



TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN AGENDA

Tuesday, December 15, 2020
6:15 PM
VIA ZOOM

6:15 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENT

Item 1: Recognition: Lt. Michael Martin Retirement

IV. CORRESPONDENCE

Item 2: Emails from Marty Davis, Lisa Spahl, and Ticia Blanck

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

VI. CONSENT AGENDA

Item 3: Consent Agenda

- a) Hawk & Peddler Permit Application
- b) Deed Waiver List dated 12/01/2020
- c) Tax Lien Abatements: Map/Lot: 1-318-P101A, 1-588-A, 1-589-A, 1-655, 1-318-P71, 1-318-PW16, 1-119-A43A, 1-619-107, 1-318-P82C, 1-318-P68, 1-318-P74, 1-619-034, 1-318-PW17, 1-318-PW11, 1-619-088, 1-619-079, 1-619-063
- d) 2020 Equalization Municipal Assessment Data Certificate

VII. NEW BUSINESS

Item 4: Police Cruiser RFP

Item 5: Update from Public Safety Meeting

Item 6: Depot Hill/Circle St. Drainage Design

Item 7: Warrant for New Dump Truck

Item 8: Update on Fire Pond

Item 9: Assessing Contract

Item 10: Utility Revaluation Contract

Item 11: Holiday Hours (First Reading)

Item 12: Payout of Holiday Accrued Time

Item 13: Renewal of TAN

VIII. OLD BUSINESS

Item 14: Transfer Station Disposal and Transportation RFP (Tabled from the 11-17-20 mtg.)

Item 15: Building Code Ordinance/Housing Ordinance/Citation Ordinance

IX. OTHER BUSINESS/CORRESPONDENCE

Item 16: Acceptance of Board of Selectmen Non-public Minutes December 1, 2020

Item 17: Acceptance of Board of Selectmen Meeting Minutes December 1, 2020

Item 18: Department Reports

Item 19: Town Administrator Report

Item 20: Selectmen Reports

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

XI. NON-PUBLIC

Item 21: Non-public RSA 91-A:3, 11 (a)

XII. ADJOURNMENT

XIII. UPCOMING DATES

December 17, 2020 – CIP Meeting

December 23, 2020 – Planning Board Meeting

December 24 & 25, 2020 – Town Offices Closed

January 1, 2021 – Town Offices Closed

January 5, 2021 – Select Board Meeting

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 to 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 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.

Notice posted on: December 10, 2020

Next Routine Meeting: January 5, 2021

Items for the next agenda, with completed backup, must be in the Selectmen's Office no later than 12:00 noon December 29, 2020.

TOWN OF HENNIKER, NEW HAMPSHIRE

Tuesday, December 15, 2020

6:15PM

Zoom Meeting Link:

[https://zoom.us/j/94636825149?
pwd=cmFtcU9nVVBvQUVxW
Ut6aXdyUGw4UT09](https://zoom.us/j/94636825149?pwd=cmFtcU9nVVBvQUVxWUt6aXdyUGw4UT09)

Telephone Dial: +1 646 558 8656

Meeting ID: 946 3682 5149

COVID-19 - Public Meeting Procedures Notice

Due to the COVID 19/Coronavirus crisis and in accordance with Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04, Henniker Board of Selectmen is authorized to meet electronically. The Town of Henniker will be utilizing the Zoom platform for this electronic meeting.

Please note that there is no physical location to observe and listen contemporaneously to the meeting, which was authorized pursuant to Governor Sununu's Emergency Order #12 pursuant to Executive Order 2020-04.

All members of the Board of Selectmen have the ability to communicate contemporaneously during this meeting through the Zoom platform, and the public has access to contemporaneously listen and, if necessary, participate in this meeting by following the link below, or dialing the number below and entering the ID number at the prompt. For those who want to provide public testimony in the Public Hearing portion of the meeting, and you are connected to the Zoom website, you may click on the Raise Hand icon in the Attendees Section of Zoom to make the request. When the time is appropriate, you will be recognized so you can provide your testimony. For those calling in who want to provide public testimony, dial *9 to alert the host that you wish to speak. The host will unmute you at the appropriate time/during the public hearing portion of the meeting. All participants please keep your phones and computers on mute unless speaking.

Website Address:

<https://zoom.us/j/94636825149?pwd=cmFtcU9nVVBvQUVxWUt6aXdyUGw4UT09>

Meeting ID: 946 3682 5149

Passcode: 748224

Telephone Dial: +1 646 558 8656 Meeting ID: 946 3692 5149

Members of the public can also email questions or other public testimony to townadministrator@henniker.org. Staff will read the testimony or questions into the record during the meeting.

Any member of the public can also call the Town of Henniker at 603-998-1492 or email townadministrator@henniker.org if they are unable to access the meeting.

<https://zoom.us/j/94636825149?pwd=cmFtcU9nVVBvQUVxWUt6aXdyUGw4UT09>

Meeting ID: 946 3682 5149

Passcode: 748224



**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR**

Emergency Order #12 Pursuant to Executive Order 2020-04

Temporary modification of public access to meetings under RSA 91-A

Pursuant to Section 18 of Executive Order 2020-04 it is hereby ordered, effective immediately, that:

1. Pursuant to Executive Order 2020-04, paragraph 8 provides: "State and local government bodies are permitted and encouraged to utilize the emergency meeting provisions of RSA 91-A to conduct meetings through electronic means while preserving, to the extent feasible, the public's right to notice of such meetings and ability to observe and listen contemporaneously."
2. Pursuant to Emergency Order #2 issued pursuant to Executive Order 2020-04, gatherings of fifty people or more are prohibited.
3. To implement these orders and recommendations, the requirement in RSA 91-A:2, III(b), that a quorum of a public body be physically present unless immediate action is imperative, is waived for the duration of the State of Emergency declared in Executive Order 2020-04.
4. To further implement these orders and recommendations, the requirement in RSA 91-A:2, III(c), that each part of a meeting of a public body be audible or otherwise discernible to the public "at the location specified in the meeting notice as the location of the meeting," is waived for the duration of the State of Emergency declared in Executive Order 2020-04 so long as the public body:
 - a) Provides public access to the meeting by telephone, with additional access possibilities by video or other electronic means;
 - b) Provides public notice of the necessary information for accessing the meeting;
 - c) Provides a mechanism for the public to alert the public body during the meeting if there are problems with access; and
 - d) Adjourns the meeting if the public is unable to access the meeting.

Given under my hand and seal at the Executive Chambers in Concord, this 23rd day of March, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.


GOVERNOR OF NEW HAMPSHIRE



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: December 8, 2020
TITLE: Lieutenant Michael Martin Retirement
INITIATED BY: Joseph Devine, Town Administrator
PREPARED BY: Joseph Devine, Town Administrator
PRESENTED BY: Henniker Select Board

AGENDA DESCRIPTION:

Lieutenant Michael Martin is scheduled to retire on December 26, 2020 from the Town of Henniker after 19 years of service. This staff report is in recognition of his service to our community.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment: N/A

Suggested Action/Recommendation:

No formal action is required.

From: [Marty Davis](#)
To: secretary@henniker.org
Cc: townadministrator@henniker.org
Subject: Fw: Fwd: Triangle on Quaker Street Proposal
Date: Wednesday, December 9, 2020 10:22:38 AM

Hello Jean- please send this email to the Safety Committee members for tonight's meeting at 5:30. Please make note of the June 1, 2020 date that this email was sent to the town administrator. Another email will be following. Thank you-

Marty Davis
 98 Huntington Rd
 749-3448

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Tuesday, December 8, 2020, 10:17 AM, Marty Davis <mdrldl1@yahoo.com> wrote:

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Monday, December 7, 2020, 6:34 PM, Lisa Spahl <lisaspahldesigns@gmail.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Lisa Spahl <lisaspahldesigns@gmail.com>
Date: June 1, 2020 at 3:04:22 PM EDT
To: townadministrator@henniker.org
Subject: Triangle on Quaker Street Proposal

The proposal to bring the triangle back for both safety and esthetics on Quaker Street is as follows-

To make the foot print a little larger (in line with the original size)

As discussed on the phone, we will make the triangle smaller then what is marked out right now as a

compromise.

The surface will be scraped off (lots of poison ivy we want to clear out) with a skid-steer and some top soil will be added. Flowers and shrubs will be planted. This will help with erosion and create a true boundary.

We hope to have a marker in the center reading "Quaker District - year established and elevation of the hill.

Again, this is bringing back something that was there years ago.

We understand that all plantings must allow traffic an unobstructed view of the road.

Thank you for your time.

Please let me know when we can begin.

Enjoy the day,

Lisa



Virus-free. www.avg.com

From: hennikeradmin@tds.net
To: ["joephdevine.henniker@tds.net"](mailto:joephdevine.henniker@tds.net)
Subject: FW: Fwd: Quaker hill
Date: Wednesday, December 9, 2020 4:43:00 PM

From: Marty Davis <mdrdd1@yahoo.com>
Sent: Wednesday, December 9, 2020 10:26 AM
To: secretary@henniker.org
Cc: townadministrator@henniker.org
Subject: Fw: Fwd: Quaker hill

Hello Jean-
Here is the second email to please send to the Safety Committee for tonight's meeting.
Thank you-
Marty Davis
748-3448

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Tuesday, December 8, 2020, 10:17 AM, Marty Davis <mdrdd1@yahoo.com> wrote:

[Sent from Yahoo Mail for iPhone](#)

Begin forwarded message:

On Monday, December 7, 2020, 6:35 PM, Lisa Spahl <lisaspahldesigns@gmail.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Lisa Spahl <lisaspahldesigns@gmail.com>
Date: June 15, 2020 at 8:09:40 AM EDT
To: townadminisrator@henniker.org
Subject: Quaker hill

Good morning Joe.
Here is the progress that was made on the triangle. (Some before and after shots) People seem pleased with it in the neighborhood! We did bring the foot print in 3 feet or more as we had discussed.
We have a little more planting to do but we feel it's a big improvement.
Thanks for listening to us and helping with the process.
Enjoy the day
Lisa





Sent from my iPhone

From: [Ticia Blanck](#)
To: secretary@henniker.org
Subject: Fwd: Our little road...
Date: Wednesday, December 9, 2020 10:26:08 AM

Hi there,

Please see my email note below. I am unable to attend the Highway Safety Comm meeting this evening due to work obligations. I am hoping you could help me by sharing my message with those in attendance at the meeting.

Thank you so much in advance,

Ticia Blanck

----- Forwarded message -----

From: **Ticia Blanck** <ticiablanck1@gmail.com>

Date: Wed, Dec 9, 2020 at 9:55 AM

Subject: Our little road...

To: <townadministrator@henniker.org>

Cc: <mdrdld1@yahoo.com>

Hi Joe,

Ticia Blanck here at 459 Huntington Rd. I wanted to write to you today to express my hopes that we can find a way to preserve our little triangle at the intersection of Huntington Road and Quaker Street. It is my understanding that at some point during this past summer the town supported the plan and efforts to preserve this historic attribute in the Quaker District. We have had many changes to our historic district since I moved here 7 + years ago. These changes have degraded the historic and peaceful nature of our little community. I am hoping that we can preserve this aspect of our quaint country scene. While the triangle might seem like just a patch of dirt to some, and I am sure poses a bit of an inconvenience to the road crews, to my neighbors and I it represents our history and the preservation of our country life. I/we appreciate your support thus far.

Wishing you peace and good health,

Ticia Blanck

459 Huntington Rd. Henniker

(603)369-9552







Huntington Rd





TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA

**Tuesday, December 15, 2020
6:15 pm**

Consent Agenda

- a) Hawk & Peddler Permit Application
- b) Deed Waiver List dated 12/01/2020
- c) Tax Lien Abatements: Map/Lot: 1-318-P101A, 1-588-A, 1-589-A, 1-655, 1-318-P71, 1-318-PW16, 1-119-A43A, 1-619-107, 1-318-P82C, 1-318-P68, 1-318-P74, 1-619-034, 1-318-PW17, 1-318-PW11, 1-619-088, 1-619-079, 1-619-063
- d) 2020 Equalization Municipal Assessment Data Certificate

Board of Selectmen Approval:

| | |
|--|--|
| | |
| | |
| | |

*Please note that the Consent Agenda is subject to change until 4:30 pm the day of a scheduled Selectmen's Meeting.



Town Hall
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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/11/2020

TITLE: Police Cruiser RFP

INITIATED BY: Chief Matthew French, Police Chief

PREPARED BY: Joseph Devine, Town Administrator

PRESENTED BY: Chief Matthew French, Police Chief

AGENDA DESCRIPTION:

At the last meeting, the Select Board gave the Police Department authorization to move forward with the purchase of a new cruiser. Due to a mistake in the state bid price process we decided to put the cruiser out to bid instead. The results of the bids are as followed:

| | |
|----------------|-------------|
| Hillsboro Ford | \$33,303.30 |
| Claremont Ford | \$33,400 |
| Grappone Ford | \$33,403 |

In speaking with Chief French about the bids he wanted me to pass on the following:

"Grappone Ford has always been giving us good service, service on short notice when we were down cruisers. Often telling us to drop it off and we will work it into the schedule if needed. The fleet dept is quick and responsive. We had a cruiser that had a faulty Yaw sensor, i believe that is what it is called. When that cruiser went down it brought us to having ONE cruiser operational. We called Grappone, it was approximately 1130 in the morning. My officer was told to drop the car off asap, they would try to get to it that day, if not the following day. We send our cruisers to Grappone for recall and factory needed service, the service is quick and complete with a fast turnaround."

Chief French would like to move forward with Grappone for the purchase of this cruiser.

Legal Authority: N/A

Financial Details: \$33,403

Town Administrator Comment:

I support Chief French and the reasoning he has presented to award the bid to Grappone Ford.

