

BOS AGENDA





TOWN OF HENNIKER, NEW HAMPSHIRE  
**SELECTMEN & SEWER COMMISSIONERS**  
**AGENDA**

**Place:** Henniker Community Center 57 Main Street  
Henniker, NH 03242

**Tuesday August 1, 2023**  
**5:30 PM**

**I. CALL TO ORDER**

**II. NON-PUBLIC SESSION**

- 1) 5:30 pm Matthew French, Police Chief, New Hire Part-Time – RSA 91-A:3, II (b)
- 2) 5:35 pm Leo Aucoin, Highway Superintendent, New Hire Part-Time – RSA 91-A:3, II (b)
- 3) 5:40 pm Deborah Aucoin, Town Clerk/Tax Collector, Review of Deeding List – RSA 91-A:3, II (a)

**III. RETURN TO PUBLIC SESSION 6:15 PM**

- 4) Continue with Tax Collector public session

**IV. PLEDGE OF ALLEGIANCE**

**V. ANNOUNCEMENTS**

- 5) The Merrimack County Department of Corrections crew will continue roadside little clean-up on Old Concord Rd on August 3<sup>rd</sup>. Thank you to MCDOC and Transfer Station for coordinating this effort.
- 6) The Highway Department is recognized by the Board for their work to mitigate damage in the recent torrential rainstorms. Henniker roads received minimal damage due to the quality of storm water management. Thank you to others who pitched in to help. Landowners, please keep driveway culverts clean of debris. If you have questions, please call the Highway Department.
- 7) Monica Rico was recognized as a hometown hero by the Concord Monitor on July 26th for her efforts to distribute homegrown organic food to the people of Henniker and beyond.

**VI. CONSENT AGENDA**

- 8) Consent Agenda August 1, 2023

**VII. PUBLIC COMMENT #1 – (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)**

**VIII. APPOINTMENTS WITH THE BOARD**

- 9) Warren Mattiello – Volunteer Application Economic Development Committee

**IX. PUBLIC HEARING 6:30 PM**

- 10) Andrew Kellar, New Hampshire Solar Gardens - Payment in Lieu of Taxes for Renewable Generation Facility with Santa Fuel, Inc.

**X. NEW BUSINESS**

11) Leo Aucoin, Highway Superintendent – Overlay/Repair Portions of Western Avenue and Cote Hill Road

**XI. CONTINUED BUSINESS**

12) Way Investments – 566 Western Avenue Sewer Abatement Request Continued

13) Chapter 16 Special Event Permits and Notification Requirements – 2<sup>nd</sup> Reading Continued

14) Economic Development Committee Procedure Review

**XII. TABLED BUSINESS**

- Policies
  - III.1, III.3, III.5, III.7, IV.5 and
  - Personnel Policies – tabled 3/21/23 pending input from TA/Finance/HR
- Crosswalk on Main St. Pending CNHRPC study and public input.
- ARPA Fund Prioritization

**XIII. PAST MEETING MINUTES**

15) Acceptance of Board of Selectmen non-public session meeting minutes July 11, 2023, 5:30 p.m.

16) Acceptance of Board of Selectmen meeting minutes July 11, 2023, 5:30 p.m.

17) Acceptance of Board of Selectmen SEALED non-public session meeting minutes July 11, 2023, 5:39

**XIV. COMMUNICATIONS**

18) Town Administrator Report

19) Correspondence - Letters and Notices

20) Selectmen Reports

**XV. PUBLIC COMMENT #2** (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)

**XVI. NON-PUBLIC – If Necessary** Non-public Session 91-A:3 II a, b, c, d, or e

**XVII. ADJOURNMENT**

**XVIII. UPCOMING DATES 2023**

August 2, 2023 – Conservation Commission Meeting @ 7:00 p.m.

August 7, 2023 – Police Facility Assessment Committee Meeting @ 6:00 p.m.

August 8, 2023 – Road Management Committee Meeting @ 6:30 p.m.

August 9, 2023 – Planning Board Meeting @ 6:00 p.m.

August 15, 2023 – Board of Selectmen Meeting @ 6:15 p.m.

Please see the town website [www.henniker.org](http://www.henniker.org) and bulletin boards for meeting dates, times, locations, and agendas. ([Calendar: Public Meeting + Holiday | Henniker, NH](#))

**Visitor Orientation to the Town Selectman's Meeting**

Welcome to this evening's Selectmen's meeting. Please note that the purpose of the meeting is for the Selectmen to accomplish its work within a qualitative timeframe. Meetings are open to the public, but public participation is limited. If you wish to be heard by the board, please note the "Public Comment" at the beginning and end of the meeting to speak about items on a meeting agenda and/or matters pertaining to the business of the Selectmen. In addition, public hearings may be scheduled for public comment on specific matters. Speakers must be residents of the Town of Henniker, property owners in the town of Henniker, and/or designated representatives of recognized civic organizations or businesses located in the Town of Henniker. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the board and not to any individual member. Each speaker shall be provided with a single opportunity for comment, limited to three (3) minutes. Public forum shall be

limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Board may not have discussed or taken a position on a matter. Public Comment is not a two-way dialogue between speaker(s), Selectmen, and/or the Town Administrator. The Chair will preserve strict order and decorum at all Board of Selectmen meetings. Outbursts from the public are not permitted.

# NONPUBLIC #1



Matthew French  
Chief of Police

# HENNIKER POLICE DEPARTMENT

340 Western Avenue  
Henniker, NH 03242

*Lieutenant Michelle Dandeneau*  
*Sergeant Matthew Mitchell*  
*Patrol Officer Amy Bossi*  
*Patrol Officer Cole Bannister*  
*Patrol Officer Rachael Lang*  
*Patrol Officer Christian Kyle*

*Laura French,*  
*Administrative Assistant*

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July 19, 2023

RE: New Hire- [REDACTED] for part time Police Officer Position

The candidate I propose to fill a part-time position is [REDACTED]

[REDACTED] has completed the hiring process which included an interview, extensive background check, polygraph and psychological evaluation.

[REDACTED]

[REDACTED]

[REDACTED]

Respectfully-

Chief Matthew French



# TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
Henniker, NH 03242  
Tel: (603) 428-3221

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## NON-PUBLIC STAFF REPORT

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**DATE:** 8/1/2023  
**TITLE:** Hiring Highway Department  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Leo Aucoin, Highway Superintendent  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

**AGENDA DESCRIPTION:** Hiring Truck Driver/Equipment Operator/Laborer

**Background:** The Highway Department has been recruiting for this position for at least one year. Efforts were accelerated in April 2023, with advertisements placed on the web, NHMA, Indeed, local papers, social media, and a sign board. Candidates with Class B CDL license and other necessary skills have been scarce as the industry demand is great.

**Highway Superintendent Comment:** Comments will be provided for the Board on Tuesday, August 1, 2023.

**Town Administrator Comment:** The Highway Superintendent is seeking to make an offer of employment to an entry level candidate and to enroll the successful candidate in CDL Training. Mr. Aucoin proposes hiring the candidate at [REDACTED]

**Legal Authority:** Town Policies

**Financial Details:** [REDACTED]

**Motion or Action:** [REDACTED]

Minutes to remain sealed until the offer is accepted.



# APPLICATION FOR EMPLOYMENT

Town of Henniker, 18 Depot Hill Road, Henniker, NH 03242

603-428-3221

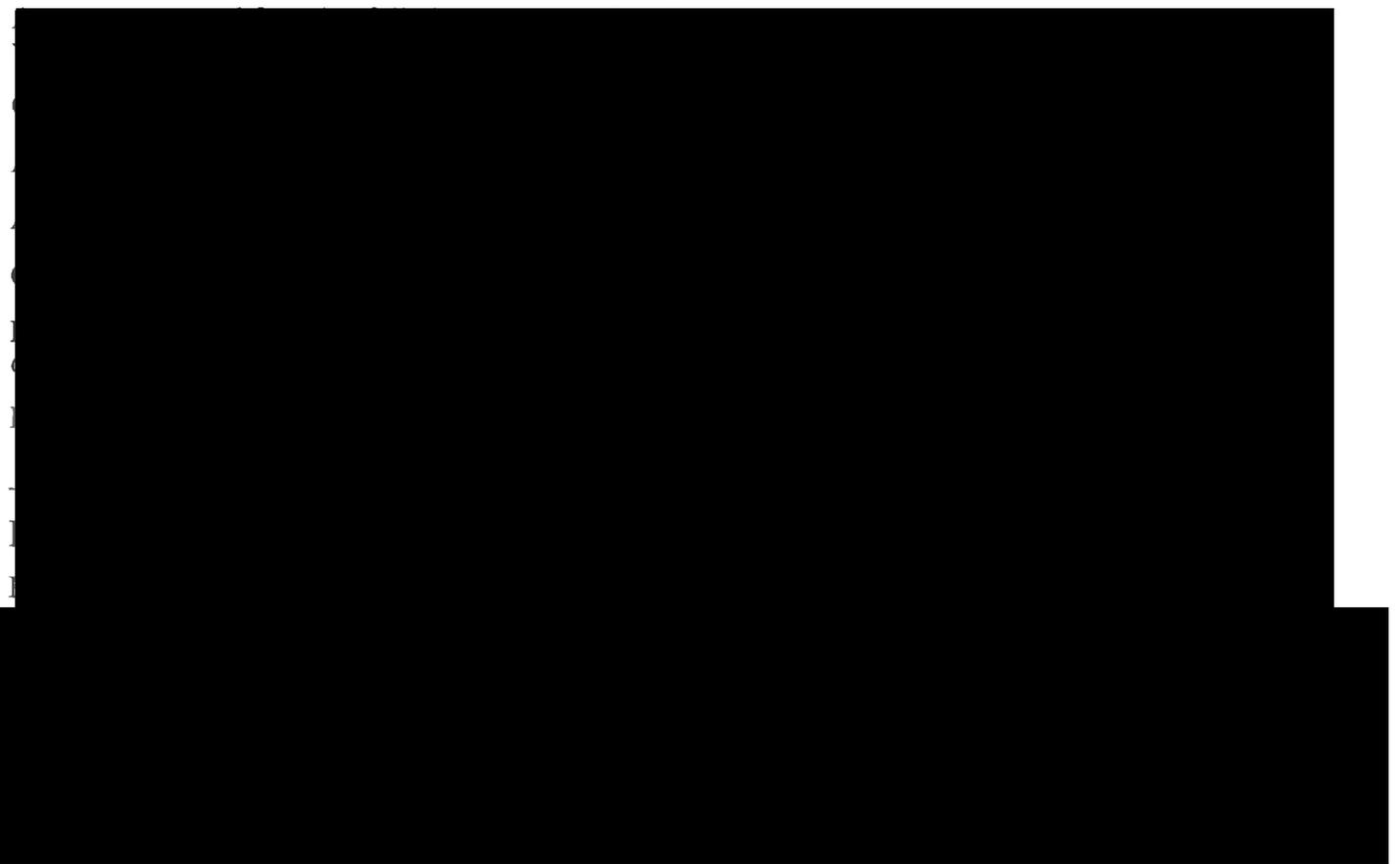
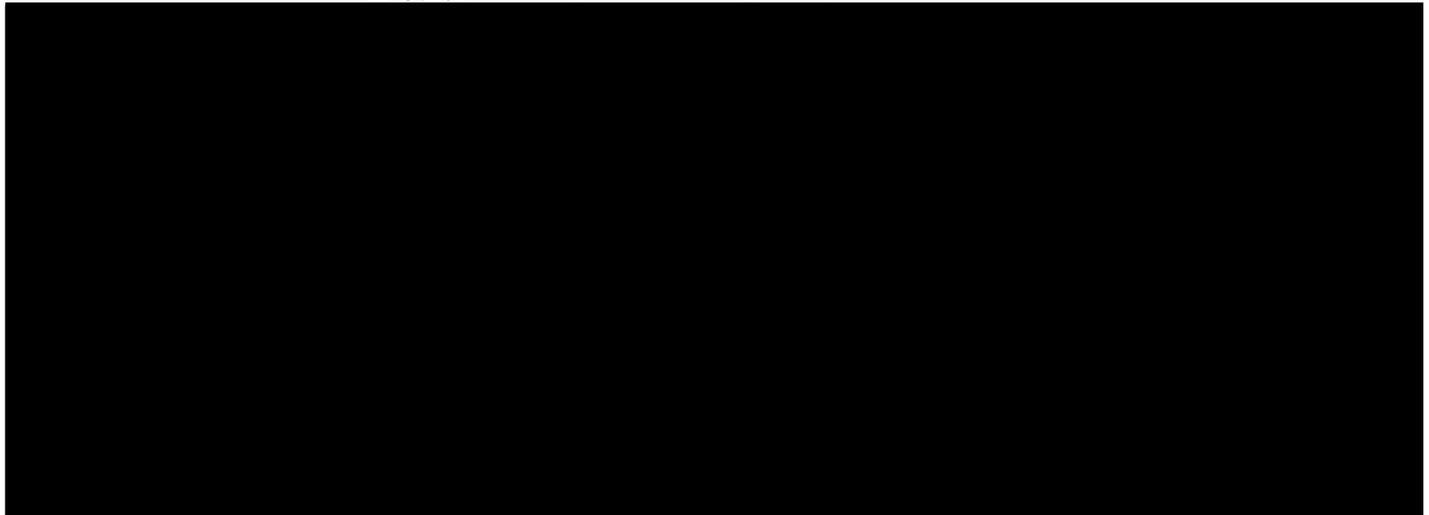
*The Town of Henniker considers applicants for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, the presence of a non-job-related medical condition or handicap, or any other legally protected status.*

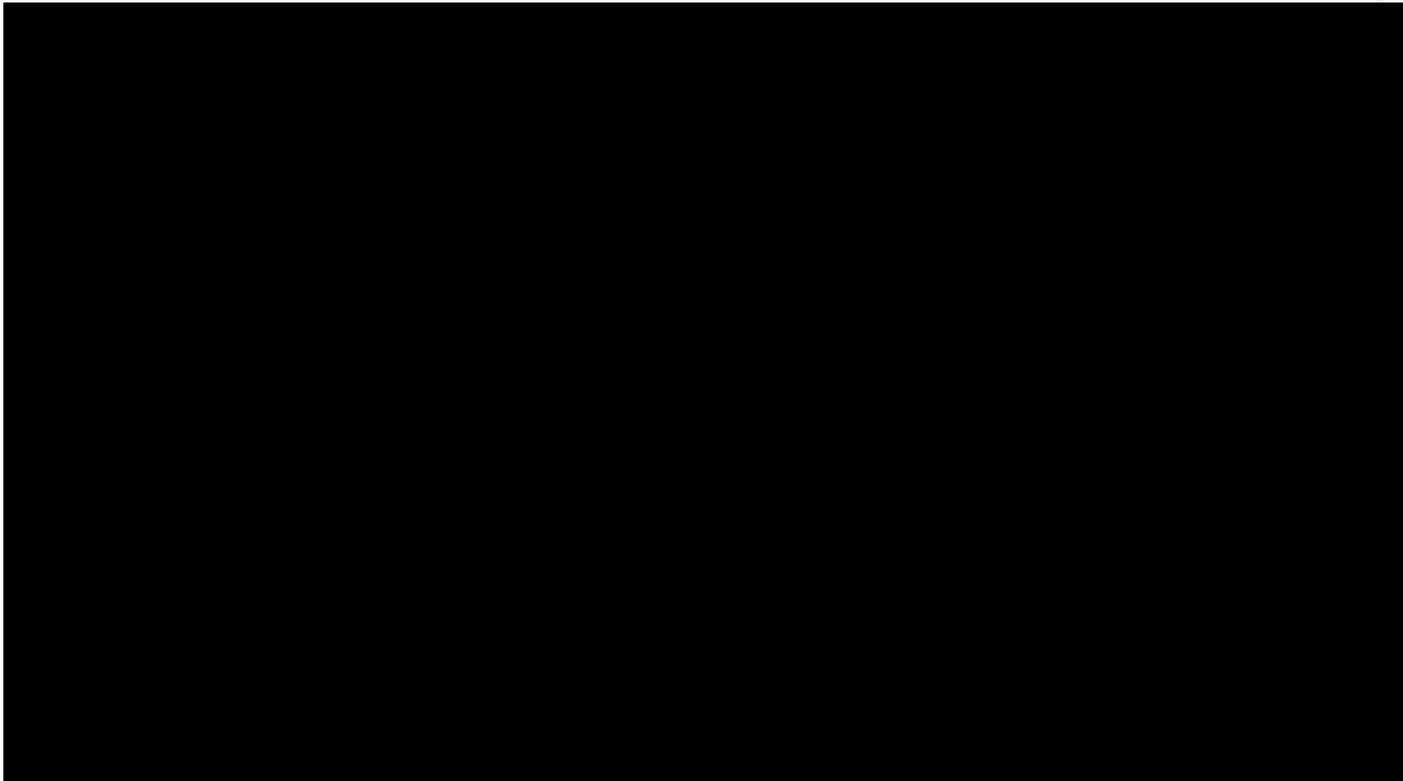
**PLEASE PRINT**

**Date of application:** June 23, 2023

Position(s) applied for: Highway/ Truck Driver , Equipment Operator, Laborer

How did you learn about us:  Advertisement  Employment Agency  Friend  Relative  Walk-in  
 Other





Describe any honors you have received: \_\_\_\_\_

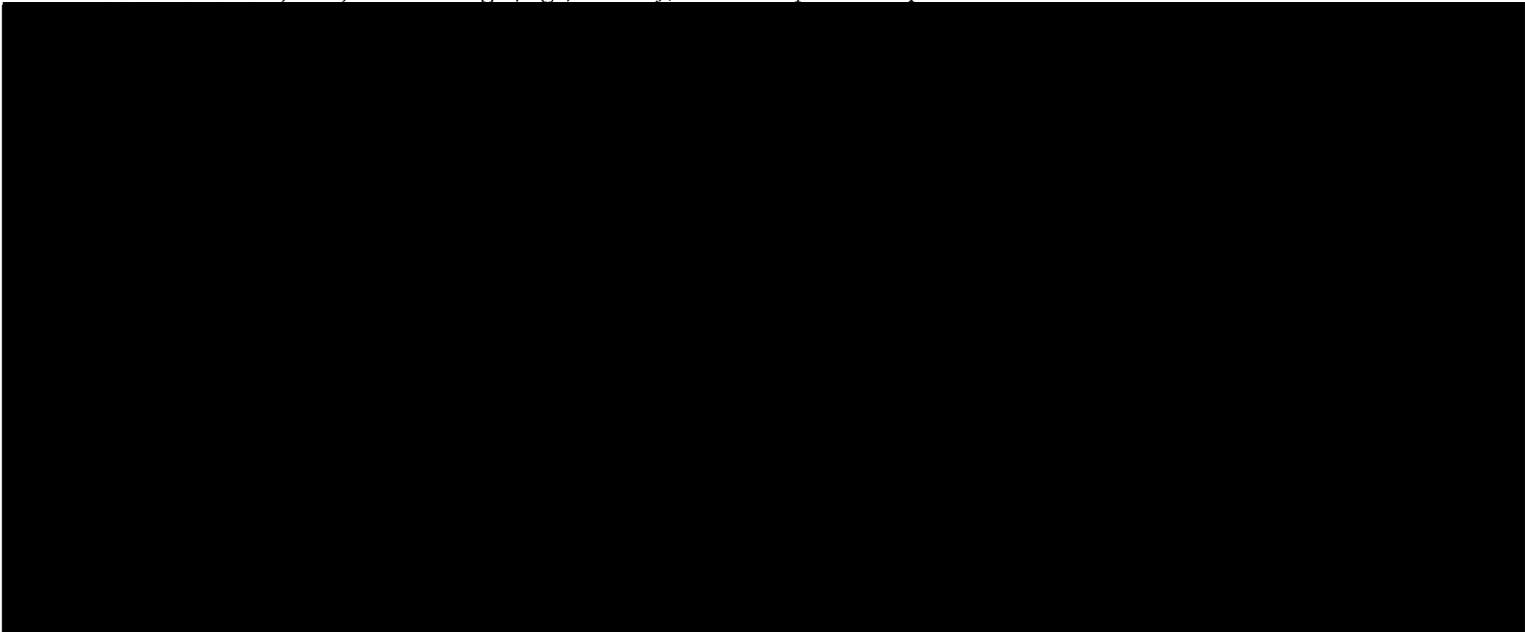
State any additional information you feel may be helpful in considering your application: \_\_\_\_\_

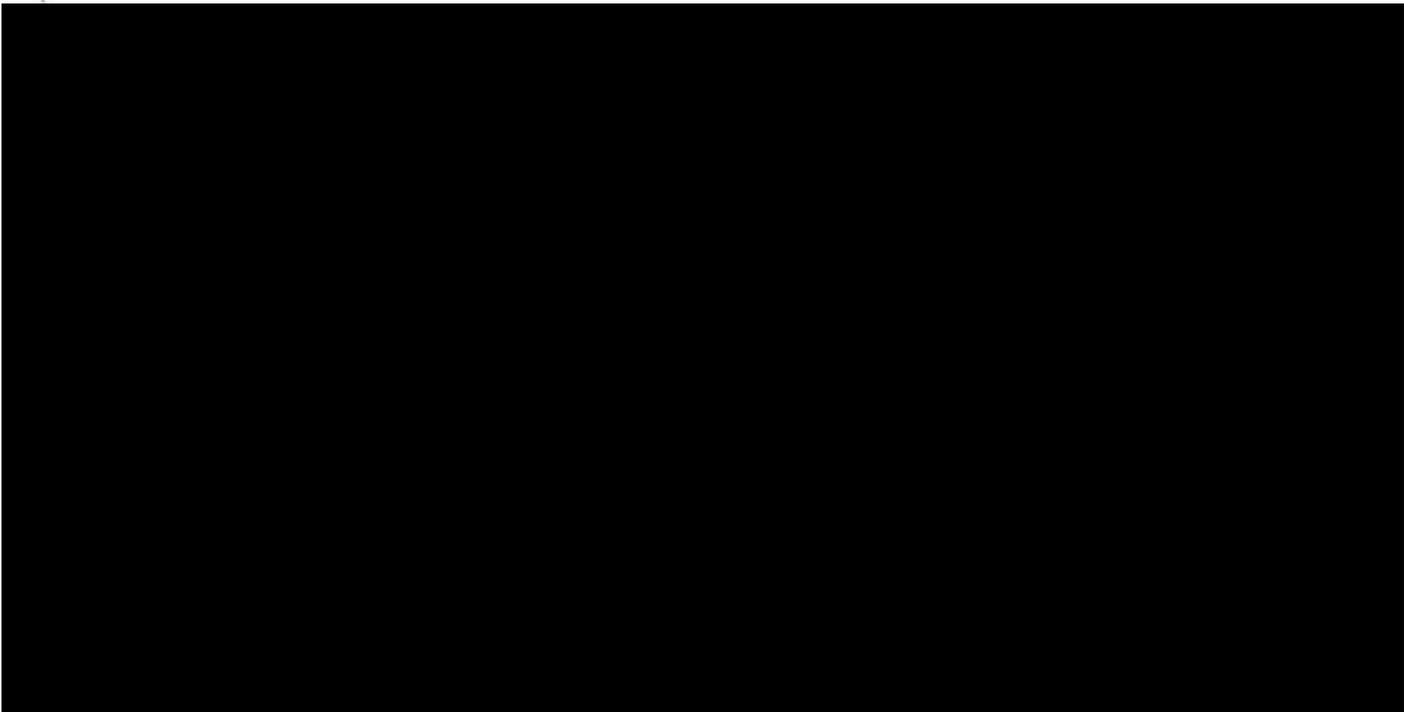
\_\_\_\_\_

Indicate any foreign languages you can speak, read and/or write: \_\_\_\_\_

\_\_\_\_\_

List professional, trade, business, or civic activities and offices held. *You may exclude memberships which would reveal sex, race, national origin, age, ancestry, or handicap or other protected status:*





Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Work Performed: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Hourly Rate/Salary: Starting: \_\_\_\_\_ Final: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Work Performed: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ Hourly Rate/Salary: Starting: \_\_\_\_\_ Final: \_\_\_\_\_

*If you need additional space, please continue on a separate sheet of paper.*

### **Special Skills and Qualifications**

Summarize special job-related skills and qualifications acquired from employment or other experience.

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## EMPLOYMENT DATA RECORD

Employees are treated during employment without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or handicap, or any other legally protected status.

As an employer with an Affirmative Action Program, we comply with government regulations, including Affirmative Action responsibilities where they apply.

The purpose for this Data Record is to comply with government record keeping, reporting, and other legal requirements. Periodic reports are made to the government on the following information. The completion of this Data Record is optional. If you choose to volunteer the requested information please note that all Data Records are kept in a Confidential File and are not a part of your Application for Employment or personnel file. Please note: YOUR COOPERATION IS VOLUNTARY. INCLUSION OR EXCLUSION OF ANY DATA WILL NOT AFFECT ANY EMPLOYMENT DECISION.

### Voluntary Survey

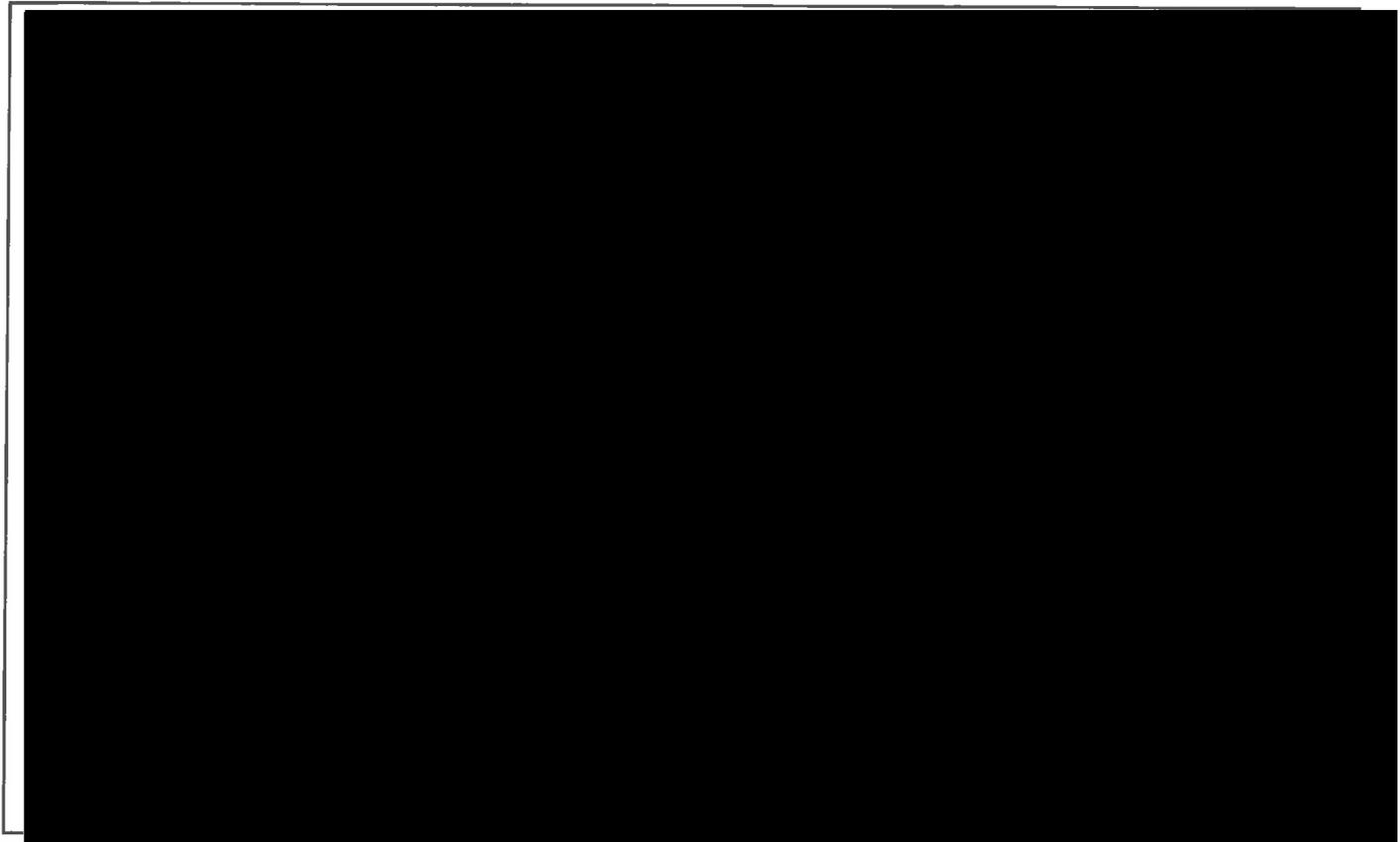
Date: \_\_\_\_\_

Government agencies at times require periodic reports on the sex, ethnicity, handicap, veteran and other protected status of employees. This data is for statistical analysis with respect to the success of Affirmative Action Program. SUBMISSION OF THIS INFORMATION IS VOLUNTARY.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

| ✓ | Complete only the sections below that have been checked   |
|---|---|
|   | Current job:  |
|   | Check one: <input type="checkbox"/> Male <input type="checkbox"/> Female  |
|   | Check one of the following ethnic origins:<br><input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian/Alaskan Native<br><input type="checkbox"/> Black <input type="checkbox"/> Other <input type="checkbox"/> Asian/Pacific Islander |
|   | Check if any of the following are applicable:<br><input type="checkbox"/> Vietnam Era Veteran <input type="checkbox"/> Disabled Veteran <input type="checkbox"/> Handicapped individual   |



**For Personnel Department Use Only**

Arrange an Interview:  Yes  No

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Interviewer: \_\_\_\_\_ Date: \_\_\_\_\_

Employed:  Yes  No Date of Employment: \_\_\_\_\_ Hourly Rate/Salary: \_\_\_\_\_

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
Henniker, NH 03242  
Tel: (603) 428-3221

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# STAFF REPORT

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**DATE:** 8/1/2023  
**TITLE:** Deed Waivers and Properties to be Deeded  
**INITIATED BY:** Deb Aucoin, Town Clerk / Tax Collector  
**PREPARED BY:** Deb Aucoin  
**PRESENTED BY:** Deb Aucoin  
**AGENDA DESCRIPTION:** Review and recommend properties to be deeded and waived.

