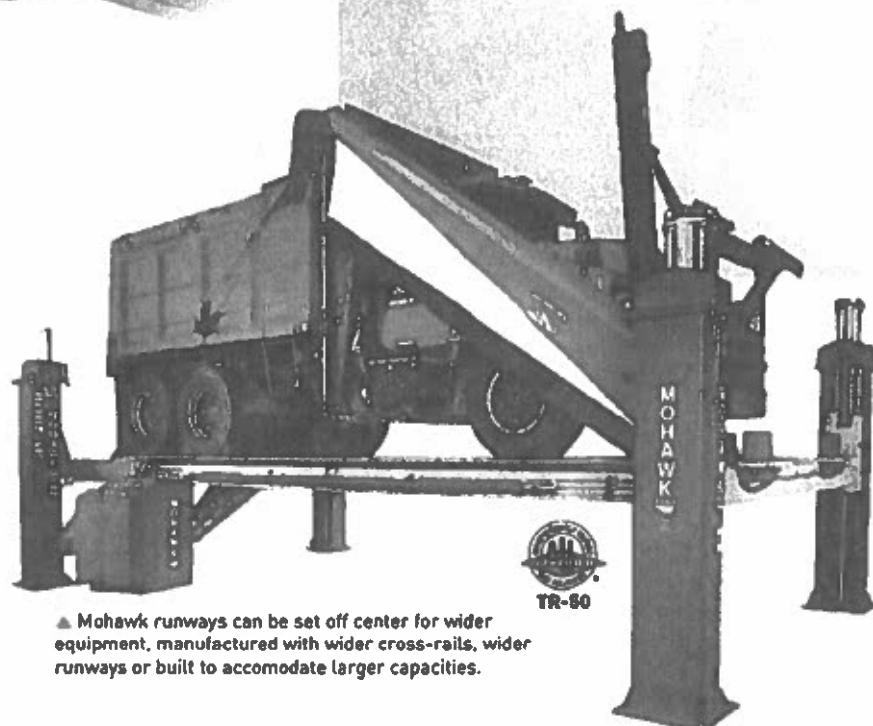
24" or 32" wide runways are each made of 12" I beam

Automatic track leveler

6' 2 1/2" lifting height

## COMPARE DESIGN FEATURES & CONSTRUCTION

- Heavy duty track construction made with three (or four) parallel 12" wide flange I - beams. (see picture 2)
- Direct drive cylinders means no maintenance with no "top rail" to get in the way. (see picture 7)
- Available in 20', 25', 30' and 35' long runways (custom lengths available upon request.) (see picture 13)
- Mohawk offers a full 3 year warranty.
- The heaviest construction of any competitive lift. **Just compare.**



▲ Mohawk runways can be set off center for wider equipment, manufactured with wider cross-rails, wider runways or built to accommodate larger capacities.





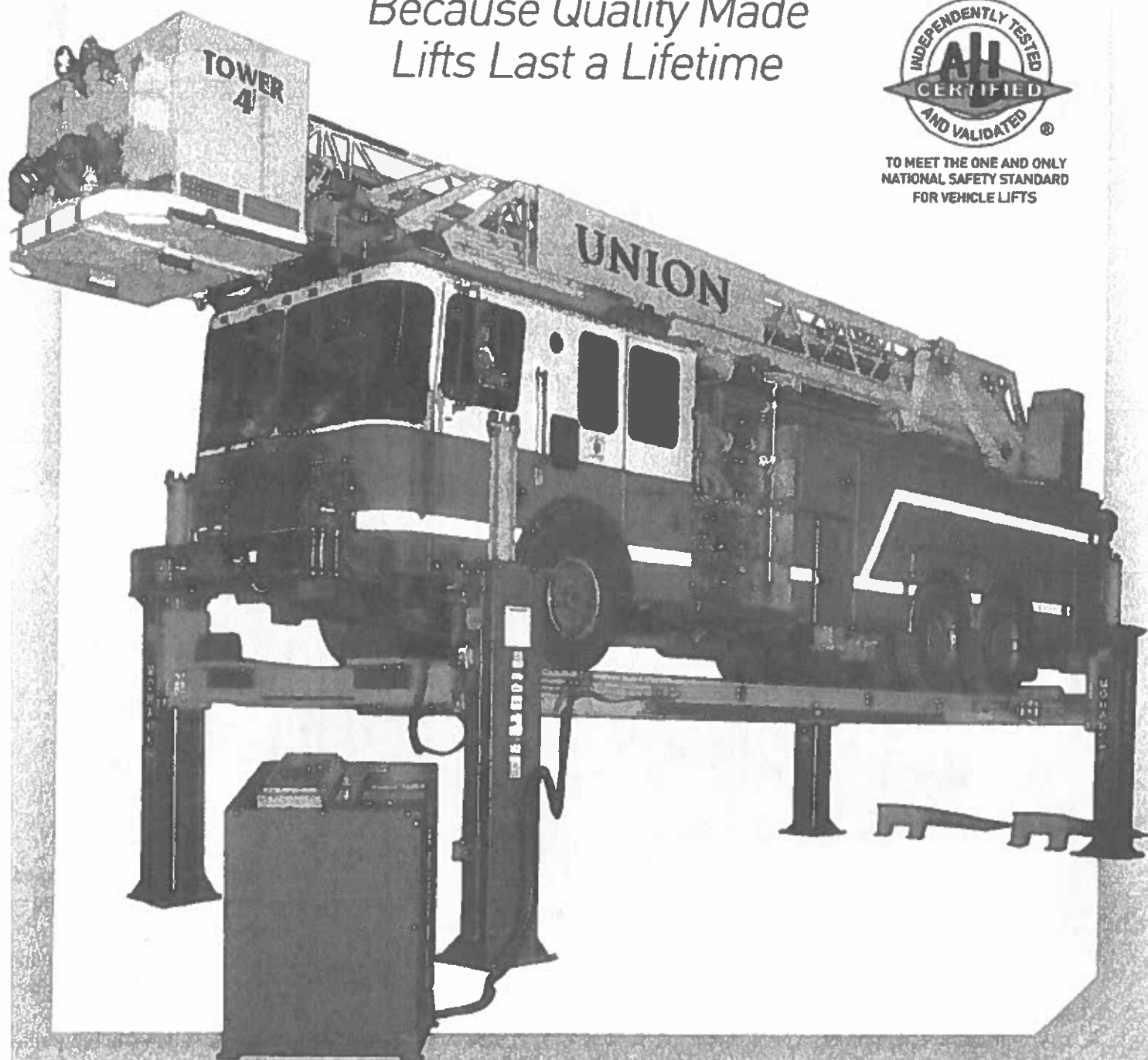
# MODELS TR-35/50/75

## HEAVY DUTY FOUR POST RAMP LIFTS

*Because Quality Made  
Lifts Last a Lifetime*



TO MEET THE ONE AND ONLY  
NATIONAL SAFETY STANDARD  
FOR VEHICLE LIFTS



# MOHAWK LIFTS

*Americas Best Lift Investment...*

Still proudly designed, welded  
and manufactured in the U.S.A.