Suggested Action/Recommendation:

Suggested Motion:

Motion: Authorize the Town Administrator to move forward with purchased a new 2021 Police Cruiser from Grappone for \$33,403 and remove it from the 2021 Operating Budget.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/9/2020

TITLE: Highway Safety Update

INITIATED BY: Highway Safety Committee

PREPARED BY: Chief Matthew French – Henniker Police Department

PRESENTED BY: Chief Matthew French – Henniker Police Department

AGENDA DESCRIPTION:

The Highway Safety Committee met on December 9, 2020. The following items were discussed and voted upon for consideration and referral to the Select Board:

- Speed Limit Ridge Top- Housekeeping item, this street was not listed on the streets we addressed 2 years ago. Voted in favor of making it 25mph.
- Keyser Pond Jake Brake Noise- Eric Leonard Owner of Keyser Pond CG requesting posting the area No Jake Brake Use. Motion made by Rocky to request the Town reach out to the businesses in the area in attempt to have them police themselves. Voted all in favor.
- Traffic Triangle Huntington/Quaker- Discussion with Marty Davis who is strongly against the removal of the triangle for various reasons. Lisa Spahl sent an e-mail against the removal. Ticia Blanck sent an e-mail against removing the triangle. Road Agent would like to remove it and replace with T intersection. Board voted to move it on to the BOS as requested by Road Agent.
Traffic Triangle River Road and Shaker Same as above, voted to move on to BOS.
- River Road Local Traffic Only- Via E-mail majority was to enact same as long Hopkinton does it as well.
- Hall Ave No thru trucking above Ayer/Goss- Split committee request Ayer/Goss to notify their users to not use Hall Avenue for access Vs installing enacting No thru trucking.
- Crosswalk Main Street- Via E-mail - Committee majority voted in favor of crosswalk. Suggested as well to change the design of the crosswalk to hash marks and or a color to yellow or green to stand out better on a dark/rainy night. Road agent makes an important point in that if the crosswalk is installed, we would lose 2 parking spaces on the south side of the road. Further notes are the curbing requirements for ADA.

Legal Authority: N/A

Financial Details: Unknown

Town Administrator Comment:

- Ridgetop Speed Limit – Concur
- Keyser Pond Jake Brake Noise – I understand the concern with this, but I am not sure which Town Employee would handle this.
- Huntington/Quaker – If the Road agent feels this is necessary, I would support his decision.
- Shaker/River – If the Road Agent feels this is necessary, I would support his decision.
- River Road Local Traffic – Concur
- Hall Ave No Thru Trucking – Concur
- Crosswalk – I have concerns with ensuring we meet ADA requirements with curb cuts and the cost associated with this. I do like the idea of changing the color or I also like the idea of stamping the asphalt in the crosswalks in the downtown.

Suggested Action/Recommendation:

Suggested Motion:

The board with need to approve or deny each individual item being proposed.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2020

TITLE: Depot Hill/Circle St. Drainage Design

INITIATED BY: Leo Aucoin, Highway Superintendent

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

The Town and Highway Department are preparing for the 2021 road improvement/construction projects. One of the projects we are looking at is drainage work on Depot Hill Road and Circle Street in preparation of paving in the summer of 2021. The first step will be to have site engineered for drainage. We have spoken with Mike Vignale from KV Partners and he has provided us with a contract for this work. He will be conducting a field survey, drainage analysis, coordination meetings, preliminary plans, preliminary cost estimate, final design plans, specifications and bid forms. The cost for this project is \$14,600 and the highway department has the funds available for this contract.

Legal Authority: N/A

Financial Details: \$14,600

Town Administrator Comment:

I would recommend the board move forward with KV Partners and contract for the engineering of Depot Hill/Circle St. drainage.

Suggested Action/Recommendation:

Suggested Motion:

Motion: The Henniker Select Board authorizes the Town Administrator to execute an agreement with KC Partners LLC in the amount of \$14,600 to provide engineering for Depot Hill Road and Circle Street.

KV Partners LLC

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

November 16, 2020

Leo Aucoin, Highway Superintendent
Town of Henniker
209 Ramsdell Road
Henniker, New Hampshire 03264

Re: Task Order - Depot Hill Road/Circle Street Drainage - PRELIMINARY AND FINAL DESIGN

Dear Mr. Aucoin:

KV Partners is pleased to submit this Task Order to provide professional engineering services for the preliminary and final design of this drainage improvement project. We understand that this project will include a new drainage system with the anticipation that the roadway will be reconstructed to current Town standards following this project. The limits of work include Depot Hill Road from Circle Street to about 1,200 feet south (including the easement area) and Circle Street from Depot Hill Road about 400' north. We are currently under contract to provide professional engineering services with the Town and conditions specified in the Agreement apply to this Task Order.

1. Scope of Services**Field Survey and Base Plans**

The purpose of this task is to complete an existing conditions survey and prepare base plans to complete the preliminary and final design. Specific tasks include;

- Project research for ROW, owners of record, utility information, etc.
- GPS Survey to tie project to NAD'83/NAVD'88.
- Topographic survey within ROW and extending off roadway in areas identified in exhibit provided.
- Wetland delineation and flag locations.
- Existing drainage features and culverts.
- One-foot contour intervals (tied to NAVD'88).
- Identify road centerline and edge of pavement as fault lines.
- ROW limits defined per plans of record and existing recovered monumentation.
- Utility poles, mailboxes, large trees, property markers, and any other identifiable feature/s within ROW.
- Identify property owners with map and lot and addresses.
- If required, produce stamped Easement Plan/s for your recording (additional cost applies).
- Prepare base plans (1"=20') of the project site based on data and information obtained. Add locations of all known utilities (water, sewer, gas, electric, telephone, cable, drainage) from available record plans and based on the survey data collected above.

- Field edit the base plans once completed to include all required elements needed for design.

Drainage Analysis

Overall watershed and sub-watershed areas will be defined using USGS mapping, aerial photography, and field verification of surface features. Sub-watersheds will be computed for each existing/proposed catch basin or inlet included in the study area. Soils mapping will be used to determine soil types, for determining hydrologic soils groups, and land use will be as observed from the record mapping and as refined by field efforts.

Hydrologic computations for overall watershed and sub-watershed peak flow rates and runoff volumes will be computed using the USDA Soil Conservation Service, Technical Release 20 (SCS TR-20) based on the information described above for the 10- and 25-year design storm events.

Coordination Meetings

During this phase of work, the project team will meet with Town officials without limitation to develop project goals, design objectives and to refine concepts for further conceptual design.

Preliminary Plans

The Preliminary Plans will include drainage concepts, layout, profiles, private property impacts (if any) and any other elements to be included in the project.

Preliminary Cost Estimate

Prepare a preliminary estimate of probable construction costs for the project based on recent bidding experience and NHDOT Weighted Average Price data.

Final Design Plans

The purpose of this task is to advance the project from preliminary design to final design and prepare final plans and specifications suitable for public bidding. Specific tasks include;

- It is anticipated that the following plan sheets will be required:
 - Cover Sheet (1)
 - General Notes and Legend (1)
 - Construction Details (3 sheets)
 - Construction Plan and Profiles (1"=20') (4 sheets)
 - Erosion Protection Notes and Details (1 sheet)
 - Traffic Management Plan (1 sheet)

Specifications and Bid Forms

Prepare plans, contract forms, bidding requirements and technical specifications (bid documents) in a form suitable for public bidding. Specifications will be CSI format with KVPartners General Conditions and Plans will be completed in accordance with KVPartners drafting standards.

Construction Cost Estimate

Prepare an estimate of probable construction costs for the project using unit quantities developed for the general bid as the basis of the estimate.

2. Assumptions

- Water and sewer utility improvements will be designed by others and will not be part of this contract.
- No permitting will be required.
- Easement plans suitable for recording are not included.
- Bid Phase and Construction Phase services are not included in this agreement.

3. Schedule

With the acceptance of this Task Order by the Town, the project will be completed within 12 weeks of the authorization to proceed (weather permitting for survey).

4. Compensation

The total lump sum fee for all professional services and expenses to complete the scope of services described above as shown in the table below and as shown for information purposes in the attached fee breakdown. Invoices will be submitted monthly on a percent complete basis for each task and are payable within 30 calendar days from the date of the invoice.

| Task | Fee Amount |
|-------------------------------------|-------------------|
| Professional Services | |
| Preliminary and Final Design | \$7,754 |
| Total Professional Services: | \$7,754 |
| Expenses | |
| Field Survey | \$6,000 |
| Mileage | \$200 |
| Wetland Flagging | \$400 |
| Reproduction | \$246 |
| Total Expenses: | \$6,846 |
| TOTAL PROJECT FEE | \$14,600 |

5. Acceptance

If this Task Order meets with your approval, please sign and date as indicated below. Please return one copy of this Task Order to my attention at P.O. Box 432, New Boston, NH 03070.

If you have any questions or require additional information, please feel free to contact me at 413-6650 or at mvignale@kvpllc.com. Thanks!

Sincerely,

KV Partners LLC



Michael S. Vignale, P.E.
Principal Engineer

TOWN OF HENNIKER, NEW HAMPSHIRE

Date

FEE PROPOSAL

Preliminary and Final Design

| | Principal Engineer | Senior Engineer | Engineer | Total | Fee |
|---|--------------------|-----------------|----------------|-------------------|-----------------|
| Field Survey and Base Plans | 2 | | 2 | 4 | |
| Drainage Analysis | 4 | 8 | | 12 | |
| Coordination Meetings | 4 | | | 4 | |
| Preliminary Plans | 4 | 8 | 8 | 20 | |
| Preliminary Cost Estimates | 2 | | | 2 | |
| Final Design Plans | | | | | |
| Cover Sheets, General Notes and Legends | 1 | 2 | | 3 | |
| Construction Details | 1 | 2 | | 3 | |
| Plans and Profiles | 4 | 8 | 8 | 20 | |
| Specifications and Bid Forms | 4 | 12 | | 16 | |
| Final Cost Estimates | 2 | | | 2 | |
| TOTAL HOURS | 28 | 40 | 18 | 86 | |
| HOURLY RATE | \$99 | \$89 | \$79 | | |
| TOTAL LABOR | \$2,772 | \$3,560 | \$1,422 | \$7,754.00 | \$7,754 |
| EXPENSES | | | | | |
| Field Survey | | | | \$6,000 | |
| Wetland Flagging | | | | \$400 | |
| Mileage | | | | \$200 | |
| Printing and Miscellaneous | | | | \$246 | |
| TOTAL EXPENSES | | | | \$6,846 | \$6,846 |
| Total Design Fee | | | | | \$14,600 |



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2020

TITLE: Warrant for New Dump Truck

INITIATED BY: Leo Aucoin, Highway Superintendent

PREPARED BY: Leo Aucoin, Highway Superintendent

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

I would like to convert the 2006 yellow freightliner from a dump truck to a tanker during the summer months and have the option to remount the sander body for the winter months. I would like to retire our current 1985 tanker to auctioned at The White Farm next spring. I would like to purchase a new International ten-wheeler truck with a 14 foot Tenco multipurpose body and complete plow package to replace the freightliner as a front line truck for snow removal and construction.

Legal Authority: N/A

Financial Details: Cost of new truck \$250,000. I would like the select board to offset that cost by the sum of money I expect to return to the general fund after my budget expires which I believe to be near \$150,000. With that said only \$100,000. Needs to be raised by taxation

Town Administrator Comment:

I would recommend the board move forward and authorize the transfer of any remaining funds from highway to the general fund and then use it to offset the cost of the new dump truck.

Suggested Action/Recommendation:

Suggested Action:

Motion: The Select Board authorizes the transfer of the remaining Highway budget to the general fund, to be used to offset the cost of the dump truck on the 2021 town meeting.



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Henniker, NH 03242

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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/10/2020

TITLE: Old Concord Road Fire Pond

INITIATED BY: Jim Morse, Fire Chief and Mark Fougere, Town Planner

PREPARED BY: Jim Morse, Fire Chief

PRESENTED BY: Jim Morse, Fire Chief

AGENDA DESCRIPTION:

To see if the Selectmen will approve an expenditure from the 2020 Fire Department budget of \$6850.00 for a field survey to put in a fire pond on old Concord Road, this will include permitting. Once this project is surveyed and permitted, we then would approach the existing and new businesses and other grant resources to help fund the digging and piping of this pond.

Legal Authority: N/A

Financial Details: \$6850.00

Town Administrator Comment:

I have spoken with the Finance Director and we do have the funds for this expenditure. In speaking with Chief Morse this will help with the additional businesses locating on Old Concord Road and the need for water sources in the area.

Suggested Action/Recommendation:

Suggested Motion:

Motion: Authorize the Town Administrator to sign a contract with KV Partners for design and permitting for a fire pond on Old Concord Road in the amount of \$6,850

KV Partners LLC

P.O. Box 432, New Boston, NH 03070

(603) 413-6650

November 19, 2020

Mr. Mark Fougere
Consulting Town Planner
Town of Henniker
18 Depot Hill Road
Henniker, NH 03242

Re: Task Order - Old Concord Road Fire Pond – Survey, Design and Permitting

Dear Mr. Fougere:

KV Partners is pleased to submit this Task Order to provide professional engineering services for the design and permitting of this project. We understand that this project will include a new fire pond near 1105 Old Concord Road and an associated parking area for pump trucks. We are currently under contract to provide professional engineering services with the Town and conditions specified in the Agreement apply to this Task Order.