**LEGAL AUTHORITY:** [RSA 80:76 Tax Deed](#)

I. The collector, after 2 years from the execution of the real estate tax lien, shall execute to the lien holder a deed of the land subject to the real estate tax lien and not redeemed.

**[RSA 80:77 Notice to Current Owner](#)**

At least 30 days prior to executing the deed under RSA 80:76, the tax collector shall notify the current owner of the property or his representative or executor, by certified mail, return receipt requested, of the pending deeding.

**FINANCIAL DETAILS:** \*\* Total 2020 unpaid tax + interest + penalties = **\$69,375.61 (as of 7/27/2023)**

**BACKGROUND:**

Each year, the Tax Collector shall present deeds to the Board of Selectmen for properties which have outstanding balances dating back three or more years. This process is prescribed in [RSA 80:77](#). In 2023, a property is eligible for tax-deeding if it has an unpaid balance on the 2020 lien.

Individual deed waivers for each property will be given to the Board of Selectmen for their decision to waive. There should be reference to the reason the properties are being waived from the deeding process. Examples of reasons would include that the deeding would create liability risks for the municipality that the deeding would create undesirable obligations to the municipality, or that ownership would subject the municipality to potential liability under any federal or state environmental statute which imposes strict liability on owners for environmental impairment.

**SUGGESTED ACTIONS / MOTIONS:**

**Motion to enter non-public session citing RSA 91-A:3, II(c)** Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.

- Review unpaid 2020 tax lien report.
- Review current payment contracts and their status.
- Review past deed waivers-extended deed waivers.
- **Town Clerk / Tax Collector will make her recommendations for properties to deed and waive.**
- Governing Body (Board of Selectmen) notify the Tax Collector of properties for which they will refuse deeds by Deed Waiver

**Motion to leave nonpublic session and return to public session.**

**Motion made to seal these minutes, because it is determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board.**

**Motion to execute each Deed Waiver for properties using map/lot as identifier.**



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Tuesday, August 1, 2023**

Consent Agenda

- Item 1:** Accounts Payable Manifest – July 19, 2023
- Item 2:** Accounts Payable Manifest – August 2, 2023
- Item 2:** Payroll Check Register – July 19, 2023
- Item 3:** Payroll Check Register – July 26, 2023
- Item 4:** Warrant & Land Use Change Tax Bill – Laliberte, Lot 569
- Item 5:** Appointment of Marc Boisvert and Matthew Bumford to Solid Waste Disposal and Recycling Advisory Committee and Azalea Park/Riverwalk Committee
- Item 6:** Appointment of Jean M. Scott as Deputy Town Clerk/Tax Collector
- Item 7:** Re-Appointment of Marc McMurphy to Fair Hearings Committee
- Item 8:** Supplemental Agreement No. 7 between Secretary of the Army & Town of Henniker – Hopkinton-Everett Lakes Project
- Item 9:** Authorization to Expend Funds from Expendable Trust Funds – Fire Department
- Item 10:** Abatement Application 22-009 – Coletti/Lawson Marital Property Trust
- Item 11:** 2022 Abatement/Refund 22-009 – Coletti/Lawson Marital Property Trust

Board of Selectmen Approval:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\*Please note that the Consent Agenda is subject to change until 4:00 pm the day of a scheduled Selectmen's Meeting.



TOWN OF HENNIKER  
ACCOUNTS PAYABLE MANIFEST  
CHECK DATE: AUGUST 2, 2023

TOTAL: \$486,246.47

BOARD OF SELECTMEN APPROVAL

|   |           |
|---|-----------|
| Kris Blomback   | Date      |
| Scott Osgood  | Date      |
| Bill Marko  | Date      |
|  | 7/28/2023 |
| Neal Martin   | Date      |
| Jeff Morse  | Date      |
|  | 7/28/23   |
| Town Administrator  | Date      |
| Treasurer   | Date      |

TOWN OF HENNIKER  
PAYROLL CHECK REGISTERS  
DATE: JULY 19, 2023

WAGES: \$51,267.18  
PAYROLL DEDUCTIONS: \$10,676.07  
TOTAL: \$61,943.25

BOARD OF SELECTMEN APPROVAL

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Kris Blomback Date

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Scott Osgood Date

---

Bill Marko Date

---

Neal Martin Date

---

Jeff Morse Date

---

  
Town Administrator Date 7/18/23

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Treasurer Date

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 07/19/2023 to 07/19/2023

| Pay Code                                   | Regular Hours | Suppl. Hours | Regular Gross | OT Hours | OT Gross |
|--|---------------|--------------|---------------|----------|----------|
| <b>Department: CODE CODE</b>               |               |              |               |          |          |
| <b>Department Totals For: CODE</b>         |               |              |               |          |          |
| SALARY                                     | 18.00         | 0.00         | 485.57        | 0.00     | 0.00     |
| Totals:                                    | 18.00         | 0.00         | 485.57        | 0.00     | 0.00     |
| <b>Department: CSWW CSWW</b>               |               |              |               |          |          |
| <b>Department Totals For: CSWW</b>         |               |              |               |          |          |
| REGULAR                                    | 44.00         | 0.00         | 2,176.46      | 0.00     | 0.00     |
| Totals:                                    | 44.00         | 0.00         | 2,176.46      | 0.00     | 0.00     |
| <b>Department: FIRE/RESCUE FIRE/RESCUE</b> |               |              |               |          |          |
| <b>Department Totals For: FIRE/RESCUE</b>  |               |              |               |          |          |
| REGULAR                                    | 68.00         | 0.00         | 1,422.00      | 0.00     | 0.00     |
| STIPEND                                    | 0.00          | 0.00         | 595.23        | 0.00     | 0.00     |
| Totals:                                    | 68.00         | 0.00         | 2,017.23      | 0.00     | 0.00     |
| <b>Department: HIGHWAY HIGHWAY</b>         |               |              |               |          |          |
| <b>Department Totals For: HIGHWAY</b>      |               |              |               |          |          |
| OVERTIME                                   | 0.00          | 0.00         | 0.00          | 5.00     | 295.41   |
| REGULAR                                    | 198.50        | 0.00         | 6,035.64      | 0.00     | 0.00     |
| VACATION                                   | 1.50          | 0.00         | 44.76         | 0.00     | 0.00     |
| Totals:                                    | 200.00        | 0.00         | 6,080.40      | 5.00     | 295.41   |
| <b>Department: LIBRARY LIBRARY</b>         |               |              |               |          |          |
| <b>Department Totals For: LIBRARY</b>      |               |              |               |          |          |
| REGULAR                                    | 129.00        | 0.00         | 3,386.85      | 0.00     | 0.00     |
| Totals:                                    | 129.00        | 0.00         | 3,386.85      | 0.00     | 0.00     |
| <b>Department: POLICE POLICE</b>           |               |              |               |          |          |
| <b>Department Totals For: POLICE</b>       |               |              |               |          |          |
| EVENING                                    | 54.00         | 0.00         | 40.50         | 0.00     | 0.00     |
| MIDNIGHT                                   | 76.00         | 0.00         | 76.00         | 0.00     | 0.00     |
| OUTSIDE DETAIL                             | 8.00          | 0.00         | 361.04        | 0.00     | 0.00     |
| OVERTIME                                   | 0.00          | 0.00         | 0.00          | 16.00    | 781.64   |
| REGULAR                                    | 384.00        | 0.00         | 11,579.87     | 0.00     | 0.00     |
| USECOMP                                    | 10.00         | 0.00         | 385.50        | 0.00     | 0.00     |
| VACATION                                   | 33.00         | 0.00         | 1,068.77      | 0.00     | 0.00     |
| Totals:                                    | 565.00        | 0.00         | 13,511.68     | 16.00    | 781.64   |
| <b>Department: RESCUE RESCUE</b>           |               |              |               |          |          |
| <b>Department Totals For: RESCUE</b>       |               |              |               |          |          |
| COMP OVER BASE                             | 2.00          | 0.00         | 54.50         | 0.00     | 0.00     |
| REGULAR                                    | 269.50        | 0.00         | 6,882.26      | 0.00     | 0.00     |
| VACATION                                   | 11.66         | 0.00         | 263.28        | 0.00     | 0.00     |
| Totals:                                    | 283.16        | 0.00         | 7,200.04      | 0.00     | 0.00     |
| <b>Department: SELECTMAN SELECTMAN</b>     |               |              |               |          |          |
| <b>Department Totals For: SELECTMAN</b>    |               |              |               |          |          |
| REGULAR                                    | 113.00        | 0.00         | 2,529.25      | 0.00     | 0.00     |
| SALARY                                     | 68.25         | 0.00         | 3,101.02      | 0.00     | 0.00     |
| SICK                                       | 0.25          | 0.00         | 7.15          | 0.00     | 0.00     |
| VACATION                                   | 11.75         | 0.00         | 565.13        | 0.00     | 0.00     |
| Totals:                                    | 193.25        | 0.00         | 6,202.55      | 0.00     | 0.00     |

Department: TC/TX TOWN CLERK / TAX COLLECTOR

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 07/19/2023 to 07/19/2023

| Pay Code                            | Regular Hours | Suppl. Hours | Regular Gross | OT Hours | OT Gross |
|-------------------------------------|---------------|--------------|---------------|----------|----------|
| <b>Department Totals For: TC/TX</b> |               |              |               |          |          |
| OVERTIME                            | 0.00          | 0.00         | 0.00          | 3.50     | 100.70   |
| REGULAR                             | 40.00         | 0.00         | 767.20        | 0.00     | 0.00     |
| SALARY                              | 48.25         | 0.00         | 1,292.92      | 0.00     | 0.00     |
| Totals:                             | 88.25         | 0.00         | 2,060.12      | 3.50     | 100.70   |

|  |        |      |          |      |      |
|--|--------|------|----------|------|------|
| <b>Department: TRANSFER TRANSFER</b>   |        |      |          |      |      |
| <b>Department Totals For: TRANSFER</b> |        |      |          |      |      |
| REGULAR                                | 138.00 | 0.00 | 3,178.00 | 0.00 | 0.00 |
| VACATION                               | 2.00   | 0.00 | 67.30    | 0.00 | 0.00 |
| Totals:                                | 140.00 | 0.00 | 3,245.30 | 0.00 | 0.00 |

|                                       |       |      |        |      |      |
|---------------------------------------|-------|------|--------|------|------|
| <b>Department: WELFARE WELFARE</b>    |       |      |        |      |      |
| <b>Department Totals For: WELFARE</b> |       |      |        |      |      |
| REGULAR                               | 9.00  | 0.00 | 191.16 | 0.00 | 0.00 |
| VACATION                              | 3.00  | 0.00 | 63.72  | 0.00 | 0.00 |
| Totals:                               | 12.00 | 0.00 | 254.88 | 0.00 | 0.00 |

|   |        |      |          |      |        |
|---|--------|------|----------|------|--------|
| <b>Department: WWTP WASTE WATER TREATMENT PLANT</b> |        |      |          |      |        |
| <b>Department Totals For: WWTP</b>                  |        |      |          |      |        |
| OVERTIME  | 0.00   | 0.00 | 0.00     | 2.00 | 106.74 |
| REGULAR   | 91.50  | 0.00 | 2,534.69 | 0.00 | 0.00   |
| SICK  | 8.00   | 0.00 | 191.28   | 0.00 | 0.00   |
| VACATION  | 20.50  | 0.00 | 635.64   | 0.00 | 0.00   |
| Totals:   | 120.00 | 0.00 | 3,361.61 | 2.00 | 106.74 |

|                      |          |      |           |       |          |
|----------------------|----------|------|-----------|-------|----------|
| <b>Grand Totals:</b> |          |      |           |       |          |
| COMP OVER BASE       | 2.00     | 0.00 | 54.50     | 0.00  | 0.00     |
| EVENING              | 54.00    | 0.00 | 40.50     | 0.00  | 0.00     |
| MIDNIGHT             | 76.00    | 0.00 | 76.00     | 0.00  | 0.00     |
| OUTSIDE DETAIL       | 8.00     | 0.00 | 361.04    | 0.00  | 0.00     |
| OVERTIME             | 0.00     | 0.00 | 0.00      | 26.50 | 1,284.49 |
| REGULAR              | 1,484.50 | 0.00 | 40,683.38 | 0.00  | 0.00     |
| SALARY               | 134.50   | 0.00 | 4,879.51  | 0.00  | 0.00     |
| SICK                 | 8.25     | 0.00 | 198.43    | 0.00  | 0.00     |
| STIPEND              | 0.00     | 0.00 | 595.23    | 0.00  | 0.00     |
| USECOMP              | 10.00    | 0.00 | 385.50    | 0.00  | 0.00     |
| VACATION             | 83.41    | 0.00 | 2,708.60  | 0.00  | 0.00     |
| Totals:              | 1,860.66 | 0.00 | 49,982.69 | 26.50 | 1,284.49 |

\$ 51267.18

Payroll Deductions

CHECK REGISTER FOR TOWN OF HENNIKER

| Check Date                            | Check  | Vendor Name                | Description      | Amount           |
|---------------------------------------|--------|----------------------------|------------------|------------------|
| <b>Bank GEN GENERAL FUND CHECKING</b> |        |                            |                  |                  |
| 07/19/2023                            | 104(E) | EMPOWER RETIREMENT         | Remittance Check | 369.44           |
| 07/19/2023                            | 105(E) | IRS PAYMENT                | Remittance Check | 10,282.61        |
| 07/19/2023                            | 100628 | CHILD SUPPORT REGIONAL CTR | Remittance Check | 24.02            |
| GEN TOTALS:                           |        |                            |                  |                  |
| Total of 3 Checks:                    |        |                            |                  | 10,676.07        |
| Less 0 Void Checks:                   |        |                            |                  | 0.00             |
| Total of 3 Disbursements:             |        |                            |                  | <u>10,676.07</u> |

| Vendor            | Item Code   | GL Number        | Amount   |
|-------------------|-------------|------------------|----------|
| IRS - IRS PAYMENT |             |                  |          |
|                   | FITW        | 01-0000-2025-001 | 4,485.63 |
|                   | SOCSEC_EE   | 01-0000-2025-001 | 2,173.57 |
|                   | SOCSEC_ER   | 01-0000-2025-001 | 2,173.57 |
|                   | MEDICARE_EE | 01-0000-2025-001 | 724.92   |
|                   | MEDICARE_ER | 01-0000-2025-001 | 724.92   |

Invoice Total: 10,282.61

Sub Totals:

|          |          |
|----------|----------|
| FITW     | 4,485.63 |
| MEDICARE | 1,449.84 |
| SOCSEC   | 4,347.14 |

|                              |              |                  |        |
|------------------------------|--------------|------------------|--------|
| EMPOWER - EMPOWER RETIREMENT |              |                  |        |
|                              | EMPOWER      | 01-0000-2025-020 | 107.50 |
|                              | EMPOWER-ROTH | 01-0000-2025-020 | 261.94 |

Invoice Total: 369.44

Sub Totals:

|              |        |
|--------------|--------|
| EMPOWER      | 107.50 |
| EMPOWER-ROTH | 261.94 |

|   |               |                  |       |
|---|---------------|------------------|-------|
| NH CHILD S - CHILD SUPPORT REGIONAL CTR |               |                  |       |
|   | CHILD SUPPORT | 01-0000-2025-015 | 24.02 |

Invoice Total: 24.02

Sub Totals:

|               |       |
|---------------|-------|
| CHILD SUPPORT | 24.02 |
|---------------|-------|

Grand Totals:

Invoice Count: 3 10,676.07

Sub Totals:

|               |          |
|---------------|----------|
| CHILD SUPPORT | 24.02    |
| EMPOWER       | 107.50   |
| EMPOWER-ROTH  | 261.94   |
| FITW          | 4,485.63 |
| MEDICARE      | 1,449.84 |
| SOCSEC        | 4,347.14 |

TOWN OF HENNIKER  
PAYROLL CHECK REGISTERS  
DATE: JULY 26, 2023

WAGES: \$53,258.05  
PAYROLL DEDUCTIONS: \$11,420.12  
TOTAL: \$64,678.17

BOARD OF SELECTMEN APPROVAL

|               |      |
|---------------|------|
| Kris Blomback | Date |
| Scott Osgood  | Date |
| Bill Marko    | Date |
| Neal Martin   | Date |
| Jeff Morse    | Date |

|   |         |
|---|---------|
|  | 7/25/23 |
| Town Administrator  | Date    |

|   |         |
|---|---------|
|  | 7-25-23 |
| Treasurer   | Date    |

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER  
For 07/26/2023 to 07/26/2023

| Pay Code  | Regular Hours | Suppl. Hours | Regular Gross | OT Hours | OT Gross |
|---|---------------|--------------|---------------|----------|----------|
| <b>Department: CODE CODE</b>                        |               |              |               |          |          |
| <b>Department Totals For: CODE</b>                  |               |              |               |          |          |
| SALARY  | 18.00         | 0.00         | 485.57        | 0.00     | 0.00     |
| Totals:   | 18.00         | 0.00         | 485.57        | 0.00     | 0.00     |
| <b>Department: CSWW CSWW</b>                        |               |              |               |          |          |
| <b>Department Totals For: CSWW</b>                  |               |              |               |          |          |
| REGULAR   | 42.00         | 0.00         | 2,118.46      | 0.00     | 0.00     |
| Totals:   | 42.00         | 0.00         | 2,118.46      | 0.00     | 0.00     |
| <b>Department: FIRE/RESCUE FIRE/RESCUE</b>          |               |              |               |          |          |
| <b>Department Totals For: FIRE/RESCUE</b>           |               |              |               |          |          |
| REGULAR   | 60.00         | 0.00         | 1,352.64      | 0.00     | 0.00     |
| STIPEND   | 10.50         | 0.00         | 595.23        | 0.00     | 0.00     |
| Totals:   | 70.50         | 0.00         | 1,947.87      | 0.00     | 0.00     |
| <b>Department: HIGHWAY HIGHWAY</b>                  |               |              |               |          |          |
| <b>Department Totals For: HIGHWAY</b>               |               |              |               |          |          |
| OVERTIME  | 0.00          | 0.00         | 0.00          | 51.00    | 2,457.89 |
| REGULAR   | 200.00        | 0.00         | 6,080.40      | 0.00     | 0.00     |
| Totals:   | 200.00        | 0.00         | 6,080.40      | 51.00    | 2,457.89 |
| <b>Department: LIBRARY LIBRARY</b>                  |               |              |               |          |          |
| <b>Department Totals For: LIBRARY</b>               |               |              |               |          |          |
| REGULAR   | 132.00        | 0.00         | 3,497.63      | 0.00     | 0.00     |
| Totals:   | 132.00        | 0.00         | 3,497.63      | 0.00     | 0.00     |
| <b>Department: POLICE POLICE</b>                    |               |              |               |          |          |
| <b>Department Totals For: POLICE</b>                |               |              |               |          |          |
| EVENING   | 62.00         | 0.00         | 46.50         | 0.00     | 0.00     |
| MIDNIGHT  | 79.00         | 0.00         | 79.00         | 0.00     | 0.00     |
| OUTSIDE DETAIL                                      | 24.00         | 0.00         | 1,083.12      | 0.00     | 0.00     |
| OVERTIME  | 0.00          | 0.00         | 0.00          | 12.00    | 576.84   |
| REGULAR   | 403.00        | 0.00         | 12,137.94     | 0.00     | 0.00     |
| USECOMP   | 8.00          | 0.00         | 209.52        | 0.00     | 0.00     |
| VACATION  | 14.00         | 0.00         | 590.66        | 0.00     | 0.00     |
| Totals:   | 590.00        | 0.00         | 14,146.74     | 12.00    | 576.84   |
| <b>Department: RESCUE RESCUE</b>                    |               |              |               |          |          |
| <b>Department Totals For: RESCUE</b>                |               |              |               |          |          |
| COMP OVER BASE                                      | 1.00          | 0.00         | 22.58         | 0.00     | 0.00     |
| REGULAR   | 261.00        | 0.00         | 6,525.08      | 0.00     | 0.00     |
| Totals:   | 262.00        | 0.00         | 6,547.66      | 0.00     | 0.00     |
| <b>Department: SELECTMAN SELECTMAN</b>              |               |              |               |          |          |
| <b>Department Totals For: SELECTMAN</b>             |               |              |               |          |          |
| REGULAR   | 107.75        | 0.00         | 2,438.60      | 0.00     | 0.00     |
| SALARY  | 56.75         | 0.00         | 2,529.21      | 0.00     | 0.00     |
| SICK  | 2.25          | 0.00         | 40.01         | 0.00     | 0.00     |
| VACATION  | 23.25         | 0.00         | 1,136.94      | 0.00     | 0.00     |
| Totals:   | 190.00        | 0.00         | 6,144.76      | 0.00     | 0.00     |
| <b>Department: TC/TX TOWN CLERK / TAX COLLECTOR</b> |               |              |               |          |          |
| <b>Department Totals For: TC/TX</b>                 |               |              |               |          |          |

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER  
 For 07/26/2023 to 07/26/2023

| Pay Code | Regular Hours | Suppl. Hours | Regular Gross | OT Hours | OT Gross |
|----------|---------------|--------------|---------------|----------|----------|
| OVERTIME | 0.00          | 0.00         | 0.00          | 1.75     | 50.35    |
| REGULAR  | 40.00         | 0.00         | 767.20        | 0.00     | 0.00     |
| SALARY   | 47.75         | 0.00         | 1,292.92      | 0.00     | 0.00     |
| Totals:  | 87.75         | 0.00         | 2,060.12      | 1.75     | 50.35    |

Department: TRANSFER TRANSFER  
 Department Totals For: TRANSFER

|          |        |      |          |      |      |
|----------|--------|------|----------|------|------|
| REGULAR  | 121.00 | 0.00 | 2,890.53 | 0.00 | 0.00 |
| VACATION | 30.00  | 0.00 | 563.10   | 0.00 | 0.00 |
| Totals:  | 151.00 | 0.00 | 3,453.63 | 0.00 | 0.00 |

Department: WELFARE WELFARE  
 Department Totals For: WELFARE

|          |       |      |        |      |      |
|----------|-------|------|--------|------|------|
| REGULAR  | 10.00 | 0.00 | 212.40 | 0.00 | 0.00 |
| VACATION | 2.00  | 0.00 | 42.48  | 0.00 | 0.00 |
| Totals:  | 12.00 | 0.00 | 254.88 | 0.00 | 0.00 |

Department: WTP WASTE WATER TREATMENT PLANT  
 Department Totals For: WTP

|          |        |      |          |      |       |
|----------|--------|------|----------|------|-------|
| OVERTIME | 0.00   | 0.00 | 0.00     | 2.00 | 73.65 |
| REGULAR  | 114.00 | 0.00 | 3,148.12 | 0.00 | 0.00  |
| VACATION | 6.00   | 0.00 | 213.48   | 0.00 | 0.00  |
| Totals:  | 120.00 | 0.00 | 3,361.60 | 2.00 | 73.65 |

Grand Totals:

|                |          |      |           |       |          |
|----------------|----------|------|-----------|-------|----------|
| COMP OVER BASE | 1.00     | 0.00 | 22.58     | 0.00  | 0.00     |
| EVENING        | 62.00    | 0.00 | 46.50     | 0.00  | 0.00     |
| MIDNIGHT       | 79.00    | 0.00 | 79.00     | 0.00  | 0.00     |
| OUTSIDE DETAIL | 24.00    | 0.00 | 1,083.12  | 0.00  | 0.00     |
| OVERTIME       | 0.00     | 0.00 | 0.00      | 66.75 | 3,158.73 |
| REGULAR        | 1,490.75 | 0.00 | 41,169.00 | 0.00  | 0.00     |
| SALARY         | 122.50   | 0.00 | 4,307.70  | 0.00  | 0.00     |
| SICK           | 2.25     | 0.00 | 40.01     | 0.00  | 0.00     |
| STIPEND        | 10.50    | 0.00 | 595.23    | 0.00  | 0.00     |
| USECOMP        | 8.00     | 0.00 | 209.52    | 0.00  | 0.00     |
| VACATION       | 75.25    | 0.00 | 2,546.66  | 0.00  | 0.00     |
| Totals:        | 1,875.25 | 0.00 | 50,099.32 | 66.75 | 3,158.73 |

53258.05

07/25/2023  
11:26 AM

Remittance Invoice Report

Page: 1/1

| Vendor            | Item Code   | GL Number        | Amount   |
|-------------------|-------------|------------------|----------|
| IRS - IRS PAYMENT |             |                  |          |
|                   | FITW        | 01-0000-2025-001 | 5,006.16 |
|                   | SOCSEC_EE   | 01-0000-2025-001 | 2,256.48 |
|                   | SOCSEC_ER   | 01-0000-2025-001 | 2,256.48 |
|                   | MEDICARE_EE | 01-0000-2025-001 | 753.77   |
|                   | MEDICARE_ER | 01-0000-2025-001 | 753.77   |

Invoice Total: 11,026.66

Sub Totals:

|          |          |
|----------|----------|
| FITW     | 5,006.16 |
| MEDICARE | 1,507.54 |
| SOCSEC   | 4,512.96 |

EMPOWER - EMPOWER RETIREMENT

|              |                  |        |
|--------------|------------------|--------|
| EMPOWER      | 01-0000-2025-020 | 107.50 |
| EMPOWER-ROTH | 01-0000-2025-020 | 261.94 |

Invoice Total: 369.44

Sub Totals:

|              |        |
|--------------|--------|
| EMPOWER      | 107.50 |
| EMPOWER-ROTH | 261.94 |

NH CHILD S - CHILD SUPPORT REGIONAL CTR

|               |                  |       |
|---------------|------------------|-------|
| CHILD SUPPORT | 01-0000-2025-015 | 24.02 |
|---------------|------------------|-------|

Invoice Total: 24.02

Sub Totals:

|               |       |
|---------------|-------|
| CHILD SUPPORT | 24.02 |
|---------------|-------|

Grand Totals:

Invoice Count: 3 11,420.12

Sub Totals:

|               |          |
|---------------|----------|
| CHILD SUPPORT | 24.02    |
| EMPOWER       | 107.50   |
| EMPOWER-ROTH  | 261.94   |
| FITW          | 5,006.16 |
| MEDICARE      | 1,507.54 |
| SOCSEC        | 4,512.96 |

|             |
|-------------|
| <b>FORM</b> |
| <b>A-5W</b> |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**WARRANT FOR LAND USE CHANGE TAX**

**STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:**

|  |             |                          |
|--|-------------|--------------------------|
| NAME OF MUNICIPALITY<br>TOWN OF HENNIKER |             |                          |
| STREET ADDRESS<br>18 DEPOT HILL ROAD     |             |                          |
| MAILING ADDRESS<br>18 DEPOT HILL ROAD    |             |                          |
| MUNICIPALITY<br>HENNIKER                 | STATE<br>NH | ZIP CODE<br><b>03242</b> |

**STEP 2 - COLLECTION OF LAND USE CHANGE TAX**

|   |                              |
|---|------------------------------|
| (a) State of New Hampshire, County of: MERRIMACK  |                              |
| (b) To: DEBORAH C. AUCOIN   | Municipal Collector of taxes |
| (c) for the municipality of: HENNIKER, NH   | in said County.              |
| (d) In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of: | \$ 580.00                    |
| Interest at 18% will be assessed after 30 days.   |                              |
| (e) Given under our hands at HENNIKER, NH   |                              |
| (f) This day of AUGUST 1, 2023  |                              |
| (g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY<br>LALIBERTE, PAUL & LIANNA  |                              |
| LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS<br>1493 WESTERN AVENUE, HENNIKER, NH 03242   |                              |
| (h) MUNICIPAL TAX MAP<br>1  | LOT NUMBER<br>569            |

**STEP 3 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS**

| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE (in black or dark blue ink) | DATE     |
|--|---------------------------------------|----------|
| KRIS BLOMBACK                                  |                                       | 8/1/2023 |
| WILLIAM MARKO                                  |                                       | 8/1/2023 |
| D. SCOTT OSGOOD                                |                                       | 8/1/2023 |
| JEFF MORSE                                     |                                       | 8/1/2023 |
| NEAL MARTIN                                    |                                       | 8/1/2023 |

|      |
|------|
| FORM |
| A-5W |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

WARRANT FOR LAND USE CHANGE TAX

INSTRUCTIONS

---

**WHEN TO FILE**

The Municipal Assessing Officials, upon their approval of a Form A-5, Municipality Land Use Change Tax Bill, shall concurrently approve and sign the Form A-5W, Warrant For Land Use Change Tax.