HUNTER  
Engineering Company

# Heavy-Duty Four-Post

35,000 lbs alignment lift for commercial vehicles

NEW

ALIGNMENT  
READY!

MADE  
IN USA



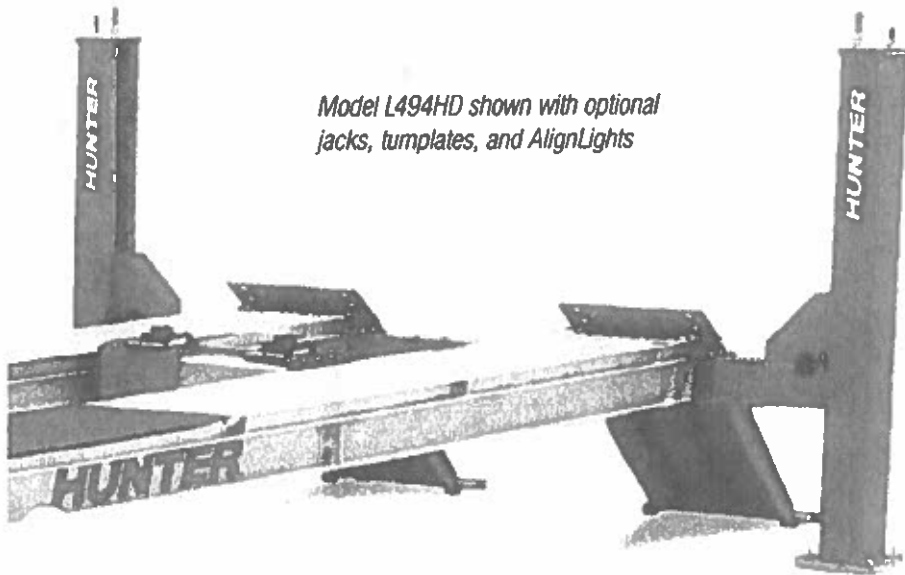
OPTIONAL

## Fully-Integrated Alignment (FIA)

- ✓ FIA console Controls PowerSlide feature
- ✓ FIA allows WinAlign® aligners to control lift features for ultimate productivity.

**FIA** Fully Integrated Alignment

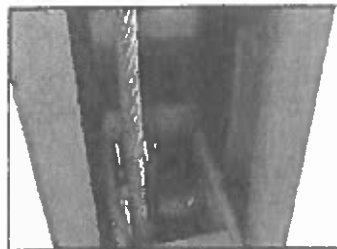
*Model L494HD shown with optional jacks, turnplates, and AlignLights*



EXCLUSIVE

## Lock & Pulleys

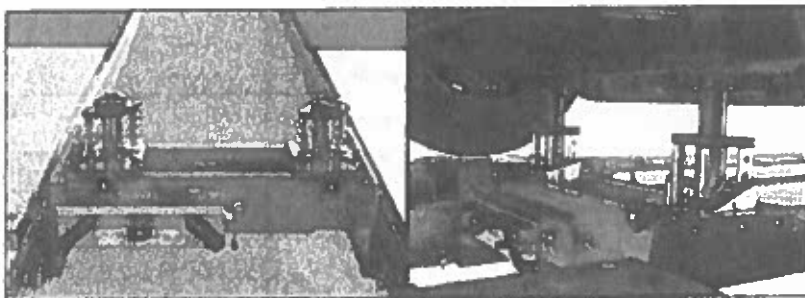
- ✓ 7 lock heights ensure level runways
- ✓ Long-life galvanized cables



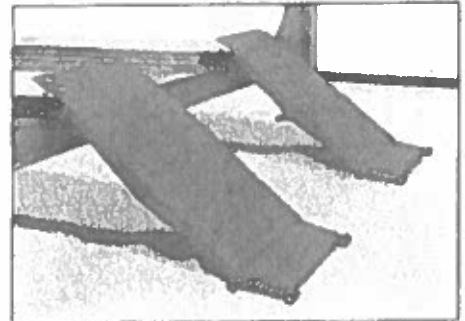
OPTIONAL

## Jacks

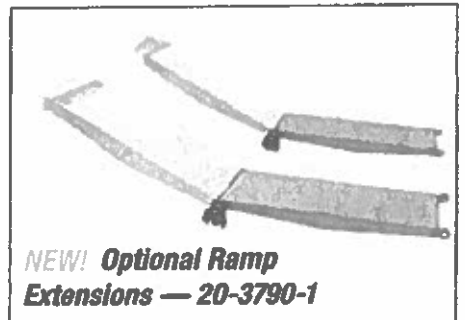
- ✓ Easily raise vehicles off runways
- ✓ 20,000-lb. capacity — one or two jack options



## Louvered Ramps



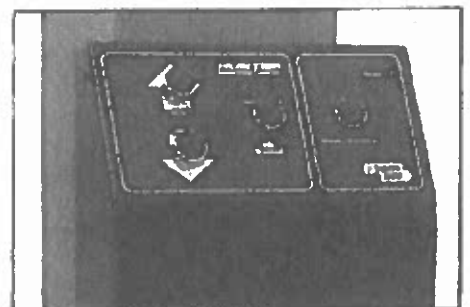
- ✓ Louvered ramps prevent wheel spin
- ✓ More effective than diamond tread or abrasive strips



**NEW! Optional Ramp Extensions — 20-3790-1**

- ✓ Optional approach ramp extensions assist locations with high floor slope or service vehicles with low ground clearance

## Control Unit



- ✓ Easy-to-use console
- ✓ Powerful 3-hp motor



# Conservation Commission

## Member Terms

The Conservation Commission has been operating under the misconception that it was an *appointed Land Use board*. Such boards are permitted to roll terms over without reappointment if a replacement member is not readily available (which has always been the case). To correct this situation, the Commission has reset its members' terms.

The entire Commission has been nominated for the terms shown below. The initial nominations have staggered terms for obvious reasons. The Commission is submitting this list of nominations for your approval and appointment. Below is the list:

Member Name	Member Type	Term (Years)	Term Starts	Term Expires
Bob Boynton	Full	2	2022	2024
David McTigue	Full	2	2022	2024
Matt Olivera	Full	3	2022	2025
Karen Miller	Full	3	2022	2025
Kleta Dudley	Alt	1	2022	2023
Mike Bara	Alt	1	2022	2023
Land Admin	Alt	1	2022	2023

Note: As the above terms expire, the member would be eligible for nomination to a 3-year term starting November 1 of that year.