1. Scope of Services**Field Survey and Base Plans**

The purpose of this task is to complete an existing conditions survey and prepare base plans to complete the design and permitting (see attached aerial photo for limits). Specific tasks include;

- Project research for ROW, owners of record, utility information, etc.
- GPS Survey to tie project to NAD'83/NAVD'88.
- Topographic survey within ROW and extending off roadway in areas identified in exhibit provided.
- Wetland delineation and flag locations.
- Existing drainage features and culverts.
- One-foot contour intervals (tied to NAVD'88).
- Identify road centerline and edge of pavement as fault lines.
- ROW limits defined per plans of record and existing recovered monumentation.
- Utility poles, mailboxes, large trees, property markers, and any other identifiable feature/s within ROW.
- Identify property owners with map and lot and addresses.
- Prepare base plans (1"=20') of the project site based on data and information obtained. Add locations of all known utilities (water, sewer, gas, electric, telephone, cable, drainage) from available record plans and based on the survey data collected above.
- Field edit the base plans once completed to include all required elements needed for design.

Coordination Meetings

During this phase of work, the project team will meet with Town officials without limitation to develop project goals, design objectives and to refine concepts for further conceptual design.

Preliminary Plans

The Preliminary Plans will include grading concepts, pond and parking area layout, private property impacts (if any) and any other elements to be included in the project.

Final Design Plans

The purpose of this task is to advance the project from preliminary design to final design and prepare final plans suitable for permitting and construction. Specific tasks include;

- It is anticipated that the following plan sheets will be required:
 - Cover Sheet (1)
 - General Notes and Legend (1)
 - Construction Details (2 sheets)
 - Construction Plan (1 sheet)

Permits

The purpose of this task is to coordinate the design with regulatory officials and prepare and submit permits. All permit fees will be paid by the Town.

- Prepare and submit a Minimum Impact Wetlands Application (narrative, photos, forms, required research, etc.) and required plans
- Respond to comments/questions from DES representatives and revise the design accordingly

2. Assumptions

- Easement plans suitable for recording are not included.
- Bid Phase and Construction Phase services are not included in this agreement.

3. Schedule

With the acceptance of this Task Order by the Town, the project will be completed within 12 weeks of the authorization to proceed (weather permitting for survey).

4. Compensation

The total lump sum fee for all professional services and expenses to complete the scope of services described above as shown in the table below and as shown for information purposes in the attached fee breakdown. Invoices will be submitted monthly on a percent complete basis for each task and are payable within 30 calendar days from the date of the invoice.

| Task | Fee Amount |
|-------------------------------------|----------------|
| Professional Services | |
| Design and Permitting | \$3,720 |
| Total Professional Services: | \$3,720 |
| Expenses | |
| Field Survey | \$2,500 |
| Mileage | \$200 |
| Wetland Flagging | \$400 |
| Reproduction | \$180 |
| Total Expenses: | \$3,130 |
| TOTAL PROJECT FEE | \$6,850 |

5. Acceptance

If this Task Order meets with your approval, please have an authorized representative of the Town sign and date as indicated below. Please return one copy of this Task Order to my attention at P.O. Box 432, New Boston, NH 03070.

If you have any questions or require additional information, please feel free to contact me at 413-6650 or at mvignale@kvpllc.com. Thanks!

Sincerely,

KV Partners LLC



Michael S. Vignale, P.E.
Principal Engineer

TOWN OF HENNIKER, NEW HAMPSHIRE

Date

FEE PROPOSAL

Preliminary and Final Design

| | Principal Engineer | Senior Engineer | Engineer | Total | Fee |
|---|--------------------|-----------------|--------------|-------------------|----------------|
| Field Survey and Base Plans | 2 | | 2 | 4 | |
| Coordination Meetings | 4 | | | 4 | |
| Preliminary Plans | 4 | | | 4 | |
| Final Design Plans | | | | | |
| Cover Sheets, General Notes and Legends | 1 | 2 | | 3 | |
| Construction Details | 1 | 2 | | 3 | |
| Construction Plan | 4 | 8 | | 12 | |
| Permits | 2 | 8 | | 10 | |
| TOTAL HOURS | 18 | 20 | 2 | 40 | |
| HOURLY RATE | \$99 | \$89 | \$79 | | |
| TOTAL LABOR | \$1,782 | \$1,780 | \$158 | \$3,720.00 | \$3,720 |
| EXPENSES | | | | | |
| Field Survey | | | | \$2,500 | |
| Wetland Flagging | | | | \$400 | |
| Mileage | | | | \$50 | |
| Printing and Miscellaneous | | | | \$180 | |
| TOTAL EXPENSES | | | | \$3,130 | \$3,130 |
| Total Design Fee | | | | | \$6,850 |



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2020

TITLE: General Assessing Services

INITIATED BY: Joseph R. Devine, Jr.

PREPARED BY: Joseph R. Devine, Jr.

PRESENTED BY: Joseph R. Devine, Jr.

AGENDA DESCRIPTION:

The Town of Henniker has contracts with Corcoran Consulting Associates for general assessing services for the past two (2) years. Our current contract term is set to expire on December 31, 2020. I have reached out to Corcoran to inquire about a contract extension. They responded with and offered a contract for 2021. In speaking with Corcoran, I was able to get them to continue services for the same price as 2020. The services offered will be similar as 2020, but they will be updating all photos on the campground assessments they conduct and using a new value book as well. The cost for assessing services for 2021 will be \$28,500.

Legal Authority: N/A

Financial Details: \$28,500 for 2021 (Which is a \$0.00 increase from 2020)

Town Administrator Comment:

I would recommend the Board move forward with this contract for assessing services.

Suggested Action/Recommendation:

Suggested Motion:

Motion: The Henniker Select Board authorizes the Town Administrator to execute an agreement with Corcoran Consulting Associates in the amount of \$28,500 to provide general assessing services for the Town of Henniker



CORCORAN CONSULTING ASSOCIATES, INC.

**CONTRACTUAL AGREEMENT BETWEEN THE TOWN OF HENNIKER, NH
AND CORCORAN CONSULTING ASSOCIATES, INC.
JANUARY 1, 2021 THROUGH DECEMBER 31, 2021**

Section 1. Functions/Responsibilities:

The Town of Henniker (hereinafter “Town”) agrees to retain Corcoran Consulting Associates, Inc. (hereinafter “Contractor”) of Wolfeboro, NH to perform the duties and functions of Town Appraiser and Assessor’s Agents as provided for in this Agreement. The Board of Selectmen retains all of its authority and shall serve as the Town’s Board of Assessors pursuant to the NH Revised Statutes Annotated.

Section 2. Term of Service:

The term of this Agreement shall be for a period of 12 months: January 1, 2021 through December 31, 2021.

Section 3. Termination/Resignation:

Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate this Agreement subject to the terminating party giving ninety (90) days written notice to the other party, prior to the effective date of separation.

The Town may terminate this Agreement at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof at least ninety (90) days before said effective date of such termination. In the event of termination, the entire Contractor’s finished and unfinished work product shall be delivered to the Town in good order.

The Contractor understands and agrees that the Board of Selectmen may, through the Town Administrator, dismiss unsuitable personnel employed by the Contractor in connection with the services under this Agreement for any reason. The Contractor agrees, upon any such termination, to immediately replace any such dismissed employee(s) of the firm with a professional possessing qualifications and experience equal to or greater than that of the dismissed employee(s).

In the event that any person assigned to the Henniker project is convicted of any act resulting in personal gain, then the Town shall have no obligation of prior notice and may immediately terminate this Agreement without prior notice as required in this section.

Section 4. Compensation:

From January 1, 2021 through December 31, 2021, the Total Compensation for General Assessing Services: **\$28,500.**

The figure above is based on a not to exceed basis. All services will be billed monthly at a per hour rate (rate schedule is listed on Addendum A of this Agreement) plus mileage incurred to and on site. Mileage will be based on the most updated government amount of .57 cents per mile, whichever is greater.

Section 5. Work Schedule/Key Personnel Assignment:

All contractor employees assigned to the Henniker project shall be certified by the Department of Revenue Administration for the level of appraisal/assessing services each provides. By mutual agreement between the Contractor and the Town the following personnel and work schedule is hereby established:

Director: Marybeth Walker, CNHA, President of Corcoran Consulting Associates shall assume responsibilities for the direction of all Contractor employees assigned to work and/or duties as required by this agreement.

Assessor's Agent: Monica Hurley, CNHA, Vice President of Corcoran Consulting Associates will assume the duties of Assessor's Agent and will provide the primary support in all assessing matters for the Town. Ms. Hurley will be responsible for the supervision of all assigned contract employees to the Town of Henniker. Ms. Hurley's hours will follow general pattern of 16 – 18 hours per month as part of the required two (2) days per month for official office hours.

Field Supervisor: Ron Doyon will report directly to Monica Hurley. Mr. Doyon will be responsible for all activities occurring in the field such as permit inspections and sales inspections including supervising all sales verification efforts where field visits are required.

Commercial Data Collectors: Ron Doyon and Jay Ferreria will be utilized for commercial, industrial and exempt property inspections as required/needed.

Residential Data Collectors: Ron Doyon, Jay Ferreria, Jared Hynes, Catie Walker and Brian Hathorn.

Section 6. Work Product:

It is understood by both parties that all records, forms, logs and any materials generated as a result of this Agreement shall be and remain the property of the Town. In the event of cancellation of this agreement, all records and work product shall be turned over to the Town.

Section 7. Indemnification:

The Contractor will provide certificates of insurance, with the Town as the named party, for the following occurrences:

| | |
|----------------------------------|---|
| Comprehensive General Liability: | \$1,000,000 each occurrence; \$2,000,000 aggregate coverage |
| Automobile Liability: | \$1,000,000 combined single limit; \$500,000 bodily injury\Person |
| Errors & Omissions: | \$1,000,000 single occurrence; \$2,000,000 aggregate limit |
| Workers Compensation: | NH Statutory Limits |

The Town shall be notified immediately upon any potential cancellation of any of the above referenced coverages.

Section 8. Performance:

It is understood by both parties that the hours worked by the personnel cited in this Agreement are sufficient to:

1. Meet with Taxpayers wishing to discuss their valuations or other assessing questions.
2. Meet with Select Board or their designee(s) upon request.
3. Meet with Department Heads.
4. Work with the Assessing Technician to adequately manage and maintain tax exemptions and credits, current use, land use change tax bills, timber and gravel yield taxes, and all other statutory assessing functions.
5. Provide timely written recommendations to the Selectmen for land use change tax amounts.
6. Work with the Assessing Technician to ensure that the annual assessment reviews and changes for subdivisions, mergers, lot line adjustments, tax map corrections, and any other assessment corrections and new construction/pick-ups are accurately and timely made.
7. Perform field inspections to collect data and prepare any assessment changes for data entry to be done by the Assessing Technician.
8. In April, inspect three (3) campground parks in town to verify the recreational vehicles that are exempt pursuant to RSA 72:7-d and to tax those recreational vehicles that are deemed taxable
9. Perform field inspection of all properties which have had transfers during the contract period, and investigate and verify the circumstances surrounding all sales. Field inspection includes measuring the buildings and performing an interior inspection when possible.
10. Review and qualify or un-qualify all deed transfers occurring in the Town of Henniker from January 1, 2021 through December 31, 2021 Annually review and update the assessment of the one (1) utility property in town, RSA 72:8-c and the one (1) RSA 75:1-a property in town

11. Perform field inspections and other studies to review all abatement requests if this is not covered under the 2020 Vision Appraisal contract.
12. Review all properly filed abatement requests by any taxpayer and, after review and research, make a written recommendation to the Select Board at least two (2) weeks prior to the town's statutory deadline (July 1) to respond to the abatement request. (If this is not already covered by the 2020 Vision Appraisal contract.)
13. Represent the Town of Henniker and its best interest in all abatements and appeals. This would only include those properties that Corcoran Consulting valued. For defense of values not generated by Corcoran Consulting, we can provide assistance at a rate of \$150/hour plus expenses.
14. Corcoran Consulting provides three (3) days of defense of values for those valuations generated by the Corcoran Consulting Associates. (To be billed at the rates in Addendum A. Any days above and beyond the original three (3) allocated will be billed in addition to the annual contract charge as listed in Section 4.
15. Meet and work with the Department of Revenue Administration (DRA) personnel to ensure that the Town is meeting all assessment review requirements and to maintain a good working relationship
16. Assist the Assessing Technician in completing the NH DRA equalization report for presentation to the Selectmen. Upon approval of Selectmen, submit to State of New Hampshire
17. Perform annual assessment to sales ratio studies for the purpose of verifying the accuracy of the DRA's annual equalization survey.
18. Assist the Select Board or the designee(s) with a special projects or assignments identified and authorized by the Select Board.
19. Work with and assist the Assessing Technician with the completion of the MS-1 state form due September 1.
20. Although all sales and construction requires a review of the land, measure of the building and typically and inspection of the interior of the main buildings if it is not possible to perform an interior inspection for any reason including the current outbreak of Covid-19 the contractor will use other means if possible to gather interior information such as multiple listing service and property owner description.

Section 9. Town Responsibilities:

1. The Town shall provide office space with desks, tables, and chairs for use by the Contractor and employees of the Contractor in the execution of this contract. The Town shall provide access to a computer with links to the Vision CAMA system (including remote access for the Assessor's Agent if available), access to a printer, access to a copy machine for copying work related documents and keys to work space (if required) at no cost to the Contractor.
2. The Town shall be responsible for the costs of labor and for all mailings and scheduling of appointments (available appointment schedules will be provided by Contractor)
3. The Town shall be responsible for assessing clerical support including but not limited to: recording of transfers in CAMA system; Tax Billing bridges for warrants; permit tracking; subdivision and lot line adjustment tracking; mailings of notices; scheduling of

inspections (schedule to be provided by Contractor); keypunching data or changed data into CAMA system as directed by Contractor; timely forwarding all applications and taxpayer requests to the Contractor; forwarding appraisal related questions to Contractor

4. Town shall ensure that CAMA and/or data files are backed up on a regular basis and will be responsible for the restoration of any "lost" or corrupted data resulting from system malfunction
5. The Town shall maintain all licensing required to keep the CAMA and digital imagery software current and up to date
6. The Town shall timely notify the Contractor of all notifications from the BTLA (Board of Tax and Land Appeals) and/or Superior Court and will notify the Contractor immediately upon receipt of any pre-hearing and/or hearing notices, pleadings, deposition scheduling, interrogatories and requests for the production of documents generated from any active appellant;

This Agreement shall take effect January 1, 2021.