**WHO MUST FILE**

The Municipal Assessing Officials shall complete Form A-5W, Warrant For Land Use Change Tax, as approved by the board, to serve as the warrant with which the Municipal Tax Collector shall collect the Land Use Change Tax from the landowner or the right-of-way responsible party.

**WHERE TO FILE**

The completed and signed original Form A-5W shall accompany the original Form A-5 and two copies to be delivered to the Municipal Tax Collector. The Municipal Assessing Officials shall retain a copy of both the Form A-5 and the Form A-5W for their records.

**TAX COLLECTOR PROCEDURES**

Upon receipt of the Form A-5W, Warrant For Land Use Change Tax, and Form A-5, Municipality Land Use Change Tax Bill, the Municipal Tax Collector shall mail a duplicate copy of the Form A-5 to the owner responsible for the tax as the notice thereof. Such bill shall be mailed, at the latest, within 18 months of the date upon which the Municipal Assessing Officials receive written notice of the change of use from the landowner or his agent, or within 18 months of the date the Municipal Assessing Officials actually discover that the Land Use Change Tax is due and payable. Upon receipt of payment from the property owner, the Municipal Tax Collector shall forward the original Form A-5 to the county registry of deeds for the purpose of releasing the recorded contingent lien as indicated by the A-5 on all, or only a portion of the property. The recording fee shall be payable by the property owner. Upon receipt of payment from the right-of-way responsible party, the Form A-5 does not get recorded at the registry of deeds. In either case, a copy of the paid Form A-5 bill shall be given to the Municipal Assessing Officials for their records.

**WHEN TAX IS DUE**

Payment of Land Use Change Tax and the recording fee shall be due not later than 30 days after mailing of the tax bill. Interest at the rate of 18 percent per annum shall be due on any taxes not paid within the 30-day period.

**COLLECTION OF UNPAID TAX**

Land Use Change Tax assessments create a lien against the property owner or the right-of-way responsible party. The tax lien shall continue for a period of 24 months. Unpaid tax is subject to collection proceedings pursuant to RSA 80.

**ADA**

Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the New Hampshire Department of Revenue Administration.

**NEED HELP?**

Contact the Municipal and Property Division at (603) 230-5950.

**LINE-BY-LINE FORM INSTRUCTIONS**

**STEP 1**

The Municipal Assessing Officials shall provide the name of the municipality and mailing address in which the taxable property is located.

**STEP 2**

- (a) Name of the county in which the property is located.
- (b) Name of the Municipal Tax Collector.
- (c) Name of the municipality in which the property is located.
- (d) The amount of Land Use Change Tax due and payable.
- (e) The name of the municipality.
- (f) The month, day, and year of the warrant.
- (g) The property owner or right-of-way responsible party and address to whom the tax is being assessed.
- (h) The tax map and lot number of the property on which the Land Use Change Tax is being assessed.

**STEP 3**

Signature of a majority of the Municipal Assessing Officials and date of signature indicates approval.

|      |
|------|
| FORM |
| A-5  |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL

**STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:**

PROPERTY OWNER(S) OR  RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:

|                                 |  |  |                          |
|---------------------------------|--|--|--------------------------|
| PLEASE TYPE OR PRINT            | LAST NAME/CORPORATION/TRUST NAME<br><b>LALIBERTE</b> | FIRST NAME/CORPORATION/TRUST NAME<br><b>PAUL</b>   | INITIAL                  |
|                                 | LAST NAME/CORPORATION/TRUST NAME<br><b>LALIBERTE</b> | FIRST NAME/CORPORATION/TRUST NAME<br><b>LIANNA</b> | INITIAL                  |
|                                 | LAST NAME/CORPORATION/TRUST NAME                     | FIRST NAME/CORPORATION/TRUST NAME                  | INITIAL                  |
|                                 | LAST NAME/CORPORATION/TRUST NAME                     | FIRST NAME/CORPORATION/TRUST NAME                  | INITIAL                  |
|                                 | MAILING ADDRESS<br><b>1493 WESTERN AVENUE</b>        |  |                          |
| MUNICIPALITY<br><b>HENNIKER</b> |  | STATE<br><b>NH</b>                                 | ZIP CODE<br><b>03242</b> |

**STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND**

|                      |   |                                      |                                 |  |
|----------------------|---|--------------------------------------|---------------------------------|--|
| PLEASE TYPE OR PRINT | (a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED   |                                      |                                 |  |
|                      | (b) ACCESSIBLE STREET LOCATION<br><b>1493 WESTERN AVENUE</b>  |                                      | MUNICIPALITY<br><b>HENNIKER</b> | COUNTY<br><b>MERRIMACK</b>               |
|                      | (c) TOTAL ACRES OF PARCEL<br><b>45</b>  | PARCEL TAX MAP AND LOT #<br><b>7</b> | <b>569</b>                      | DEED BOOK AND PAGE #<br><b>3751 2789</b> |
|                      | (d) CHECK ONE BELOW:<br><input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX |                                      |                                 |  |

NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.

**STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)**

|  |   |  |
|--|---|--|
| (a) Owners Name When Land Was First Recorded in Current Use:<br><b>WOODS WITHOUT GILE, LLC</b> | DEED BOOK AND PAGE #<br><b>3064 662</b> |  |
| (b) Total Number of Acres Originally Enrolled in Current Use                                   | <b>45</b>                               |  |
| (c) Total Number of Acres Previously Released Since The Original Recording                     | <b>0.75</b>                             |  |
| (d) Number of Acres Subject to the LUCT Per This Assessment                                    | <b>2.25</b>                             |  |
| (e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]                        | <b>42</b>                               |  |

|      |
|------|
| FORM |
| A-5  |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL

(continued)

**STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX**

|   |                                       |
|---|---------------------------------------|
| (a) Narrative Description of the Disqualification:<br><b>ADDITIONAL CLEARING AND STRUCTURES</b> |                                       |
| (b) Actual Date of Change in Use (MM/DD/YYYY)   | <b>04/06/2023</b>                     |
| (c) Full and True Market Value at Time of Change in Use   | \$ <b>5,600.00</b>                    |
| (d) Land Use Change Tax [Step 4(c) multiplied by 10%]   | \$ <b>560.00 + \$20.00 = \$580.00</b> |

**STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS**

|  |                                       |                         |
|--|---------------------------------------|-------------------------|
| TYPE OR PRINT NAME (in black or dark blue ink)<br><b>KRIS BLOMBACK</b>   | SIGNATURE (in black or dark blue ink) | DATE<br><b>8/1/2023</b> |
| TYPE OR PRINT NAME (in black or dark blue ink)<br><b>WILLIAM MARKO</b>   | SIGNATURE (in black or dark blue ink) | DATE<br><b>8/1/2023</b> |
| TYPE OR PRINT NAME (in black or dark blue ink)<br><b>D. SCOTT OSGOOD</b> | SIGNATURE (in black or dark blue ink) | DATE<br><b>8/1/2023</b> |
| TYPE OR PRINT NAME (in black or dark blue ink)<br><b>JEFF MORSE</b>      | SIGNATURE (in black or dark blue ink) | DATE<br><b>8/1/2023</b> |
| TYPE OR PRINT NAME (in black or dark blue ink)<br><b>NEAL MARTIN</b>     | SIGNATURE (in black or dark blue ink) | DATE<br><b>8/1/2023</b> |

**STEP 6 - BILL LAND USE CHANGE TAX TO:**

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

|   |                    |   |         |
|---|--------------------|---|---------|
| LAST NAME/CORPORATION/TRUST NAME<br><b>LALIBERTE</b>    |                    | FIRST NAME/CORPORATION/TRUST NAME<br><b>PAUL &amp; LIANNA</b> | INITIAL |
| MAILING ADDRESS<br><b>1493 WESTERN AVENUE</b>           |                    |   |         |
| MUNICIPALITY<br><b>HENNIKER</b>                         | STATE<br><b>NH</b> | ZIP CODE<br><b>03242</b>                                      |         |
| (b) Actual Date of Change in Use (MM/DD/YYYY)           |                    | <b>04/06/2023</b>   |         |
| (c) Date of Land Use Change Tax Bill (MM/DD/YYYY)       |                    | <b>08/01/2023</b>   |         |
| (d) Full and True Market Value at Time of Change in Use |                    | \$ <b>5,600.00</b>  |         |
| (e) Land Use Change Tax Due                             |                    | \$ <b>560.00 + \$20.00 = \$580.00</b>                         |         |

|             |
|-------------|
| <b>FORM</b> |
| <b>A-5</b>  |

**NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL**

(continued)

**STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

|   |                    |                          |
|---|--------------------|--------------------------|
| (a) MAKE CHECKS PAYABLE TO:<br><b>TOWN OF HENNIKER</b>  |                    |                          |
| (b) MAIL TO:<br><b>DEBORAH C. AUCOIN - TAX COLLECTOR</b>  |                    |                          |
| MAILING ADDRESS:<br><b>18 DEPOT HILL ROAD</b>   |                    |                          |
| MUNICIPALITY<br><b>HENNIKER</b>   | STATE<br><b>NH</b> | ZIP CODE<br><b>03242</b> |
| (c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION:<br><b>18 DEPOT HILL ROAD, HENNIKER, NH 03242</b>  |                    |                          |
| (d) MUNICIPAL TAX COLLECTOR OFFICE HOURS:<br><b>MON, WED, FRI 8-4, TUE 10-6, THU CLOSED</b>   |                    |                          |
| (e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input type="checkbox"/> No   |                    |                          |
| (f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ _____   |                    |                          |
| PAYABLE TO:   |                    |                          |
| (g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____ |                    |                          |

**STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

|  |  |                 |
|--|--|-----------------|
| TYPE OR PRINT NAME (in black or dark blue ink) | SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink) | DATE OF PAYMENT |
|--|--|-----------------|

|      |
|------|
| FORM |
| A-5  |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**MUNICIPALITY LAND USE CHANGE TAX BILL**  
INSTRUCTIONS  
**GENERAL INSTRUCTIONS**

**WHO MUST FILE**

The Municipal Assessing Officials shall complete the Form A-5, Municipality Land Use Change Tax Bill, to assess the Land Use Change Tax on land that has been classified as open space land and assessed at current use values on or after April 1, 1974 that has undergone a change and as such, no longer qualifies for current use assessment.

**WHEN TO FILE**

Municipal Assessing Officials shall assess the Land Use Change Tax within 18 months of the date upon which they receive written notice of the change of use from the landowner or his or her agent, or within 18 months of the date the Municipal Assessing Officials actually discover the Land Use Change Tax is due and payable.

**WHERE TO FILE**

Upon approval and signature of the Form A-5 by the majority of the Municipal Assessing Officials, the original and two copies of the Form A-5 along with the Form A-5W, Land Use Change Tax Warrant, shall be submitted to the Municipal Tax Collector for collection of the Land Use Change Tax. A copy of the Form A-5 and Form A-5W shall be retained by the Municipal Assessing Officials.

**BILLING AND COLLECTION OF THE TAX**

Upon receipt of the Land Use Change Tax Warrant, the Municipal Tax Collector shall mail one copy of the Form A-5 and this instruction page to the property owner of right-of-way responsible party. Payment of the Land Use Change Tax shall be due no later than 30 days after the mailing of the Form A-5 bill. If billed to the property owner, they must pay a recording fee. Interest of 18% will accrue on any unpaid tax after 30 days. Upon receipt of payment by the property owner, the Form A-5 is recorded at the country registry of deeds. Upon receipt of payment by the right-of-way responsible party, the Form A-5 is not recorded at the registry of deeds. Copies of the paid Form A-5 bills shall be given to the Municipal Assessing Officials for their records.

**APPEAL OF LAND USE CHANGE TAX**

Any person aggrieved by the assessment of a Land Use Change Tax may, within 2 months of the notice of tax date and not afterwards, apply in writing to the Municipal Assessing Officials for an abatement of the Land Use Change Tax pursuant to RSA 79-A:10. If the Municipal Assessing Officials neglect or refuse to abate the Land Use Change Tax, any person aggrieved may appeal within 8 months of the notice of tax date and not afterwards, to either the Board of Tax and Land Appeals or Superior Court in accordance with RSA 79-A:10 or RSA 79-A:11.

**ADA**

Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.

**NEED HELP?**

Contact your Municipality or Municipal and Property Division at (603) 230-5950.

|      |
|------|
| FORM |
| A-5  |

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**MUNICIPALITY LAND USE CHANGE TAX BILL**  
INSTRUCTIONS

**LINE-BY-LINE INSTRUCTIONS**

**The Municipal Assessing Officials shall complete Steps 1 through 6. Steps 7 and 8 shall be completed by the Municipal Tax Collector.**

**STEP 1**

Indicate whether the property owner or the right-of-way responsible party will be assessed the tax. Provide the names and address of the party to whom the tax is being assessed.

**STEP 2**

- (a) If assessed to the right-of-way responsible party, list the name of the parcel landowner on which the change occurred.
- (b) Provide the parcel street location, municipality, and country on which the change in use occurred.
- (c) Provide the total acres of the parcel, tax map and lot number, and most recent deed reference for the parcel.
- (d) Indicate whether a portion of the parcel or the entire parcel is being released, or that it is a right-of-way change.

**STEP 3**

- (a) Provide the name of the property owner(s) that originally enrolled the land into current use including the registry of deeds book and page recording the reference.
- (b) Enter the total acres originally enrolled in current use.
- (c) Enter the total acres previously released since the original enrollment into current use.
- (d) Enter the number of acres subject to the Land Use Change Tax for this assessment.
- (e) Enter the number of acres remaining in current use, Step 3(b) minus Step 3(c) minus Step 3 (d).

**STEP 4**

- (a) Provide the description of the land disqualification.
- (b) Provide the actual date of the event that disqualified the land in the following format: MM/DD/YYYY.
- (c) Provide the full and true market value of the land at the time of change in use.
- (d) Calculate the Land Use Change Tax by multiplying the full and true market value of the land by 10% (.10).

**STEP 5**

Signature of a majority of the Municipal Assessing Officials and date of signature indicates approval.

**STEP 6**

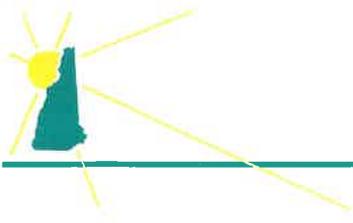
- (a) Provide the name and address of the party to whom the tax is to be billed.
- (b) Provide the actual date of the event that disqualified the land in Step 4(b) in the following format: MM/DD/YYYY.
- (c) Enter the date of the Land Use Change Tax Notice.
- (d) Enter the full and true market value at the time of change in use as indicated in Step 4(c).
- (e) Enter the Land Use Change Tax owed as calculated on page 2, Step 4(d).

**STEP 7**

- (a) Enter the name of the municipality to which the checks are to be made payable. This should be the municipality in which the parcel of land is located.
- (b) Enter the name of the Municipal Tax Collector and the applicable mailing address to which payments should be remitted.
- (c) Enter the Municipal Tax Collector's physical office location.
- (d) Enter the Municipal Tax Collector's hours of operation.
- (e) If the Land Use Change Tax is being billed to the right-of-way responsible party, it is exempt from recording and the box should be checked "Yes". If the Land Use Change Tax is being billed to the property owner, it is not exempt and the box should be checked "No".
- (f) Enter the applicable county registry of deeds recording and filing fee for the recording of the lien release. Indicate to whom the recording fee check should be made payable.
- (g) Enter the final date that the taxpayer has to pay the bill to avoid late payment penalties.

**STEP 8**

The Municipal Tax Collector shall sign and date the form when the tax is paid, and if applicable, the Municipal Tax Collector shall remit the original signed Form A-5 with the recording fee to the appropriate County Registry of Deeds. Copies of the paid, and if applicable the recorded, Form A-5 shall be provided to the Municipal Assessing Officials for their record.



# *Avitar Associates of New England, Inc.*

*A Municipal Services Company*

May 20, 2023

**Town of Henniker  
Helga Winn  
Board of Selectmen  
18 Depot Hill Road  
Henniker, NH 03242**

**Re: LUCT Recommendations:**

**Map 7 Lot 569 (1493 Western Avenue, Laliberte, Paul & Lianna)**

Dear Helga & Board Members:

The above-referenced parcel consists of 45 acres, of which 0.750 acres were previously determined to not be in current use and issued a LUCT, see Avitar letter dated May 31, 2022, below:

*“The above-referenced parcel consists of 45 acres in current use under the unmanaged hardwood category. Due to the construction of a shed/cabin-like structure on a cleared site, that area no longer qualifies for current use. As such, they are now subject to the land use change tax (LUCT). As the property was posted, I used aerials to estimate the area disturbed, which is estimated to be 0.75 acres. The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access, topography, etc., it is my opinion this lot has a market value of \$68,000, revealing a \$6,800 LUCT (\$68,000 x 10%). The date of change should be noted as 10/14/21, the date the permit was pulled for a new building”.*

This property was flagged after the previous visit noted above in TY2022, based on the fact it appeared the owners could potentially be adding more structures, clearing more of the site, etc. Therefore, I visited the property this year during the TY2023 pick-ups and new construction process, specifically visiting this property on April 6, 2023. During this visit, I was refused and asked to leave immediately by the owner, however that was after viewing several new buildings, a camper, two sheds, 6 solar panels and then the existing cabin previously noted, etc. It was estimated at that point seeing the large, cleared site, spread out buildings, etc. that the previously noted 0.750 acres (for the site and access) removed from current use now appears to be a total of about 3 acres, estimated using aerials and what was seen during the short visit. As such, the additional 2.25 acres (3 acres minus the originally removed 0.750) no longer qualify for current use and are now subject to the Land Use Change Tax (LUCT). As a 0.750-acre site, driveway,

etc., was already out of current use, which carries most of the weight/value, this 2.25 acres is merely excess acreage. As such, our excess acreage rate of \$2,500 per acre was used. Therefore, it is my opinion this 2.25 excess acres has a market value of \$5,600, revealing a \$560 LUCT (\$5,600 x 10%). The date of change should be noted as April 6, 2023, the date the additional acreage was discovered to be disturbed and no longer meeting the requirements to qualify for current use.

Once this recommendation is received, a land use change tax form (A-5) and the tax warrant need to be completed, signed by the Board, and provided to the Tax Collector for processing.

Additionally, I would request the taxpayer, pursuant to the state statute, provide an updated current use map, clearly identifying the location of the estimated 3-acres disturbed (send the taxpayer map examples from the Current Use Booklet as reference, if needed).

As always, should you have questions or concerns, please do not hesitate to contact me.

**Sincerely,**

A handwritten signature in cursive script that reads "Evan Roberge /sjc". The signature is written in black ink and is positioned above a horizontal line.

**Evan Roberge**

**Assessor Supervisor**

ER/sjc



## TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
Henniker, NH 03242  
Tel: (603) 428-3221

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# STAFF REPORT

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**DATE:** 8/1/2023

**TITLE:** Appoint Transfer Station/Building and Grounds Staff to Solid Waste Disposal and Recycling Advisory Committee (SWDRAC) and Azalea Park/Riverwalk Committee

**INITIATED BY:** SWDRAC / Azalea Park Committee

**PREPARED BY:** Diane Kendall, Town Administrator

**PRESENTED BY:** Consent Agenda

**AGENDA DESCRIPTION:** Request to appoint staff members to committees

**LEGAL AUTHORITY:** Selectboard Authority [RSA:41:8](#)

**FINANCIAL DETAILS:** Overtime or compensatory time if employees exceed 40 hours to attend meetings as required by board.

**BACKGROUND:** Transfer Station/Parks and Properties Superintendent and Assistant Manager are important subject matter experts and provide necessary information and guidance to the SWDRAC and Azalea Park Committees.

The SWDRAC has requested the official appointment of the Transfer Station Superintendent and Assistant Manager to the advisory committee as voting members.

The Azalea Park Committee has requested an official appointment of the Parks and Properties Assistant Manager to the committee.

**TOWN ADMINISTRATOR COMMENT:** The Board of Selectmen have included staff members on several other committees including Road Management, OHRV, Police Facility Assessment, Highway Safety.

The FLSA allows public sector employees to volunteer for other civic, charitable, or humanitarian organizations or even their own organizations when that volunteering meets three requirements:

1. There is no promise, expectation, or receipt of compensation for the services rendered. It is acceptable to pay expenses, reasonable benefits, or a nominal fee.
2. The employee offered his or her services freely and without coercion, direct or implied, from the employer, and
3. The individual is either **not** employed by the public agency for whom the services are being performed or the **individual employee is not performing the same type of services that the employee is otherwise employed to perform.**

If an employee volunteers or is expected to attend meetings as a representative of their department it is the same type of service that employee is employed to perform and therefore the town is required to compensate the employee for participation as a member of the committee.

In addition, a Department Head may serve as an important subject matter expert to a committee, however their voting right might be construed as having more influence than other members.

**SUGGESTED ACTIONS / MOTIONS:**



**TOWN OF HENNIKER APPOINTMENT**

To **Matthew Bumford**, of Henniker, NH, in the County of Merrimack:

**Town of Henniker Board of Selectmen:**

*Motion:* To appoint *Matthew Bumford*, Assistant Manager of Parks & Properties and Transfer/Recycling Station, as an employee member of the *Azalea Park/Riverwalk Committee*. The term will expire on September 1, 2026.

**BOARD OF SELECTMEN:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |



**TOWN OF HENNIKER APPOINTMENT**

To **Marc Boisvert**, of Goffstown, NH, in the County of Merrimack:

**Town of Henniker Board of Selectmen:**

*Motion:* To appoint *Marc Boisvert*, Manager of Parks & Properties and Transfer/Recycling Station, as an employee member of the *Solid Waste Disposal and Recycling Advisory Committee*. The term will expire on September 1, 2026.

**BOARD OF SELECTMEN:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |



## TOWN OF HENNIKER APPOINTMENT

To **Matthew Bumford**, of Henniker, NH, in the County of Merrimack:

### Town of Henniker Board of Selectmen:

*Motion:* To appoint *Matthew Bumford*, Assistant Manager of Parks & Properties and Transfer/Recycling Station, as an employee member of the *Solid Waste Disposal and Recycling Advisory Committee*. The term will expire on September 1, 2026.

### BOARD OF SELECTMEN:

|       |             |
|-------|-------------|
| _____ | Date: _____ |



TOWN OF HENNIKER  
APPOINTMENT

To **Jean M. Scott** of Henniker, in the County of Merrimack:

WHEREAS, there is a vacancy in the position of **Deputy Town Clerk/Tax Collector**, of said Town of Henniker, and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Jean M. Scott**, as the **Deputy Town Clerk/Tax Collector**, of said Town.

Upon your taking the oath of office and having this appointment and the certificate of said office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the responsibilities of such office until another is appointed in your stead.

***Given under our hands this May 16, 2023.***

BOARD OF SELECTMEN:

\_\_\_\_\_  
\_\_\_\_\_

I, **Jean M. Scott**, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as the **Deputy Town Clerk/Tax Collector**, according to the best of my abilities, agreeable to the rules and regulations of the constitution and laws of the State of New Hampshire, SO HELP ME GOD (This I do under the pains and penalties of perjury).

\_\_\_\_\_  
**Jean M. Scott**

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Before me, personally appeared the above, **Jean M. Scott**, who took and subscribed the foregoing oath.

Date: \_\_\_\_\_

Town Clerk received and recorded (signature): \_\_\_\_\_

Verified I.D.



**TOWN OF HENNIKER APPOINTMENT**

To **Marc McMurphy**, of Henniker, NH, in the County of Merrimack:

**Town of Henniker Board of Selectmen:**

*Motion:* To accept the Volunteer Application of *Marc McMurphy*, re-appointing him as a Volunteer Member of the *Fair Hearings Committee*.

**BOARD OF SELECTMEN:**

|       |             |
|-------|-------------|
| _____ | Date: _____ |



**Town of Henniker**  
18 Depot Hill Road  
Henniker, NH 03242  
Phone (603) 428-3221 / Fax (603) 428-4366  
[www.henniker.org](http://www.henniker.org)

## APPLICATION FOR VOLUNTEER POSITION

**COMMITTEE / COMMISSION:** *Fair Hearings Authority*

This is my first time volunteering for this position

I am reapplying for this position

**NAME (as it should appear):** *Marc McMurphy*

**FULL NAME:** *Marc Luther McMurphy*

**PHONE:** [REDACTED]

**PHYSICAL ADDRESS:** *24 Rush Road, Henniker, NH 03242*

**MAILING ADDRESS:** *SAME*

**EMAIL ADDRESS:** [REDACTED]

Why are you seeking this appointment?

*Because you need people to serve.*

What experience would you bring to this position?

*Many years of management, committee, and board experience*

Do you have any specific goals or objectives you would seek to implement if you were appointed to this position?

*NO*

**SIGNATURE:** \_\_\_\_\_

**Date:** *7/29/23*

**DEPARTMENT OF THE ARMY  
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS  
696 Virginia Road  
Concord, Massachusetts 01742-2751**

**SUPPLEMENTAL AGREEMENT NO. 7  
between  
THE SECRETARY OF THE ARMY  
and  
TOWN OF HENNIKER, NEW HAMPSHIRE**

**Lease No. DACW33-1-96-1  
Hopkinton-Everett Lakes Project**

WITNESSETH:

**WHEREAS**, the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, granted to the **TOWN OF HENNIKER, NEW HAMPSHIRE**, hereinafter referred to as the lessee, a lease (No. DACW33-1-96-1) to use a portion of Hopkinton-Everett Lake Project, Tract No. 1834, for public park and recreational purposes; and

**WHEREAS**, by Supplemental Agreement No. 1 the lease was modified to allow for the construction of a chain link fence and a wooden post fence on the premises; and

**WHEREAS**, by Supplemental Agreement No. 2 said lease was modified for an extension of the term, and to install a gate and plant shrubs/trees to prevent access by all-terrain vehicles, and

**WHEREAS**, by Supplemental Agreement No. 3, said lease term was extended until September 30, 2010, and

**WHEREAS**, by Supplemental Agreement No. 4, said lease term was extended until September 30, 2015, and

**WHEREAS**, by Supplemental Agreement No. 5, said lease term was extended until September 30, 2020 and additional conditions were added, and

**WHEREAS**, by Supplemental Agreement No. 6, said lease term was extended until September 30, 2025 and additional conditions were added, and

**WHEREAS**, it has been determined to be advantageous and in the best interest of the parties hereto to modify said lease to add additional conditions;

**NOW, THEREFORE**, the parties hereto, in consideration of the premises, do mutually further agree to modify said lease as follows:

1. Condition No. 54 is added and provides as follows: "54. The Lessee may install a storage container, not to exceed twenty (20) feet long by eight (8) feet wide, on the eastern side of the property between the parking area and the tree line (sketch of property is at Exhibit "C", added to the license by Supplemental Agreement No. 5). The structure shall not be a permanent structure and is not to be permanently affixed to the ground in any way."

2. Condition No. 55 is added and provides as follows: "55. The Lessee shall not store hazardous substances or petroleum products in the leased areas."

All other terms and conditions of the aforesaid lease are hereby ratified and, except as modified by Supplemental Agreement Nos. 1, 2, 3, 4, 5, 6 and by this Supplemental Agreement No. 7, shall remain in full force and effect.

[Signatures are on the following page.]

Hopkinton-Everett Lakes Project, NH  
Lease No. DACW33-1-96-1  
Supplemental Agreement No. 7

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

UNITED STATES OF AMERICA

\_\_\_\_\_  
MAUREEN B. DAVI  
Realty Specialist  
Real Estate Contracting Officer

**THIS SUPPLEMENTAL AGREEMENT** is also executed by the lessee this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

TOWN OF HENNIKER

\_\_\_\_\_  
Kris Blomback, Selectboard Chairman

\_\_\_\_\_  
Bill Marko, Selectman

\_\_\_\_\_  
Neal B. Martin, Selectman

\_\_\_\_\_  
Scott Osgood, Selectman

\_\_\_\_\_  
Jeff Morse, Selectman

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_ certify that I am \_\_\_\_\_ of the  
*(Name)* *(Title)*

Town of Henniker, NH, and that \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_, and \_\_\_\_\_,

who signed the foregoing instrument on behalf of the Town of Henniker, NH, were then the Selectmen of the Town of Henniker, NH. I further certify that said Selectmen were acting with the scope of powers delegated to them in executing the said instrument.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Henniker Board of Selectmen**  
Authorization to Expend Funds from  
Expendable Trust Funds

**Date:** August 1, 2023

**Requestor:** Jim Morse, Fire Chief

**Funds to be expended from:** Fire and Rescue Building Maintenance Fund Expendable Trust

**Fund Purpose:** Established 1999 Fire/Rescue Department Building Maintenance Fund, for the purpose of repairing and maintaining the Fire/Rescue Department building.