# New Ipswich Police Department Incentives

## **Physical Fitness Annual Bonus: (Full-time officers only)**

\$400 annually if an officer passes the NH Police Academy 3-year on-going Fitness Test or New Ipswich Police Department adopted fitness standard. These fitness standards are established by the NH Police Academy and passing this fitness standard is required to keep a police officer certification in New Hampshire. This incentive would be used to offset any cost incurred by the officer to maintain the standard to include a gym membership, workout gear and clothing.

**\$400 x 6 = \$2400**

## **Longevity Pay (bonus or Stipend)**

A scale would have to be made based on years of service.

1-5 years of service: \$350 (As of October 2022 4-officers 1 – Admins Staff \$1750)

6-10 years of service: \$550 (As of October 2022 2-officers \$1100)

11-15 years of service: \$750

16-20 years of service or greater: \$1000

**Total \$2,850**

## **Shift Differential: (all officers)**

Evening Shift: \$0.50 per hour

Overnight Shift: \$0.75 per hour (we don't have an overnight shift at this current time)

Average evening shifts hours per week: 90

Average evening shifts hours per year: 4,680

Estimated Annual Cost @ \$0.50 = **\$2,340**

If there were an overnight shift:

Average overnight hours per week: 40

Average evening overnight hours per year: 2,080

Estimated Annual Cost @ \$0.75 = **\$1,560**

### **Step-Raises (pay scale)**

I introduced a step pay scale to the BOS in November 2021. I am submitting a pay scale for consideration to be adopted in 2022. I have since updated the pay scale to reflect the current year (2022) and adjusted the pay. There may be some other adjustments but wanted to this topic alive and hopefully moving in the right direction.

### **Educational Incentives (Full-time officers only)**

\$1000 annually for associate degree

\$1500 annually for bachelor's degree

\$2000 annually for master's degree

Staff w/ degrees:

Associate: 2   **(\$2000)**

Bachelor: 3   **(\$4500)**

### **Offering Long- and Short-Term Disability Insurance**

Could be paid for like the town offered health insurance 85/15% split

**Insurance Stipend:** Paid to employees who do not participate in the Town of New Ipswich Health Insurance benefit.

**\$6000 annually**

### **Tuition Reimbursement**

#### **Sign-on Bonus \$6000**

The new (uncertified) officer would receive the \$6000 over three payments

1<sup>st</sup> payment for new hire would be upon completion of the police academy

2<sup>nd</sup> payment would be at the end of the officer's probationary period (1-year)



3<sup>rd</sup> payment would be at the end of the officer's second year of full-time employment

The new (certified) officer would receive the \$6000 over three payments

1<sup>st</sup> payment for new hire would be upon completion of the field training

2<sup>nd</sup> payment would be at the end of the officer's probationary period (1-year)

3<sup>rd</sup> payment would be at the end of the officer's second year of full-time employment

Est. annual budget to cover two new hires would be **\$8000** – this number could be adjusted year to year



Nancy Clark, Attorney for interested parties

Liz Freeman Ashby Rd

Annamarie Fournier 111 River Rd

Robert Fournier 111 River Road

Ray Holmer 278 Old County Rd

ROBERT A FOSANELLA - 11 PRESTON HILL RD,

Jane Ellen 99 River Rd

Richard & Sharon Sweeten 124 River Rd

MARILYN STOWE 97 RIVER RD, NEW IPSWICH NH

Louise Del Papa 81 River Rd

Stanley Zabriskie 81 River Rd

"

11

11

# TOWN OF NEW IPSWICH

## DEPARTMENT OF PUBLIC WORKS

661 Turnpike Road  
New Ipswich, NH 03071  
603-878-2772 Ext. 415

Permit # 2022-324

Permit Fee: \$25 PAID # 120

Approval: \_\_\_\_\_

### \* DRIVEWAY ALTERATION DRIVEWAY PERMIT APPLICATION

MAP/LOT/PARCEL ID#: 11-128 Date submitted: 09/12/2022

PROPERTY LOCATION: 99 River Road

PROPERTY OWNER: Jane Elwell

MAILING ADDRESS: 99 River Road New Ipswich NH 03071

OWNER/APPLICANT SIGNATURE: [Signature] PHONE 801-628-9779

The driveway requested is for access to:

☒ Residence ☐ Industry ☐ Business ☐ Subdivision ☐ Other (please specify below)

Pursuant to the provisions of RSA Chapter 236, section 13 and amendments thereto, permission is requested to ~~construct~~ <sup>alter</sup> 1 driveway entrance(s) to my property on the east side of Curtier Road in the Town of New Ipswich, NH, also known as Map Lot 11-128 at the location which will meet the requirements for safety specified in said statutes.

As the landowner applicant, I hereby agree to the following:

- 1) To ~~construct~~ <sup>alter</sup> driveway entrance only for the bonafide purpose of securing access to private property such that the highway right of way is used for no purpose other than travel.
- 2) To ~~construct~~ <sup>alter</sup> driveway entrances at permitted location in accordance with statutes, all provisions of driveway entrances issued by the Town of New Ipswich.
- 3) To hold harmless the Town of New Ipswich and it's duly appointed agents and employees against any action for personal injury and/or property damage sustained by reason of the exercise of this permit.
- 4) To furnish and install drainage structures that are necessary to maintain existing highway drainage and adequately handle increased runoff resulting from development.
- 5) To furnish the Town with a location sketch showing measurements and property setbacks attached to this application.
- 6) Stake the location of driveway on the site.

[Signature]  
Signature of Landowner

Sept 12 2022  
Date

801-628-9779  
Telephone #

JANE ELWELL  
Name (please print)