For the Town of Henniker,

Date

For the Contractor, Corcoran Consulting Associates, Inc.,

Marybeth Walker, President

Date

ADDENDUM A:

Full Company Personnel List:

| Name: | Company designation: | Certifications: |
|--------------------------|---|--|
| Marybeth Walker | President; District Manager Eastern Division; Appraisal Supervisor | NHDRA-Supervisor, Certified New Hampshire Assessor (21 years) |
| Monica Hurley | Vice President, District Manager Western Division; Appraisal Supervisor | NHDRA-Supervisor, Certified New Hampshire Assessor, specialized in Comm/Industrial properties (20 years) |
| Brian Hathorn | Field Appraiser- Comm/Industrial & Residential | NHDRA-Supervisor (32 years) |
| Ron Doyon | Field Supervisor/Appraiser Comm/Industrial & Res | NHDRA-Property Assessor (22 years) |
| Jay Ferreira | Field Appraiser/Assessor- Comm & Res | NHDRA-Supervisor; Massachusetts Assessor; Specializes in Comm/Industrial properties (28 years) |
| Susan Henderson- Daniels | Senior Data Collector- Residential/ Data entry specialist | NHDRA-Assistant Assessor (18 years) |
| Jared Hynes | Senior Data Collector-Residential | NHDRA-Assistant Assessor (8 years) |
| Catherine Walker | Senior Data Collector- Residential/Data entry specialist | NHDRA-Assistant Assessor (6 years) |

CORPORATE FEE SCHEDULE:

Compensation to the Contractor shall be according to the following Rate Schedule (per hour rate):

| | | |
|--------------------------------------|---------|----------------------------|
| Director: | \$88.00 | |
| Assessor's Agent: | \$77.00 | (Monica Hurley) |
| Senior Assessor: | \$77.00 | (Jay Ferreira) |
| Commercial Appraiser: | \$70.00 | (Ron Doyon) |
| Senior Data Collector: | \$58.00 | (Jared Hynes/Catie Walker) |
| Residential/General Data Collection: | \$54.00 | (Aaron Risi) |

Travel compensation is currently \$.57 per mile which is paid for one way travel to the site and mileage incurred while on the job. Use of boats and/or water vehicles shall be \$425 per day plus gas expended.

Invoices not paid within thirty (30) days of Contractor submittal shall accrue interest at 12% per annum to be billed to the Town within subsequent invoice(s).



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/11/2020

TITLE: Utility Revaluation Contract

INITIATED BY: Joseph R. Devine, Jr., Town Administrator

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

Our current contract with George E. Sansoucy for appraisal services and revaluation of utilities is expiring. I have spoken with Mr. Sansoucy, our current provider, for an updated agreement to provide these services from 2021-2025. He has provided a fixed fee of \$7,950 per year for these services, which is a decrease of \$1,250 from his last contract.

Legal Authority: N/A

Financial Details: \$7,950

Town Administrator Comment:

I would recommend moving forward with George E. Sansoucy for the purpose to utility appraisal and revaluation services.

Suggested Action/Recommendation:

Suggested Motion:

Motion: We authorize the Town Administrator to enter into and sign a contract with George E. Sansoucy for the purpose of utility appraisal and revaluation in the amount of \$7,950

December 11, 2020

Lindsey M. Stepp, Commissioner
NH Department of Revenue Administration
Governor Hugh Gallen State Office Park
109 Pleasant Street
P. O. Box 487
Concord, NH 03302-0487

RE: Town of Henniker – 2021 - 2025 Revaluation

Dear Commissioner Stepp:

In accordance with RSA 21-J:11 “Appraisal of Property for Ad Valorem Tax Purposes”, please be advised that George E. Sansoucy, P.E., LLC proposes to provide appraisal services for tax assessment purposes to the Town of Henniker. I am a Certified General Appraiser (NHCG-774) and will be responsible for the services rendered under this Agreement.

Our proposed Agreement is enclosed herein and has this day been forwarded to the Town of Henniker for signatures.

Please feel free to contact me if you have any questions.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC

A handwritten signature in cursive script that reads "George E. Sansoucy".

George E. Sansoucy, P.E.
Certified General Real Estate Appraiser
NH License Number: NHCG-774

GES/lt

Enclosure

cc: Town of Henniker

AGREEMENT

SUBJECT: A Contract to provide utility revaluation services to the Town of Henniker, New Hampshire to value, as of April 1, 2021 – April 1, 2025 for *ad valorem* taxation purposes, the utility properties located in the Town of Henniker.

CONTRACT SCOPE ATTENTION AND DELINATION: The New Hampshire Legislature has created new laws mandating certain methods of valuation of certain utility property. They also have mandated a defined reporting form for these certain utilities starting April 1, 2020. This contract is for the establishment of the new method of valuation and reporting based on this new law commonly called House Bill 700 (HB 700). As part of the new law, the legislature allowed for a 5-year phase-in of the impacts of the law on the present utility values both up and down as measured against the 2018 value issued by the Town on its MS-1 form. This phase-in is 20% per year up or down for 5 years. This contract scope intends to establish the value for the certain utilities and computerize the phase-in methodology and formulas and produce the second year, April 1, 2021 value, based on a 40% phase-in. This work scope will create the basis for the next 3 years for valuation methodology under the new law. The scope of work in this contract also separates the HB 700 utilities from the non-HB 700 utilities for the Town.

The Town of Henniker, hereinafter called the Town, and George E. Sansoucy, P.E., LLC, a Certified General Appraiser and Professional Engineer having a principal place of business at 7 Greenleaf Woods Drive, Unit 102, Portsmouth, New Hampshire 03801 in the County of Rockingham, State of New Hampshire, hereinafter called Sansoucy, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 Client: Town of Henniker

1.1.1 Name: Board of Selectmen
Town of Henniker
18 Depot Hill Road
Henniker, NH 03242

1.1.2 Contracting Official: Board of Selectmen

1.1.3 Authorized Contact: Joseph Devine, Town Administrator

1.2 Consultant: George E. Sansoucy, P.E., LLC

1.2.1 Name: George E. Sansoucy, P.E., LLC
Address: 148 Main Street, Lancaster, NH 03584
Tel: (603) 788-4000
E-mail: gsansoucy@sansoucy.com

Remittance address: 86 Reed Road, Lancaster, NH 03584

2. GENERAL SERVICES TO BE PERFORMED BY SANSOUCY

2.1 Scope of Work:

The scope of this work is for the revaluation of all taxable utility property in the Town of Henniker not currently subject to any settlement agreements or PILOTs. Values will be provided for 2025 by September 1st, or thereafter as soon as the revaluation land schedules are completed. Updated values will be provided for 2021 - 2024 by September 1st of each year or thereafter as soon as the revaluation land schedules are completed.

The valuations for the utility properties shown in pink in the table below will be developed based on the new House Bill 700 legally required methodology for valuation of the distribution utilities.

Those utilities which are not governed by House Bill 700 and are FERC regulated, such as high voltage transmission lines and utilities as shown in blue below, will be valued based on fair market value criteria and mass appraisal principles. These revaluations will be based on cost new less depreciation with consideration for market sales and income, where applicable, if any, in accordance with USPAP. The high voltage transmission public utility property to be valued will include utility land, easements, and land rights based on the most recent Town-wide mass appraisal land value schedules provided by the Town to us. The utilities to be included are:

| HB 700 UTILITIES |
|--|
| Eversource Energy – Distribution Property – 100% |
| Use of Public Rights-of-Way (On Street) |
| NON-HB 700 UTILITIES AND TELECOMMUNICATIONS |
| TDS Merrimack County Telephone – Poles and Conduit |
| 686 Flanders Road – Cellular Tower |
| 686 Flanders Road – Radio Tower |
| 1041 Old Hillsboro Road – Cellular Tower |
| Electric Transmission Easements/Rights-of-Way (Off Street) |
| Use of Public Rights-of-Way (On Street) |

The first step of this scope and valuation will include continued modeling, developing the 2018 base year glide path for 2021, under the law, and any reductions over the mandated five-year glide path period. This will also include construction work in progress (CWIP), and the separation and valuation of contributions in aid of construction (CIAC). This scope also will seek to sort out and make certain that undistributed plant constructed by the utilities but not yet distributed to their books, and CWIP, is sought after, added to, and valued for each of the utilities.

The next step of the scope is intended to address the non-House Bill 700 properties (in blue in the table) and the non-regulated utilities and telecommunication properties.

Fee land, buildings, office buildings, warehouses, service centers, etc. are specifically excluded from House Bill 700 in the law and are to be valued separately, either as part of the utility property herein or utilizing the CAMA system. We will guide that breakup as part of the modeling and value the buildings in their appropriate categories of property, either House Bill 700, non-House Bill 700, or non-utility buildings using the CAMA system.

Sansoucy will provide a summary revaluation report with all of the values provided and equalized at 100% for tax year 2025. Updated values will be provided for 2021, 2022, 2023 and 2024 by September 1st of each year or thereafter as soon as the revaluation land schedules are completed. We will also provide a sample write-up of the MS-1 with the correct values inserted into the correct categories, equalized, so that the Town may copy them over into the MS-1 as is.

Sansoucy will defend its appraisals at the local level. Should a taxpayer file an abatement, Sansoucy will defend the values from the beginning of the valuation process through the local abatement process as part of this contract, which will end on June 30 of the following year of the year of valuation. Should a defense be required beyond the local abatement process or should any settlement work be required, additional charges on a time and material basis in accordance with the attached rate sheet will apply.

2.1.1 Scope of the Work Products

Sansoucy will provide a revaluation letter for House Bill 700 as described above, and a revaluation report for the non-House Bill 700 properties. Sansoucy will include, as part of the revaluation report, the fair market value utilities (transmission utilities) for the year of revaluation (2025). A copy of this report will be mailed directly to the New Hampshire Department of Revenue Administration (DRA) in accordance with their rules. Updated values will be provided for 2021-2024 by September 1st of each year or thereafter as soon as the revaluation land schedules are completed.

2.1.2 Services to be Provided by the Town:

Sansoucy will provide the Town with a detailed request for information and site tours to be sent by the Town to the utilities. The Town will provide access to Town records, tax maps, and information provided by the utilities, and will request that the utilities provide information directly to Sansoucy.

The Town will provide for this Town-wide revaluation, where applicable, the following information to the best of its ability:

- Each company's 2020-2024 tax cards, including cell tower host sites, and tax bills;
- Any company's 2021-2025 Inventory of Taxable Property Form PA-28;
- The 2020-2024 MS-1;
- For the companies that are required to report, the companies' PA 80, 81 and 81E, and accompanying PA 84s;
- Copy of, or authorized access to, the most recent tax maps;
- Any recent building permits;
- Any current settlement agreements;
- Any PILOTs for the companies (if applicable);
- Any leases for cell towers or cellular carriers (if applicable);
- Any cell tower current use / land use change tax forms (if applicable);
- Any municipal GIS mapping indicating utility location and data;
- Pole license / franchise agreements (cable/telephone/fiber optic/attachers); and
- Most recent land valuation schedules.

2.2 Completion of Work:

All values will be provided to the Town by September 1 of each year. The final appraisal report for the 2025 revaluation will follow no later than 30 days after the Town files its MS-1, per DRA requirements.

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity affecting this contract.

2.3 Personnel:

All work will be overseen and reviewed by a DRA-certified Assessor or Assessor Supervisor.

All personnel and necessary field assistants employed by Sansoucy will be competent to perform the work they are called upon to do in a good and workmanlike manner and in accordance with all applicable laws and rules in effect at the time of the agreement.

All personnel performing *ad valorem* valuation tasks will be approved by the State of New Hampshire Department of Revenue Administration at an approval level commensurate with their level of appraisal involvement. The Assessor Supervisor is George Sansoucy and the manager of field listings and assessor assistant is Charelle Lucas.

2.4 Public Relations:

The Town and Sansoucy, during the progress of the work, will use their best efforts and that of their agents and employees to promote full cooperation and amiable relations with the utilities. All publicity and news releases, if any, will be sent out only by the Town, or its authorized representative(s), and not Sansoucy.

2.5 Confidentiality:

Sansoucy agrees to not disclose to anyone except to the Town or its authorized representative(s) or a court of law or tribunal, any information discovered for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the report, unless specifically authorized by the Town or under the New Hampshire freedom of information statutes.

2.6 Compensation and Terms:

The Town of Henniker, in consideration of the services hereunder to be performed by Sansoucy, agrees to pay Sansoucy a fixed fee of \$7,950 per year for the term of the contract. Invoices are due and payable net 30.

Should a taxpayer file for an abatement of taxes, Sansoucy will defend its values through the local abatement process as part of this agreement.

Any appeals, settlement work, assistance or testimony at the BTLA or Superior Court hearings or trial preparation, as well as any litigation support in the future related to these valuations, will be charged on a time and material basis per the attached rate sheet.

3. INSURANCE

3.1 Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

3.1.1 The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.

3.1.2 The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.

3.2 Sansoucy will provide a certificate of insurance confirming the above insurance coverages. All insurance will be valid in the State of New Hampshire.

4. ASSIGNMENT

This Contract and the duties of Sansoucy hereunder will not be assigned.

5. AMENDMENTS

This Agreement will not be amended, waived or discharged, unless by mutual written consent of both parties.