**Authority:** Board of Selectmen agents to expend

**Expenditure Purpose:** Replace alarm system at the Fire/EMS Station

**Current Fund Balance:** **\$56,276.64** (EOY 2022 \$31,276.64 plus 2023 appropriation \$25,000)

**Amount Requested:** \$13,545.02

**Additional Notes:** The replacement of the system is an immediate life safety need. The existing system is not functioning properly, cannot be repaired, and overnight staff sleep at the station. The amount requested is below the threshold of \$15,000 requirement for sealed bid. Fire Chief obtained 3 quotes for replacement of the system. Electronic Security Protection (ESP) offers the best response time and quality work and can install by August 7, 2023. ESP would work the best for us for the following reasons. ESP installed and monitors most other town fire and security systems. The CIP did not identify earmark purposes through 2028. The use of ETF for this acquisition is justified.

**Authorization:** By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$13,545.02 from the Fire and Rescue Building Maintenance Fund Expendable Trust for the purpose of replacing the alarm system.

Chairman Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Town of Henniker

18 Depot Hill Road  
 Henniker, NH 03242  
 603.428.3221  
 Fax 603-428-4366

# REQUISITION

To: Electronic Security Protection

Ship To: Town of Henniker Fire Station

| REQUEST DATE | REQUISITIONER         | SHIP VIA | F.O.B. POINT | TERMS |
|--------------|-----------------------|----------|--------------|-------|
| 7-25-23      | Jim Morse, Fire Chief |          |              |       |

| QTY | DESCRIPTION                               | ACCOUNT NUMBER                       | UNIT PRICE | TOTAL       |
|-----|---|--------------------------------------|------------|-------------|
|     | New fire alarm system at the Fire Station | Fire/Recue Building Expendable Trust |            | \$13,545.02 |

SUBTOTAL

- If this purchase is over \$5000, What is the estimated useful life ?  
30 years
- If this is a repair over \$5,000, will it extend the life of the asset being repaired? \_\_\_\_\_ Please estimate how long? \_\_\_\_\_
- If this purchase is over \$3000, but less than \$15,000  
 Bidder A: ESP Amt 13545.00  
 Bidder B: BK Amt 13345.00  
 Bidder C: MunroeNock Amt 11,176.00
- If this purchase is over \$3000, but less than \$15,000 and you do not have 3 bidders, Why? State Contract? Sole Source ? (please detail) \_\_\_\_\_



Department Authorization \_\_\_\_\_ Date \_\_\_\_\_

Budgetary Approval - Finance \_\_\_\_\_ Date \_\_\_\_\_

Administrative Approval \_\_\_\_\_ Date \_\_\_\_\_

If the purchase is over \$3000, but less than \$15,000

Authorized by \_\_\_\_\_ Date \_\_\_\_\_

## TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

TAX YEAR APPEALED 2022

### INSTRUCTIONS

1. Complete the application by typing or printing legibly in ink. **This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.**
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

**DEADLINES:** The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

**Step One:** Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.

**Step Two:** Municipality has until July 1 following the notice of tax to grant or deny the abatement application.

**Step Three:** Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

**EXCEPTION:** If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

**Step One:** 2 months after notice of tax;

**Step Two:** 6 months after notice of tax; and

**Step Three:** 8 months after notice of tax.

### FORM COMPLETION GUIDELINES:

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g. Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.

|   |
|---|
| FOR MUNICIPALITY USE ONLY:  |
| Town File No.: <u>22-009</u>  |
| Taxpayer Name: <u>Coletti/Lawson</u><br><u>Marital Property Trust</u> |

**RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY**

**SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))**

Name(s): Coletti-Lawson Marital Property Trust

Mailing Address: 868 River Road, Henniker, NH 03242

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) <sup>(603) 490-6137</sup> \_\_\_\_\_ (Work) \_\_\_\_\_ (Email) \_\_\_\_\_

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

**SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)**

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Nos.: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Work) \_\_\_\_\_ (Email) \_\_\_\_\_

**SECTION C. Property(ies) for which Abatement is Sought**

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

| <u>Town Parcel ID#</u>   | <u>Street Address/Town</u> | <u>Description</u> | <u>Assessment</u> |
|--------------------------|----------------------------|--------------------|-------------------|
| Map 000009 / Lot 000705, | 868 River Rd.,             | Residential        | \$3,932,473.00    |
|                          |                            |                    |                   |
|                          |                            |                    |                   |
|                          |                            |                    |                   |
|                          |                            |                    |                   |

**SECTION D. Other Property(ies)**

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

| <u>Town Parcel ID#</u> | <u>Street Address/Town</u> | <u>Description</u> | <u>Assessment</u> |
|------------------------|----------------------------|--------------------|-------------------|
| Not Applicable         |                            |                    |                   |
|                        |                            |                    |                   |
|                        |                            |                    |                   |
|                        |                            |                    |                   |

**SECTION E. Reasons for Abatement Application**

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means: 1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or 2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
  - 1. physical data -- incorrect description or measurement of property;
  - 2. market data -- the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
  - 3. level of assessment -- the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

Please see attached sheet

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**SECTION F. Taxpayer's(s') Opinion of Market Value**

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# Map 000009/Lot 000705 Appeal Year Market Value \$ \$2,700,000.00 - \$3,000,000.00  
 Town Parcel ID# \_\_\_\_\_ Appeal Year Market Value \$ \_\_\_\_\_

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

Please see attached sheet.

**SECTION G. Sales, Rental and/or Assessment Comparisons**

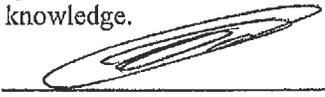
List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

| Town Parcel ID# | Street Address     | Sale Price/Date of Sale   | Rents | Assessment     |
|-----------------|--------------------|---------------------------|-------|----------------|
| Map 11, Lot 643 | 248 Huntington Rd. | \$2,375,000.00 July, 2022 | N/A   | \$2,300,930.00 |

**SECTION H. Certification by Party(ies) Applying**

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 2/21/23

 Cheryl Colette-Lawson Co-truster



(Signature)

CO-TRUSTEE

**SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)**

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Representative's Signature)

**SECTION J. Disposition of Application\* (For Use by Selectmen/Assessor)**

\*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date . . ."

Abatement Request: GRANTED  Revised Assessment: \$ 3,802,673 DENIED

Remarks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 8/1/2023

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

\_\_\_\_\_  
(Selectmen/Assessor Signature)

ATTACHED SHEET FOR ABATEMENT APPLICATION  
OF THE COLETTI-LAWSON MARITAL PROPERTY TRUST

**Section E: Reasons for Abatement Application**

There is good cause to abate the subject property's 2022 property taxes based on (1) physical data and (2) market data. Due to errors in the physical data and the failure to consider relevant market data, the assessed value of the subject property exceeds its fair market value, is disproportionately higher than the assessed value of other property in Henniker, and is unjust and illegal.

Physical data

The assessed value of the subject property must be reduced by \$265,192 because the assessed value is based on an incorrect measurement of gross living area (GLA).

The tax card lists 4,100 square feet of finished first floor (FFF) area and 3,557 square feet of upper floor finished (UFF). This totals 7,657 square feet of finished space above grade. Notably, the calculation includes second floor finished space above the garage. However, there is no finished space above the garage.

The actual measurement of finished first floor area is 3,456 square feet and upper floor finished of 3,237 square feet. This totals 6,692 square feet of finished space above grade. A three-page sketch with the correct measurements is attached.

The difference is 965 square feet. Using the Town's square foot cost of \$274.81, this means that the Town over-assessed the property by \$265,192 (rounded).

Market data

The recent sale of 248 Huntington Road (Map 11, Lot 643) for \$2,375,000 requires the assessed value of the subject property to be reduced.

248 Huntington Road sits on 96.55 acres with views of hills and mountains, a tennis court, an outdoor pool, and 4 large structures. The tax cards list a total of 12,097 square feet of gross living area. It has a total of 13 bedrooms and 9.5 bathrooms.

Compared with the subject property, 248 Huntington Road has 38 more acres, more residential structures and 2,479 more square feet of gross living area.

248 Huntington Road is assessed at \$2,300,930.

The sale of 248 Huntington Road is strong evidence of the market value for large residential properties in Henniker. Even with allowances for differences in the quality of construction and views, the market would not value the subject property at \$1,600,000 more than 248 Huntington Road. Instead, the sale of 248 Huntington Road supports a fair market value of the subject property in the range of \$2,700,000 to \$3,000,000.

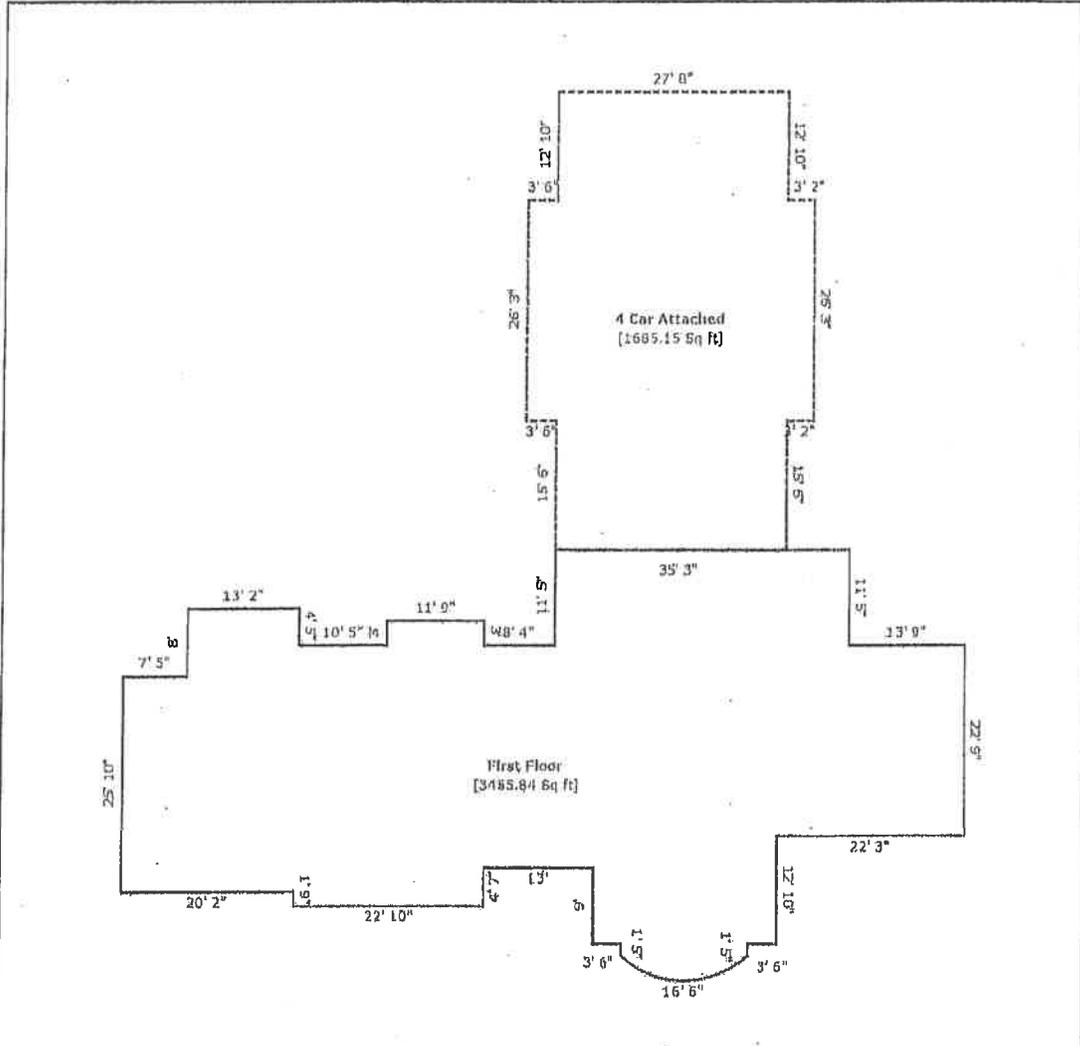
#### **Section F: Taxpayer's Opinion of Market Value**

The physical data correction in the measurement of gross living area reduces the assessed value to \$3,667,281.

In addition, the market data from the recent sale of 248 Huntington Road supports a market value of the subject property in the range of \$2,700,000 to \$3,000,000.

## Building Sketch (Page - 1)

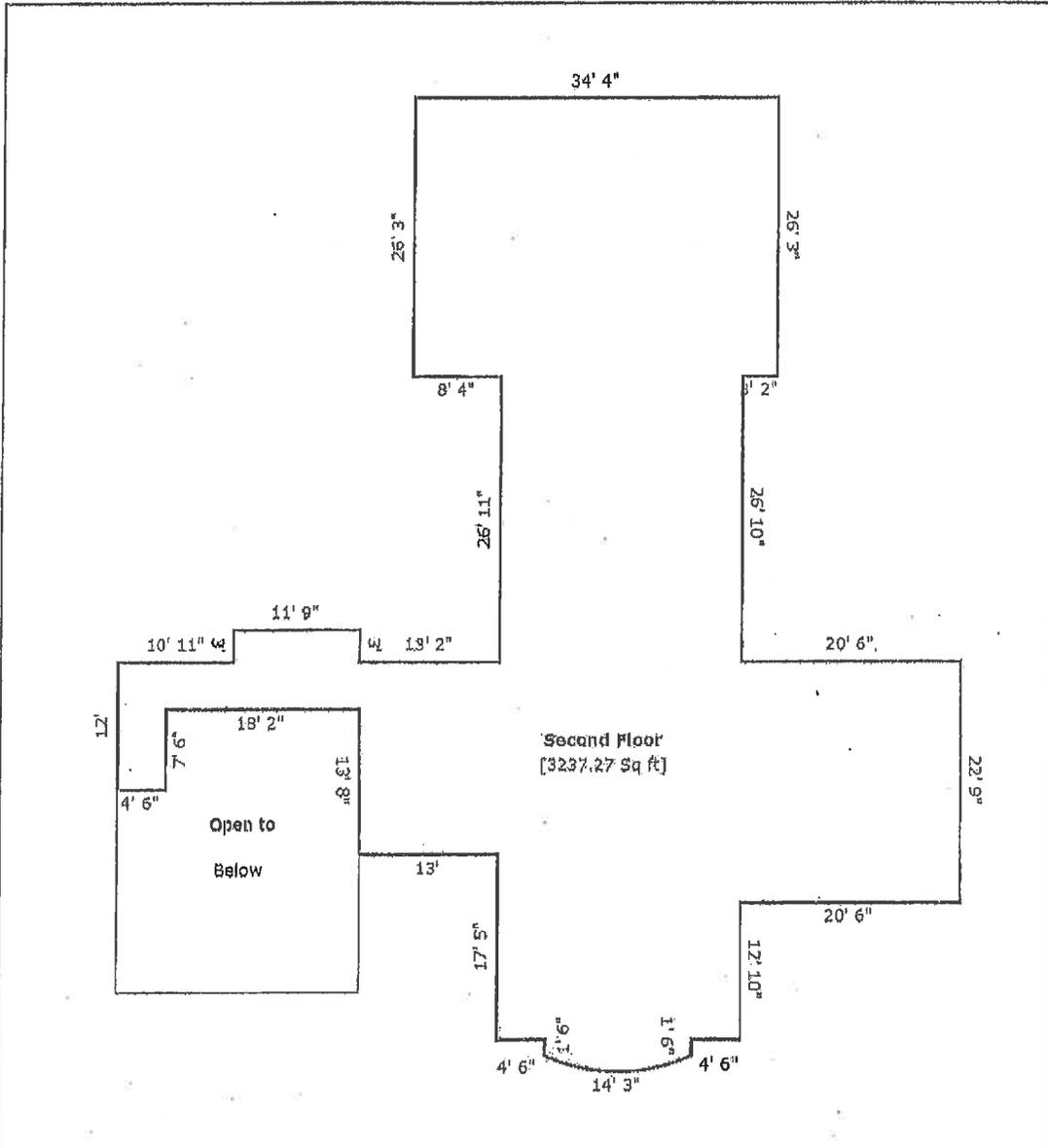
|                  |                                       |                  |          |                |
|------------------|---------------------------------------|------------------|----------|----------------|
| Owner            | Coletti/Lawson Marital Property Trust |                  |          |                |
| Property Address | 868 River Rd                          |                  |          |                |
| City             | Henniker                              | County Merrimack | State NH | Zip Code 03242 |
| Client           | Orr & Reno                            |                  |          |                |



| Area Calculations Summary          |                   | Calculation Details         |           |
|------------------------------------|-------------------|-----------------------------|-----------|
| Living Area                        |                   |                             |           |
| First Floor                        | 3455.84 Sq Ft     | $14.92 \times 1.42$         | = 21.13   |
|                                    |                   | $10.42 \times 0$            | = 0.01    |
|                                    |                   | $21.92 \times 9.02$         | = 197.7   |
|                                    |                   | $22.79 \times 1.73$         | = 39.41   |
|                                    |                   | $42.08 \times 2.85$         | = 122.67  |
|                                    |                   | $77.92 \times 3.81$         | = 297.1   |
|                                    |                   | $100.17 \times 19.15$       | = 1917.73 |
|                                    |                   | $92.71 \times 3.6$          | = 334.14  |
|                                    |                   | $13.17 \times 4.4$          | = 57.88   |
|                                    |                   | $11.75 \times 2.98$         | = 35.01   |
|                                    |                   | $49 \times 0$               | = 0.02    |
|                                    |                   | $35.25 \times 11.42$        | = 402.4   |
|                                    |                   | $0.5 \times 35.25 \times 0$ | = 0.02    |
|                                    |                   | Arc                         | = 30.65   |
| <b>Total Living Area (Rounded)</b> | <b>3456 Sq Ft</b> |                             |           |
| Non-Living Area                    |                   |                             |           |
| 4 Car Attached                     | 1685.16 Sq Ft     | $26.25 \times 3.5$          | = 91.88   |
|                                    |                   | $26.25 \times 3.17$         | = 83.13   |
|                                    |                   | $27.67 \times 54.98$        | = 1510.15 |
|                                    |                   | $0.5 \times 27.67 \times 0$ | = 0.01    |

## Building Sketch (Page - 2)

|                  |                                       |                  |          |                |
|------------------|---------------------------------------|------------------|----------|----------------|
| Owner            | Coletti/Lawson Marital Property Trust |                  |          |                |
| Property Address | 888 River Rd                          |                  |          |                |
| City             | Henniker                              | County Merrimack | State NH | Zip Code 03242 |
| Client           | Orr & Reno                            |                  |          |                |



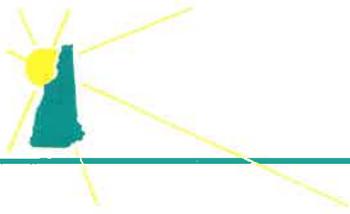
| TOTAL Created by a la mode, Inc.    |                   | Area Calculations Summary |          |
|-------------------------------------|-------------------|---------------------------|----------|
| Living Area                         |                   |                           |          |
| Second Floor                        | 3237.27 Sq ft     | Calculation Details       |          |
|                                     |                   | 13.83 x 1.5               | = 20.75  |
|                                     |                   | 22.83 x 12.83             | = 293.03 |
|                                     |                   | 43.35 x 4.50              | = 190.71 |
|                                     |                   | 0.5 x 0.1 x 13.67         | = 0.71   |
|                                     |                   | 56.38 x 13.67             | = 770.45 |
|                                     |                   | 7.5 x 4.5                 | = 33.75  |
|                                     |                   | 79.12 x 4.5               | = 356.06 |
|                                     |                   | 11.75 x 2.98              | = 35.01  |
|                                     |                   | 22.82 x 26.88             | = 613.64 |
|                                     |                   | 28 x 0                    | = 0.01   |
|                                     |                   | 34.33 x 26.25             | = 901.24 |
|                                     |                   | Arc                       | = 13.91  |
| <b>Total Living Area (Rounded):</b> | <b>3237 Sq ft</b> |                           |          |



## Loss Ratio

Report Criteria: Insured Company = William White Educ &amp; Behav, Consulting And As Of Date = 02/21/2023

| Company Name                           | Begin Date | End Date | MOD  | Claim Count | Audited Premium | Estimated Premium | Earned Premium     | Total Incurred     | Estimated Loss Ratio | Earned Loss Ratio |
|--|------------|----------|------|-------------|-----------------|-------------------|--------------------|--------------------|----------------------|-------------------|
| William White Educ & Behav, Consulting | 1/1/2021   | 2/1/2021 | 1.00 | 3           | \$1,888.00      | \$24,900.00       | \$1,888.00         | \$0.00             | 0.00%                | 0.00%             |
| William White Educ & Behav, Consulting | 2/1/2021   | 1/1/2022 | 1.00 | 65          | \$21,323.00     | \$24,990.00       | \$21,323.00        | \$6,280.67         | 25.13%               | 29.46%            |
| William White Educ & Behav, Consulting | 1/1/2022   | 1/1/2023 | 1.00 | 65          | \$0.00          | \$24,990.00       | \$24,990.00        | \$26,942.26        | 107.81%              | 107.81%           |
| William White Educ & Behav, Consulting | 1/1/2023   | 1/1/2024 | 0.52 | 15          | \$0.00          | \$22,991.00       | \$3,275.43         | \$0.00             | 0.00%                | 0.00%             |
| <b>Total</b>                           |            |          |      | <b>138</b>  |                 |                   | <b>\$51,477.43</b> | <b>\$93,223.22</b> |                      | <b>64.64%</b>     |



# *Avitar Associates of New England, Inc.*

*A Municipal Services Company*

Received by  
TOWN OF HENNIKER

JUL 24 2023

SELECTMEN'S OFFICE

July 17, 2023

**Town of Henniker  
Helga Winn  
Board of Selectmen  
18 Depot Hill Road  
Henniker, NH 03242**

**Re: Abatement Recommendations – Coletti-Lawson Marital Property Trust**

Dear Helga & Board Members:

Attached is my recommendation for the above-referenced abatement request. According to my records, this completes all the abatements for Tax Year 2022 (not counting utilities, if any, which are handled by George Sansoucy), if this differs from your records, please let me know.

As always, should you have questions or concerns, please do not hesitate to contact me.

**Sincerely,**

---

**Evan Roberge  
Assessor Supervisor**

ER/sjc  
Enclosure

## *Abatement Recommendation*

**Map 9, Lot 705 Sub B**

**868 River Road**

**Coletti/Lawson**

The taxpayers have filed for abatement, through their tax representative Robert S. Carey from Orr & Reno on this 58.140-acre property improved with a 2020 year built 9,705 sq ft (including finished basement) main contemporary custom-built home with 4 bedrooms and 6.5 bathrooms, 2,592 sq ft detached garage, 4,200 sq ft detached workshop/gym/office, in-ground pool, extensive landscaping, and a panoramic mountain views with a total assessment of \$3,932,473. As basis for the abatement, they state, "The Gross Living Area (GLA) is incorrect as the measurements are wrong and provided a layout of the house with all the measurements, etc., with most differing from the town's measurements of about 1-2 feet. Additionally, including market data of one property that sold in town, 248 Huntington Road (Map 11, 643) which sold for \$2,375,000, stating that due to that sale, it requires the assessed value of the subject property to be reduced. Lastly, opining a market value range of \$2,700,000 to \$3,000,000. They should know that when towns are assessing and measure and listing properties, etc., that the footprint of the building is always measured from the exterior, not the interior and then rounded to the nearest foot, as assessors do not get inside every home, and as to be consistent as possible, everyone is measured from the exterior which appears where the tax representative is seeing, what he thought, was a discrepancy. I did contact Mr. Carey who did in fact confirm that the sq ft results were done using the nearest inch measurements, which would cause a sizeable difference with this large of a home. The only sale they mentioned was 248 Huntington Road, which is not a sale I would ever compare to this property as it would need a substantial amount of adjustments and the two properties are completely different buyers, markets, etc. as the property consist of 4 separate dwellings, of which, the quality of construction on the buildings are significantly inferior to the subject. Then take into consideration the detached buildings, panoramic view, the subject property has and the adjustments to account for the true differences would be substantial and if you need substantial adjustments, then it is not a good comparable property to use. Furthermore, they provided an opinion of value with no information on how that opinion was arrived at, no analysis as to how they adjusted for the differences, etc. However, during the preliminary hearings, an extremely good comparable was provided from the home owners realtor who joined the conversation, 756 Clement Hill Road in Hopkinton, NH, that consists of a 2018 custom contemporary home with 11,146 sq ft of finished space (including the finished basement) with 5 bedrooms and 7 bathrooms, in-ground pool, and a 9,600 sq ft barn situated on 70 acres (with no view) that sold on August 15, 2022 for \$4,300,000. With extremely custom large homes

### *Abatement Recommendation*

like these, you do not have a plethora of similar/comparable sales to choose from; however, this sale could not be a better one. They are of similar age, quality, size, attributes and more importantly would appeal to the same buyer/market. While there are still adjustments for the differences in size, view, location, quality, etc., they would not be substantial adjustments, but reasonable ones. So, for example, as 756 Clement Hill Road is bigger, you would adjust the sale price down to account for the difference, but the sale also does not have the extensive panoramic views that the subject has, so you would adjust the sale price up, etc. Another difference would be the 9,600 sq ft barn the sale property has, however, the subject has a two story 4,200 sq ft detached finished shop/gym/office building, etc. and a separate 2,592 sq ft garage, so as you can see these properties are very comparable and after adjustments appear to clearly support the current assessment of \$3,932,473. Having said that, during this abatement review, I visited the property on June 23, 2023, and there were a few sketch discrepancies found. The 17x26 area that is labeled as “UFF/FFF/GAR” or “Upper Floor Finished over First Floor Finished over Garage”, there is only one floor over the garage, and it should be labeled as “UFF/GAR”, not “UFF/FFF/GAR”, additionally that area is measured at 16x25, not 17x26. The “GAR” listed as 13x30, was 13x28, the “CTH/UFF/GAR” was measured at 27x35, not 27x37, there was also a 13x9 section labeled as “UFF/FFF/RBF” however, that section is only “FFF/RBF”. There was also a patio and solar panels not previously assessed. Therefore, the result of these changes and corrections reduced the assessment from \$3,932,473 to \$3,802,673 and I recommend abatement on the \$129,800 value difference, **an abatement of \$2,783** ( $\$129,800 \times 2022 \text{ TR } 21.44 / \$1,000$ ) + **statutory interest**. The taxpayer has stated they are searching for additional information to assist in their case. If information provided is relevant and warrants further changes, I will revise my decision.



# TOWN OF HENNIKER, NEW HAMPSHIRE

August 1, 2023

## 2022 ABATEMENT/REFUND

To the Collector of Taxes:

By vote of the Board of Selectmen upon application of:

Coletti/Lawson Marital Property Trust  
S. H. Lawson & C. A. Coletti-Lawson, TTEES

Lot Number: 9-705-B / 868 River Road

Mailing Address: 868 River Road  
Henniker, NH 03242

2022 Old assessment: \$3,932,473

2022 Revised assessment: \$3,802,673

Abated amount of assessed value: \$ 129,800

Abated/Refunded tax amount for 2022: \$ 2,783 + interest

(Abatement approved August 1, 2023)

Board of Selectmen:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Selectmen's Office**  
*Administration, Finance,  
Assessing, Planning,  
Zoning & Building Permits*  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3221  
Fx (603) 428-4366

**Town Clerk / Tax Collector**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3240  
Fx (603) 428-4366

**Transfer / Recycling Center**  
**Parks and Properties**  
18 Depot Hill Rd.  
Henniker NH 03242  
*Physical:* 1393 Weare Rd.  
Ph (603) 428-7604

**Cogswell Spring Water Works**  
146 Davison Rd.  
Henniker NH 03242  
Ph (603) 428-3237  
Fx (603) 428-3362

**Wastewater Treatment Plant**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-7215  
Fx (603) 428-8312  
*Physical:* 199 Ramsdell Rd.

**Highway**  
18 Depot Hill Rd.  
Henniker NH 03242  
*Physical:* 209 Ramsdell Rd.  
Ph (603) 428-7200  
Fx (603) 428-7200

**Police**  
340 Western Ave.  
Henniker NH 03242  
Ph (603) 428-3213  
(Dial 911 for an Emergency)  
Fx (603) 428-7509

**Fire & Rescue**  
216 Maple St.  
Henniker NH 03242  
Ph (603) 428-7552  
(Dial 911 for an Emergency)  
Fx (603) 428-7628

# APPOINTMENTS WITH THE BOARD



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 8/1/2023  
**TITLE:** Volunteer Appointment – Warren G. Mattiello  
**INITIATED BY:** Helga Winn, Executive Assistant  
**PREPARED BY:** Helga Winn, Executive Assistant  
**PRESENTED BY:** Diane Kendall, Town Administrator

**AGENDA DESCRIPTION:**

Mr. Warren G. Mattiello has requested to fill a vacant position as a member of the Economic Development Committee. The Committee Chair has been made aware of the application.