99 River Road  
Address

janeelwell66@gmail.com  
Email Address

11-194  
 GEORGE K. SLYMAN  
 HANNELORE E. SLYMAN  
 194 TURNPIKE ROAD  
 NEW IPSWICH, NH 03071  
 2580/55 5-13-74

11-192a  
 LEWIS FIFIELD  
 ROBERTA FIFIELD  
 P.O. BOX 199  
 NEW IPSWICH, NH 03071  
 2161/476 9-17-71

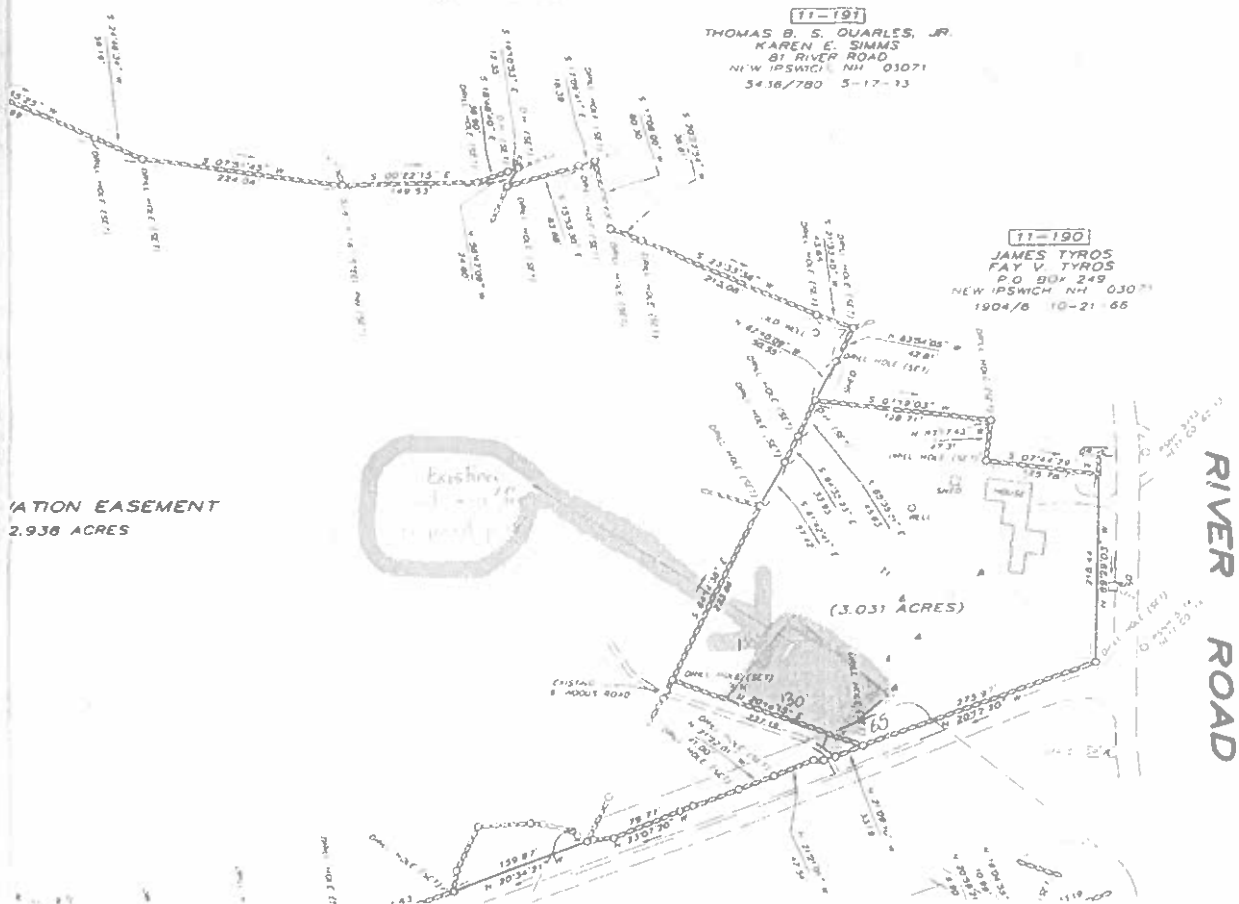
NOTES:

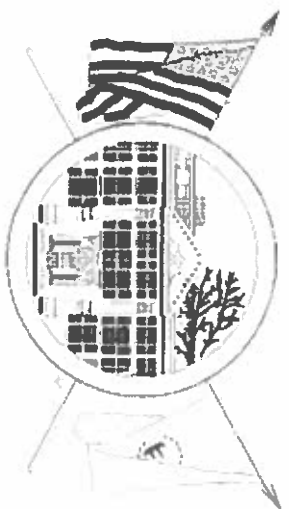
1. OWNER OF RECORD IS PATRICIA G. HOFFMAN, 99 RIVER ROAD, NEW IPSWICH, NH 03071.
2. TITLE REFERENCE TO THE PARCEL IS MCRD BOOK 2311 PAGE 246 DATED MAY 13, 1973.
3. TOTAL AREA OF THE PARCEL IS 33.969 ACRES.
4. PARCEL IS LOT 128 ON MAP 11 OF THE NEW IPSWICH TAX MAP.

11-191  
 THOMAS B. S. OVARLES, JR.  
 KAREN E. SIMMS  
 81 RIVER ROAD  
 NEW IPSWICH, NH 03071  
 3438/780 5-17-73

11-190  
 JAMES TYROS  
 FAY V. TYROS  
 P.O. BOX 248  
 NEW IPSWICH, NH 03071  
 1904/6 10-21-66

ATION EASEMENT  
 2.938 ACRES





Building Department  
Town of New Ipswich  
661 Turnpike Rd.  
New Ipswich, NH 03071  
(603) 878-2772 ext. 415  
landclerk@townofnewipswich.org

Permit #: 2022324

Permit Date: 09/12/2022

Permit Type: Driveway

Applicant Name: Jane Elwell

Applicant Address: 99 River Road

City, State, Zip: New Ipswich, NH 03071

Phone Number: 801-628-9779

Applicant Email: [janeelwell66@gmail.com](mailto:janeelwell66@gmail.com)

Description: Driveway alteration

Project Cost: .00

Square Feet: 0

Status: Closed

Assigned To: Peter Goewey

### Property

Parcel #

Address

Legal

Owner Name

Owner Phone

Zoning

000011000128000000 99 RIVER ROAD

ELWELL, Jane

RD RURAL  
DISTRICT

### Fees

Fee

Description

Notes

Factor

Amount

Driveway Permit

0.00

\$25.00

Total

\$25.00

### Payments

Date

Paid By

Description

Payment Type

Accepted By

Amount

09/14/2022

Jane Elwell

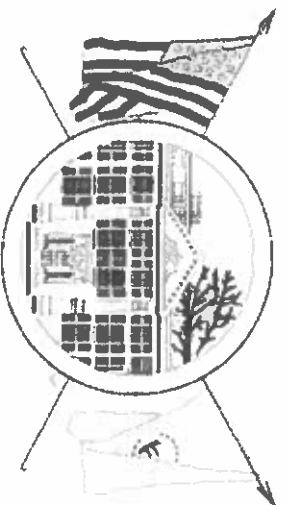
126

Susan Mallett

\$25.00

Outstanding Balance

\$0.00



Building Department  
Town of New Ipswich  
661 Turnpike Rd.  
New Ipswich, NH 03071  
(603) 878-2772 ext. 415  
landclerk@townofnewipswich.org