Date: _____

In witness thereof, the Town of Henniker has caused these presents to be signed by its Board of Selectmen, thereunto lawfully authorized and caused its corporate (if appropriate) seal to be affixed and George E. Sansoucy, P.E., LLC has caused the same to be signed by his lawfully authorized representative on the date and year first above written.

In the presence of:

Town of Henniker, New Hampshire

| | |
|-------|-----------|
| _____ | by: _____ |
| _____ | by: _____ |
| _____ | by: _____ |
| _____ | by: _____ |

Witness

Board of Selectmen

In the presence of:

George E. Sansoucy, P.E., LLC

Linda Thomas

Witness

by: _____

George E. Sansoucy, P.E.
 Certified General Appraiser – #NHCG-774

George E. Sansoucy, PE, LLC
Engineers & Appraisers



2021

ENGINEERING AND APPRAISAL RATE SCHEDULE*

Principal engineers, senior appraisers, MBAs,
including court testimony and deposition attendance\$290.00/hour

Research engineers, associates, appraisers\$225.00/hour

Technical personnel\$175.00/hour

Clerical personnel\$125.00/hour

- * All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Rev. 11/30/2020



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: December 8, 2020

TITLE: First Reading: Holiday Hours

INITIATED BY: Joseph R. Devine, Jr., Town Administrator

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

It is my opinion that the Town of Henniker has 2 options when dealing with Holiday Hours being accrued by the transfer station employees. This started years ago in response to a portion of the policy that states:

- Any full-time employee who is not scheduled to work on a calendar holiday may be given another scheduled workday off with pay, such day to be at the discretion of the department head.

Now typically holiday hours would not result in OT. Reason being is overtime needs to be paid only for hours worked in excess of 40 in a workweek. This means that an employee may be paid for 48 hours, but if eight of those were holiday pay, all hours can be paid as straight time, since only 40 hours were actually worked. BUT the Towns policy states:

- Actual Hours Worked
 - Actual hours worked constitutes "time worked" for the purpose of determining the work week required to establish eligibility for overtime compensation or compensatory time premium.
 - Holidays and vacation will be considered as "time worked".
 - Sick leave will not be considered as "time worked" except in those instances when someone is asked to work during an emergency declared by the department head or the board, e.g. snow storm, fallen trees, failed pumps, etc

The other option is change addendum A section 4 "Holidays". The last paragraph currently reads: "Police officers are required to work their regular number of hours regardless of any holidays which may occur during the work week. They are compensated for holidays at the rate of straight time. They receive their accumulated holiday pay in a lump sum every six (6) months - July and December." The change we could make is adding Transfer Station Employees to this section. The new paragraph will read:

“Police officers and Transfer Station Employees are required to work their regular number of hours regardless of any holidays which may occur during the work week. They are compensated for holidays at the rate of straight time. They receive their accumulated holiday pay in a lump sum every six (6) months - July and December.”

The reason for this change will serve as a solution for the holiday hours the transfer station had been accruing.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

I would recommend the board move forward with the second option, which is changing addendum A section 4 and adding “transfer station employees” as being eligible to receive 2 holiday checks per a year.

Suggested Action/Recommendation:

Suggested Action:

Motion: The Select Board moves this change to the personnel policy Addendum A section 4 to a second reading.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2020

TITLE: Payout of Holiday Accrued Time

INITIATED BY: Joseph R. Devine, Jr., Town Administrator

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

For years, the Transfer Station Employees have been banking holidays hours in a comp time fashion. This practice is obviously one that is not encouraged. I am recommending the Town pay out all hours accrued so this practice can stop. Currently the pay out will look like the following:

| | | |
|------------------|-------------|---------|
| Chazz Freeman | 74.25 hours | \$1,565 |
| Kristen Bergeron | 209 hours | \$5,171 |
| Marc Boisvert | 77.5 hours | \$2,081 |

These amounts include FICA. Marc is part-time and Chazz and Kristen were not vested by 1/1/21 so we do not have to pay NHRS on these wages.

Legal Authority: N/A

Financial Details: \$8,817 to pay this out

Town Administrator Comment:

I would recommend the board move forward and pay these balances off so the Town can remove them from our books. I have spoken to the Finance Department and we do have the funds necessary to cover this cost.

Suggested Action/Recommendation:

Suggested Action:

Motion: The Select Board authorizes the Town Administrator to pay out the \$8,817 in accrued holiday hours to the eligible employees.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/8/2020
TITLE: Renewal of TAN
INITIATED BY: Russ Roy
PREPARED BY: Russ Roy
PRESENTED BY: Joseph R. Devine, Jr. – Town Administrator

AGENDA DESCRIPTION:

Renewal of TAN for 2021. 2020 Rate was 2.55%, 2021 rate is down .20 to 2.35%. No other financial institution offers us a line of credit. Citizens Bank and TD will only offer loans, which advance full principal on day 1 and charge interest the full term. Bar Harbor no longer bids on Town projects unless we move all our accounts there. I recommend allowing the Finance Department to move forward with the renewal of the Tax Anticipation Note with Franklin Savings at 2.35% for 2021.

Legal Authority: Town Meeting has granted the right to borrow in anticipation of taxes until rescinded.

Financial Details: 2.35%, down .20 from 2.55% in 2020

Town Administrator Comment:

I agree with the Finance Director and feel if we need a TAN this would be the best way to move forward with it.

Suggested Action/Recommendation:

Suggested Motion: Motion to authorize the Town Administrator to sign paperwork to move forward with the renewal of the Tax Anticipation Note with Franklin Savings at 2.35% for 2021.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: December 8, 2020

TITLE: Transfer Station Disposal and Transportation RFP

INITIATED BY: Joseph Devine, Town Administrator

PREPARED BY: Joseph Devine, Town Administrator

PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

This is for discussion and approval of the MSW Solid Waste Contract for the Town of Henniker. This item was tabled on November 17, 2020 meeting. I am requesting the Board remove it from the table for discussion and approval.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment: N/A

Suggested Action/Recommendation:

Motion:



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 12/11/2020

TITLE: Building Code/Housing Code Ordinance

INITIATED BY: **Joseph Devine, Town Administrator**

PREPARED BY: Joseph Devine, Town Administrator

PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

I wanted to provide an update to the Board on the progress of the above ordinances. The Planning Board met on Wednesday December 9th to discuss the ordinances. They recommend 3 changes to the Building Code and 1 change to the Housing Code. The changes are as followed:

Henniker Building Code:

- Appendix B – Schedule for a building permit
 - Currently reads: "Town will have 30 days to approve or deny the permit"
 - *Planning Suggestion: Change to 14 days*
- Section VIII – Building Permit Required
 - Currently reads: "A building permit shall be valid for two (2) years."
 - *Planning Suggestion: Change to one (1) year*
- Section X – Permit Not Required
 - Currently Reads: "Other examples not requiring permits according to the code include"
 - *Planning Suggestion: Other examples not requiring permits according to the code include, but are not limited to "*

Housing Ordinance

- Section V – Exemptions
 - Currently reads: "All non-owner-occupied dwelling units which are condemned as uninhabitable for human occupancy or dwellings which are being renovated"
 - *Planning Suggestion: "All non-owner-occupied dwelling units which are condemned as uninhabitable for human occupancy and dwellings which are being renovated."*

On Friday, December 11th the Building Code Working Group also met to review the changes presented by the Planning Board. They decided to revise the Henniker Building Code as suggested by the Planning Board, except for section VIII Building Permit Required. They did not feel that change was necessary. The new revisions are as followed:

Henniker Building Code

- Section X – Permit Not Required
 - Other examples not requiring permits according to the code include, but are not limited to:
- Appendix B – Schedule for processing permit application
 - Upon submission of a complete application, the code official shall act to approve or deny a Building Permit within fourteen days (14) for one- and two-family dwellings and thirty (30) days for non-residential application encompassing more than two (2) dwelling units..

Henniker Housing Standards

- Section V – Exemptions
 - All non-owner-occupied dwelling units which are condemned as uninhabitable for human occupancy or dwellings which are being renovated, for which a legal current building permit has been issued, shall be exempt from this ordinance while the permit is valid.

The working group also decided to make suggestions for permit fees. Please see attached memo.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

I feel the Board should recommend the changes coming out of the working group so this document can be passed back to the Planning Board for review and Public Hearing in January.

Suggested Action/Recommendation:

Suggested Motion:

The Henniker Select Board hereby approves and supports the changes proposed tonight to the Henniker Building Code, Henniker Housing Code, and Citation Authority ordinances. Per RSA 675:3 we are sending these ordinances to the Planning Board for public hearing and placement on the Town Meeting Warrant.

TOWN OF HENNIKER
Town Ordinance
(RSA 674:51)

BUILDING CODE

I. STATEMENT OF PURPOSE:

The purpose of this code is to establish uniform rules and regulations for the construction of buildings within the corporate limits of the Town of Henniker. This code is not intended, nor shall it be construed, to create a duty on the part of Henniker or its officials, employees or agents, to promote the health, safety or economic interests of any person or entity, and no person or entity shall have the right to rely on this Code, or any action taken or not taken hereunder, as a basis to assert the claim for any loss, damage or expense against the Town, its officials, employees or agents.

II. ENFORCEMENT:

The town is establishing a process for the enforcement of the State Building Code in accordance with NH RSA 674:51.

III. BUILDING INSPECTOR:

- A. The position of Building Inspector is hereby established
- B. The Building Inspector is authorized to issue building permits as provided by RSA 676:11-13 and certificates of occupancy for any building or structure that is erected or remodeled or that undergoes a change, or expansion, of use.
- C. The Building Inspector is authorized to perform inspections as necessary to assure compliance with the Town Building Code regulations.
- D. The Building Inspector is authorized to enforce the State Building Code and all local ordinances. They may also perform inspections to assure compliance with the State Building Code and all local ordinances.

IV. ADOPTION OF CODES BY REFERENCE:

The Board of Selectmen of the Town of Henniker hereby adopts the following building codes and amendments thereto. These codes shall be known as the Henniker Building Code and are adopted to establish rules and regulations for the construction of buildings within the corporate limits of the Town of Henniker. Where any provisions of the Building Code Ordinance conflicts with State law, State law will supersede, unless provided for within this Ordinance or the provisions of the Adopted Codes. Additional codes adopted by reference herein, pursuant to NH RSA 674:51 and 674:51-a:

- A. NFPA 101 – Life Safety Code – 2015 Edition (or per the latest edition and Amendments as

adopted by the State of New Hampshire)

- B.** NFPA 1 – Fire Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- C.** NFPA 54 – National Fuel Gas Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- D.** NFPA 70 – National Electric Code – 2017 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- E.** NFPA 211 – Standards for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances – 2013 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- F.** IBC – ICC International Building Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- G.** IRC – ICC International Residential Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- H.** IPC – ICC International Plumbing Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- I.** IMC – ICC International Mechanical Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- J.** IEC – ICC International Energy Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- K.** IEBC – ICC International Existing Building Codes – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- L.** ISPSA – ICC International Swimming Pool and Spa Code – 2015 Edition (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- M.** IPMC – ICC International Property Maintenance Code – 2015 Edition
- N.** NH RSA 319 – Governing Electricians and homeowners’ exemptions
- O.** NH RSA 153:36 VIII - Mechanical Licensing and homeowners’ exemption

The Town of Henniker’s amendments to these Codes are attached. A copy of each of the Codes with the amendments is on file with the Town Clerk’s Office and the Building, Planning & Zoning Department. The State of New Hampshire amendments to these codes may be found at:

<https://www.nh.gov/safety/divisions/firesafety/building/documents/NH-Adopted-Building-and-Fire-Codes-September-2019.pdf>

V. APPLICABILITY OF BUILDING CODE:

“Name of jurisdiction” shall mean “Town of Henniker”. All buildings, building components, and structures constructed in the Town of Henniker shall comply with the Building Code, State Building Codes, and State Fire Codes. The construction, design, structure, maintenance, and use of all buildings or structures to be erected, and the alteration, renovation, rehabilitation, repair, removal, or demolition of all buildings and structures previously erected shall be governed by the provisions of the State building code.

VI. LEGAL STATUS:

The adoption of this ordinance shall not affect any suit or proceedings now pending in any court, nor shall it affect any legal decision reached prior to its adoption.

VII. SEPARABILITY:

If any portion of this ordinance is legally judged to be invalid or unconstitutional, it will have no effect on the remainder of the ordinance

VIII. BUILDING PERMIT REQUIRED:

Before beginning any work, except as exempted elsewhere in this ordinance, on any building project, the owner or his authorized agent shall secure a building permit from the Building, Planning, and Zoning Department in accordance with the applicable building code. Upon approval by the Building, Planning, and Zoning Department a permit card will be issued to the owner. This card shall be posted in a conspicuous location, visible from the street, for the duration of construction. A building permit shall be valid for two (2) years. If the project is not completed within the two-year permit window, written request for one-time extension of the time of completion shall be submitted to the Building Inspector/Code Enforcement Officer for approval

IX. AMENDMENTS TO BUILDING PERMITS:

Any amendment to a Building Permit shall be submitted in writing to the Building, Planning & Zoning Department, with appropriate adjustments to the permit fee. An amendment is required for any changes in building location, footprint, exiting, exit ways, life safety provisions, or significant changes in plumbing, electrical, mechanical, etc. Approval shall be granted before work is commenced. For other than one and two family dwellings, it shall be determination of the Planning and Zoning Staff whether the proposed changes merit an amendment to existing approved permit or require a new application submission.