**Legal Authority:** Selectmen Policies II.4 Town Committees and Boards

**Financial Details:** N/A

**Town Administrator Comment:** N/A

**Suggested Action/Recommendation:**

*Suggested Motion: Move to appoint Warren G. Mattiello as a member of the Economic Development Committee for a term of 3 years ending September 1, 2026.*



## TOWN OF HENNIKER APPOINTMENT

To **Warren G. Mattiello**, of Henniker, NH, in the County of Merrimack:

### Town of Henniker Board of Selectmen:

*Motion:* To accept the Volunteer Application of *Warren G. Mattiello*, appointing him as a Volunteer Member of the *Economic Development Committee*. The term will expire on September 1, 2026.

### BOARD OF SELECTMEN:

\_\_\_\_\_

Date: \_\_\_\_\_



**Town of Henniker**  
18 Depot Hill Road  
Henniker, NH 03242  
Phone (603) 428-3221 / Fax (603) 428-4366  
www.henniker.org

## APPLICATION FOR VOLUNTEER POSITION

COMMITTEE / BOARD: *ECONOMIC DEVELOPMENT*

NAME (as it should appear on Appointment Form):

FULL NAME: *WARREN G. MATTIELLO*

PHYSICAL ADDRESS: [REDACTED] *NIKER, NH 03242*

MAILING ADDRESS: [REDACTED] *NH 03242*

EMAIL ADDRESS: [REDACTED]

Why are you seeking this appointment?:

*AS A LIFE LONG BUSINESSMAN I HAVE A DEEP APPRECIATION FOR THE ECONOMIC VIABILITY OF THE TOWN IN WHICH I LIVE.*

What experience would you bring to this position?:

*OWNER AND DEVELOPER OF NUMEROUS SUCCESSFUL BUSINESSES OVER MY 80 YEARS OF LIFE.*

Do you have any specific goals or objectives you would seek to implement if you are appointment to this position?:

*HOPEFULLY TO ASSIST THE COMMITTEE IN MAKING COMMON SENSE EVALUATIONS OF PROPOSED PROJECTS USING MY MANY YEARS OF BUSINESS EXPERIENCES.*

SIGNATURE: [REDACTED]

DATE: *7/18/23*

# PUBLIC HEARING



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
“Only Henniker on Earth”

## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 8/1/2023

**TITLE:** Public Hearing – PILOT – Solar Project, 1104 Old Concord Rd.

**INITIATED BY:** Andrew Kellar, New Hampshire Solar Gardens

**PREPARED BY:** Helga Winn, Executive Assistant  
Evan Roberge, Assessor Supervisor for Avitar Associates

**PRESENTED BY:** Andrew Kellar, New Hampshire Solar Gardens

**AGENDA DESCRIPTION:** Estimated Market Value of Proposed Solar Project at 1104 Old Concord Road, Map/Lot number 9-549-F2.

The Town’s assessor, Evan Roberge, has analyzed the information provided by Andrew Kellar. Provided the information is correct the estimated assessment, using the size & number of panels along with an estimated NOI (Net Operating Income) for the 1 MW 6.2-acre project, is approximately \$1,228,500 (Letter from Assessor attached). The estimated tax revenue for the \$6.93 per thousand town portion of the current tax rate for this project is \$8,514.

**BACKGROUND:** The parcel owned by Henniker Holdings, LLC at 1104 Old Concord Road, map/lot 9-549-F2, has a total of 8.93 acres and is improved with a large storage building (former sawmill). The 2023 assessed taxable value is \$468,900 (assessment card attached). The 2022 total taxes for this property were \$10,053 and the first half of the 2023 tax bill is \$5,027. (Both tax bills are attached).

On March 22, 2023, the Henniker Planning Board approved the Conditional Use Permit and the application for a commercial-grade ground-mounted solar array. (Notice of Decision attached). The proposed project involves approximately a 6.2-acre portion of the parcel. The final installed Nameplate Capacity is expected to be approximately 1 megawatt (MW).

**Legal Authority:** [RSA 72:74 – Payment in Lieu of Taxes](#)

**Financial Details:** Proposed PILOT payment is \$2,500 per year for 20-year agreement

**Town Administrator Comment:** At the time of this report, we are waiting for clear guidance on RSA 72:74 I,III and V and time required for duly noticed public hearing. This hearing was posted to the website and bulletin boards on May 26 and published in the Granite Quill Messenger on July 28. If the hearing was not

properly noticed in the time frame required, the Board will need to post another hearing meeting the statutory requirements for a duly noticed public hearing.

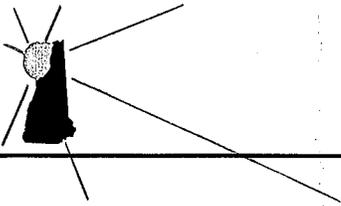
Board may consider:

RSA 72:74 III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

**Suggested Action/Recommendation:**

Hear comments from the public and applicant. The decision to enter into a PILOT agreement shall happen at a properly posted hearing.



# **Avitar Associates of New England, Inc.**

**A Municipal Services Company**

July 27, 2023

**Town of Henniker  
Helga Winn  
Board of Selectmen  
18 Depot Hill Road  
Henniker, NH 03242**

**Re: NH Solar Garden – 1MW Solar Farm Assessment Estimate**

Dear Helga & Board Members:

NH Solar Garden is proposing a 1MW Solar Farm consisting of about 2,664 panels. Pursuant to information provided by NH Solar Garden to assist in this assessment estimation, specifically, the nameplate capacity (maximum rated output under specific conditions), Group Net Metering rate (GNM), estimated land lease agreement amount, total estimated cost of the project and estimated annual expenses to operate (including replacement/reserves). This information was used to construct an Income Approach, essentially, doing the math to determine their Potential Gross Income, then subtracting the estimated cost for expenses to arrive at the estimated net operating income (NOI), then once the estimated NOI is known, using a loaded capitalization rate of 11.14% (9% Cap Rate + Taxes) divided into the NOI, indicates a value of the Solar Farm at \$1,228,500 (rounded). The above estimate is for the potential Solar Farm only, and while it is based on information and rates provided, it is only for estimation purposes until the project is complete. The original estimated figure of \$1,336,000, did not included the land lease amount and once that information was provided, the expenses were increased to account for the amount they pay to lease the land the solar farm is situated on, which in turn lowers the Net Operating Income, thus lowering the value of the property. At this point, since we have received all the information needed to have a solid estimation (IRV Formula,  $\text{Income/Rate}=\text{Value}$ ), we feel strongly that the best estimate of where the assessment will be once constructed will be in the low range of \$1,100,000 and high range \$1,350,000. Indicating, using the 2022 Tax Rate of \$21.44, a tax bill range of \$23,600 to \$28,900 (if 100% taxable).

Please know once constructed, the Solar Farm would be on its own PRC (Property Record Card) with the assessment for the Solar Farm only (Under a PILOT or not), the landowner will continue to be assessed/taxed for the residual land; however, their assessment will now include an amount attributed to the land lease.

As always, should you have questions or concerns, please do not hesitate to contact me.

**Sincerely,**

**Evan Roberge  
Assessor Supervisor**

ER/sjc

150 Suncook Valley Highway • Chichester, NH 03258 • (603) 798-4419

[www.avitarassociates.com](http://www.avitarassociates.com)

| OWNER INFORMATION  |  | SALES HISTORY   |   |   |   |  | PICTURE   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
|--|--|---|---|---|---|--|---|---|---------------------------|--|----------------------|--------------------|---|---|------|------------|-----------|------------|--------------------------|--|--|--|------|------------|-----------|------------|--------------------------|--|--|--|
| <b>HENNIKER HOLDINGS LLC</b><br><br>1104 OLD CONCORD ROAD<br><br>HENNIKER, NH 03242  |  | <b>Date</b><br>08/03/2020<br>09/21/2011<br>08/26/2011<br>08/01/2011 | <b>Book</b><br>3689<br>3273<br>3269<br>3266 | <b>Page</b><br>1669<br>0806<br>1473<br>0233 | <b>Type</b><br>U I 40<br>U I 38<br>U I 89<br>U I 51 | <b>Price</b><br>1<br>1<br>640,000<br>3,000                           | <b>Grantor</b><br>HENNIKER HOLDINGS LLC<br>DIORIO FOREST PRODUCTS<br>OLD CONCORD ROAD LLC<br>GRANITE STATE FOREST |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| LISTING HISTORY  |  | NOTES   |   |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| 07/31/20 VS14 FIELD REVIEW<br>08/20/14 GH98 ASSESSOR REVIEW<br>04/30/10 PD00 MEASUR+LISTED<br>06/23/08 GH98 ASSESSOR REVIEW<br>06/09/08 GH98 ASSESSOR REVIEW<br>03/21/05 PP07 MEASUR/ INFO TAKEN AT D<br>05/01/96 RM00 MEASUR+LISTED | GRAY FORMER SAWMILL BLDG 9/07 SEPARATED 549F3 FROM THIS LOT 8/11 SALE PRICE INCLUDES 549F1/F1B 14: 60X170 BAS FLOOR REMOVED CREATING 24' HIGH BAS, 58X90 CAN NOW BAS, NOW ALL COLD STORAGE FOR LUMBER, NO HEAT, ELEC, OR PLUMBING, AVG WALL HEIGHT=19' |   |   |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| EXTRA FEATURES VALUATION   |  |   |   |   |   |  | MUNICIPAL SOFTWARE BY AVITAR  |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| <b>Feature Type</b><br>BARN-2STRY<br>BARN-2STRY  | <b>Units</b><br>1,400<br>1,120   | <b>Lngth x Width</b><br>1400 x 1<br>1120 x 1                        | <b>Size Adj</b><br>71<br>74                 | <b>Rate</b><br>26.00<br>26.00               | <b>Cond</b><br>50<br>50                             | <b>Market Value</b><br>12,922<br>10,774                              | <b>Notes</b><br>Year: 1996<br>Year: 1996  | <b>HENNIKER ASSESSING OFFICE</b><br><br><b>PARCEL TOTAL TAXABLE VALUE</b><br><table border="1"> <thead> <tr> <th>Year</th> <th>Building</th> <th>Features</th> <th>Land</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$ 249,900</td> <td>\$ 23,700</td> <td>\$ 195,300</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 468,900</td> </tr> <tr> <td>2023</td> <td>\$ 249,900</td> <td>\$ 23,700</td> <td>\$ 195,300</td> </tr> <tr> <td colspan="4" style="text-align: right;">Parcel Total: \$ 468,900</td> </tr> </tbody> </table> |                           |  | Year                 | Building           | Features  | Land                                    | 2022 | \$ 249,900 | \$ 23,700 | \$ 195,300 | Parcel Total: \$ 468,900 |  |  |  | 2023 | \$ 249,900 | \$ 23,700 | \$ 195,300 | Parcel Total: \$ 468,900 |  |  |  |
| Year   | Building   | Features  | Land  |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| 2022   | \$ 249,900   | \$ 23,700   | \$ 195,300                                  |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| Parcel Total: \$ 468,900   |  |   |   |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| 2023   | \$ 249,900   | \$ 23,700   | \$ 195,300                                  |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| Parcel Total: \$ 468,900   |  |   |   |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| <b>23,700</b>  |  |   |   |   |   |  |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| LAND VALUATION   |  |   |   |   |   |  | LAST REVALUATION: 2022  |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| <b>Zone:</b> HEAVY COMMERCIAL  |  | <b>Minimum Acreage:</b> 2.00  |   | <b>Minimum Frontage:</b> 125                |   | <b>Site:</b> AVERAGE <b>Driveway:</b> GRAVEL/DIRT <b>Road:</b> PAVED |   |   |                           |  |                      |                    |   |   |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |
| <b>Land Type</b><br>COM/IND<br>COM/IND   | <b>Units</b><br>2.000 ac<br>6.930 ac<br><b>8.930 ac</b>  | <b>Base Rate</b><br>127,000<br>x 2,500                              | <b>NC</b><br>E<br>X                         | <b>Adj</b><br>100<br>100                    | <b>Site</b><br>100                                  | <b>Road</b><br>100   | <b>DWay</b><br>95   | <b>Topography</b><br>95 -- MILD<br>90-- ROLLING   | <b>Cond</b><br>150<br>150 | <b>Ad Valorem</b><br>171,900<br>23,400<br><b>195,300</b> | <b>SPI</b><br>0<br>0 | <b>R</b><br>N<br>N | <b>Tax Value</b><br>171,900<br>23,400<br><b>195,300</b> | <b>Notes</b><br>USE/COMM ZONE<br>EXCESS |      |            |           |            |                          |  |  |  |      |            |           |            |                          |  |  |  |



Town of Henniker  
18 Depot Hill Rd  
Henniker, NH 03242  
Temp - Return Service Requested

HENNIKER HOLDINGS LLC  
1104 OLD CONCORD ROAD  
HENNIKER, NH 03242

**2022 HENNIKER PROPERTY TAX -- BILL 2 OF 2**

Invoice: 2022P02012706  
Billing Date: 11/15/2022  
Payment Due Date: 12/19/2022  
Amount Due: \$ 4,248.00

8% APR Charged After 12/19/2022

| Property Owner               |          |
|------------------------------|----------|
| Owner: HENNIKER HOLDINGS LLC |          |
| Tax Rates                    |          |
| County:                      | \$ 1.79  |
| School:                      | \$ 11.84 |
| Town:                        | \$ 6.93  |
| State Education:             | \$ 0.88  |
| Assessments                  |          |
| Taxable Land:                | 195,300  |
| Buildings:                   | 273,600  |
| Total:                       | 468,900  |
| Total Tax Rate:              | \$ 21.44 |
| Net Value:                   | 468,900  |

| Property Description                       |                    |              |
|--|--------------------|--------------|
| Map: 000009                                | Lot: 000549        | Sub: 0000F2  |
| Location: 1104 OLD CONCORD RD Acres: 8.930 |                    |              |
| Summary Of Taxes                           |                    |              |
| 2022                                       | Total Tax:         | \$ 10,053.00 |
|  | - First Bill:      | \$ 5,805.00  |
|  | - Abated/Paid:     | \$ 0.00      |
|  | - Veteran Credits: | \$ 0.00      |

Amount Due By 12/19/2022: **\$ 4,248.00**

**2022 HENNIKER PROPERTY TAX -- BILL 2 OF 2**

Mailed To:  
HENNIKER HOLDINGS LLC  
1104 OLD CONCORD ROAD  
HENNIKER, NH 03242

Town of Henniker  
Monday, Wednesday & Friday 8:00am to 4:00pm  
Tuesday 10:00am to 6:00pm Thursday Closed  
(603) 428-3240  
Tax Collector: Kimberly Johnson

Owner: HENNIKER HOLDINGS LLC

Location: 1104 OLD CONCORD RD  
Map: 000009 Lot: 000549 Sub: 0000F2  
Invoice: 2022P02012706

Amount Due By 12/19/2022: **\$ 4,248.00**

Remit To:  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH 03242  
Temp - Return Service Requested

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: \_\_\_\_\_

Town of Henniker  
18 Depot Hill Rd  
Henniker, NH 03242  
Temp - Return Service Requested

HENNIKER HOLDINGS LLC  
1104 OLD CONCORD ROAD  
HENNIKER, NH 03242

**2023 HENNIKER PROPERTY TAX -- BILL 1 OF 2**

Invoice: 2023P01012406  
Billing Date: 06/05/2023  
Payment Due Date: 07/10/2023  
Amount Due: \$ 5,027.00

**8% APR Charged After 07/10/2023**

PLEASE SEE BACK OF THIS TAX BILL FOR MORE INFORMATION ON RSA 76:11-a

| Property Owner               |         |
|------------------------------|---------|
| Owner: HENNIKER HOLDINGS LLC |         |
| Tax Rates                    |         |
| County:                      | \$ 0.89 |
| School:                      | \$ 5.92 |
| Town:                        | \$ 3.47 |
| State Education:             | \$ 0.44 |
| Assessments                  |         |
| Taxable Land:                | 195,300 |
| Buildings:                   | 273,600 |
| Total:                       | 468,900 |

| Property Description                       |             |             |
|--|-------------|-------------|
| Map: 000009                                | Lot: 000549 | Sub: 0000F2 |
| Location: 1104 OLD CONCORD RD Acres: 8.930 |             |             |
| Summary Of Taxes                           |             |             |
| <i>2023 July</i> First Bill:               |             | \$ 5,027.00 |
| - Abated/Paid:                             |             | \$ 0.00     |
| - Veteran Credits:                         |             | \$ 0.00     |

Amount Due By 07/10/2023: **\$ 5,027.00**

Total Tax Rate: \$ 10.72 \* Net Value: 468,900

\* First Bill Tax Rate Equals 1/2 Last Year's Final Tax Rate

Mailed To:  
HENNIKER HOLDINGS LLC  
1104 OLD CONCORD ROAD  
HENNIKER, NH 03242

Remit To:  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH 03242  
Temp - Return Service Requested

**2023 HENNIKER PROPERTY TAX -- BILL 1 OF 2**

Town of Henniker  
Monday, Wednesday & Friday 8:00am to 4:00pm  
Tuesday 10:00am to 6:00pm Thursday Closed  
(603) 428-3240  
Tax Collector: Deborah C. Aucoin  
Owner: HENNIKER HOLDINGS LLC

Location: 1104 OLD CONCORD RD  
Map: 000009 Lot: 000549 Sub: 0000F2  
Invoice: 2023P01012406

Amount Due By 07/10/2023: **\$ 5,027.00**

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: \_\_\_\_\_

# TITLE V TAXATION

## CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

### Payment in Lieu of Taxes for Renewable Generation Facilities

#### Section 72:74

##### **72:74 Payment in Lieu of Taxes. –**

I. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a duly noticed public hearing, enter into a voluntary agreement to make a payment in lieu of taxes. A lessee of a renewable generation facility which is responsible for the payment of taxes on the facility may also enter into a voluntary agreement with the municipality in which the facility is located to make a payment in lieu of taxes, provided the lessee shall send by certified mail to the lessor written notice which shall state that the property of the lessor may be subject to RSA 80 should the lessee fail to make the payments required by the agreement. A copy of such notice shall be provided to the municipality in which the facility is located.

II. A renewable generation facility subject to a voluntary agreement to make a payment in lieu of taxes under this section shall be subject to the laws governing the utility property tax under RSA 83-F. Payments made pursuant to such agreement shall satisfy any tax liability relative to the renewable generation facility that otherwise exists under RSA 72. The payment in lieu of taxes shall be equalized under RSA 21-J:3, XIII in the same manner as other payments in lieu of taxes, but shall be excluded from the tax base used to determine the statewide education property tax in accordance with RSA 76:8, I(a). In the absence of a payment in lieu of taxes agreement, the renewable generation facility shall be subject to taxation under RSA 72.

III. If a municipality that contains more than one school district receives a payment in lieu of taxes under this section, the proceeds shall be prorated to the districts in the same manner as local taxes are prorated to the districts, or in the case of a cooperative school district between the city or town and pre-existing school district.

IV. The collection procedures in RSA 80 shall be used to enforce a voluntary agreement to make a payment in lieu of taxes authorized by this section.

V. If a municipality enters into a voluntary payment in lieu of taxes agreement with an owner, or a lessee responsible for payment of taxes, of a renewable generation facility, the municipality, upon the request of the owner, or a lessee responsible for payment of taxes, of any other renewable generation facility located within the municipality, shall offer a comparable agreement to the owner or lessee of such facility.

VI. Except as provided in paragraph VII, no voluntary agreement entered into under this section shall be valid for more than 5 years; however, any such agreement may be renewed or amended and restated for any number of consecutive periods of 5 years or less.

VII. The owner of a renewable generation facility and the governing body of the municipality in which the facility is located may agree to a term exceeding 5 years if such term is necessary for the financing of the project or is otherwise advantageous to both parties and both parties agree to such term.

**Source.** 2006, 294:6. 2007, 113:1, eff. Aug. 10, 2007. 2014, 277:2, eff. July 28, 2014. 2021, 31:1, eff. July 1, 2021.



## **PILOT Agreements & Solar Energy Facilities**

### **What is a PILOT agreement?**

A PILOT is a Payment in Lieu of Taxes. PILOTs are negotiated and paid to a municipality instead of typical property taxes. The rate is typically set for the life of the project.

### **How do PILOT agreements work?**

[NH RSA 72:74](#) allows for a Board of Selectmen or City Council, after a public hearing, to enter into a long-term tax agreement specifically designed for renewable energy facilities like solar. An owner of the renewable energy facility OR a lessee responsible for paying taxes on the facility and underlying property can enter into these voluntary agreements. Typical PILOT agreements last at least 20 years and may be a longer term if the parties agree based on the financing constraints of a given project.

### **How do PILOT agreements benefit municipalities?**

PILOTs are designed to create tax revenue for a municipality. Renewable energy facilities, such as solar facilities, do not use typical town services (e.g. public school, municipal water, sewer, etc) and therefore offer an opportunity to put land into a useful, tax generating category without increasing the municipality's costs. Municipalities can add to their tax revenue by entering into a PILOT agreement with a solar energy facility. PILOT rates are typically set for the life of the solar project, so the town can count on a locked in revenue stream for the next 20+ years.

### **How do PILOT agreements benefit the clean energy economy and renewable energy resources like solar?**

Most towns in New Hampshire and in other states use PILOT agreements to tax solar projects and other renewable energy generation facilities because an energy facility is a depreciating asset and does not require town services like a traditional property would. Typical property taxes are expensive in New Hampshire and the PILOT alternative presents a cost-savings opportunity that can make solar projects more economically feasible and accessible to communities that want to invest in clean energy. The multi-year agreement can also help provide predictability and help project costs over the term of the PILOT. Often times financing partners require PILOTs so that tax expenses over the life of the project are set.

### **What are common solar PILOT amounts?**

\$2,500 to \$4,000 per megawatt AC ( $MW_{AC}$ ) is the typical annual PILOT amount in New Hampshire. The amount changes based on the project conditions of a solar energy facility. For example, a solar energy facility built on a landfill is more expensive to build and the land is unlikely to have other valuable use, so the PILOT is typically lower. Facilities built on greenfield sites typically have higher PILOTs. Municipalities, community members, and solar developers should remember that PILOTs are designed to be negotiated and are best used when negotiated to fit each facility's unique circumstances. This range should not preclude negotiations that result in higher or lower PILOTs, and other renewable energy technologies may use a different approach to PILOTs.



## *List of New Hampshire municipalities that signed a PILOT*



Here is a partial list of Towns NSHG has worked with on a PILOT or equivalent tax agreement (tax letter) over the last decade of solar development by the founder:

- a. Swanzey (PILOT), permitted gravel pit - \$2,500 per MW
- b. Franklin (tax letter), Industrial Park location - \$3,500 per MW
- c. Andover (PILOT), old gravel pit - \$2,500 per MW
- d. Milton (PILOT), Landfill site - \$3,500 per MW
- e. Hillsboro (PILOT), Landfill site - \$4,500 per MW, but a reduced land lease rate
- f. Laconia (PILOT), Landfill site - \$2,800 per MW
- g. Nashua (PILOT), greenfield site - \$3,500 per MW
- h. Pittsfield (PILOT), greenfield site - \$2,800 per MW
- i. Conway (PILOT), hay field site - \$3,500 per MW
- j. Goffstown (PILOT), greenfield site - \$4,500 per MW

For further information, please contact us at 603-81-1175 or reach out to the respective town assessor based on the information provided above.

PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
The Town of Henniker AND Santa Fuel Inc.

This Payment in Lieu of Taxes (PILOT) Agreement (hereafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, under New Hampshire Revised Statutes Annotated (NHRSA) § 72:74, between the Town of Henniker, New Hampshire ("Town") and Santa Fuel Inc. ("Taxpayer"), a Connecticut Corporation with a business address at 154 Admiral Street, Bridgeport CT 06605

**Background**

Taxpayer seeks to develop a renewable solar power electric generating facility (the "Facility") to be located at 1106 Old Concord Road, Henniker NH 03242. Taxpayer expects the final installed Nameplate Capacity to be approximately 1 megawatt (MW/Ac). For the purposes of this Agreement, the term "Nameplate Capacity" shall mean the sum of all of the nameplate capacities for the total solar inverters installed and operating at the Facility. Once the project has reached commercial operation, defined below, the parties will sign a letter amendment to this Agreement specifying the actual Nameplate Capacity of the Facility (if applicable).

The Facility will be built on land leased by Taxpayer, identified on Town tax maps as tax parcels 549-F2

Under its lease agreements with landowners, Taxpayer will be responsible for the payment of local ad valorem real estate taxes on Facility structures and other improvements under NHRSA Chapter 72 (including the taxes on the value of the underlying land as defined by the approved (current or future) planning board site plan).

The Facility will be a "renewable generation facility", as defined in NHRSA §72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA §72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, enter into a voluntary agreement to make payments in lieu of taxes.

Taxpayer and the Town desire to enter into such a PILOT agreement under NHRSA §72:74.

NOW THEREFORE, the parties hereto agree as follows:

**Terms and Conditions**

1. Payments in Lieu of Taxes. Taxpayer will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3 and 4 below. These PILOT payments will be in lieu of any and all ad valorem real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.

2. Term. Mindful of RSA 72:74, VI and VII, the parties have determined that a long-term agreement providing predictability of tax revenues and expenses would be advantageous to both the Town and Taxpayer. Accordingly, the term of this Agreement shall be 20 (twenty) years as described in Section 4 below. If the Facility fails to achieve commercial operation by February 13, 2025, this Agreement shall be deemed void and of no effect. For the purposes of this Agreement, the term "commercial operation" shall be deemed to have occurred once (a) the solar power electric generating facility has been commissioned and accepted by Taxpayer in accordance with applicable commissioning and inspection procedures (b) the Facility has been interconnected to the utility electric grid, and (c) Taxpayer has commenced the sale of energy from the Facility on a commercial (rather than test) basis to one or more purchasers. The date on which Taxpayer commences energy sales on a commercial basis shall be deemed the "Commercial Operation Date." Taxpayer shall give the Town written notice of said Commercial Operation Date within seven (7) days after it occurs, together with a proposed letter amendment confirming the Facility's actual Nameplate Capacity.

3. PILOT Payments for 20-Year Operating Term. Subject to possible adjustments up or down under Section 4 below, annual PILOT payments to the Town for the 20-year Operating Term shall begin at the rate of \$2500 per megawatt of Nameplate Capacity, in the tax year that begins on April 1 following the commercial operation date.

If the Facility's actual Commercial Operation Date occurs after March 31, then the schedule of annual PILOT payments during the Operating Term covered by this Section 3 will be amended to reflect that the first year of the Operating Term will be the tax year following the tax year in which commercial operation begins.

4. Potential Adjustment of PILOT Payments.

(a) Increase in Capacity. In the event that some or all of the Facility's increased in the nameplate capacity during the term of the Agreement in such a way as to increase the Facility's total capacity, then PILOT payments beginning in the next tax year will be adjusted upwards.

(b) Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced (due to causes beyond Taxpayer's control) from the previous tax year due to: (i) damage caused by natural forces, (ii) operational restrictions caused by a change in law, regulation, ordinance, or industry management standards, (iii) decommissioning and removal of inverters, or (iv) the permanent cessation of the Facility's operations, then the PILOT payment will be adjusted downward based on the total actual installed and operating Nameplate Capacity after the reduction in capacity, or in the case of clause (iv) above, this Agreement will terminate.

5. Payment of Amounts Due. Taxpayer shall make the PILOT payments due hereunder for any given tax year in the Operating Term to the Town in two equal installments, at the Town Tax Collector's office, on July 1st and December 1st.

6. Non-Payment. Non-payment of any payment due the Town shall constitute a default. Notice of non-payment or any other default shall be provided to Taxpayer (and to Taxpayer's Lender, as further specified in Section 7 below), in the manner and at the address provided for Notices in Section 9 of this Agreement. Taxpayer shall have 30 days to cure the default after receiving such notice. In the event the condition causing the default is not cured within 30 days, the Town may commence an action to collect any non-payment under RSA 80:50, seek specific performance of a non-monetary default or proceed against the real estate under RSA 80:58-80. It shall not be a defense to such a proceeding that Taxpayer is obligated under this Agreement to make payments in lieu of taxes rather than taxes.

7. Lender's Right to Cure. The Town shall send a copy of any notice of default sent to Taxpayer to Taxpayer's Lender by certified mail at the same time such notice is sent to Taxpayer, and no such notice of default to Taxpayer shall be effective unless and until a copy of such notice has been delivered to Taxpayer's Lender. Taxpayer's Lender shall have the same time and rights to cure any default as Taxpayer, and the Town shall accept a cure by Taxpayer's Lender as if such cure had been made by Taxpayer. Taxpayer shall provide written notice to the Town as to the name and address of Taxpayer's Lender for such notices to be sent.

8. Other Taxes Not Covered. This Agreement covers only ad valorem real estate taxes payable under NHRSA Chapter 72. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the Land Use Change Tax, Timber Tax, State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.

9. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town: Town of Henniker, 18 Depot Hill Road, Henniker NH 03242

For Taxpayer: Santa Fuel, Inc., 154 Admiral Street, Bridgeport CT 06605

In the event of a change in the address of any party listed above, the responsible signatory (Taxpayer in the case of itself, its Lender and/or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Miscellaneous.

(a) This Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire. In the event any term of this Agreement or the application of any such term shall be held invalid by any court having jurisdiction, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.

(b) The terms and provisions contained in this Agreement constitute the final Agreement between the parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

(c) Taxpayer shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the parties, their assigns and successors. Taxpayer shall provide written notice to the Town of any sale, transfer, or assignment.