Permit #: 2022324

Permit Date: 09/12/2022

Permit Type: Driveway

Applicant Name: Jane Elwell

Applicant Address: 99 River Road

City, State, Zip: New Ipswich, NH 03071

Phone Number: 801-628-9779

Applicant Email: janeelwell66@gmail.com

Description: Driveway alteration

Project Cost: .00

Square Feet: 0

Status: Closed

Assigned To: Peter Goewey

### Property

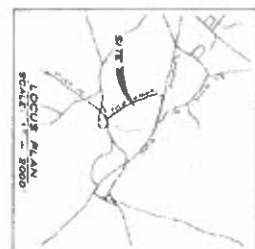
Parcel #	Address	Legal	Owner Name	Owner Phone	Zoning
000011000128000000	99 RIVER ROAD		ELWELL, Jane		RD RURAL DISTRICT

### Fees

Fee	Description	Notes	Factor	Amount
Driveway Permit			0.00	\$25.00
			<b>Total</b>	<b>\$25.00</b>

### Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
09/14/2022	Jane Elwell		126	Susan Mallett	\$25.00
				<b>Outstanding Balance</b>	<b>\$0.00</b>



APPROVED BY THE NEW HAMPSHIRE PLANNING BOARD  
ON \_\_\_\_\_  
CREATED BY  
C. H. HANCOCK  
30 CH. 144A

LEGEND  
Dashed line shows  
Dotted line shows  
Dashed line shows  
Dotted line shows

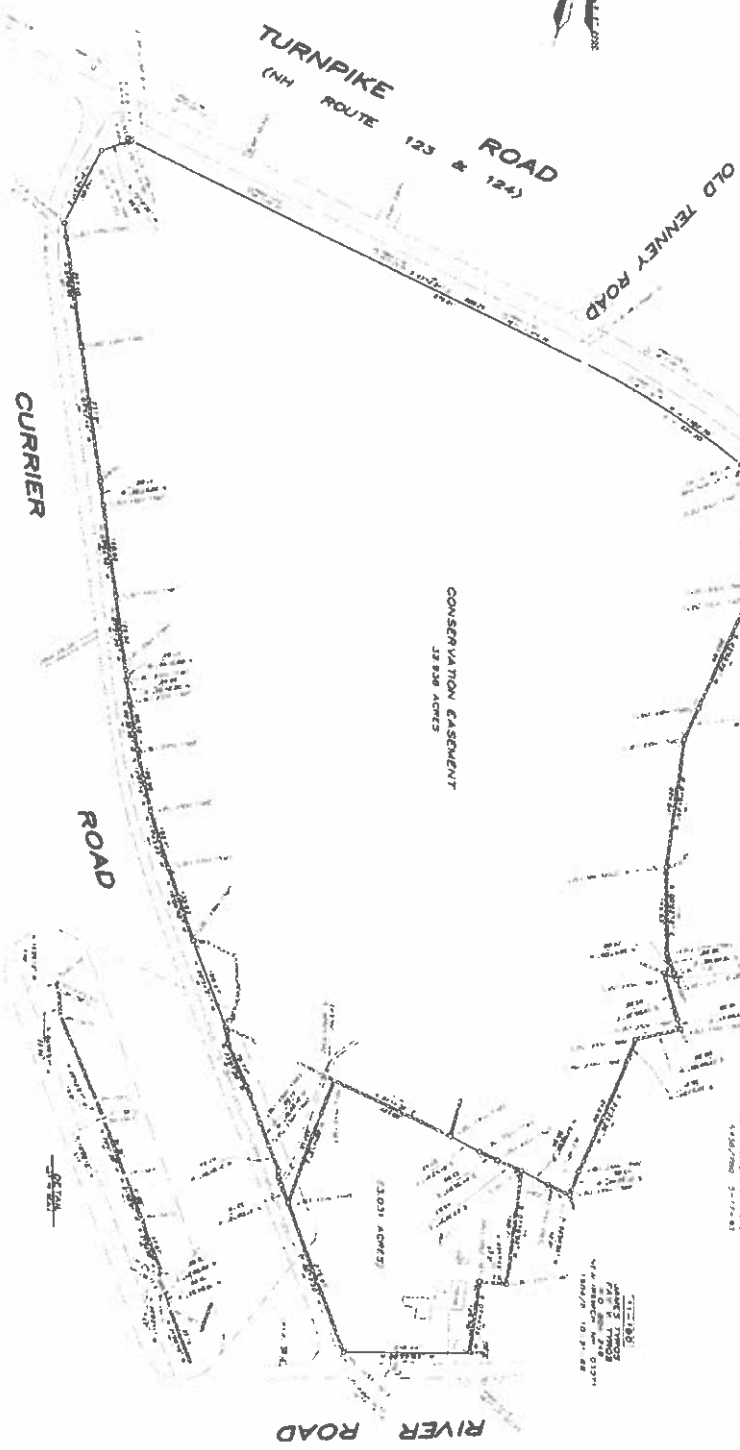
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11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

GRAPHIC SCALE 1" = 100' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

GRAPHIC SCALE 1" = 100' 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'



BOUNDARY AND CONSERVATION EASEMENT  
PLAN OF LAND  
LOT 11-128  
PATRICIA G. HOFFMAN  
NEW IPSWICH, NEW HAMPSHIRE  
SCALE: 1" = 100' AUGUST 28, 2000  
MONROD BUREAU, INC.  
1000 ROUTE 101, IPSWICH, NH 03035  
TEL: (603) 851-8310 FAX: (603) 854-8884



DEED OF CONVEYANCE  
TO THE TOWN OF  
NEW IPSWICH, NEW HAMPSHIRE  
FROM THE ESTATE OF  
PATRICIA G. HOFFMAN  
Dated: 8/28/00