X. PERMIT NOT REQUIRED

Work consistent with Section 102.6 of the adopted International Building Code or Section R105.2 of the adopted International Residential Code including small accessory structures of less than 200 square feet, interior finish work, ordinary repairs, or direct replacement with like materials, may be performed without a Building Permit. Other examples not requiring permits according to the code include, but are not limited to:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m²).
2. Fences, other than swimming pool barriers, not over 7 feet (2134 mm) high.
3. Oil derricks.
4. Retaining walls that are not higher than 3 feet (914 mm) measured from finished grade at the bottom of the wall to finished grade at the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks, driveways and on-grade concrete or masonry patios not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below and which are not part of an accessible route.
7. Painting, papering, tiling, carpeting, cabinets, countertops and similar finish work not involving structural changes or alterations.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Use Group R-3 occupancy, as applicable in Section 101.2, which are equal to or less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 927 L) capacity and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
11. Swings and other playground equipment.
12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
13. Nonfixed and movable fixtures, cases, racks, counters and partitions not higher than 5 feet 9 inches (1753 mm) and not containing any electrical, plumbing or mechanical equipment.
14. Portable grandstands or bleachers providing seating for fewer than 100 persons when located outside of a building.

Electrical:

1. Minor repairs and maintenance work, including replacement of lamps and fuses or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Electrical equipment used solely for radio and television transmissions, but a permit is required for equipment and wiring for power supply and for the installation of towers and antennas.
3. Temporary testing systems required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating or cooking appliances with a self-contained fuel supply.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances with a self-contained fuel supply.
2. Portable ventilation appliances.
3. Portable cooling units.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Emergency Repairs:

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

XI. CERTIFICATE OF OCCUPANCY:

When a Building Permit is required on any building project under this ordinance, such building project shall not be used or occupied, in whole or in part, as provided for in section IV, until the Certificate of Occupancy/Completion shall be issued by the Building, Planning & Zoning Department, unless approved in writing. No Certificate of Occupancy shall be issued unless there is compliance with the Building Code Ordinance, Zoning Ordinance, Subdivision Regulations and Site Plan Review Regulations, as required by RSA 673:13 I. All provisions contained in any of the national codes adopted under section IV relating to Certificates of Occupancy/Completions shall be enforced by the Building, Planning & Zoning Department. A Partial/Temporary Certificate of Occupancy/Completions, as provided for in any State building Code, may be issued for a period not to exceed thirty (30) days which may be extended at the discretion of the Building, Planning, and Zoning pursuant to RSA 676:12 III. The additional inspections required in order to issue a Temporary Certificate of Occupancy/Completion shall be paid for as established in the Rate & Fee Schedule adopted by the Board of Selectmen.

XII. ENFORCEMENT & PENALTIES

This ordinance shall be enforced by the Building, Planning & Zoning Department. In addition to any remedies available to the Town, specifically including those under RSA 676:15, any person who violates this ordinance.

- A. Shall be guilty of a misdemeanor if a natural person, or guilty of a felony if any other person.
- B. Shall be subject to a civil penalty not to exceed \$275 (\$500 for subsequent violations) for each day that such violation is found to continue after the date on which the violator receives written notice from the municipality that he/she is in violation, whichever is earlier.

- C. No action may be brought under this provision unless the alleged offender has been served with written notice which clearly sets forth the nature of the violation with reference to specific provisions of the Building Code. (A posted Stop Work Order constitutes such notice.)

XIII. BOARD OF APPEALS:

The Board of Appeals shall be the Henniker Zoning Board of Adjustments. Any person aggrieved by a decision of the Building, Planning, and Zoning Department may appeal such decision to the Board of Appeals. The Board of Appeals shall have the power by vote of a majority of its members to vary the application of any provision of the Building Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of the Building Code.

Any appeal to the Board of Appeals shall be taken within fifteen (15) days of the date of the decision except for decisions that a violation exists. With regards to decisions by the Building, Planning, and Zoning that there has been a violation of the Building Code, the applicant and/or contractor shall have seven (7) days from the receipt of the Notice of Violation to appeal the decision of the Building, Planning, and Zoning. The time notice and manner of the hearing before the Board of Appeals shall conform to the same requirements as a hearing before the Zoning Board of Adjustment. Any person aggrieved by a decision of the Board of Appeals may appeal such decision to the Superior Court for Merrimack County.

XIV. APPENDICES:

The following Appendices are attached hereto:

- A. Appendix A – Application for Building Permit
- B. Appendix B – Schedule for Processing Building Permit Applications
- C. Appendix C – Procedures for Handling Non-compliance

XV. AMENDMENTS:

The following amendments are attached hereto:

- A. Amendment A – NFPA 70 – National Electric Code – 2017 Edition
- B. Amendment B – International Building Code – 2015 Edition
- C. Amendment C – International Plumbing Code – 2015 Edition
- D. Amendment D – International Mechanical Code – 2015 Edition
- E. Amendment E – International Residential Code – 2015 Edition

XVI. EFFECTIVE DATE:

This ordinance shall take effect as of July 1, 2021

APPENDICIES

APPENDIX A – APPLICATION FOR BUILDING PERMIT

Application for a permit shall be made to the code official and shall be accompanied by one complete set of plans and specifications showing the work to be done. Additional sets of plans shall be provided for, if required by the Building, Planning, and Zoning Department. All plans shall bear the seal of an architect or engineer licensed by the State of New Hampshire, except for single or two-family residences or any structure which does not have its principal structural members reinforced concrete or structural steel and its two and one-half stories or less and 4,000 square feet or less in area and is not a building of assembly, church, hospital, or school use.

APPENDIX B – SCHEDULE FOR PROCESSING PERMIT APPLICATION

Upon submission of a complete application, the code official shall act to approve or deny a Building Permit within fourteen days (14) for one- and two-family dwellings and thirty (30) days for non-residential application encompassing more than two (2) dwelling units..

An application which is incomplete shall be deemed abandoned if no further action is taken by the applicant within 180 days after the original filing. All material furnished will be returned to the applicant upon written request. If construction is not started within one (1) year after the date of approval of the permit, the job will be considered abandoned and twenty-five (25%) percent of the Building Permit fee will be returned to the applicant upon written request.

APPENDIX C – PROCEDURE FOR HANDLING NON-COMPLIANCE

The owner/owner's representative shall obtain an appointment for an inspection 24 hours before any work is covered to determine Building Code compliance. If the code official finds work covered the contractor shall, upon request uncover the work for inspection. If an owner/contractor is not available at a scheduled inspection, the owner may be charged a fee as established in the current Rate & Fee Schedule as adopted by the Board of Selectmen to cover the Building, Planning, and Zoning Department costs and will be required to reschedule immediately the required inspection.

If the code official determines that work is proceeding without the required inspections being requested, the Building Permit will be suspended and the code official shall remove the Permit Card from the project and no further work shall be done under the Building Permit until the suspension has been lifted.

Reinstatement of the Building Permit will require the contractor to pay to the Building, Planning, and Zoning Department a sum equal to one-half of the original permit fee or fifty dollars (\$50.00), whichever is greater.

The provision of this Appendix shall equally apply to the owner if the owner is performing the work on the building or structure.

AMENDMENTS

Amendment A – NFPA 70 – National Electrical Code – 2017 Edition:

Amendment B – International Building Code – 2015 Edition:

The latest adopted Town of Henniker Zoning Ordinance will be used together with the International Building Code. If conflicts occur, the Town of Henniker Zoning Ordinance will govern.

| | |
|------------------|---|
| Section 112 | Replace with section 14 of this ordinance – Board of Appeals |
| Section 1805.2.1 | For the purpose of this section, the front line is five (5) feet below finished grade to the bottom of the footing or pier. |
| Section 2901.1 | Replace the last sentence with: All private sewer disposal systems shall be approved by the State of New Hampshire Water Supply and Pollution Control Division. |
| Section 3107 | The provisions of this section shall be used together with the Henniker Zoning Ordinance. In case of conflicts, the Zoning Ordinance shall govern. |

Amendment C – International Plumbing Code – 2015 Edition:

All amendments adopted by the State of New Hampshire Plumbers Licensing Board under Plu 701.2 Amendments are adopted.

| | |
|-------------------|--|
| Section 106.6.2 | Insert “Rate & Fee Schedule” as adopted by the Board of Selectmen |
| Section 106.6.3 | Also see the “Rate & Fee Schedule” as adopted by the Board of Selectmen |
| Section 108.4 | Replace with section 13 of this ordinance – <u>Enforcement and Penalties</u> |
| Section 108.5 | Insert at end of paragraph “... shall be liable to penalties in accordance with section 13 of this ordinance – <u>“Enforcement and Penalties”</u> ” |
| Section 109 | Replace with section 14 of this ordinance – <u>Board of Appeals</u> |
| Section P-305.6.1 | Substitute the following: Building sewers that connect to private sewage disposal systems shall conform to regulations adopted pursuant to RSA 485-A relative the minimum depth below finished grade. Building sewers that connect to public sewers shall be minimum depth of 4 feet below grade or adequately insulated to afford the same protection whenever a condition arises that the same protection whenever a condition arises that the 4 feet cannot be attained.” |
| | |

Amendment D – The International Mechanical Code – 2015 Edition

| | |
|-----------------|---|
| Section 106.5.2 | Insert “Rate & Fee Schedule” as adopted by the Board of Selectmen |
| Section 106.5.3 | Also see the “Rate & Fee Schedule” as adopted by the Board of Selectmen |

| | |
|---------------|---|
| Section 108.4 | Replace with Section 13 of this ordinance – <u>Enforcement and Penalties</u> |
| Section 108.5 | Insert at end of paragraph “...shall be liable to penalties in accordance with Section 13 of the Henniker Building Code Adopting Ordinance – <u>Enforcement and Penalties</u> ” |
| Section 109 | Replace with Section 14 of this ordinance – <u>Board of Appeals</u> |

Amendment E – International Residential Code – 2015 Edition

| | |
|----------------|--|
| Section R101.1 | Insert “Town of Henniker” |
| Section 106.2 | After the first sentence, insert “The site plan shall depict the existence and location of all public and private easements, as well as applicable setback lines from lot lines, wetlands, and other features creating setbacks under the Henniker Zoning Ordinance” |
| Section 108.5 | Delete “Building Official and insert “Board of Selectmen” |
| Section R301.2 | Amend Table by inserting design criteria |

2009 IRC Table R301.2 (1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

| Ground Snow Load | WIND DESIGN | | SEISMIC DESIGN CATEGORY ^f | SUBJECT TO DAMAGE FROM | | | WINTER DESIGN TEMP ^g | ICE BARRIER UNDERLAYMENT REQUIRED ^h | FLOOD HAZARDS ^g | AIR FREEZING INDEX ⁱ | MEAN ANNUAL TEMP ^j |
|------------------------|-----------------------------|--------------------------------------|--|-------------------------|----------------------------------|-----------------------|---------------------------------------|--|-------------------------------|---------------------------------------|-------------------------------------|
| | Speed ^d (mph) | Topographic- effects ^k | | Weathering ^a | Frost line depth ^b | Termite ^c | | | | | |
| 50psf | 90-100 | No | C | Severe | 48" | Slight to Moderate | 0 | Yes | March 1989 DFIRMS 2015 | 2000 | 47 |

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.

b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.

c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with [Section R301.2.1.4.](#)

e. The outdoor design dry-bulb temperature shall be selected from the columns of 97¹/₂-percent values for winter from Appendix D of the *International Plumbing Code*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the building official.

f. The jurisdiction shall fill in this part of the table with the seismic design category determined from [Section R301.2.2.1.](#)

g. The jurisdiction shall fill in this part of the table with (a) the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), (b) the date(s) of the Flood Insurance Study and (c) the panel numbers and dates of all currently effective FIRMs and FBFMs or other flood hazard map adopted by the authority having jurisdiction, as amended.

h. In accordance with [Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1](#), where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."

i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.

j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.

k. In accordance with [Section R301.2.1.5](#), where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

TOWN OF HENNIKER
Town Ordinance
(RSA 674:51)

HOUSING STANDARDS ORDINANCE

I. STATEMENT OF PURPOSE.

This Ordinance provides health-based provisions to simplify and complement existing policies, ordinances, codes and laws already in use by the Town of Henniker and State of New Hampshire for the upkeep of existing homes. Individually and together, the Ordinance constitutes minimum performance standards for property and housing use and maintenance necessary to preserve neighborhoods, abate nuisances, and protect the public health, safety, and welfare of Town residents.

The following is a list of current codes, ordinances, and some of the laws used to both create this document and to aid in the enforcement goal of safe and healthy housing.

- A. State Fire Code Saf-C 6000
- B. International Building Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- C. International Energy Conservation Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- D. International Existing Building Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- E. International Mechanical Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- F. International Plumbing Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- G. International Residential Code 2015 with Amendments (or per the latest edition and Amendments as adopted by the State of New Hampshire)
- H. International Property Maintenance Code 2015
- I. National Electrical Code 2017 with Amendments
- J. State of New Hampshire Health Officers Manual
- K. Town of Henniker Zoning Ordinance
- L. National Healthy Housing Standard 2014 (NHHS 2014)

- M. State of New Hampshire RSA 141-E
- N. State of New Hampshire RSA 48-A
- O. State of New Hampshire RSA 130-A
- P. State of New Hampshire RSA 540-A
- Q. State of New Hampshire Department of Environmental Services (NH DES)
- R. National Fire Protection Association 1 (NFPA 1)
- S. National Fire Protection Association 72 (NFPA 72)

II. DEFINITIONS.

For this Ordinance, the following words and phrases shall have the meaning respectively ascribed to them by this Section. Where the words “dwelling,” “dwelling unit,” “premises,” and “structure,” or a particular building component are used in this Ordinance, they shall be construed as if they were followed by the words “or any part thereof.” Words used in the singular include the plural, and the plural the singular:

Adequate shall mean sufficient to accomplish the purpose intended without unreasonable risk to human health or safety, per the AHJ or designated official.

AHJ shall mean Authority Having Jurisdiction

Approved shall mean established by the local or state authority having such administrative authority or determined by the designated official.