(d) Section titles or subject headings in this Agreement are provided for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

Town of HENNIKER, NEW HAMPSHIRE

By:  
Name:  
Date:

Santa Fuel, Inc.

By:  
Name:  
Date:

# NEW BUSINESS



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

Tel: (603) 428-3221  
Fax: (603) 428-4366

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 7/27/2023  
**TITLE:** Paving 7/27/23  
**INITIATED BY:** Leo Aucoin, Superintendent  
**PREPARED BY:** Leo Aucoin, Superintendent  
**PRESENTED BY:** Leo Aucoin, Superintendent

**AGENDA DESCRIPTION:** Highway would like to overlay Western Ave from the Oak's to the Canal Bridge, see attached quote. Also Highway would like to repair Cote Hill Pavement from the intersection of Western Ave to 99 Cote Hill Road, see attached quote.

**Legal Authority:**

**Financial Details:**

**Town Administrator Comment:**

N/A

**Suggested Action/Recommendation:**

*Suggested Motion:*

*No formal action is required.*



# Busby Construction Co., Inc.

9 Pond Lane  
Atkinson, NH 03811  
P: 603-362-4650  
F: 603-362-5051

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** July 15, 2023  
**Job Name:** Weston Road  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1:Shoulder work day rate @ \$6,000 (1 days )
- 2:Trimming end joints Day raye @ \$2,250
- 3: 1.5" Top \$80.00 per ton @1600 tons (\$ 128,000.00)
- 4: Flaggers \$50.00 per hour @ 65 hours (\$3,2500)
- 5:manholes F/G 18 @ \$200 EA (Dig out old asphalt around manholes)  
Water boxes 2@ \$100 EA (Cement from town)
- 6:Mill APPROX: 13,800 S/Y @ \$3.20 S/Y (\$44,160.00)

**\$183,660.00**

Price based on: Liquid Asphalt @\$662.50  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retainage

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.  
Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

|                                  |                           |                         |                          |
|----------------------------------|---------------------------|-------------------------|--------------------------|
| Lowbed Rental (portal to portal) | \$ _____ per hour         | Dump Truck Rental       | \$ <u>75.00</u> per hour |
| Grader Rental (as needed)        | \$ <u>135.00</u> per hour | Loader / Backhoe Rental | \$ <u>70.00</u> per hour |
| Vibratory Roller Rental          | \$ <u>85.00</u> per hour  | Handwork Grading        | \$ _____ per s.y.        |
| Water Truck Rental               | \$ <u>65.00</u> per hour  | Structure Adjustment    | \$ _____ per each        |
| Excavator Rental                 | \$ _____ per hour         | Saw cutting             | \$ _____ per l.f.        |

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager

## **CONDITIONS OF SALE**

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
  
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
  
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
  
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
  
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
  
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
  
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
  
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
  
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
  
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



# Busby Construction Co., Inc.

9 Pond Lane  
Atkinson, NH 03811  
P: 603-362-4650  
F: 603-362-5051

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** July 15, 2023  
**Job Name:** Cote Road  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Shoulder work day rate @ \$6,000 (1 days )
- 2: Trimming end joints Day rate @ \$2,250
- 3: 1.5" Top \$82.00 per ton @175 tons (\$ 14,350.00)
- 4: Flaggers \$50.00 per hour @ 25 hours (\$1,250)
- 5: Hand paving 48 ton @ \$165 (\$7,920.00)

**\$ 31,770.00**

Price based on: Liquid Asphalt @\$662.50  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retainage

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.  
Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

|                                  |                           |                         |                          |
|----------------------------------|---------------------------|-------------------------|--------------------------|
| Lowbed Rental (portal to portal) | \$ _____ per hour         | Dump Truck Rental       | \$ <u>75.00</u> per hour |
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| Vibratory Roller Rental          | \$ <u>85.00</u> per hour  | Handwork Grading        | \$ _____ per s.y.        |
| Water Truck Rental               | \$ <u>65.00</u> per hour  | Structure Adjustment    | \$ _____ per each        |
| Excavator Rental                 | \$ _____ per hour         | Saw cutting             | \$ _____ per l.f.        |

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager

## **CONDITIONS OF SALE**

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.

# CONTINUED BUSINESS



## TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
Henniker, NH 03242  
Tel: (603) 428-3221

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# STAFF REPORT – To Sewer Commissioners

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**DATE:** 8/1/2023

**TITLE:** Way Investments, Inc. -Sewer Abatement Request for 566 Western Avenue; Account # 1902S

**INITIATED BY:** Frank Chen – Way Investments, Inc.

**PREPARED BY:** Diane Kendall, Town Administrator .

**PRESENTED BY:**

**AGENDA DESCRIPTION:** Request Abatement of 2022 Sewer Bill 2 of 2 and 2023 Sewer Bill 1 of 2

**LEGAL AUTHORITY:** **Local Ordinance** Chapter 88 Town of Henniker Sewer Ordinance Article V Sewer Rents and Assessments. RSA 38:22, RSA 149-i:16, RSA 76:13

**FINANCIAL DETAILS:** Total sewer billed for 2 cycles: \$39,250.22  
Total abatement requested: \$33,347.00

**BACKGROUND:** On July 11, 2023, Mr. Frank Chen, representing Way Investments Trailer Park at 566 Western Ave., sought an abatement from two sewer bills because the trailer park had a water leak, and the water usage did not represent the volume of sewage that flowed to the treatment plant.

Mr. Chen sought an abatement of \$13,152.40 for the 11/7/2022 bill totaling \$16,111.48. The 11/7/2022 bill was previously abated by the Sewer Commissioners for a total of \$13,136.40 resulting in a net bill of \$2,975.08. This request has been settled. The system was repaired on or about April 24, 2023.

**Mr. Chen is also seeking abatement of \$20,194.60 for the 4/27/2023 bill that totaled \$23,183.74 based on average daily gallons of 747gpd. This would result in a net bill of \$2,944.14.**

At the July 11<sup>th</sup> meeting , the Board of Selectmen continued decision on the abatement seeking current water usage per day since the repair. The Cogswell Water reports the water usage from 4/24/23 (when the watermain and services were replaced and brought into service) through 7/10/23 was : 41,918 gallons with an average of 551.2 gpd.

**TOWN ADMINISTRATOR COMMENT:** Considering the current water usage since the system fixed, and it is unlikely that all the leaked water traveled to the wastewater plant, it is reasonable to grant the abatement requested, \$20,194.60.

**SUGGESTED ACTIONS / MOTIONS:** Move to abate \$20,194.60 of the current sewer bill dated April 27, 2023, for 566 Western Avenue, account number 1902S resulting in a net billing amount of \$2,944.14 and waive all interest accrued on remaining sewer bill.

**Other Action:** consider an abatement to the November 2023 billing after the bill is issued based on the 747gpd per day for the usage from April 1 to April 24, 2023.



**TOWN OF HENNIKER  
ORDINANCE CHAPTER 16a  
Permit Requirements  
for  
SPECIAL EVENTS**

**Adopted by the Town of Henniker  
DATE, 2023**

This ordinance replaces Chapter 15 Assemblies, Large originally adopted October 1, 1977; amended June 6, 1984

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This document is policy and intended to provide requirements for events to be held on town property. It is created to address the most frequently occurring and applicable codes and standards and is not all inclusive of every possible requirement. For additional information please contact the Henniker Town Hall.

## Findings and Declarations:

The Town of Henniker finds and declares that it is necessary for the protection of public health, safety and welfare of the general public and the inhabitants of the town that rules and regulation be established for the purpose of regulating indoor and outdoor special events on town property that include tents, large assemblies of the public, or impact town property and services to ensure the public health and safety, proper sanitary, fire, police, health and safety measures be provided to regulate such gatherings in accordance with the State of NH Fire Code, Building Code and National Electrical Code and Health Codes.

The Special Event **Permitting** process will enable local officials to anticipate and plan for municipal services that may be impacted when special events are held on **Town Property**.

- Public safety officials like police, fire and EMS chiefs can plan for adequate coverage when they know that an influx of people to the town can be expected.
- Plans for parking, traffic control, crowd control and emergency medical services can be addressed.
- Local businesses can better plan staffing and ordering of food and inventory when they are aware that a special event notification has been issued.
- Perhaps most importantly for local officials during the event, a notification process gives local officials a "point person" to whom they can go if a problem arises during the event that needs attention.

The policies represent the town's overarching requirements for the management of special events. In addition to these principles and policies, each public safety agency reviewing special events may have more specific requirements applicants must meet. Together, the policies and the department requirements help ensure events are managed in a way that keeps them in conformance with the principles.

## Principles:

Special events held on the **Town of Henniker Public property** will make a positive community contribution.

Events will:

- Take precautions to protect the health and safety of participants, residents, businesses, and visitors.
- Not adversely affect the long-term viability of permanent businesses.
- Avoid disruptions to other community events and activities held at the same time.
- Build upon and support existing Henniker community assets when possible.
- Seek to minimize adverse impacts on the community, neighborhoods, and essential public services.
- Create a positive experience for visitors and residents.

## Definitions:

**AHJ** – The authority having jurisdiction (AHJ) is that person or office charged with enforcing the Life Safety Code. In most situations, it is the fire chief or designee, unless the matter is a health or police matter in which case it is the respective department official.

**Canopy** – A temporary structure, enclosure, or shelter constructed of pliable materials which is open without sidewalls or drops on 75% or more of the perimeter.

**Certificate of Flame Resistance** – A certificate or affidavit that states the material has been treated in accordance with NFPA 701.

**Crowd Manager** – A person trained under NFPA or IFC requirements. Duties include keeping the aisles clear, ensuring max occupancy is upheld, and making sure that all entrances and exits are always clear and unobstructed.

**Cube Tap** – A grounded U/L listed adapter that converts one female connector into multiple female connectors.

**Flame Retardant** – An approved chemical compound or mixture which, when applied in an approved manner to any fabric or material, will render such fabric or material incapable of supporting combustion.

**Floor Plan** – A plan drawn to scale showing the proposed event layout and seating with locations of all aisles, exits, and fire protection equipment.

**Food Service Establishment-** As defined by RSA 143-A:3, IV means any fixed or mobile, attended or unattended restaurant; coffee shop; cafeteria; short order café; luncheonette; grill; tearoom; sandwich shop; soda fountain; tavern; bar; cocktail lounge; night club; roadside stand; industrial feeding establishment; food vending operation; private or public organization or institution, whether profit or non-profit, which routinely serves food; catering kitchen; commissary, or similar place in which food or drink is prepared for sale or for service on the premises or elsewhere; and any other eating or drinking establishment or operation in which potentially hazardous food is served or provided for the public with or without charge.

**Non-Residential Property:** Property primarily used for commercial, industrial, educational, or non-profit purposes and multi dwelling unit properties in excess of 2 family homes.

**Open Flames** – Torches, candles, and other devices using flames.

**Open Flame Cooking Device** – Sterno fuels, grills, stove tops, etc.

**Permitee** – Person or Organization named on Special Event Application

**Power distribution strip** – A grounded electricity distribution device containing overload protection that turns one AC wall outlet into several.

**Public Property:** Property owned by the Town of Henniker

**Residential Private Property:** Properties primarily of residential use including 1 and 2 family homes. See Definition of Non-Residential Property.

**Site Plan** – A plan illustrating the proposed parking, “no parking” areas, and traffic flow patterns.

**Special Events** – An event or series of events held for a limited period of time for a particular activity with an expected gathering of people whether indoors or outdoors that is defined in Applicability and Exemptions.

**Splitter or “Y” Tap** – A grounded U/L listed adapter in the form of a letter "Y", having two female cord connectors on one end and a male plug at the other end.

**Sponsor(s):** The organization or individuals requesting permission to hold the event.

**Temporary Membrane Structure:** A temporary ground-supported membrane-covered frame structure used to in outdoor events.

**Tent** – A temporary structure, enclosure, or shelter, either with or without sidewalls, constructed of fabric or pliable material.

**Triple or “W” Tap** – A grounded U/L listed adapter in the form of a letter "W", having three female cord connectors on one end and a male plug at the other end.

## Applicability and Exemptions Special Events on Town Property:

**Applicability – Special Event Permit Required:** Please consult with the administrative assistant at the town office: 603-428-3221 ext. 101 or 102. This includes events described in this section that are sponsored, organized, and funded by the Town of Henniker and its Committees. The purpose is to conduct the event with approval of all applicable Town of Henniker Public Safety appointees and Board of Selectmen.

- A. Events to be held on town property or streets expected to **draw a crowd of at least 100 or more people in an enclosed space (fenced, walls, limited exit) or 250 or more people in an open area.**
- B. Events that **will charge admission or vendor fees.** This may include but is not limited to craft fairs, food truck festivals, flea markets, concerts, festivals, parades, or other entertainment.
- C. Events that will serve or sell alcoholic beverages.
- D. Events that take place in **tents and/or temporary membrane structures in excess of 200 square feet and canopies in excess of 400 square feet used for the purpose of hosting gatherings of fifty (50) people or more.** Such events are also subject to **Tent Permits** in accordance with **NH State Fire Code, NFPA 1 Current Edition.**
- E. Events expecting more than one hundred (100) people within a town building or structure **that does not already have a Fire Department issued Assembly permit** in place for purposes including but not limited to luncheons, dinners, sporting events, carnivals, fairs, political rallies, performances, and private functions.
- F. Events of more than fifty (50) people within a tent, canopy, or temporary membrane structure for the purposes including but not limited to luncheons, dinners, sporting events, carnivals, fairs, political rallies, performances, and private functions. These events may be subject to Tent Permit application and inspection
- G. Any events held in **an area, space or structure used outside of its normal function or existing permitted use** (for example, a tennis court or courts for a stage, seating area, outdoor market, trade show, or exhibition) shall be considered a special event and shall meet the requirements of NH Saf-C 6000. (The Final Determination is made by the local AHJ or Designee.)

### Exemptions - Special Event Permit is NOT Required:

- A. Events with any size tent and expected to draw less than fifty (50) people.
- B. Funeral processions and/or memorial services and impromptu assemblies.
- C. These regulations do not apply to organized sporting events (such as youth soccer and baseball) that take place at the Town's athletic fields and are scheduled in advance through the Athletic Committee or any non-temporary, seasonal outdoor activities that take place on a daily or regular basis.

*\*For information on Special Events taking place on Nonresidential Private Property see  
SPECIAL EVENTS NOTIFICATION\**

## Special Event Standard Conditions:

- A. A Special Event Permit shall be obtained from the Town of Henniker in accordance with NH State Fire Code, NFPA 1 Current Edition prior to any special event. A permit shall be submitted at least sixty (60) days prior to the special event. All special events shall meet the requirements of the current adopted editions of the NH State Fire Code, Building Code, and National Electrical Code.
- B. All indoor venues shall not exceed their posted occupancy limit in accordance with their Place of Assembly Permit unless a Life Safety Evaluation has been performed by an independent third-party fire protection engineer.
- C. Site, floor, and electrical plans (if applicable) for any special event shall be submitted to the Henniker Town Hall, a minimum of sixty (60) days prior to the scheduled event. Final plans (if applicable) shall be submitted 7 days prior to the event. In the event of extenuating circumstances, the Fire Chief or Designee may waive the 60- and 7-day submittal requirements. The final determination shall be made by the Fire Chief or Designee.
- D. In accordance with NH State Fire Code NFPA 1 Current Edition a minimum of one **(1) trained crowd manager for every two-hundred fifty and (250) persons** in attendance in an enclosed or fenced off area at the special event. Crowd managers must submit proof of training with the event application. Should the applicant be unable to provide trained crowd managers, a Henniker Public Safety official will provide them at an additional charge for Special Detail.
- E. In accordance with NH State Fire Code NFPA 1 Current Edition. Standby fire personnel shall be provided **if required by the Fire Chief or Designee.**
- F. An event organizer or designee known to the Town shall be included on the Permit Application and shall be available on-site at all times during the activities. That person shall have the authority to require participants to alter or modify the events under orders from a Town of Henniker Public Safety Official or their designee.
- G. All event signs shall comply with the applicable provisions or the Henniker Zoning Ordinance at all times.
- H. It is the responsibility of the permittee to maintain the site in an orderly and clean manner during the event. It is the further responsibility of the permittee to clean up the entire area immediately following the event. All debris, trash, signs, and road markings shall be completely removed from Town-owned property within twenty-four (24) hours of the completion of the event. Any materials that are not cleaned up in a timely manner shall be subject to disposal by the Town at the expense of the permittee.
- I. The Permittee is responsible and liable for any damage that occur to Town property from the permitted activity. Any damage noticed prior to use should be reported to the Henniker Town Hall.
- J. Permittees shall provide the Town with a list of any hazardous materials that are planned to be used, including copies of material safety data sheets. The use of all such hazardous materials, if approved, shall be subject to strict compliance with all applicable regulations and any special conditions imposed by the Town.
- K. The sale of food or other items during a special event shall be subject to the Town's Ordinance Regulating Outdoor Vendors and Transient Sales. All applicants who will be utilizing cooking apparatus (other than warming devices or microwave ovens) must obtain approval from the Henniker Fire Department to ensure that such devices comply with applicable fire prevention and life safety codes. Also, any open burning (other than charcoal or a gas grill) must obtain a Fire Permit from the Henniker Fire Department as otherwise required by law.

- L. The sale or raffle tickets during special events will require a permit (available at Henniker Town Hall) in accordance with the provisions of RSA 287-A.
- M. Although the Board of Selectmen may regulate the possession and consumption of alcoholic beverages on Town-owned property on a case-by-case basis as they deem to be in the best interests of the Town; nothing in these regulations is intended to supersede or void the enforcement of state laws pertaining to the sale, possession, and consumption of alcoholic beverages.
- N. Approval of a special event consisting of showmen (per RSA 286:1), theatricals or parades (per RSA 286:2) shall constitute a special license as otherwise required by law. However, it shall be expressly understood that an applicant who receives approval for an outdoor special event under these regulations is not being issued a perpetual permit, license, contract, or any form of vested property rights as part of this process.
- O. The Town of Henniker does not prohibit or regulate the charging of admission fees, or the prices paid by participants or patrons for any outdoor special events.
- P. The Board of Selectmen may, using its sole discretion, issue approval for up to one(1) year- for outdoor special events for recurring activities; provided, however, the Selectmen reserve the right to amend the approval conditions from year-to-year as may be in the best interests of the Town.
- Q. The construction or erection of any new structures or electrical fixtures, including temporary items such as tents, bleachers. stages. etc., shall require a permit issued by the Building Inspector. The use of a tent as a place of assembly must also be approved by the Henniker Fire Department.
- R. It shall be the policy of the Town to facilitate the rights and freedoms of all people to exercise their constitutional rights for freedom of speech, religion, and the press, to bear arms, assemble peaceably and petition the government for a redress of grievances. However. the Board of Selectmen will not issue approval for an outdoor special event on Town property in which the participants or attendees are allowed to engage in sexually explicit conduct or disseminate obscene material as otherwise prohibited under RSA Chapter 650, or any activity that is contrary to the Henniker Zoning Ordinance or Selectmen's Policies.
- S. Portable bathroom facilities shall be required in accordance with the Portable Sanitation Associations International Special Event Chart (PSAI-Extended Chart) when fixed facilities may exceed their rated capacity or for outdoor events without access to adequate fixed facilities.
- T. Permittees shall have on the premises, or contiguous thereto, automobile space equal to 1/4 of the number of persons which the permit allows to attend the event. At the discretion of the Board of Selectmen or their designee, fewer parking spaces may be required.
- U. The permittee shall operate the event only on day(s) and during the hours specified in the permit and in accordance with town property rental policies.
- V. The permittee/promoter shall not sell, give, or distribute a greater number of tickets than the number which the permit allows to attend.
- W. No advertising without approval before permit granted. A person shall not advertise or announce by any means or medium the holding of such an event prior to the granting of a permit or approval.
- X. Illumination of area. Every permittee planning an event after dark, or planning to allow persons who attend the event to remain on the premises after dark, shall provide electrical illumination to ensure that those areas to be used may be lighted
- Y. For venues hosting **seasonal special events**, only one (1) permit application or (1) special event notification shall be required.

- Z. No permit granted under this chapter shall be transferable to another location, another person, entity, property, or another set of dates.

## **Violations and Penalties:**

Whenever in this chapter any act is prohibited or is made or declared to be unlawful or an offense or the doing of any act is required or the failure to do any act is declared to be prohibited, unlawful or an offense where no specific penalty is provided therefore, the violation of any such provision of this chapter shall be punishable by a fine not to exceed \$1,000. (RSA 641:2). This provision shall be enforceable by the Board of Selectmen.

## **Inspections Required**

Upon review of the application, any inspection as deemed required by the Board of Selectmen, Building Inspector, Health Officer or other Public Safety Official.

## **Police Requirements – NH RSA, Chapter 105, Police Officers, and Watchmen: Section 105:9**

- I. *Any person desiring to conduct a public dance, circus or carnival shall submit an application for police attendance at that function. Any person who conducts a public dance, circus, or carnival without first making application for police attendance at that function is guilty of a violation.*
- II. *The Chief of Police in any city or town, subject to the written approval of the Mayor and Board of Alderman, Board of Selectmen, or Licensing Board shall examine applications for police attendance at public dances, circuses and carnivals and determine if such attendance is necessary. If the Chief of Police decides police attendance is necessary, he shall detail one or more police officers to attend whose services shall be paid for by the applicant.*
- III. *The Chief of Police shall have the authority to assign police details to attend any public meetings or functions which he determines may potentially:*
  - a. *Involve traffic-related problems; or*
  - b. *Lead to public disturbance or public nuisance; or*
  - c. *Endanger public health, safety or welfare.*
- III. *The applicant or sponsor of any public meeting or function may be charged for the services of any police officers that may be detailed or assigned to that meeting or function, unless charges authorized by this section for the services of a police officer are waived by the Chief of Police when in his judgment such authorization does not conflict with an existing local ordinance or policy.*
- IV. *The Chief of Police, the Police Department, and any city, town, or political subdivision shall not be held liable for any decision not to detail police officers to attend any public meeting or function.*

## **Fire and Safety Protection**

### **Food and Cooking**

- A. Any booth, trailer, tent, or canopy using an open flame cooking device shall have a minimum of one (1) approved fire extinguisher with a 2A: 10B: C rating and a minimum of five (5) pounds of extinguishing agent. In addition, any booth, trailer, tent, or canopy using deep fat fryer/fryolator type cooking device shall also have a minimum of one (1) approved 6L (min) Class K fire extinguisher.

- B. All fire extinguishers shall be inspected annually and shall have an inspection tag indicating the same attached to the extinguisher.
- C. All individuals utilizing any type of cooking equipment shall be trained in the proper use of a fire extinguisher.
- D. All commercial cooking equipment located inside a trailer or fully enclosed booth, including food trucks and trailer complies with all NFPA 1 and Chapter 17 in NFPA 96 requirements. [See NFPA Food Truck Safety Fact Sheet](#)

## **Aisles, Seating, Pipe and Drape**

- A. All pipes and drapes shall have a certificate of flame resistance or affidavit provided for review and approval. All pipes and drapes shall be secured to prevent tipping.
- B. Aisle Width - The following minimum aisle widths shall be maintained in accordance with the NH State Fire Code, NFPA 1 and 101.
  - a. The width of aisles serving seating at tables shall be **no less than 44” in areas serving 50 persons** or more and **36” in areas serving 50 persons or less**.
  - b. Aisle widths may be required to be increased based upon the type of event and occupant load.
  - c. Where non-fixed seating is located between the table and the aisle, there shall be a minimum of 19” of clear space from back of chair to back of chair.
  - d. With standard seating, the spacing from the back of the chair to the front of the most forward-facing projection of the chair immediately behind shall be no less than 12” and increased 0.3” for every seat over 14.
- C. Indoor special event festival seating is **limited to the seated occupancy limit** unless a life safety evaluation has been performed by an independent third-party fire protection engineer and approved by the Henniker Fire Department.
  - a. Non-fixed seating (folding) chairs requirements
  - b. All non-fixed seating (folding) chairs shall be firmly secured together in groups of no less than three (3) and no more than seven (7). The chairs shall be secured at both the top and the bottom by either industrial tie wraps or other approved means.
- D. There shall be no more than 100 chairs in a row and there shall be a minimum aisle width of 22” from the back of the chair to the front of the most forward-facing projection of the chair immediately behind.

## **Theatrical Haze and Pyrotechnics**

- A. The use of theatrical haze, fog, or smoke machines inside a building is not permitted unless approved in advance by the Henniker Fire Department.
- B. The use of pyrotechnics is not permitted unless permits and approvals have been obtained from the NH State Fire Marshall’s Office in accordance with the NH State Fire Code.

## **Electrical Requirements:**

- A. No permanent electrical installations will be permitted for the purpose of holding a special event on town property.

- B. Temporary event specific electrical installations on town property shall only be permitted with approval of the Building Inspector and electrical permit obtained from the Building Inspector with the requirements of the National Electrical Code, Articles 518, 520, 525, and 590.
- C. When applicable, the electrician of record or the event coordinator shall supply a floor plan with a wiring schematic that shall include portable power distribution panel location(s), flexible cord locations and lengths, and locations of multi-appliance distribution centers.
- D. GFCI (Ground Fault Circuit Interrupter) protection shall be provided when applicable in accordance with the National Electrical Code.
- E. All extension cords shall be appropriately sized for the intended use. Extension cords shall be a minimum 14-gauge and grounded. The use of light weight extension cords less than 14-gauge or “zip cords” is strictly prohibited.
- F. All extension cords that are run within a means of egress or public way shall be secured and protected using an approved means, such as treadle, “yellow jackets”, or trenches.
- G. Extension cords shall serve only one appliance or fixture, unless appropriately sized and in conjunction with an approved multi-appliance distribution center with overload protection. The current capacity of the supply cord shall be not less than the rated capacity of the appliance(s) or fixture(s).
- H. Only UL-listed overload protected power distribution strips may be used for additional outlets.
- I. Power distribution strips connected in series “daisy-chained” are prohibited.
- J. Cube Taps, “Y” Taps & “W” Taps are permitted, when approved by the event electrician, to supply electricity to a maximum of 3 electronic appliances and when connected directly or by a single extension cord to an approved power distribution strip. The combined amperage usage shall not exceed the rating of the tap adapter, extension cord or power distribution strip.
- K. Portable generators shall be located five (5) feet or greater from booths, trailers, tents, and canopies in accordance with the NH State Fire Code, NFPA 1.

## **Application Procedures:**

### **For Special Events to be held on Town Property:**

- A. Applicant shall also complete Town Rental Agreement for events to be held at the Henniker Community Center, Grange Hall, or Angela Robinson Bandstand/Community Park. Special Events on other town public property may be subject to rental fees.
- B. Sponsors of special events must submit a completed application form (as attached hereto and incorporated herein) at least sixty (60) days prior to the start of the activity. No application will be accepted or approved for an outdoor special event that is submitted fewer than seven (7) days prior to the start of the activity.
- C. All applications shall be subject to review and recommendation by the Town Administrator, Police Chief, Fire Chief, Highway Superintendent, Parks and Properties Superintendent, Building Inspector, Health Officer within thirty (30) days of receipt of a completed application as determined by the Town Administrator, prior to being presented to the Board of Selectmen. Each Town Official is authorized to contact the applicant with requests for additional information as may be needed prior to submitting their recommendation.
- D. The Board of Selectmen reserves the right to deny permission for a special event they deem as not being in the best interests of the Town, in which case such denial shall be presented in writing with an

explanation or the reason(s). A denial may be issued under any or the following circumstances, although this list is not intended to be exclusive of any other valid cause for denial:

1. Past history of general lawlessness by participants and/or organizers. especially in the event of riots, public disturbances, or illegal activity.
  2. Undue liability as demonstrated by previous patterns of personal injuries, property damage or litigation against the Town, or in the absence of such previous patterns. a general sense of unacceptable risk.
  3. Previous failure to comply with the conditions imposed by the Town:
  4. Outstanding balance for previous public safety personnel special detail invoices.
  5. The absence of signed waivers or "release of claims" that are acceptable to the Town.
  6. A shortage of necessary public safety details, especially in the event of some other event taking place within the same time frame.
- E. All applicants shall be required to submit a certificate of insurance with each application that identifies the Town of Henniker as the certificate holder and additional insured for the outdoor special event. The minimum amount of coverage shall be one million dollars (\$1,000,000.00) per claim for general and automobile liability, provided, however, the Board of Selectmen may require up to five million dollars (\$5,000,000.00) of insurance coverage, depending on their assessment of the inherent risks involved. [NOTE: The Board of Selectmen may, using their sole discretion, approve a reduction or waiver of insurance coverage limits upon request, provided that the applicant provides evidence that they are certified by the IRS as a 501 (c)3 organization and the residents of Henniker are beneficiaries of the charitable organization's activities.
- F. The Board of Selectmen reserves the right to impose whatever conditions they deem essential for events on Town Property to ensure public safety and/or the protection of Town property, including, but not limited to imposing restrictions on the levels of noise, hours of operation, consumption of alcohol, requiring specific public safety measures, crowd controls, lighting, fencing, shelter, route, and traffic delineation, sanitary facilities, parking, and evacuation plans, and requiring a performance bond or surety deposit. etc. The Selectmen shall consider staff recommendations at the time conditions are determined; however, nothing herein is intended to obligate the Board to impose such recommendations or approve/deny a permit as recommended, nor prevent them from imposing conditions that are more or less stringent than the recommendations.
- G. The Board of Selectmen reserves the right to request a public hearing as part of the process to consider approval of an outdoor special event to be held on Town Property.