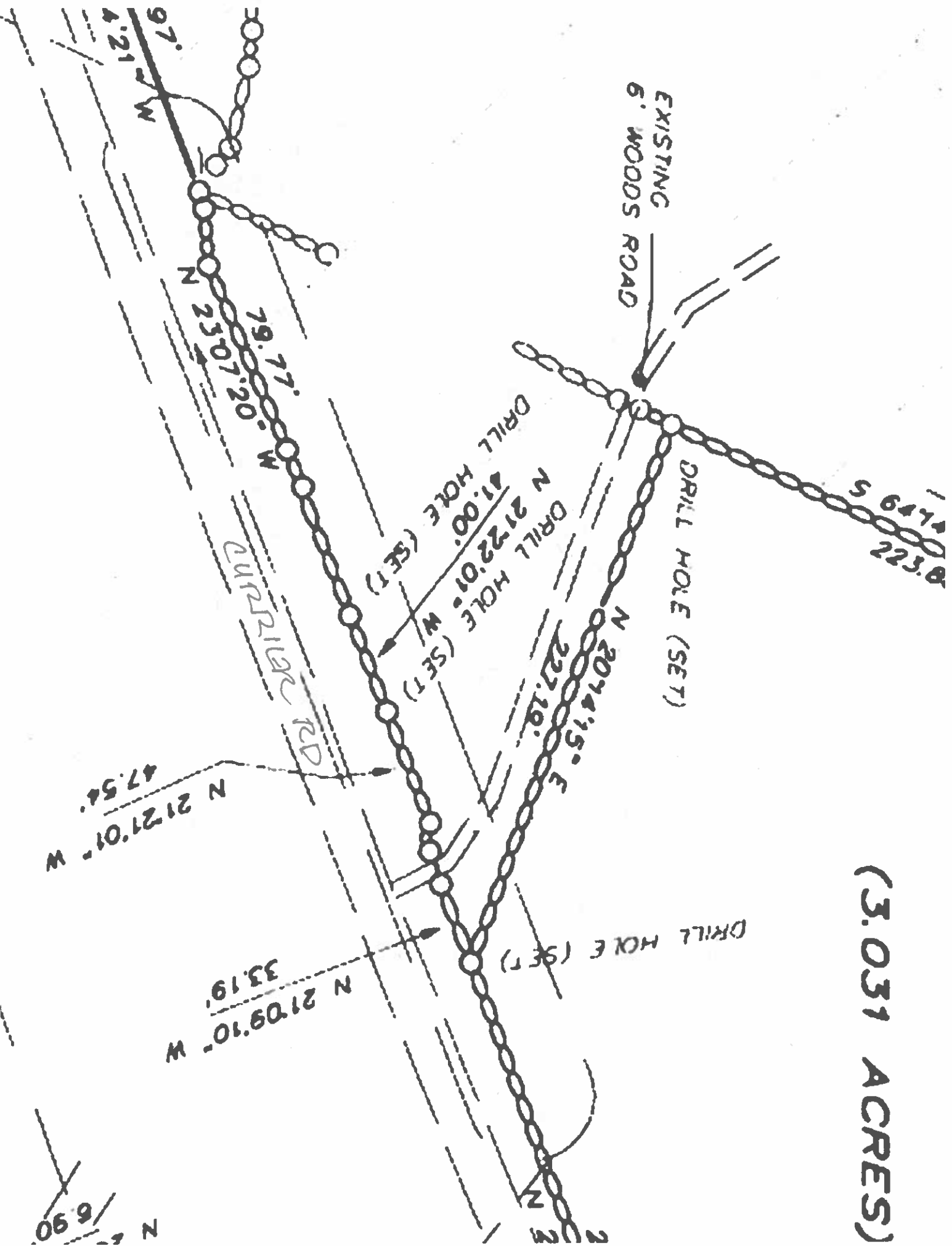
DEED OF CONVEYANCE  
TO THE TOWN OF  
NEW IPSWICH, NEW HAMPSHIRE  
FROM THE ESTATE OF  
PATRICIA G. HOFFMAN  
Dated: 8/28/00

DEED OF CONVEYANCE  
TO THE TOWN OF  
NEW IPSWICH, NEW HAMPSHIRE  
FROM THE ESTATE OF  
PATRICIA G. HOFFMAN  
Dated: 8/28/00

NOTES:  
1. THE TOWN OF NEW IPSWICH, NEW HAMPSHIRE, HAS ACHIEVED A 100% REDEMPTION OF THE TAXES DUE ON THE LANDS SHOWN ON THIS MAP.  
2. THE TOWN OF NEW IPSWICH, NEW HAMPSHIRE, HAS ACHIEVED A 100% REDEMPTION OF THE TAXES DUE ON THE LANDS SHOWN ON THIS MAP.  
3. THE TOWN OF NEW IPSWICH, NEW HAMPSHIRE, HAS ACHIEVED A 100% REDEMPTION OF THE TAXES DUE ON THE LANDS SHOWN ON THIS MAP.  
4. THE TOWN OF NEW IPSWICH, NEW HAMPSHIRE, HAS ACHIEVED A 100% REDEMPTION OF THE TAXES DUE ON THE LANDS SHOWN ON THIS MAP.



(3.031 ACRES)



Please return to:  
Jane E. Elwell  
99 River Road  
New Ipswich, NH 03071

**Book: 9633 Page: 1634**

Doc # 220033105      07/12/2022 08:12:12 AM  
Book 9633 Page 1634      Page 1 of 4  
Mary Ann Crowell  
Register of Deeds, Hillsborough County  
LCHIP      HIA678986      25.00

### **QUITCLAIM DEED**

KNOW ALL BY THESE PRESENTS THAT James L. Elwell, a single person of 99 River Road, New Ipswich, Hillsborough County, New Hampshire 03071, and Jane E. Elwell, a single person of 99 River Road, New Ipswich, Hillsborough County, New Hampshire 03071 ("Grantors"), hereby grant to Jane E. Elwell, a single person of 99 River Road, New Ipswich, Hillsborough County, New Hampshire 03071 ("Grantee"), with QUITCLAIM COVENANTS, the following described premises:

A certain tract or parcel of land with the buildings thereon, situated in Bank Village, so-called, in New Ipswich, in the County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at the Southwesterly corner of the premises herein conveyed, said corner being the intersection of "Main Street of Bank Village", so-called, and "Cross Road", so-called; thence running

- 1) South  $87\frac{1}{2}^{\circ}$  East two hundred fourteen (214) feet, more or less, by said Main Street to a stone wall and land now or formerly of Kaula; thence turning and running
- 2) North  $8\frac{1}{2}^{\circ}$  East one hundred twenty-eight (128) feet, more or less, along said wall, by land of said Kaula to a corner of walls; thence turning and running
- 3) South  $80\frac{1}{2}^{\circ}$  East forty-eight (48) feet, more or less, along a wall by land of said Kaula to a corner of walls; thence turning and running
- 4) North  $8\frac{1}{2}^{\circ}$  East two hundred three (203) feet, more or less along a wall by land of said Kaula to a corner of walls; thence turning and running
- 5) South  $63^{\circ}$  East ninety (90) feet, more or less, along a wall by land of said Kaula, to a corner of walls; thence turning and running

For further reference see plan entitled "Boundary and Conservation Easement Plan of Land, Lot 11-128, Patricia G. Hoffman, New Ipswich, New Hampshire, Scale: 1" = 100', August 28, 2000" Monadnock Survey, Inc. Land Surveyors and Planners, and recorded in the Hillsborough County Registry of Deeds, Plan No. 30809.

Subject to a Conservation Easement on 32.938 acres to The Monadnock Conservancy dated October 31, 2000 and recorded at Book 6312, Page 0333 of the Hillsborough County Registry of Deeds.