Asbestos shall mean chrysotile, amosite, crocidolite; or, in fibrous form, tremolite asbestos, anthophyllite asbestos, or actinolite asbestos.

Asbestos-containing material shall mean any material or product containing more than one percent asbestos.

Backdrafting shall mean improper venting of combustion appliances that causes combustion by-products or other gases to enter the indoor environment rather than to exhaust outdoors.

Balusters shall mean pillars or columns in a series supporting a rail or guard.

Basement shall mean a portion of a building located partly or entirely below grade.

Biological agent shall mean but not be limited to mold, infestation, human and animal waste, wastewater, sewage, rotting material, and accumulation of trash that may harbor viruses, parasites, fungi, and/or bacteria.

Carbon monoxide alarm shall mean an electronic device that measures the level of carbon monoxide gas in the air and is equipped with a sensor that activates an audible alarm when an amount of carbon monoxide above the device's threshold level accumulates in the area in which the alarm is located.

Chemical agent shall mean chemicals that have the potential to cause adverse health effects.

Chimney shall mean a vertical masonry shaft of reinforced concrete or other approved noncombustible, heat-resisting material enclosing one or more flues, to remove products of combustion from solid, liquid, or gaseous fuel.

Class ABC fire extinguisher shall mean a fire extinguisher capable of putting out (1) fires in ordinary combustible materials, such as wood, cloth, paper, rubber, and many plastics (Class A); (2) fires in flammable liquids, combustible liquids, petroleum greases, tars, oils, oil-based paints, solvents, lacquers, alcohols, and flammable gases (Class B); and (3) fires that involve energized electrical equipment (Class C).

Cleanable shall mean moisture-resistant, free from cracks, pitting, chips, or tears, and designed to be cleaned frequently.

Common areas shall mean areas within multifamily housing that are designated for use by all occupants, owners, tenants, or users of a building or building complex, including but not limited to corridors, hallways, lobbies, parking areas, laundry rooms, recreational spaces, pools, and exterior property.

Dwelling shall mean any building wholly or partly used or intended to be used for living, sleeping, cooking, and eating.

Dwelling unit shall mean a room or group of rooms used or intended to be used for living, sleeping, cooking, and eating by one or more individuals living together as a single household.

Egress shall mean the path available for a person to leave a building. This route shall be unobstructed, and doors along this route cannot be subject to locking from the side to which people will be leaving.

Electrical system shall mean a system that makes electricity available in a building and distributes it through outlets and lighting fixtures for occupant use.

Emergency escape and rescue opening shall mean an operable window, door, or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

Flue shall mean a conduit made of non-combustible heat-resisting material that is used to remove the products of combustion from solid, liquid, or gaseous fuel.

Formaldehyde shall mean the colorless, flammable carcinogenic chemical, an organic compound with the formula HCHO , which is used in the manufacture of building materials (e.g., pressed wood products) and household products. Federal limits for formaldehyde emissions from building materials (hardwood plywood, medium-density fiberboard, and particleboard) were established in 15 U.S.C. 2697(b) (2).

Friable shall mean asbestos-containing material that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Grade shall mean the finished ground level adjoining building at all exterior walls.

Graywater system shall mean a system for collecting household wastewater from plumbing fixtures other than toilets and treating it for non-potable reuse.

Guard shall mean a building component or a system of building components located near the open sides of elevated walking surfaces or adjacent to a window that minimizes the possibility of a fall from the walking surface or window to the lower level.

Habitable room shall mean an enclosed floor space used or intended to be used for living, sleeping, cooking, or eating, and excluding bathrooms, toilet rooms, laundries, furnace rooms, pantries, kitchenettes, utility rooms, foyers, communicating corridors, stairways, closets, storage spaces, workshops, or rooms with less than 70 ft² (6.5 m²) of floor space.

Handrail shall mean a horizontal or sloping rail intended for grasping by the hand for guidance or support that adheres to code.

Harborage shall mean any conditions or place where pests can obtain water or food, nest, or obtain shelter.

Healthy: See “safe and healthy.”

Heating system shall mean facilities that, for the purpose of maintaining thermal comfort during cold weather, heat air or water through a furnace or heat pump and distribute such heat through vents, ducts, pipes, or radiators, or hardwired electrical heaters. Neither a cooking appliance nor a portable, unvented fuel-burning space heater is a heating system. No solid fuel appliance can act as a primary source of heat.

Infestation shall mean the recurrent presence of any life stages of a pest that presents a hazard to humans, property, or the environment.

Insects shall mean all species of classes of Arachnida and Insecta (Hexapoda) of the phylum Arthropoda and includes but is not limited to flies, mosquitoes, bed bugs, crickets, cockroaches, moths, bees, wasps, hornets, fleas, lice, beetles, weevils, gnats, ants, termites, mites, ticks, spiders, and scorpions.

Integrated pest management shall mean a systematic strategy for managing pests that consists of prevention, exclusion, monitoring, and suppression of pests. Where chemical pesticides are necessary, a preference is given to materials and methods that maximize safety and reduce environmental health risk. Methods to manage pests include eliminating their harborage places; removing or making inaccessible their food and water sources; routine inspection and monitoring; identification of evidence found; treatment that is scaled to and designed for the infestation; using the least-toxic pesticide for the identified pest; and follow-up inspection until the infestation is gone. Low-toxicity pesticide products are labeled with the signal word of CAUTION while WARNING, DANGER, and POISON indicate higher levels of toxins.

Lead-based paint shall mean equal to or greater than 1.0 milligram lead per square centimeter or 0.5 percent lead by weight for existing surfaces, paint, or other surface coatings, and equal to or greater than 90 parts per million (ppm) or .009 percent lead for paint and other surface coatings at the point of purchase.

Lead-based paint hazard shall mean any deteriorated lead-based paint, dust-lead hazard, soil-lead hazard, lead-based paint present on chewable surfaces with teeth marks, or lead-based paint present on friction surfaces, in accordance with 40 C.F.R. § 745.65.

Let shall mean to lease or grant the use and possession of real property whether or not for compensation.

Long-lasting battery shall mean a battery having a life of ten or more years.

Methamphetamine shall mean the synthetic drug with more rapid and lasting effects than amphetamine, sometimes used or manufactured illegally as a stimulant.

Mold shall mean a growth that a fungus produces on damp or decaying organic matter or on living organisms.

Multifamily housing shall mean any dwelling containing more than two dwelling units.

Occupant shall mean any individual living, sleeping, cooking, or eating in and having possession of a dwelling or dwelling unit.

Owner shall mean any person who alone, jointly, or severally with others, has legal title to the premises, dwelling, or dwelling unit, with or without accompanying actual possession thereof; has charge, care, or control of any premises, dwelling, or dwelling unit, as owner, agent of the owner, or other person; is executor, administrator, trustee, or guardian of the estate of the owner; is a mortgagee in possession; or is the senior officer or trustee of the association of unit owners of a condominium.

Person shall mean any individual, firm, corporation and its officers, association, partnership, cooperative, trustee, executor of an estate, governmental agency, or any other legal entity recognized by law.

Pesticide shall mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or intended for use as a plant regulator, defoliant, or desiccant.

Pests shall mean insects, rodents, or other vermin.

Plumbing shall mean and include any and all of the following facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, bathtubs, shower baths, catch basins, drains, vents, installed clothes washing machines and dishwashers, and any other supplied plumbing fixtures, together with all connections to water, sewer, or gas lines.

Potable water shall mean water that complies with the maximum contaminant limits of the United States Environmental Protection Agency (EPA) or a regulatory limit that is more protective than EPA's.

Premises shall mean a lot or parcel of land or plot of land, either occupied or unoccupied by any dwelling, and includes any such building, accessory structure, or other structure thereon.

Privacy shall mean the existence of conditions that permit an individual or individuals to be without observation, interruption, or interference by unwanted individuals.

Properly connected shall mean installed in accordance with all applicable codes and ordinances, and in good working order and not constituting a hazard to life or health.

Recyclable materials shall mean disposable products composed of glass, metal, paper, plastic, and similar content that can be processed to produce a new supply of the same material or be reused in the production of other materials.

Riser shall mean the vertical surface that connects one tread of a step or stair to the next.

Rodent shall mean any member of the order Rodentia, including but not limited to field and wood mice, wood rats, squirrels, woodchucks, gophers, Norway rats (*Rattus norvegicus*), roof rats (*Rattus rattus*), and house mice (*Mus musculus*).

Rubbish shall mean garbage, refuse, trash or ashes.

Safe and healthy shall mean the condition of being free from danger and chemical, biological, and physical agents that may cause injury, disease, or death; and fit for human occupancy.

Sleeping room shall mean a room that meets the area, placement and egress requirements for such a use per the reasoned judgement of the AHJ.

Smoke shall mean emissions from a lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted biomass-burning substances such as but not limited to tobacco, marijuana, and incense.

Smoke detector shall mean a device that is equipped to activate an audible alarm when it detects the presence of combustion products in air.

Space heater shall mean a self-contained convection or radiant heater designed to heat a room, two adjoining rooms, or some other limited space or area.

Supplied shall mean paid for, furnished by, provided by, or under the control of the owner or operator.

Toilet room shall mean a room containing a water closet or urinal but not necessarily a bathtub or shower.

Trash shall mean garbage, refuse, rubbish or ashes.

Trash container shall mean a container with a tight- fitting lid that is constructed of metal or other durable material that is impervious to rodents, insects, and handling stress; and is capable of being filled, emptied, and cleaned without creating unsanitary conditions.

Tread shall mean the horizontal surface of a step or stair.

Unblockable drain shall mean a pool, spa, or whirlpool drain of any size and shape that a human body cannot sufficiently block to create a suction entrapment hazard, per code.

Ventilation system shall mean the natural or mechanical process of supplying or removing conditioned or unconditioned air to or from a space.

Volatile organic compounds, or VOCs, shall mean organic chemical compounds whose composition makes it possible for them to evaporate under normal indoor atmospheric conditions of temperature and pressure.

Waterproof shall mean impervious to water.

Watertight shall mean closely sealed, fastened, or fitted so that no water enters or passes through the surface.

Weathertight shall mean secure against penetration by air, wind, rain, snow, and other weather conditions.

III. ADMINISTRATION AND ENFORCEMENT

- A. **Inspection.** In the administration of this Ordinance, the Code Enforcement Officer may inspect buildings, premises, and dwellings or dwelling units with consent or pursuant to an administrative warrant issued under RSA 155-A:7 and RSA 595-B.
- B. **Notice of Violation.** If the Code Enforcement Officer observes a violation but determines it does not rise to the magnitude of an immediate notice to vacate because said violation does not pose a serious hazard to life, health, or safety, the Code Enforcement Officer shall issue a notice of violation to the property owner or occupant stating the nature of the violation and the time period within which such violation must be corrected, and describing the administrative appeals process. If the owner or occupant fails to correct the violation in a timely manner, the Code Enforcement Officer may commence formal enforcement action, as allowed by law, to correct the violation.

IV. PENALTIES

A. Violations

- i. Any violation of a provision of this Ordinance or any failure to comply with this Ordinance shall be prosecuted within the limits provided by NH RSA 31:39 III, with penalties not to exceed \$1,000 for each offense.
- ii. Each day that a violation continues shall constitute a separate offense.

V. EXEMPTIONS

A. Exempt Units

- i. All owner occupied single and two-family dwellings
- ii. All non-owner-occupied dwelling units which are condemned as uninhabitable for human occupancy or dwellings which are being renovated, for which a legal current building permit has been issued, shall be exempt from this ordinance while the permit is valid.

VI. APPEALS.

For the purpose of this Ordinance, the Zoning Board of Adjustment shall be designated as the acting Building Code Board of Appeals for the Town of Henniker. Any party who has been aggrieved by a decision of the Code Enforcement Officer in the application of this Ordinance may appeal from such action by filing a written appeal from said administrative decision within thirty (30) days from the date of decision, said appeal to be filed with the Zoning Board of Adjustment through the Building, Planning, and Zoning Department. All appeals to the Building Code Board of Appeals shall be subject to the limitations and requirements of RSA 674:34.