## **Fees and Deposits:**

**Special Event Permit Application Fees only apply to events to be held on Town Property.** Permit fees are designed to give an incentive for early submission. This allows Town officials to thoroughly review the application and give the applicant plenty of time to rectify any problems or issues that may arise. It is in the sponsor's financial and practical interest to apply as early as possible. This fees schedule does not guarantee that an application submitted less than 60 days prior to the event will be approved.

**Non-Profit Event:** Those events sponsored by a legally established non-profit organization or sponsored by individuals for community benefit without any participation by any for-profit vendors.

Fees listed are for one day events. \$50 per additional day shall be added to the one-day event fee for profit making events and \$0 per additional day shall be added to the one-day event fee for non-profit events.

|  | Application Submission |                         |
|--|------------------------|-------------------------|
|  | 90+ Days Before Event  | 60-89 Days Before Event |
| <b>Community Board or Committee Sponsored Event - No Fee</b> | \$0                    | \$0                     |
| <b>Non-Profit Event:</b>                                     |                        |                         |
| 0 – 500 expected attendance                                  | \$25                   | \$50                    |
| 500+ expected attendance                                     | \$25                   | \$50                    |
| <b>For Profit Events:</b>                                    |                        |                         |
| 0 – 500 expected attendance                                  | \$ 50                  | \$ 100                  |
| 500+ expected attendance                                     | \$ 75                  | \$ 150                  |

**Fee Waivers:** Fees do not apply to events sponsored by the Town of Henniker or official public bodies appointed by the Board of Selectmen. As a general policy, fees are not waived. Any request for a waiver must be made to the Henniker Board of Selectmen.

**Other Fees (if required):**

**Inspection Fees:** Inspections or site visits to notice Sponsor of a violation. A fee of \$35 per inspection shall be charged (not to exceed a cumulative amount of \$175)

**Police Fees:** If special duty police officers are deemed required a fee of Police Department Special Duty per hour, per officer, plus a vehicle fee as adopted by the Police Department.

**Facility Use Fees and Deposits:** Rental of Community Park, Community Building, Grange, or Ball parks subject to Selectmen’s Policies III.7 and III.8.

**Trash Removal Fees:** A fee of \$275 PER DAY will be charged to remove trash after a special event. The trash removal fee can be avoided if the applicant removes the trash themselves.

**Sanitation Fees:** Any special event held at a Town Park must have portable toilets. Market rates to be determined at the time of application. NO WEEKEND CLEANINGS. The Parks and Properties Department will determine the number of units needed based on expected attendance of an event listed on special event permit.

**Frequently Asked Questions:**

**Q. I’m hosting an event on private property. Do I need a special event permit?**

A. Special Event Notification may be required for events on Non-Residential Private Property. Special Event Permit is not required for events on residential private property; however, other permits may be required (ie: tent, fireworks)

**Q. I want to host an indoor/outdoor multi-vendor event at the Community Center and Park, and I charge vendor or booth fees. Do I need a special event permit?**

A. Maybe, events held in an area, space or structure used outside of its normal function or existing permitted use will require a permit. Does the event manger charge admission or vendor fees? Will

the event attract 250 people? The event may have an impact on town services and parking. Will alcohol be sold or served? Please consult with the Administrative Assistant at the town hall.

**Q. I want to get married at the Angela Robinson Gazebo and I expect to have less than 50 people in attendance. Do I need a Special Event Permit.**

**A.** No. Please be aware of other ordinances and policies.

## **Other Applicable Henniker Ordinances and Polices:**

### **Ordinance**

- Chapter 7 Alcoholic Beverages
- Chapter 71 Noise
- Chapter 50 Fireworks
- Chapter 56 Hawkers and Peddlers
- Chapter 120 Vehicles and Traffic
- Chapter 133 Zoning

### **Selectmen's Polices**

III.7 Rental of Community Ctr. Grange Hall and Bandstand/Community Park

III.8 Rental of Town Athletic Fields

IV.5 EMT/Ambulance Standbys Policy

IV.6 Towing Policy

## **Applications and Forms:**

The attached application and forms for Special Events shall be completed and submitted to the Henniker Town Hall for review and approval a minimum of Sixty (60) days prior to the special event.

- Application for Special Event Permit

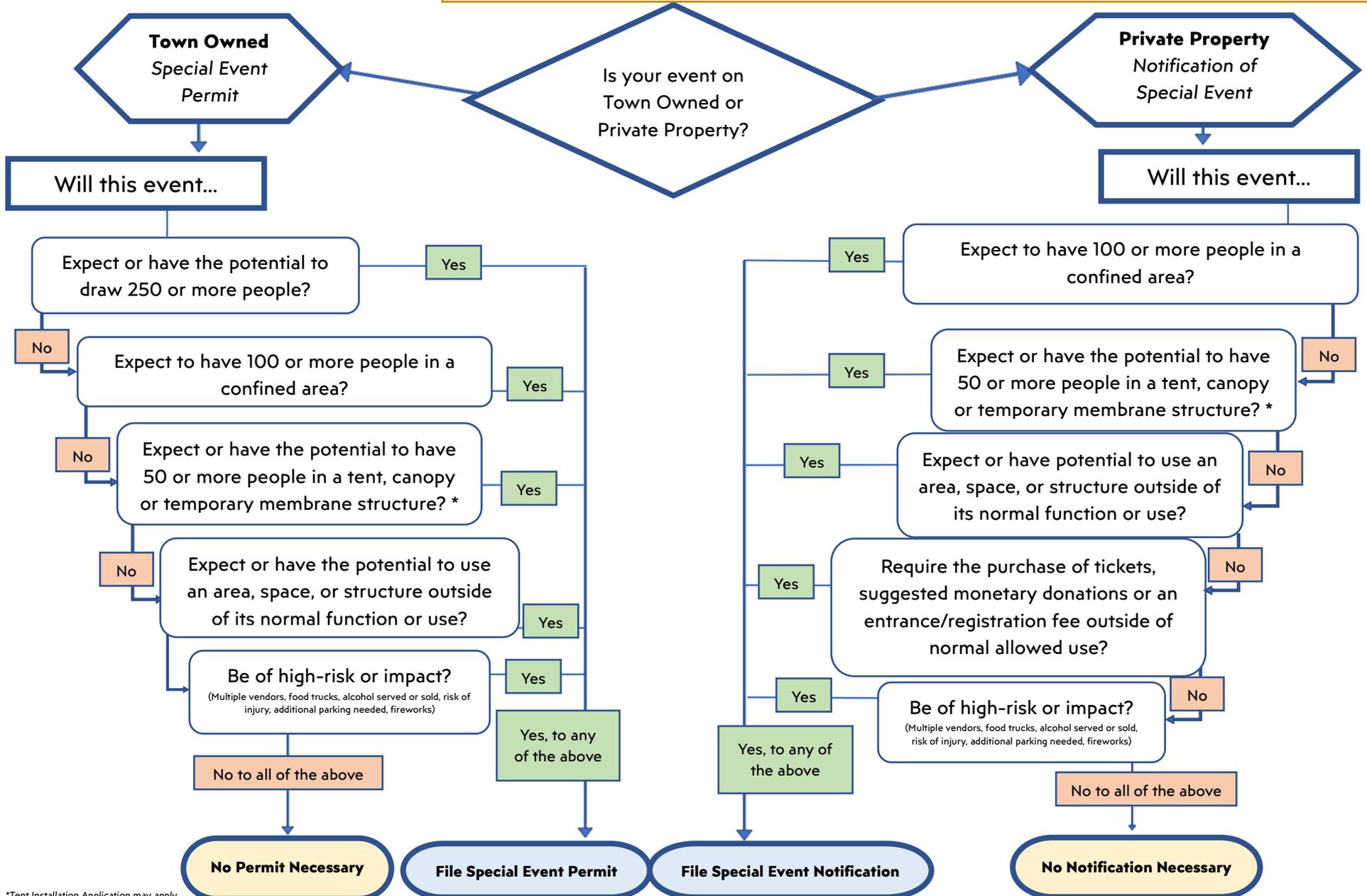
Other permits, waiver and approvals may be required:

- Assembly Occupancy
- Tent Permit (*Flame Resistant Permit*)
- Electrical
- Building Permit
- Updated Place of Assembly from Fire Department for indoor use
- Raffle
- Hawkers/Peddlers
- Town property rental application
- Fireworks
- Open Containers

# Special Events Flowchart

## Exemptions:

- Private gatherings on residential private property, not open to the public, no charge for admission.
- Events expected to draw less than 250 people and no tents or tents two hundred (200) square feet or under or canopies four hundred (400) square feet or under.
- Events on all properties with any size tent and expected to draw less than fifty (50) people.
- Funeral processions and/or memorial services and impromptu assemblies.
- Organized sporting events
- Events and gatherings on a non-profit organization property or non-residential private property that **is** a part of the normal function or course of business at the location.



\*Tent Installation Application may apply



## TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
Henniker, NH 03242  
Tel: (603) 428-3221

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# STAFF REPORT

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**DATE:** 6/30/2023

**TITLE:** Economic Development Committee Procedure Review

**INITIATED BY:** Diane Kendall, Town Administrator

**PREPARED BY:** Hank Bernstein, Administrative Assistant

**PRESENTED BY:** Diane Kendall, Town Administrator

**AGENDA DESCRIPTION:** At the June 20<sup>th</sup> BOS Meeting a motion passed to increase the number of citizen seats on the Economic Development Committee. The EDC charge states that the BOS shall appoint all members of this committee, while BOS policy states that Citizen Reps are to be nominated by the Town Moderator. This seems conflicting and confusing.

**LEGAL AUTHORITY:** -

**FINANCIAL DETAILS:** N/A

**BACKGROUND:** [Economic Development Committee Charge](#); [BOS Policy II.4 Town Committees and Boards](#) -

**TOWN ADMINISTRATOR COMMENT:** -

**TOWN MODERATOR COMMENT:** "I've never been asked to nominate anyone, and I'm not sure why that would be part of the policy. The moderator doesn't have any special knowledge in this area and doesn't have that responsibility with respect to any other committee."

**SUGGESTED MOTION:** Motion to remove the parenthetical from the Board of Selectman Policy II.4 Town Committees and Boards that states that Citizen Representatives of the Economic Development Committee will be nominated by the Town Moderator.

## **II.4 Town Committees and Boards**

Adopted August 2, 2005. Revised September 2, 2008; September 15, 2009; May 12, 2010; July 20, 2010; August 17, 2010; Feb. 15, 2011; July 19, 2011; Dec. 20, 2011, June 19, 2012; April 2, 2013, April 15, 2014, September 20, 2016, February 22, 2017, June 20, 2017, November 2, 2021, April 29, 2023, June 27, 2023

### **APPOINTMENT**

The following standing committees/Boards, and special committees (with set end dates), with the following maximum number of members, shall be appointed by the Henniker Board of Selectmen. Those committees with an asterisk (\*) will include a member of the Board of Selectmen:

**Athletic Committee for Youth** – 11\* (standing)

**Azalea Park / Riverwalk Committee** – 9 (standing) + 3 alternates

**Budget Advisory Committee** – 11 (standing)

**Byway Advisory Committee\*** – (standing\*, to include member of business community, NEC rep, selectman, planner and/or land use coord., Planning Board member, Conservation Commission member, Historical Society or Historic District Commission member, highway safety comm. Member, & paper mill restoration committee member)

**Capital Improvements Program Committee** – 11\* (standing; to include Planning Board, Budget Committee, School Board and residents)

**Community Center Activities Committee** – unlimited (standing)

**Community Concerts Committee** – 5 (standing)

**Conservation Commission** – 7\* + 3 Alternates (standing)

**Contoocook River Local Advisory Committee** – 1 (standing)

**Economic Development** – 9\* + 3 Alternates (standing) Planning Board Member, Conservation, Commission Member, Chamber of Commerce Rep, New England College Rep, & Four Citizen Reps. (~~to be nominated by the Town Moderator~~), and Three Alternates with the primary advisor (non-voting) being the Town Planning Consultant

**Energy Committee** – 7\* (standing)

**Fair Hearings Authority** – 3 (standing)

**Highway Safety Committee** – 11\* (standing; Automatically includes the Chief of Police, Fire Chief, Rescue Chief and Highway Dept. Head)

**Historic District Commission** – 7\* regular members and 5 alternates (standing)

**Municipal Records Committee** – 7\* regular members and 5 alternates (standing; to include Municipal Officer, Clerk, Tax Collector, Assessor & Treasurer and two Citizens)

**OHRV Committee** – 11\* regular members (standing; to include Chamber of Commerce Rep, Road Agent, Police Chief, Economic Development, two Contoocook ATV Valley Riders, two Conservation, two Citizen Reps. Est. 2-21-17

**Road Management Committee** – 9 regular members\* (standing; to include Road Agent, one Planning Board member and residents)

**Safety and Loss Prevention Committee** – 7\* (standing; Includes equal representation of employee & employer, representing the following departments: Admin., Highway, Fire, Wastewater/water, Transfer/parks & buildings, Police)

**Spirit of Henniker Organizational Team (S.H.O.T.)** – 13 (standing)

**Trails Committee** – 7 members (special committee; Includes a conservation commission member, one hiker enthusiast, one snowmobile enthusiast, one ATV enthusiast, one mountain bike enthusiast and two at large)

**Zoning Board of Adjustment** – 5 regular members and 5 alternate members (standing)

The Board of Selectmen shall generally appoint members of Boards, Committees or Commissions to three year terms or for the balance of the term held by a member who has resigned or been removed.

## Hank Bernstein

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**From:** Cordell Johnston [REDACTED]  
**Sent:** Wednesday, June 28, 2023 3:08 PM  
**To:** Hank Bernstein  
**Subject:** Re: EDC Procedure Questions

Yes, feel free to include that. Thanks!

Cordell

On Wed, Jun 28, 2023 at 3:05 PM Hank Bernstein <[hank.bernstein@hennikernh.gov](mailto:hank.bernstein@hennikernh.gov)> wrote:

Good afternoon, Cordell,

You are correct in your assumption- the language of the moderator nominating committee members was there before the meeting. I believe it has been there since 2017.

I would like to suggest that the board remove the language that has the moderator nominating committee members. May I include your comment as "I've never been asked to nominate anyone, and I'm not sure why that would be part of the policy. The moderator doesn't have any special knowledge in this area and doesn't have that responsibility with respect to any other committee."

Thank you again,

-Hank

---

**From:** Cordell Johnston [REDACTED]  
**Sent:** Wednesday, June 28, 2023 2:53 PM  
**To:** Hank Bernstein <[hank.bernstein@hennikernh.gov](mailto:hank.bernstein@hennikernh.gov)>  
**Subject:** Re: EDC Procedure Questions

Hi, Hank--

Yes, that is confusing. Did the selectmen amend the policy on June 20 to add the reference to nomination by the moderator, or was that language always there? It looks like it was always there--but **I've never been asked to nominate**

anyone, and I'm not sure why that would be part of the policy. The moderator doesn't have any special knowledge in this area, and doesn't have that responsibility with respect to any other committee.

The two documents are clearly inconsistent, so I think you'll need to call it to their attention and ask them what they want to do; they should amend one document or the other. As I said, I don't think it makes sense for the moderator to nominate committee members, and I'm not really interested--but I'll do it if they want me to!

Cordell

On Wed, Jun 28, 2023 at 10:01 AM Hank Bernstein <[hank.bernstein@hennikernh.gov](mailto:hank.bernstein@hennikernh.gov)> wrote:

Good morning, Cordell,

I am working on a staff report, and I would like to be able to include a comment from you if you have one.

At the 06/20/2023 Board of Selectmen meeting a motion passed to increase the number of citizen representatives on the Economic Development Committee from two to four. The EDC charge says the BOS shall appoint the members of this committee; however, BOS policy say that the Citizen Reps are to be nominated by the Town Moderator. These seem conflicting and I believe further discussion is in order.

Do you have any insight or comments on this matter?

Thank you very much,

Hank Bernstein

Town of Henniker

Land Use and General Administrative Assistant

[hank.bernstein@hennikernh.gov](mailto:hank.bernstein@hennikernh.gov)

18 Depot Hill Rd.

Henniker, NH 03242

# PAST MEETING MINUTES

**DRAFT**

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.



**Town of Henniker  
Board of Selectmen NON-PUBLIC SESSION  
Tuesday July 11, 2023, 5:30PM  
Henniker Community Center**

**Members Present:** Chairman Kris Blomback, Vice-Chairman Bill Marko, Selectman Jeff Morse, Selectman Scott Osgood  
**Member's Excused:** Selectman Neal Martin  
**Town Administrator:** Diane Kendall  
**Recording Secretary:** Hank Bernstein  
**Guests:** Rescue Chief Greg Aucoin

**NON-PUBLIC:**

**Motion to enter Nonpublic Session made by Chairman Blomback, seconded by Selectman Morse. Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

Roll call vote to enter nonpublic session: **Kris Blomback, yes; Bill Marko, yes; Jeff Morse, yes; Scott Osgood, yes.** Public meeting recording stopped. Entered nonpublic session at **5:32PM**.

Chief Aucoin came before the Board to discuss the compensation of Joe Walsh. Mr. Walsh changed positions right before the time that he would have been due for a step increase, and missed thus missed that change. Chief Aucoin shared the Mr. Walsh has taken all required courses, as well as taking extra courses. Chief Aucoin shared that Mr. Walsh and Will Amos are critical to the Fire and Rescue Squads. The Town has already invested a lot in training for Mr. Walsh, and other places are hiring step 1 at Henniker's step 3. Chief Aucoin noted that this will not affect the budget for this year. TA Kendall noted that Mr. Walsh stepped up as Chairman of the Safety Committee. **Selectman Marko moved that Joe Walsh be moved from step 1 (22.58) in his wage scale to step 3 (24.33) in his wage scale on July 24, 2023, seconded by Selectman Osgood. The motion passed unanimously.**

**Motion to leave Nonpublic Session made by Selectman Marko, seconded by Selectman Morse. The motion passed unanimously.**  
Public session reconvened at **5:38PM**.

Respectfully submitted,

Hank Bernstein  
Minute Taker

Minutes Approved:

**DRAFT**

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.



**Town of Henniker  
Board of Selectmen Meeting  
Tuesday, July 11, 2023, 5:30PM  
Henniker Community Center**

**Members Present:** Chairman Kris Blomback, Vice-Chairman Bill Marko, Selectman Neal Martin, Selectman Jeff Morse, Selectman Scott Osgood

**Member's Excused:**

**Town Administrator:** Diane Kendall

**Recording Secretary:** Hank Bernstein

**Guests:** See attached Sign-In Sheet

**NONPUBLIC**

**Item #1 - 5:30 pm Greg Aucoin, Rescue Chief – Compensation of employee - RSA 91-A:3, II (a)**

**Motion to enter Nonpublic Session made by Chairman Blomback, seconded by Selectman Morse.**

**Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

Roll call vote to enter nonpublic session: **Kris Blomback, yes; Bill Marko, yes; Jeff Morse, yes; Scott Osgood, yes.** Public meeting recording stopped. Entered nonpublic session at **5:32PM**.

Chief Aucoin came before the Board to discuss the compensation of Joe Walsh. Mr. Walsh changed positions right before the time that he would have been due for a step increase, and thus missed that change. Chief Aucoin shared that Mr. Walsh has taken all required courses, as well as taking extra courses. Chief Aucoin shared that Mr. Walsh and Will Amos are critical to the Fire and Rescue Squads. The Town has already invested a lot in training for Mr. Walsh, and other places are hiring step 1 at Henniker's step 3. Chief Aucoin noted that this will not affect the budget for this year. TA Kendall noted that Mr. Walsh stepped up as Chairman of the Safety Committee. **Selectman Marko moved that Joe Walsh be moved from step 1 (22.58) in his wage scale to step 3 (24.33) in his wage scale on July 24, 2023, seconded by Selectman Osgood. The motion passed unanimously.**

**Motion to leave Nonpublic Session made by Selectman Marko, seconded by Selectman Morse. The motion passed unanimously.**

Public session reconvened at **5:38PM**.

**Item #2 - 5:40 pm Deb Aucoin, Town Clerk /Tax Collector, Review of deeding list - RSA 91-A:3, II (c)**

**Motion to enter Nonpublic Session made by Selectman Marko, seconded by Selectman Jeff.**

**Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board, unless such person requests an open meeting. This exemption shall extend to include any application for assistance or tax abatement or waiver of a fee, fine or other levy, if based on inability to pay or poverty of the applicant.

Roll call vote to enter nonpublic session: **Kris Blomback, yes; Bill Marko, yes; Neal Martin, yes; Jeff Morse, yes; Scott Osgood, yes.** Public meeting recording stopped. Entered nonpublic session at **5:39PM**.

[Sealed]

## DRAFT

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**Motion to leave Nonpublic Session made by Selectman Marko, seconded by Selectman Morse. The motion passed unanimously.**

Public session reconvened at **6:16PM**.

**Selectman Marko motioned to seal the minutes, seconded by Selectman Morse**, because it was determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board.

Roll call vote to seal the minutes: **Kris Blomback, yes; Bill Marko, yes; Neal Martin, yes; Jeff Morse, yes; Scott Osgood, yes. The motion passed unanimously.**

### **RETURN TO PUBLIC SESSION/PLEDGE OF ALLEGIANCE**

Chairman Kris Blomback opened the meeting with recitation of the Pledge of Allegiance and called the meeting to order at 6:23pm.

### **ANNOUNCEMENTS**

**Item #3 - Henniker resident Jean Colby has accepted the full-time position of Finance and Human Resources Assistant Grade 15 Step 4. Welcome Jean!**

**Item #4 - Eric Edwards, Henniker Wastewater Treatment Plant, has successfully completed the NH Certification as a Wastewater Treatment Facility Operator, Grade 2. Congratulations Eric!**

**Item #5 - Alex Marko accepted Highway position driver/equipment operator/laborer. Welcome Alex!**

- **Chairman Blomback announced that Henniker's own crossing guards, Ms. Susan and Mr. Lester were recognized on NH Chronical. <https://www.wmur.com/article/nh-chronicle-the-art-of-spreading-joy-to-others/44466063>**

### **CONSENT AGENDA**

**Item #6 - Selectman Marko motioned to approve the Consent Agenda July 11, 2023, seconded by Selectman Osgood. The motion passed, unanimously.**

### **PUBLIC COMMENT #1**

Leo Aucoin, of Gulf Road, commented in consideration to the businesses in the community, and how food trucks impact them. He shared that there wasn't a parking space in Town on July 4<sup>th</sup>. He believes this is due to the Concerts, and that the food trucks take away from local businesses.

Riché Colcombe, a Hillsboro resident, asked to speak. A non-Henniker resident requires Board approval to make public comment. By 4-1 vote (Selectman Marko objecting) Ms. Colcombe was allowed to give public comment. Ms. Colcombe had submitted a letter, with her biggest objection being how the OHRV Committee meeting was conducted. She stated that she has a recording of the meeting. She stated that public session was closed, the Chairman of the Committee had accepted the last public comment. After hearing a motion to adjourn Leo Aucoin sat out and imposed his authority as Road Agent to push for a motion to close Gulf Road to OHRVs. Ms. Colcombe stated that she did not get an equal opportunity to voice her opinion and would like the Committee to revisit that discussion.

Tia Hooper, of Hillside Drive, asked clarifying questions about the recording of that meeting.

### **APPOINTMENTS WITH THE BOARD:**

**Item #7 - Leo Aucoin, Resident – Gulf Road Removal from OHRV Trails**

Leo Aucoin, of Gulf Road, said that the noise coming from the OHRVs on Gulf Road has lowered his quality of life. He shared that there is a trail that bypasses Gulf Road. He further discussed his behavior at the OHRV meeting, stating that

## DRAFT

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he spoke up when Chairman Morse was closing the meeting because his concerns had not been discussed. He also recommended that Henniker limit the maximum size of machines, similar to how Hopkinton does.

Chairman Blomback shared that the OHRV committee was established to deal with issues like this. He noted that the committee was not given enough time to work on this item. There was further discussion about residents being similarly affected on Dodge Hill Road.

Selectman Marko noted a suggestion of closing the trails on Sunday so the residents next to the trails could have relief one day a week.

Discussion ensued. **Selectman Marko moved that the OHRV Committee meet once in August and once in September to address the issues brought up at the BOS Meeting of July 11<sup>th</sup>, 2023, Chairman Blomback seconded. Motion carried unanimously.**

### **Item #8 - Holly Senay and Dan Gearan New England College – NEC Inauguration Event 9/30/23 Assembly Permit Approval Including Fireworks**

**Selectman Martin recused himself from discussion.**

Mr. Gearan shared that typically assembly permits are procedural, but because NEC is planning to have fireworks there is more discussion, and that he and Ms. Senay are present to answer any questions. Selectman Marko noted that some citizens have expressed concerns that the fireworks will affect their animals. Mr. Gearan shared that they plan on giving as much advanced notice as possible, and that the fireworks display will be about five minutes. **Selectman Marko moved to approve the permit for display of fireworks and authorize the Chairman, Kris Blomback, to sign the permit on behalf of the Selectboard, Selectman Morse Seconded. Motion carried 4-0-1 (Selectman Martin recused).**

**Selectman Marko moved to approve the Assembly Permit for NEC's Fall Festival, seconded by Selectman Osgood. Motion carried 4-0-1 (Selectman Martin recused).**

### **Item #9 - Andrew Kellar, New Hampshire Solar Garden – Solar Project - PILOT Program Introduction**

Mr. Kellar came before the Board to discuss a Solar Project and answer questions. Mr. Kellar requested Payment in Lieu of Taxes (PILOT), and without it the project would not be able to move forward. Selectman Morse noted that it seemed odd that this project would not pay taxes normally and noted that if a different project were there it would bring in a lot more tax revenue. Mr. Kellar noted that this project increases the value of the community and that they are looking for members that want to save money on their electric bill. He also noted that no other town had denied their PILOT program.

Much discussion ensued. For the purpose of moving forward, **Chairman Blomback moved to establish the PILOT at \$7,500. Without a second the motion died.** Members of the Board wanted further information before moving forward. Mr. Kellar offered a path forward- that he would provide a list of Towns and get values from Avitar and Sansoucy (Henniker's utility accessors). **Selectman Martin moved to table discussion until those items are received, seconded by Selectman Morse. Motion carried unanimously.**

### **Item #10 - Frank Chen, Way Investments – 566 Western Avenue Sewer Abatement Request**

Mr. Chen shared that there had been a water burst last summer at 566 Western Avenue. When that was fixed he believed the problem to be solved, but it turned out there were many smaller leaks along the way. Mr. Chen noted that Jim Donison, of the Water Department, was very helpful in locating these leaks. Mr. Chen noted that the sewer bill is based off the water bill, but it is not actually water going to the plant to be treated. Discussion ensued on how many gallons should be abated and how to base decision on that daily usage. **Selectman Marko moved to table discussion until the Board received substantial data on daily usage, seconded by Selectman Morse. Motion carried unanimously.**

## **NEW BUSINESS**

### **Item #11 - Rich Slager, Wastewater Superintendent – Wastewater Update**

## DRAFT

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Supt. Slager gave an update of the Wastewater Department. He noted that the new employee is doing very well, and the other employee is working very hard. Supt. Slager shared that the press has been down since June 6<sup>th</sup>. The press is old and difficult to deal with, but the new part should be coming in the following week.

### **Item #12 - Greg Aucoin, Rescue Chief – New Deputy Chief**

Chief Aucoin came before the Board looking for confirmation of the new Deputy Chief, and highly recommended Stephen Lorenze. Chief Aucoin noted that Mr. Lorenze shows dedication and does an exemplary job meeting the needs of the town. **Selectman Marko moved to confirm Stephen Lorenze as the new Deputy Chief of Henniker Rescue Squad, seconded by Selectman Morse. The motion carried unanimously.**

### **Item #13 - Leo Aucoin, Highway Superintendent – Bear Hill Road Dirt Section Removal from OHRV Trails**

Supt. Aucoin recommended that the Selectboard eliminate the use of OHRVs on the dirt portion of Bear Hill Road. He noted that there have been 33 crashes at this location, and it stretches less than half a mile. It's a hard turn with a 10 degree slope. Keith DeMoura, President of the ATV Club, spoke on this matter. He noted that the club has closed this portion of road for the remainder of the season because it is a difficult stretch of road. Supt. Aucoin stated that the decision should be left to the Board of Selectmen, not the ATV club. Mr. DeMoura assured the Selectboard that this portion of the road will remain off limits to ATV's until at least the start of the next season.

### **CONTINUED BUSINESS:**

#### **Item #14 - Chapter 16 Special Event Permits and Notification Requirements – 2nd reading**

TA Kendall noted edits from the Fire Chief, particularly the addition of a permit requirement for groups of 100 or more people in an area with limited exits. There was also discussion about theatrical fog, which does require permission from the Fire Department if being used indoors.