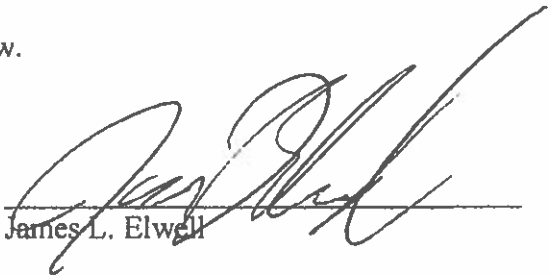
Meaning and intending to convey the same premises conveyed to Grantors by deed of William N. Lamarre and Jean L. Lamarre dated June 19, 2014 and recorded June 24, 2014 in Book 8669, Page 1282 of the Hillsborough County Registry of Deeds.

The within Grantors hereby release to Grantee all rights of homestead and other interests therein in the property.

This conveyance is pursuant to a divorce filed in the 8th Circuit Court-Family Division-Jaffrey In the Matter of Jane Elwell and James Elwell, Docket No: 648-2021-DM-00063 and is a non-contractual transfer between spouses from a Decree of Divorce and pursuant to RSA 78-B:2, XIII and therefore is not subject to transfer tax.

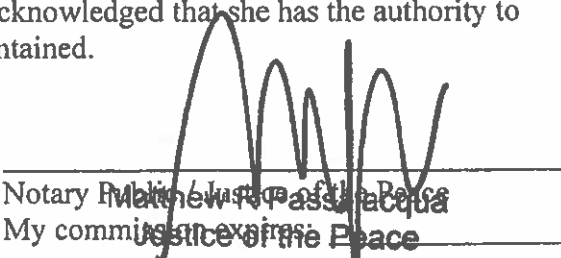
WITNESS our hands as of the date written below.

JUNE 10, 2022  
Date

  
James L. Elwell

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

Personally appeared before me this 10<sup>TH</sup> day of JUNE, 2022, James L. Elwell, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she has the authority to execute the same for the purposes therein contained.

  
Notary Public for the State of New Hampshire  
My commission expires April 17, 2024  
State of New Hampshire  
My Commission Expires  
April 17, 2024

0065885

2000 NOV -2 AM 10:08

1. THIS IS A NON-CONTRACTUAL CONVEYANCE  
PURSUANT TO NEW HAMPSHIRE RSA 78-B:2  
AND IS EXEMPT FROM THE NEW HAMPSHIRE  
REAL ESTATE TRANSFER TAX.

### CONSERVATION EASEMENT DEED

I, Patricia G. Hoffman, single, of 99 River Road, Town of New Ipswich, County of Hillsborough, State of New Hampshire (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's successors and assigns).

for good and sufficient consideration, with WARRANTY covenants, grant in perpetuity

to The Monadnock Conservancy, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal mailing address of P.O. Box 337, City of Keene, County of Cheshire, State of New Hampshire 03431, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code (hereinafter sometimes referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns)

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to a parcel of land (herein referred to as the "Property") being unimproved field and forestland situated on Currier Road in the Town of New Ipswich, County of Hillsborough, State of New Hampshire, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

#### 1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation purposes:

A. The assurance that the Property will be retained forever as an important forestland, wetland, and wildlife habitat area and the prevention of any use of the Property that will significantly impair or interfere with the conservation values of the Property; and

B. The preservation of open spaces for the scenic enjoyment of the general public, the protection of the undeveloped water frontage along Furnace Brook to which the land area subject to the Easement granted hereby provides access and upon which it fronts, and particularly the conservation of the approximately 32.9 acres of productive field and forestland of which the land area subject to the Easement granted hereby consists for the preservation and conservation of wildlife habitat on the Property and the long-term protection of the Property's capacity to produce economically valuable agricultural and forestry products; and

EX-5312760333

C. The preservation of the land and the water body of Furnace Brook subject to the Easement granted hereby for outdoor recreation by and/or the education of the general public, through the auspices of the Grantee; and

These purposes are consistent with the clearly delineated open space conservation goals and objectives as stated in the 1995 Master Plan of New Ipswich, which include as goals to "I. Maintain the rural character of New Ipswich" and "VII. Provide opportunities for recreational activities", and as objectives "[To] preserve open space by encouraging conservation easements and donations of land... [to] encourage well-managed forestry and agricultural enterprises... [and to] create a comprehensive and well-maintained system of trails", and with New Hampshire RSA Chapter 79-A which states:

"It is hereby declared to be in the public interest to encourage the preservation of open spaces in the state by providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving the land, water, forest, and wildlife resources."

These significant conservation values are set forth in detail in baseline documentation entitled "Baseline Documentation Report Hoffman-2 Conservation Easement" on file with the Grantee.

These purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted with respect to the Property is as follows:

## 2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes hereof, "agriculture" and "forestry" shall include animal husbandry, floriculture, and horticulture activities: the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables) all as not detrimental to the scenic, recreational, and wildlife habitat protection purposes of this Easement.

ii. Agriculture shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Such management activities shall not be detrimental to the purposes of this Easement, as described in Section 1 above, nor materially impair the scenic quality of the Property as viewed from public roads or public trails.

OK 6312P60334

iii. Forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified, in accordance with the following goals, and in a manner not detrimental to the scenic, recreational, and wildlife habitat protection purposes of this Easement as described in Section 1 above.

a. The goals are:

- maintenance of soil productivity;
- protection of water quality, wetlands, and riparian zones;
- maintenance or improvement of the overall quality of forest products;
- conservation of scenic quality;
- protection of unique or fragile natural areas;
- protection of unique historic and cultural features; and
- conservation of native plant and animal species.

b. Such forestry shall be performed in accordance with a written forest management plan consistent with this Easement prepared by a licensed professional forester or other qualified person. Any person who is not a licensed professional forester shall only be considered qualified to prepare a forest management plan under the terms of this Easement if approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or person at least thirty (30) days prior to said date.

c. At least thirty (30) days prior to harvesting, Grantor shall submit to the Grantee a written certification, signed by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Grantee may request the Grantor to submit the plan itself to Grantee within ten (10) days of such request, but acknowledges that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the actual activities will determine compliance therewith.

d. The plan shall include a statement of landowner objectives, and shall specifically address:

- the long-term protection of those values for which this easement is granted, as described in Section 1 above; and
- the goals in Section 2.A.iii.a. above; and
- the protection of the water quality of Furnace Brook and other surface water systems.

e. Timber harvesting with respect to such forestry shall be conducted in accordance with said plan and be supervised by a licensed professional forester or other qualified person approved in advance and in writing by the Grantee.

f. Such forestry shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices for the sites, soils, and

terrain of the Property. For references, see "Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire" (J.B. Cullen, 1996), and "Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire" (New Hampshire Forest Sustainability Standards Work Team, 1997), or similar successor publications.

g. In areas used by, or visible to, the general public, such forestry shall be carried out, to the extent reasonably practicable, in accordance with the recommendations contained in "A Guide to Logging Aesthetics: Practical Tips for Loggers, Foresters, and Landowners" (Geoffrey Jones, 1993) or similar successor publications.

B. The Property shall not be subdivided or otherwise divided in ownership.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed or introduced onto the Property. However, ancillary structures and improvements including, but not limited to a permeable road, dam, fence, bridge and culvert may be constructed, placed or introduced onto the Property only as necessary in the accomplishment of the on-site agricultural, forestry, conservation, or non-commercial outdoor recreational uses of the Property and provided that they are not detrimental to the scenic, recreational, and wildlife habitat protection purposes of this Easement.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or sub-surface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or non-commercial outdoor recreational uses of the Property; and

ii. do not harm state or federally recognized rare, threatened or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. are not detrimental to the scenic, recreational, and wildlife habitat protection purposes of this Easement;

Prior to commencement of any such activities, all necessary federal, state and local permits and approvals shall be secured.

E. No outdoor advertising structures such as signs shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation or non-commercial outdoor recreational uses of the Property, and provided such signs are not detrimental to the purposes of this Easement.

F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made

pursuant to the provisions of paragraphs A, C, D, or E, above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.

G. There shall be no dumping, injection, burning, or burial of man-made materials or materials then known to be environmentally hazardous.

H. The Property shall in no way be used to satisfy the density requirements of any applicable zoning ordinance or subdivision regulation with respect to the development of any other property.

The Grantor must notify the Grantee in writing at least thirty (30) days before exercising any of the affirmative rights of the Grantor detailed in sections C, D, E, & F.

### 3. RESERVED RIGHTS

All rights not expressly granted to the Grantee are expressly reserved to the Grantor, including without limitation the following:

A. To post the Property against trespass.

### 4. AFFIRMATIVE RIGHTS OF THE GRANTEE

A. The Grantee shall have reasonable access to the Property and all its parts for such inspection as is necessary to determine compliance and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

B. The Grantee shall have the right to place signs on the Property boundaries for the purpose of identifying it as conservation easement land protected by the Grantee.

### 5. NOTIFICATION OF TRANSFER, TAXES, MAINTENANCE.

A. The Grantor agrees to notify the Grantee in writing 10 days before the transfer of title to the Property or any division of ownership thereof permitted hereby.

B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

### 6. BENEFITS, BURDENS.

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 172(c) (1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 172(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of



enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

## 7. BREACH OF EASEMENT.

A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in hand or by certified mail, return receipt requested.

B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of his actions taken under this section.

C. If Grantor fails to take such proper action under the preceding paragraph, the Grantee may, as appropriate to the purposes of this easement, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

D. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.

## 8. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, after a court hearing, or by confirmation of an arbitration award, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

## 9. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee may thereupon act jointly or separately to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value of their respective interests in the Property on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The value of the Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser within one year of the date of this Easement, which shall be obtained by the Grantor at his expense and submitted to the Grantee. Any increase in value attributable to improvements made after the date of the Conservation Easement shall accrue to the party who made the improvements.

C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of the conservation purposes set forth herein.

#### 10. ADDITIONAL EASEMENT

A. Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 6, above, accepts and records the additional easement.

B. Prior to conveyance of any such additional easement, the Grantor shall give the Grantee at least thirty (30) days written notice thereof, including therein a copy of the proposed easement document.

#### 11. ARBITRATION OF DISPUTES

A. So long as both the Grantor and the Grantee agree, any dispute arising under this Easement may be submitted to arbitration in accordance with New Hampshire RSA Chapter 542.

B. The Grantor and the Grantee shall each choose an arbitrator within thirty (30) days of a written request for arbitration from either party. The arbitrators so chosen shall in turn choose a third arbitrator within thirty (30) days of the selection of the second arbitrator.

C. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable which they may postpone only for good cause shown.

D. A decision by two of the three arbitrators, made as soon as practicable after submission of the dispute, shall be binding upon the parties and shall be enforceable as part of this Easement. The expenses of the arbitration shall be allocated between the parties as part of the arbitration decision.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

The within described premises do not constitute homestead property of any person.

IN WITNESS WHEREOF, I have hereunto set my hand this 31<sup>st</sup> day of October, 2000.

Patricia G. Hoffman  
Patricia G. Hoffman

State of New Hampshire  
County of Cheshire

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2000 by  
Patricia G. Hoffman.

Robert T. Tift  
Notary Public/Justice of the Peace  
My commission expires:  
Notary Seal:

ROBERT TIFT  
COMMISSION EXPIRES 12/31/03

ACCEPTED: The Monadnock Conservancy

By: Diane Schott  
Diane Schott.

the duly authorized President of The Monadnock Conservancy, on its behalf.

State of New Hampshire  
County of Cheshire

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of November, 2000 by  
Diane Schott.

Gloria M. Vogt  
Notary Public/Justice of the Peace  
My commission expires:  
Notary Seal:

GLORIA M. VOGT  
NH - NOTARY PUBLIC  
MY COMMISSION EXPIRES 10-09-2001

8K6312P60340

#### APPENDIX "A"

A certain tract or parcel of land located on the Easterly side of Currier Road and Southerly of Turnpike Road, a/k/a New Hampshire Route 123 and 124, in the Town of New Ipswich, County of Hillsborough and State of New Hampshire as shown as "Conservation Easement, 32.938 Acres" on a plan entitled "Boundary and Conservation Easement, Plan of Land, Lot 11-128, Patricia G. Hoffman, New Ipswich, New Hampshire, Scale: 1" = 100', August 28, 2000, Monadnock Survey, Inc., Land Surveyors and Planners" to be recorded in the Hillsborough County Registry of Deeds, reference to which may be made for a more particular description of the premises. 2/21/09 21509

Said parcel containing 32.938 acres, more or less, and is part of Lot #128 on New Ipswich Tax Map #11.

Meaning and intending to describe and convey a Conservation Easement on all but the 3.031 acre unencumbered portion located southerly of the shaded area labeled "Conservation Easement, 32.938 acres" on the previous survey, of the same premises conveyed by deed of David L. Grove to Carl T. Hoffman and Patricia G. Hoffman, husband and wife, dated May 15, 1973 and recorded in the Hillsborough County Registry of Deeds, Volume 2311 Page 246. Patricia G. Hoffman derived her title as surviving joint tenant of her late husband, Carl T. Hoffman who died April 2, 1993; see Hillsborough County Registry of Probate No. 116980.