Discussion was opened to the public. Monica Rico asked how this policy will apply to the events she has already booked for this year. This policy will only start applying to new events once approved. Discussion ensued.

**Chairman Blomback moved to continue the Second Reading at the Board of Selectman meeting on August 1<sup>st</sup>, 2023, seconded by Selectman Marko. Motion carried unanimously.**

### **PAST MEETING MINUTES**

**Item #15 - Acceptance of Board of Selectmen SEALED non-public session meeting minutes May 16, 2023, 6:00p.m. – Hiring Deputy Clerk/Tax Collector**

**Item #16 - Motion to unseal the Board of Selectmen SEALED non-public session meeting minutes May 16, 2023, 6:00 p.m.**

**Item #17 - Acceptance of Board of Selectmen meeting minutes June 20, 2023, 5:30 p.m.**

**Item #18 - Acceptance of Board of Selectmen non-public session meeting minutes June 20, 2023, 5:30 p.m. – Finance Director**

**Item #19 - Acceptance of Board of Selectmen SEALED non-public session meeting minutes June 20, 2023, 5:42 p.m. – Finance and HR Assistant**

**Item #20 - Motion to unseal the Board of Selectmen SEALED non-public session meeting minutes June 20, 2023, 5:42 p.m.**

**Item #21 - Acceptance of Board of Selectmen SEALED non-public session meeting minutes June 20, 2023, 6:00 p.m. – Highway Hiring**

**Item #22 - Motion to unseal the Board of Selectmen SEALED non-public session meeting minutes June 20, 2023, 6:00 p.m.**

**DRAFT**

Disclaimer – The following are Draft Minutes, which could include errors and are subject to change upon approval of the Select Board.

**Chairman Blomback moved to accept the: SEALED non-public session meeting minutes May 16, 2023, 6:00p.m., meeting minutes June 20, 2023, 5:30 p.m., non-public session meeting minutes June 20, 2023, 5:30 p.m., SEALED non-public session meeting minutes June 20, 2023, 5:42, SEALED non-public session meeting minutes June 20, 2023, 6:00, as well as unseal the: SEALED non-public session meeting minutes May 16, 2023, 6:00 p.m., SEALED non-public session meeting minutes June 20, 2023, 5:42 p.m., SEALED non-public session meeting minutes June 20, 2023, 6:00 p.m., seconded by Selectman Marko. The motion carried unanimously.**

**COMMUNICATIONS**

**Item #23 - Town Administrator: TA Kendall reported to the Selectboard. She reminded the Town that Transfer Station employees can inspect loads and are there to direct people to the proper piles. Please listen to their instructions. She also shared that corrections has begun cleaning up Old Concord Road.**

**Item #24 - Selectmen Reports:**

Chairman Blomback reported that the EDC meets the next day, and the PFAC had no July meeting. Concert Committee could be heard from the meeting.

Vice-Chairman Marko reported on the SWDARAC which is received a lot of good information.

Selectman Martin reported on the Safety Committee meeting. He did not attend that meeting but reported that Joe Walsh was voted Chairman and Will Amos was voted Vice-Chairman.

Selectman Morse had nothing to report.

Selectman Osgood reported that the Broadband Committee is issuing an RFP to extend internet to the 120 properties that do not receive it, and the Conservation Commission is still looking for a Forester.

**PUBLIC COMMENT #2:**

Joan O’Connor, of Echo Lane, shared disapproval of being recorded during the OHRV meeting without being informed. She also shared that there was an amazing report done by the Friends of Mink Hills. She thanked the Board for adding more OHRV meetings.

Nancy DeMoura, of Henniker, first noted the Leo Aucoin is a very good Highway Superintendent. She wished the Mr. Aucoin was present at that time to hear fully what she had to say. Ms. DeMoura disapproved of Mr. Aucoin’s behavior at the OHRV Committee meeting.

Selectman Osgood moved to adjourn at 9:45 PM, seconded by Selectman Morse. Motion carried unanimously.

Respectfully submitted,

Hank Bernstein  
Minute Taker

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: July 11, 2023

\*PLEASE PRINT\*

| Name                   | Address             |
|------------------------|---------------------|
| Greg Aucoin            | 58 Fairview         |
| Jim Morse              | Henniker            |
| Riché Colcombe         | Hillsboro           |
| Beth Patenaude         | Henniker            |
| Dan Gorman             | NEC                 |
| Holly Senay            | NEC                 |
| Frank and Cynthia Chen | 566 Western         |
| KEITH DEMOURA          | WESTERN AVE         |
| Douglas Popp           | New Boston          |
| Richard Sizer          | Gloucest            |
| Robert Hamner          | Bradford Rd         |
| Andrew Keller          | NH 56               |
| Chris Woodbury         | 133 Ridgely Ln      |
| Frank Chen             | 566 Western Ave     |
| Tina Hooper            | 258 Hillside Drive  |
| Susan Dennis           | 191 Browns Way      |
| Jody Whelton           | Henniker, NH        |
| Thomas Butters         | Henniker            |
| Matt Freund            | Henniker            |
| Nancy DEMOURA          | Henniker            |
| Declan Matheson        | 488 Roy Rd Henniker |



Meeting: BOARD OF SELECTMEN

Date: July 11, 2023

\*PLEASE PRINT\*

Name

Address

| Name             | Address               |
|------------------|-----------------------|
| Cathy Doherty    | 458 Ray Rd Henniker   |
| MONICA RICO      | BARN ROAD<br>HENNIKER |
| TIM AUSTIN       |                       |
| Joan O'Connor    | 7 Echo Lane           |
| Thomas Petermann | Henniker              |

"The only Henniker on Earth."



## Office of the Town Administrator

To: Board of Selectmen, employees, volunteers, and Town of Henniker  
From: Diane Kendall, Town Administrator  
Date: August 1, 2023  
Ref: **Town Administrator's Report**

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We have issued RFP's for the Craney Hill Communication Tower and Broadband Improvement.

We are working on renewal of an agreement with Bradford for ambulance services.

We applied for \$1.5 million dollars in Clean Water State Revolving Funds. A 2023 Draft priority list ranks Henniker WWTF Upgrade Supplemental funding 7<sup>th</sup> making the town eligible for \$425,000 in principal forgiveness. A hearing is scheduled for August 3<sup>rd</sup>. These funds will make up the shortfall in funding for the project because cost increases since the project was first estimated. The Energy Committee is proposing a lighting replacement at the Waste Water treatment facility.

The town may pursue FEMA reimbursement for road damages incurred in the July 10<sup>th</sup>-16<sup>th</sup> storms. Property owners with damage from the storm may contact regional inspector Jessica Shultz 603-271-4188.

Thank you, Leo Aucoin, for tour of most of the Henniker roads and the Liberty Hill Rd. culvert replacement. People may also notice the new crosswalk rapid flashing beacon at the corner of Post Office Place and Maple Street has been installed.

The Solid Waste Disposal and Recycling Advisory Committee is reviewing the current ordinance and preparing to host a public information session about disposal and recycling. Household Hazardous Waste Day has been scheduled for October 14<sup>th</sup> from 9am to 1pm. Please also remember the Transfer Station will be closed for Labor Day Saturday September 2<sup>nd</sup> and Sunday the 3<sup>rd</sup>.

The Finance Department will soon begin reviewing the town financial chart of accounts and preparing to present 2024 budgeting materials to all departments. The Board of Selectmen will be tasked with establishing broad goals for the 2024 budget.

State and NHMA:

- [2023 NHMA Legislative Bulletin 25 | New Hampshire Municipal Association \(nhmunicipal.org\)](https://nhmunicipal.org/2023-nhmla-legislative-bulletin-25/)
- [state aid to municipalities.pdf \(nhmunicipal.org\)](https://nhmunicipal.org/state-aid-to-municipalities.pdf)
- [NHMA Important Dates Calendar](#)
- [OSI Planning and Zoning Training | Planning Division | NH Office of Strategic Initiatives](#)
- [Town by Town Public Tax Rates](#)
- [2023 Local Officials Workshop](#)

- [Academy for Good Governance](#)
- [Events and Training](#)

Warm regards,  
*Diane Kendall*  
Town Administrator

# CORRESPONDENCE

**From:** Dennis Ernest Vaillancourt©  
Linda Ann Vaillancourt©  
c/o 400 Dodge Hill Road  
Henniker, New Hampshire  
Postal code [03242]

**To:** Town of Henniker, NH  
c/o Debbie Aucoin, tax collector  
18 Depot Hill Rd.  
Henniker, NH 03242

Received by  
TOWN OF HENNIKER

JUL 13 2023

**To:** Town of Henniker, NH  
c/o Assessor's Office  
18 Depot Hill Rd.  
Henniker, NH 03242

SELECTMEN'S OFFICE

**To:** New Hampshire Department of State  
Secretary of State David M. Scanlan  
State House Room 204  
107 Main St.  
Concord, NH 03301

**To:** NH Department of Justice  
Attorney General John Formello  
33 Capital St.  
Concord, NH 03301

**To:** New Hampshire Supreme Court  
Clerk of Court Tim Gudas  
One Charles Doe Dr.  
Concord, NH 03301

**Date:** July 10, 2023

Notice to Principal is Notice to Agent, Notice to Agent is Notice to Principal.

**DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES  
PRIOR TO VALIDATION OF PURPORTED DEBT**

Dear Town of Henniker, NH Assessor,

Upon further investigation and research we, Dennis Ernest© and Linda Ann©, believe that the Town of Henniker, NH is engaged in criminal activity by "forcing" us, Dennis Ernest© and Linda Ann© to pay a "residential tax" on our "privately" owned property. We, Dennis Ernest© and Linda Ann© have submitted to you, and other officials; documents, notices, and laws regarding the tax imposed on us which we, Dennis Ernest© and Linda Ann© are exempt from "automobile" tax [registration], "residential" tax [private property], "income" tax [federal, state, and local] just to mention a few.

Bear in mind that we, Dennis Ernest© and Linda Ann© are **not** U.S. Citizens as we, Dennis Ernest© and Linda Ann© are "Sovereigns" as we, Dennis Ernest© and Linda Ann© are "utilizing" our organic constitutional guarantees in which we, Dennis Ernest© and Linda Ann© have submitted to you, and other officials copies of our; certified, recorded, and published documents of our "political status." We, Dennis Ernest© and Linda Ann© are **not** in your jurisdiction as we, Dennis Ernest© and Linda Ann© are on the land and soil.

We, Dennis Ernest© and Linda Ann© continue to wait for the "contract" requiring us to pay so that we, Dennis Ernest© and Linda Ann© may read and examine the "contract" for without a "contract" the Town of Henniker, NH or you has no authority to impose such a tax or to even contact us.

Therefore, Pursuant to the Fair Debt Collection Practices Act, **15 U.S. C. 1601, 1692 et seq.** This constitutes timely written notice that we, Dennis Ernest© and Linda Ann© decline to pay the attached erroneous purported debt which is unsigned and unattested [copy enclosed], and which we, Dennis Ernest© and Linda Ann©, discharge and cancel in its entirety, without dishonor, on the grounds of breach, false representation, and fraud. Thus making the purported debt **null and void** unless you and the Town of Henniker, NH can prove otherwise.

**15 U.S.C. 1692 (e)** states that a false, deceptive, and misleading representation, in connection with the collection of any debt, includes:

#1 the false representation of the character or legal status of any debt

#2 further makes a threat to take any action that cannot legally be taken, a deceptive practice.

Such Notice omits information which should have been disclosed; such as vital citations, disclosing the agency's jurisdictional and statutory authority. Said Notice further contains false, deceptive, and misleading representations, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to us and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his / her property and their prerogative rights, resulting in a legal injury.

Pursuant to **15 U.S.C. SS 1692 (g) (4) Validation of Debts**, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that we, Dennis Ernest© and Linda Ann© owe this alleged debt, this is a demand that, within ten [10] days, you provide such validation and supporting evidence to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been met, and your claim is validated, you have no jurisdiction to continue any collection activities.

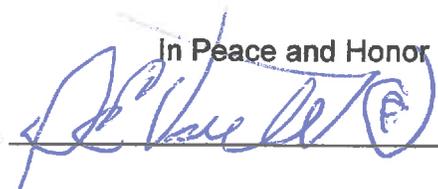
This is a constructive notice that, absent the validation of your claim within ten [10] days, you must cease and desist any, and all collection activity and are prohibited from contacting us, through the mail, by telephone, in person, at my home, or at Linda Ann© work. You are further prohibited from contacting her employer, our bank, or any other third party. Each, and every attempted contact in violation of this Act, will constitute harassment and defamation of character and will subject your agency and / or board, and any and all agents in his / her / their individual capacities, who take part in such harassment, and defamation, to a liability for actual damages, and a further liability for legal fees to be paid to any counsel which we, Dennis Ernest© and Linda Ann© may retain.

Further, absent such validation of your claim, you are prohibited from filing any notice of lien and / or levy and are also barred from reporting any derogatory credit information to any Credit Reporting Agency, regarding this disputed purported debt.

Further, pursuant to the Fair Debt Collection Practices Act, **15 U.S.C. 1692 (g) (8)** as you are merely an "agency," or board, acting on someone else's behalf this is a demand that you provide the name of the original "principal," or "holder in due course," for whom you are attempting to collect this debt. Should you fail to provide the necessary information requested, then you are in violation of your own laws and thus must cease and desist in threatening, coercing, or forcing us to comply.

All rights reserved – Without prejudice

In Peace and Honor

By: 

Dennis Ernest Vaillancourt©

Secured Party Creditor for

DENNIS E. VAILLANCOURT©

By: 

Linda Ann Vaillancourt©

Secured Party Creditor for

LINDAA. VAILLANCOURT©

Town of Henniker  
 18 Depot Hill Rd  
 Henniker, NH 03242  
 Temp - Return Service Requested

VAILLANCOURT DENNIS  
 VAILLANCOURT LINDA  
 400 DODGE HILL ROAD  
 HENNIKER, NH 03242

**2023 HENNIKER PROPERTY TAX -- BILL 1 OF 2**

Invoice: 2023P01031807  
 Billing Date: 06/05/2023  
 Payment Due Date: 07/10/2023  
 Amount Due: \$ 2,601.00

**8% APR Charged After 07/10/2023**

PLEASE SEE BACK OF THIS TAX BILL FOR MORE INFORMATION ON RSA 76:11-a

| Property Owner                                   |         | Assessments               |         |
|--|---------|---------------------------|---------|
| Owner: VAILLANCOURT DENNIS<br>VAILLANCOURT LINDA |         |                           |         |
| Tax Rates  |         | Assessments               |         |
| County:  | \$ 0.89 | Taxable Land:             | 75,500  |
| School:  | \$ 5.92 | Buildings:                | 167,100 |
| Town:  | \$ 3.47 | Total:                    | 242,600 |
| State Education:                                 | \$ 0.44 |                           |         |
| <b>Total Tax Rate: \$ 10.72 *</b>                |         | <b>Net Value: 242,600</b> |         |

| Property Description                     |             |             |
|--|-------------|-------------|
| Map: 000006                              | Lot: 000286 | Sub: 00000A |
| Location: 400 DODGE HILL RD Acres: 0.230 |             |             |
| Summary Of Taxes                         |             |             |
| First Bill:                              |             | \$ 2,601.00 |
| - Abated/Paid:                           |             | \$ 0.00     |
| - Veteran Credits:                       |             | \$ 0.00     |

**Amount Due By 07/10/2023: \$ 2,601.00**

**Other Due Amount(s): \$ 5,614.25**

**Total: \$ 8,215.25**

"Other Due Amount(s)" indicates additional balance(s) existing on this property. Please call for the proper payment amount(s).

\* First Bill Tax Rate Equals 1/2 Last Year's Final Tax Rate

**2023 HENNIKER PROPERTY TAX -- BILL 1 OF 2**

**Mailed To:**  
 VAILLANCOURT DENNIS  
 VAILLANCOURT LINDA  
 400 DODGE HILL ROAD  
 HENNIKER, NH 03242

Town of Henniker  
 Monday, Wednesday & Friday 8:00am to 4:00pm  
 Tuesday 10:00am to 6:00pm Thursday Closed  
 (603) 428-3240

Tax Collector: Deborah C. Aucoin

Owner: VAILLANCOURT DENNIS  
 VAILLANCOURT LINDA  
 Location: 400 DODGE HILL RD  
 Map: 000006 Lot: 000286 Sub: 00000A  
 Invoice: 2023P01031807

**Amount Due By 07/10/2023: \$ 2,601.00**

**Other Due Amount(s): \$ 5,614.25**

**Total: \$ 8,215.25**

**Remit To:**  
 Town of Henniker  
 18 Depot Hill Rd  
 Henniker, NH 03242  
 Temp - Return Service Requested

**RETURN THIS PORTION WITH PAYMENT**

**REMITTED AMOUNT: \_\_\_\_\_**

**INFORMATION TO TAXPAYER**

**IF YOU BELIEVE THAT YOUR TAXES ARE NOT IN ACCORDANCE WITH THE PROPERTY VALUE OF YOUR HOME, THAT YOUR ASSESSMENT MAY CONTAIN AN ERROR OR OMISSION, OR YOU ARE UNABLE TO PAY TAXES DUE TO POVERTY OR OTHER GOOD CAUSE, YOU HAVE THE RIGHT TO APPLY FOR AN ABATEMENT OR DEFERRAL IN WRITING BY MARCH 1<sup>ST</sup> FOLLOWING THE DATE OF NOTICE OF TAX & NOT AFTERWARD. FOR DETAILS, PLEASE CONTACT THE ASSESSOR'S OR SELECTMEN'S OFFICE, NOT THE TAX COLLECTOR.**

**IF YOU ARE ELDERLY, DISABLED, BLIND, A VETERAN OR VETERAN'S SPOUSE, YOU MAY BE ELIGIBLE FOR A TAX EXEMPTION OR CREDIT. FOR DETAILS AND APPLICATION INFORMATION, PLEASE CONTACT THE ASSESSOR'S OR SELECTMEN'S OFFICE. YOU MUST APPLY ON OR BEFORE APRIL 15<sup>TH</sup>.**

**BILLS IN ALL CASES ARE MAILED TO THE CURRENT OWNER OF RECORD. PAYMENT OF THIS BILL DOES NOT PREVENT THE COLLECTION OF PREVIOUS UNPAID TAXES, NOR DOES AN ERROR IN THE NAME OF THE PERSON TAXED PREVENT COLLECTION.**

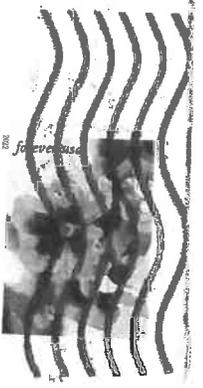
**IF PAYMENT OF THIS BILL IS MADE BY MAIL:**

- 1. RETURN ONE COPY OF TAX BILL.**
- 2. ENCLOSE A STAMPED SELF-ADDRESSED ENVELOPE & THE ENTIRE TAX BILL FOR RETURN OF RECEIPTED BILL.**

**IF THIS BILL IS PAID BY CHECK OR MONEY ORDER, IT IS NOT CONSIDERED PAID UNTIL THE CHECK OR MONEY ORDER HAS CLEARED.**

Dennis Ernest Vaillancourt(c)  
c/o 400 Dodge Hill Road  
Heniker, New Hampshire  
Postal Code [03242]

MANCHESTER NH 030  
11 JUL 2023 PM 1 L



Received by  
TOWN OF HENNIKER

JUL 13 2023

SELECTMEN'S OFFICE

Town of Heniker, NH  
c/o Assessor's Office  
18 Depot Hill Rd.  
Heniker, NH 03242

03242-736801



Dennis Ernest Vaillancourt©  
Linda Ann Vaillancourt©  
c/o 400 Dodge Hill Road  
Henniker, New Hampshire  
Postal code [03242]

**Notice:** All Via USPS Priority Mail issued July 17, 2023

Debbie Aucoin, acting as Tax Collector  
Town of Henniker, NH  
18 Depot Hill Rd.  
Henniker, NH 03242

Helga Winn, acting as Exe. Asst. Assessor  
Town of Henniker, NH  
18 Depot Hill Rd.  
Henniker, NH 03242

Chris Sununu, acting as Governor  
107 N. Main St.  
Concord, NH 03301

Tim Gudas, acting as Clerk of Court  
One Charles Doe Dr.  
Concord, NH 03301

David Scanlan, acting as Secretary of State  
State House Room 204  
107 North Main St.  
Concord, NH 03301

John Formello, acting as Attorney General  
33 Capital St.  
Concord, NH 03301

**RE:** Presumption and misidentification

Notice to Principals is Notice to Agents, Notice to Agents is Notice to Principals

We do **Not** accept any of your offer[s] to contract!

**Fact:** We, a man & a woman, are American born on New Hampshire, declared, and recorded on the Land.

**Fact:** We, a man & woman, reject all titles and labels. We are a man & a woman, not a Mister or Misses, a Sir or Miss, Taxpayers, Resident, Persons, Individuals or Citizens.

**Fact:** We, a man & woman, are Americans and members of the general public do **not** take orders from our Public Servants.

**Fact:** No rules, codes, statutes, or corporate law may be Repugnant to the Constitution for the united states of America and be valid.

**Fact:** The act of sending the tax statement [copy enclosed] renders it invalid as it is addressed to a corporate entity and **not** us... Repugnant!

Here is our offer:

- Who claims we, man & woman, as Property?
- Who claims we, man & woman, are parties to a contract in the Private?

- Who claims we, man & woman, are parties to a contract on behalf of a Service Corporation?
- Furnish we, our business tax returns to prove we are a corporation?
- Furnish we, the signed assessment
- Furnish we, the legal / lawful promulgated statute[s]
- Step forward or produce the contract with a wet ink signature and, Provide, Who, is bringing a claim against us in dishonor and produce the evidence. Produce the evidence that you have the authority to administer our Private Property without our right.

Complete answers and evidence are to be returned to the above address by July 31, 2023

**Riley v. Carter, 79 ALR 1018; 16 Am, Jur. 2nd Const. Law 81;** "Economic necessity cannot justify a disregard of Constitutional guarantee."

**Hertado v. California, 110 U.S. 516;** "The State cannot diminish rights of the people."

**S.C.R. 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L. Ed. 57; 3 Dall. 54**  
 Government Is Foreclosed from Parity with Real People – Supreme Court of the United States 1795. "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them."

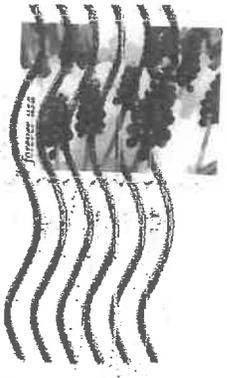
Why is it that we never get a response or rebuttal when we correspond with you, when you know very well that; **silence is acquiescence.**

By:   
 Dennis Ernest Vaillancourt©

By:   
 Linda Ann Vaillancourt©

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Dennis Ernest Vaillancourt(c)  
c/o 400 Dodge Hill Road  
Henniker, New Hampshire  
Postal Code [03242]



MANCHESTER, NH 030

Received by 18 JUL 2023 PM 3 L  
TOWN OF HENNIKER

JUL 20 2023

SELECTMEN'S OFFICE

Helga Winn, acting as Exe. Asst. Assessor  
Town of Henniker, NH  
18 Depot Hill Rd.  
Henniker, NH 03242

03242-736801



From: **Evan Roberge** <[evan@avatarassociates.com](mailto:evan@avatarassociates.com)>  
Date: Thu, Jul 27, 2023 at 11:54 AM  
Subject: Fwd: A Few Questions For You To Answer  
To: <[valnct70@yahoo.com](mailto:valnct70@yahoo.com)>

Hey Mr. and Mrs. Vaillancourt,

I was forwarded your message below from Shelley in our office. We only assess the real estate, (i.e land, house, buildings, taxable structures on your property, etc.). The only information we have would be what is public information (i.e. property record cards.). I am not 100% sure what you are asking for, but I attached the only document we have on our file pertaining to your property, which is the PRC (Property Record Card) for 400 Dodge Hill Road. Feel free to also request to review your assessing file at the town office, as that may have more information. (i.e., older property record cards, building permits, plans, etc) however, that would be requested through the Town of Henniker offices. While there are a plethora of state statutes that govern assessing, I did provide a couple that I believe are relevant to your questions and concerns.

Have a great rest of your week!

Evan Roberge  
Avatar Assessor

----- Forwarded message -----

From: **Dennis Vaillancourt** <[valnct70@yahoo.com](mailto:valnct70@yahoo.com)>

Date: Wed, Jul 26, 2023 at 2:14 PM  
Subject: A Few Questions For You To Answer  
To: Shelley <[shelley@avitarassociates.com](mailto:shelley@avitarassociates.com)>

Hello Shelley,

I have several questions that I need answered with "absolute" proof of the answers. First and foremost

I/we are not a corporation as "Avitar" can only assess businesses, corporations, manufacturers. Your laws states;

**THE STATE ONLY HAS AUTHORITY TO LICENSE AND REGULATE BUSINESS S.C.R. 1795, Penhallow v. Doane's Administrators (3 U.S. 54; 1 L. Ed. 57; 3 Dall. 54 Government Is Foreclosed from Parity with Real People – Supreme Court of the United States 1795. "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a **government can interface only with other artificial persons.** The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them."**

[We are NOT an artificial person, we are a living, breathing, flesh and blood Americans].

Do you have any of my "corporate tax returns"? What about a "signed assessment contract"? Please provide me with the,"legal-lawful promogated statute" that states that "Avitar" can assess "private property".

My wife and I changed our political status from a U.S. Citizen (municipal jurisdiction) to the Land & Soil jurisdiction which makes us "American Nationals", exempt from taxation. Case in point;

Redfield v. Fisher, 292 P. 813, 819 (1930); "The individual, unlike the corporation, **cannot be taxed for the mere privilege of existing.** The corporation is an artificial entity which owes its existence and charter powers to the state; **but the individual's right to live and own property are natural rights** for the enjoyment of which an excise cannot be imposed." [please read that again...this is your law].

Our "documents" have all been recorded and published with the SOS.

That's it for now... I'll wait patiently for your reply.

**Dennis Ernest Vaillancourt © American National**

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**From:** Evan Roberge <[evan@avatarassociates.com](mailto:evan@avatarassociates.com)>  
**Sent:** Friday, July 28, 2023 12:10 PM  
**To:** Dennis Vaillancourt <[valnct70@yahoo.com](mailto:valnct70@yahoo.com)>  
**Cc:** Deb Aucoin <[deb.aucoin@hennikernh.gov](mailto:deb.aucoin@hennikernh.gov)>  
**Subject:** Re: Let's Try This Again

Hey Dennis,

As previously mentioned the only document(s) we have on file would be your Property Record Card, that is it. So no, we do not have anything in regards to "Does Avatar have a copy of my corporate tax returns".

Regarding the signed contracts that allow us to do business in Henniker, those would be documents you would need to request from the Town of Henniker. I would start with touching base with the Town Administrator, Diane Kendall and she should be able to assist you and provide you with that information. As we work for the Town of Henniker, any questions, concerns, etc. should be going through the Town first.

Taxpayers also find the NH DRA website helpful, as there is a FAQ section, Laws and Rules section, etc. with a plethora of information, so that could be a good resource for you as well. (<https://www.revenue.nh.gov/>).

Thanks, Dennis, have a great weekend!

Evan

On Fri, Jul 28, 2023 at 11:28 AM Dennis Vaillancourt <[valnct70@yahoo.com](mailto:valnct70@yahoo.com)> wrote:

Evan,

It's obvious you had no clue to what I was asking... Therefore, I'll ask in simple terms.

a) who hired or gave "Avatar" the authority to assess "private property"? According to law, "Avatar" can only assess "corporations." Case in point:

**Penhallow v. Doane's Administrators (3 U.S. 54; 1 L. Ed. 57; 3 Dall. 54** Government Is Foreclosed from Parity with Real People – Supreme Court of the United States. "Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, **a government can interface only with other artificial persons.** The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, **as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them.**" [We are NOT an artificial person, we are a living, breathing, flesh and blood Americans].

Therefore, I would like the name(s) of the person(s) or individual(s) who hired "Avatar."

b) I would like a signed copy of the contract that authorized "Avatar" to assess "private property."

c) Since "Avatar" can only assess "corporations," "Avatar" must be in possession of "corporate tax returns." Does "Avatar" have a copy of my "corporate tax returns."

d) You sent me statutes that have nothing to do with me. I am asking for statutes that specifically states the "legal and lawful promogated statute" that gives "Avatar" authority to assess "private property."

**U.S. SUPREME COURT DECISION: Rodrigues v. Ray Donovan, U.S. Department of Labor, 769 F. 2d 1344, 1348, decided in 1985; "All codes, rules, regulations, and statutes are for government authorities only, not human / Creators in accordance with God's laws. All codes, rules, regulations, and statutes are unconstitutional and lack due process."** [please read that again... this is your law]

You may send this to anyone who may help you answer these questions. I know for a fact that I / we are not liable for any tax, being that we are "sovereigns" and are exempt from paying taxes. Open the attachment below...

**Dennis Ernest Vaillancourt © American National**

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