VII. DUTIES OF OWNERS AND OCCUPANTS.

- A. **Duties of Owners.** The owner has the duty to ensure that the structure, dwelling, dwelling unit, common areas, and premises are maintained in a safe and healthy condition, in compliance with this Ordinance and other applicable requirements.
 - i. The owner shall ensure there is no accumulation of garbage or rubbish in common areas resulting from the landlord failing to provide and maintain trash containers, bulk storage containers, recycling containers, and areas where the containers are stored or have a written lease agreement to the contrary. NH RSA 48-A:14
 - ii. The owner shall maintain the building and premises to keep pests from entering the building and dwelling units, inspect and monitor for pests, and eliminate pest infestation in accordance with integrated pest management methods. NH RSA 48-A:14
 - iii. The owner shall provide occupants with at least 48 hours written notice of the planned use of a chemical agent such as a pesticide or herbicide, the date and location of application, and a copy of the warning label. NH RSA 540-A:3
 - iv. The owner shall not cause or allow any water, sewage, electrical, or gas service, facility, or equipment required for safe and healthy occupancy to be removed, shut off, or discontinued for any occupied dwelling, except for such temporary interruption as may be necessary while repairs or alterations are being performed, or during temporary emergencies requiring discontinuance of service. This provision does not apply where the occupant has contractual control over the service and shall not be interpreted as preventing a utility company from discontinuing service for reasons allowed by law. NH RSA 540-A:3
 - v. The owner shall investigate occupant reports of unsafe or unhealthy conditions, respond in writing, and make needed repairs in a timely manner per applicable laws, codes and ordinances. NH RSA 540-A:3
- B. **Duties of Occupants.** The occupant shall properly use and operate the dwelling unit and owner-supplied fixtures and facilities controlled by the occupant in order to maintain a safe and healthy environment within the dwelling unit, and report unsafe or unhealthy

conditions, including breakdowns, leaks, and other problems requiring repair to the owner in a timely manner. RSA 540-A:3

- i. The occupant shall place trash and recyclables in the appropriate containers per written signed agreement. NH RSA 540-A:3
 - ii. The occupant shall work with the owner to ensure pest-free conditions in accordance with integrated pest management. If the occupant's action leads to pooling of water or another excessive moisture problem inside the dwelling unit, the occupant shall clean up and dry out the area in a timely manner. NH RSA 540-A:3
-

ALL SECTIONS BELOW ARE EXAMPLES OF COMMON VIOLATIONS AND CONCERNS, BUT ARE NOT LIMITED TO THE FOLLOWING:

VIII. STRUCTURE, FACILITIES, PLUMBING, AND SPACE REQUIREMENTS

- A. **Structure.** Every slab foundation, roof, floor, exterior and interior wall, ceiling, inside and outside stair, porch, deck, trim, accessory structure, fence, door, window, and window glass shall be safe to use and capable of supporting the intended design loads and load effects and shall be in good condition. NHHS 2014 / IPMC 2015
- B. **Facilities.** Every plumbing fixture and pipe, chimney, flue, smoke pipe, and every other facility, piece of equipment, or utility shall be installed in conformance with applicable statutes, ordinances, and regulations. NH RSA 48-A:14
 - i. Mechanical, utility, and heating equipment shall be separated from habitable rooms. In multifamily buildings, equipment rooms shall be secured per applicable laws, codes and ordinances. NH RSA 48-A:14
- C. **Plumbing Systems.** Every plumbing fixture, stack, vent, water, waste, and sewer pipe shall be properly installed, maintained in a safe and functional order, and kept free from obstructions, leaks, and defects. NH RSA 48-A:14
 - i. An approved potable water supply system shall provide an adequate amount of running water under pressure to all fixtures simultaneously. NH RSA 48-A:14
 - ii. An adequate supply of heated running water under pressure shall be supplied to sinks, bathtubs, showers, and laundry facilities. Water heaters shall be set at a minimum temperature of 110° F (43° C). At bathtub faucets and shower heads, the maximum temperature shall be 120° F (49° C). Heated water shall be provided by either a tank-type or tankless water heater. A tank-type water heater shall have a temperature/pressure relief valve that discharges to a drip pan, storage tank, or the outside. The temperature of water discharged from a tankless water heater shall not exceed 140° F (60° C). NH RSA 48-A:14 / IRC 2015 P2708.4 / P2801.6.1 / P2803.2
 - iii. Every waste pipe shall be connected to a public sewer system, an approved private sewage disposal system, or an approved graywater system. No toilet waste pipe shall be connected to a graywater system. The drainage system shall have an accessible

cleanout. IRC 2015 P2602.1

- iv. Bathtub and shower faucets shall have anti-scald devices, such as an automatic temperature control mixing valve, water temperature limiting devices, or temperature actuated flow reduction valve. IRC 2015 P2708.4
- v. Multifamily housing with one or more central water heaters shall comply with ASHRAE Standard 188P to assess and manage the risks associated with Legionella in building water systems. NHHS 2014

D. Kitchen. Every dwelling unit shall have a single kitchen equipped with the following:

- i. A kitchen sink in good working condition that is properly connected to heated and unheated water supplies and waste pipes. Any provided dishwasher and components of the sink, including disposal and water filtration devices, shall be in good working condition and properly connected. RSA 48: A, 2015 / IPMC 502.1
- ii. A counter for food preparation and cabinets and/or shelves sufficient to store occupants' food that does not require refrigeration and eating, drinking, and food preparation equipment. Cabinets shall have tight-fitting doors and no gaps between any surfaces. The counter, countertop edges, cabinets, and shelves shall be of sound construction and furnished with surfaces that are impervious to water, smooth, and cleanable. NHHS 2014
- iii. A range for cooking food. The range shall be properly installed with all necessary connections for safe and efficient operation and shall be maintained in good working condition. NHHS 2014
- iv. The range shall include an oven unless both a separate oven, other than a microwave oven, and a cooktop are provided. A hot plate is not an acceptable substitute for burners on a range or cooktop. The range or cooktop shall have a vertical clearance of not less than 30 inches (762 mm) from above its surface to unprotected combustible material. Reduced clearances are permitted in accordance with the listing and labeling of a range hood. NHHS 2014
- v. If the lease does not provide for a range, adequate connections for the occupant's installation and operation of a range shall be provided. NHHS 2014
- vi. A refrigerator with a freezer. The refrigerator shall be in good working condition, of sufficient size to store occupants' food that requires refrigeration, and capable of maintaining a temperature less than 41° F (6° C) but more than 32° F (0° C). The freezer section shall be capable of maintaining a temperature below 0° F (-18° C). If the lease does not provide for a refrigerator, adequate connections for the occupant's installation and operation of a refrigerator shall be provided. NHHS 2014
- vii. A kitchen floor in good condition with a sealed, water-resistant, nonabsorbent, and cleanable surface. NHHS 2014 / 2015 IPMC 404.7

- viii. Wall surfaces immediately adjacent to the range, sink, and counter shall be covered with an impervious finish. NHHS 2014 / 2015 IPMC 404.7
- ix. The joints where a wall meets a cabinet or counter, and where a counter meets a stove or sink shall be sealed or covered to permit thorough cleaning and deter pests. NHHS 2014 / 2015 IPMC 404.7

E. **Bathroom.** Every dwelling unit shall have a private bathroom equipped with the following:

- i. A toilet in good working condition that is sealed to the waste pipe and affixed to the floor and properly connected to both the dwelling's water supply and a waste pipe leading to an approved sewage system or private waste disposal system. IRC 2015 R306.1
- ii. A sink in good working condition, with a stable connection to the wall or secure attachment to the floor that is properly connected to the heated and unheated potable water supply and a sealed trap leading to a waste pipe. IRC 2015 R306.4
- iii. A bathtub or shower in good working condition that is properly connected to the heated and unheated potable water supply and a waste pipe. The bottoms of bathtubs and shower floors shall have permanent or removable nonslip surfaces. IRC 2015 307.2 / IPMC 502.1
- iv. Cleanable nonabsorbent water-resistant material on floor surfaces and extending on bathroom walls at least 72 inches (183 cm) above the floor of a bathtub or shower stall. Such materials on walls and floors shall form a watertight joint with each other and with the bathtub or shower. IRC 2015 R307.2
- v. Ventilation for the bathroom provided. IRC 2015 R303.3
- vi. A door that latches and locks and operates without the need for special knowledge or tools. IPMC 2015 F 702.3
- vii. Grab bars shall be firmly anchored to the wall adjacent to each bathtub, shower, and toilet in accordance with the Americans with Disabilities Act Design Guidelines if needed by tenants upon request. NHHS 2014
- viii. Tub and shower enclosures composed of tile or panel assemblies with caulked joints shall be installed over moisture-resistant backing material, such as cement board behind such tub and shower enclosures. Monolithic tub and shower enclosures (e.g., fiberglass with no seams) are exempt from these limitations unless required by the manufacturer. NHHS 2014

F. **Minimum Space.** The dwelling shall provide privacy and adequate space for sleeping and living.

- i. A bedroom shall not be the only passageway to the only bathroom in a dwelling unit

with more than one bedroom. 2015 IPMC 404.4.3

- ii. A bathroom or toilet room shall not be the only passageway to any habitable room, hall, basement, or the exterior of the dwelling. 2015 IPMC 503.1
- iii. Every habitable room shall have a minimum floor area of 70 ft² (6.5 m²) and the room shall not be less than 7 feet in any horizontal direction. IRC 2015 R304.2
- iv. Every dwelling shall have closet space or other storage space to store occupants' clothing and personal belongings. NHHS 2104
- v. The ceiling height of any habitable room shall be at least 84 inches (213 cm). In a habitable room with a sloping ceiling, at least one-half of the floor area shall have a ceiling height of at least 84 inches (213 cm). If any part of a room has a ceiling height lower than 60 inches (152 cm), its floor area shall not be considered when computing the floor area of the room. 2015 IRC 305
- vi. A habitable non-sleeping room located partly or totally below grade shall be provided with natural light by windows in accordance with Section VIII, Article C, and ventilation in accordance with Section IX, Article C. In such a room, the ceiling and any ducts, pipes, and other obstructions shall be at least 84 inches (213 cm) above the floor throughout the room, and walls and floors shall be waterproof and free of dampness. 2015 IRC 305

- G. **Floors and Floor Coverings.** Floors and floor coverings shall be attached at each threshold, maintained in safe and healthy condition, capable of being cleaned, and free of bulges and buckling. Carpets shall have no tears, folds, or bumps. NHHS 2014

IX. SAFETY AND PERSONAL SECURITY.

- A. **Egress.** In accordance with local fire codes, every dwelling unit shall have at least two means of egress that serve as emergency escapes and rescue openings. Each egress shall lead outside without passing through another dwelling unit or garage. IRC 2015 311.1
 - i. Egress routes shall be unobstructed. Doors along egress routes shall be openable from the inside without the use of a key or tool or special knowledge. IRC 2015 section R310, R311.1
 - ii. Any bedroom located below the fourth floor shall be provided with an exterior window openable from the inside that can be used as a means of emergency egress. IRC 2015 R310.2.1

- iii. If a habitable room partly or totally below grade is intended for sleeping purposes, at least one exterior window shall be openable from the inside and accessible for easy and ready use as an emergency exit. The window shall have the following minimum dimensions: a net clear opening of 5.7 ft² (0.53 m²); 24 inches (61 cm) from the top of the sill to the bottom of head of the window frame; a width of 20 inches (51 cm); and a sill height of not more than 44 inches (112 cm) from the floor.

IRC 2015 R310.2.1, R310.2.3, R310.2.4

- a. If the window opening sill height is below ground elevation, the horizontal dimension (width times projection) of the window well shall be at least nine sq. ft. and the horizontal projection shall extend at least 36 inches (91 cm) from the exterior side of the window. IRC 2015 R 310.2.3
- b. If the egress window well is deeper than 44 inches (112 cm) below ground elevation, there shall be steps, or a ladder permanently attached to serve as an emergency exit to ground elevation. The distance between steps or rungs shall be 18 inches (46 cm), their width shall be at least 12 inches (31 cm), and their projection from the wall shall be between three and six inches (7.6 and 15 cm).
IRC 2015 310.2.3.1
- c. A door leading directly from the room to the outside that provides an exit at grade level shall fulfill this requirement. IRC 2015 311.2
- d. A roof is required over a single exterior stair serving second and third floor dwelling units. No enclosing or storage shall be permitted beneath dedicated exterior egress stairs. 2015 IBC 1011.7.2 / 1011.7.4

B. Locks/Security. Means of egress (i.e., windows and/or doors) from dwellings shall have locks compliant with local laws, codes and ordinances.

- i. Dwelling unit entry doors shall be equipped with a dead bolt lock with a minimum throw of one inch (2.54 cm) that is capable of being opened from the interior side without a key and a device that permits the occupant to see a person at the entry door without fully opening the door. 2015 IPMC 304.18.1
- ii. Exterior doors on multifamily buildings with a common entry that leads into a foyer or hallway shall have a self-closing mechanism and shall be equipped with a locking device capable of being opened from the interior side without a key. NHHS 2014 IBC Chapter 10
- iii. Exterior windows that are capable of being opened and are potential means of entry shall be equipped with a lock on the interior side. All locks shall be operable without the need of special knowledge or tools. 2015 IPMC 304.18

C. Smoke Alarm. Every dwelling unit shall have a functioning smoke alarm located on the ceiling outside each sleeping area in the immediate vicinity of the bedrooms, in each additional room used for sleeping purposes, and on every level except crawlspaces and uninhabitable attics. In dwellings or dwelling units with split levels that have no door

between adjacent levels, the smoke alarm installed on the upper level shall suffice for the adjacent lower level. In the event a smoke alarm sounds, the cause of the alarm condition shall be identified and corrected. IRC 2015 314 / Saf-C6015

- i. In multifamily housing, a tamper-proof smoke detection system (interconnected with a central fire alarm system) or stand-alone smoke alarms in good working condition shall be installed on each level including basements, in heating system and storage rooms, in garages, and in other common areas. Saf-C 6015.02 / Saf-C 6015.03
 - ii. Battery-operated smoke alarms and the battery backup for hardwired smoke alarms shall be powered with long-lasting batteries. Property owner/landlord shall be responsible for maintenance and battery replacement per manufacturer's recommendations. IRC 2015 R314.6 / Saf-C 6015.05
 - iii. Alternative visual and or physical notification shall be provided for hearing-impaired occupants upon request of the tenant or their agent. NFPA 72
 - iv. Smoke alarms shall be hardwired with battery backup.
2015 IRC 314.6
 - v. Smoke alarm batteries shall be sealed-in and tamper-proof.
NHHS 2014
 - vi. Multiple smoke detection stations shall be interconnected.
IRC 2015 R314.4 / Saf-C6015.02
- D. Carbon Monoxide Alarm.** Every dwelling unit shall have at least one functioning carbon monoxide (CO) alarm on every habitable floor. IRC 2015 R315.3 / Saf-C 6015.04
- i. CO alarms shall be hardwired, CO alarms shall have long-lasting battery backup. Property owner/landlord shall be responsible for maintenance and replacement of batteries per manufacturer's recommendations. IRC 2015 315.5
 - ii. Alternative visual and or physical notification shall be provided for hearing-impaired occupants upon request of the tenant or their agent. NHHS 2014
 - iii. CO alarms and combination smoke/CO alarms shall include voice notification.
 - iv. CO batteries shall be sealed-in and tamper-proof within unit to unit interconnection.
NHHS 2014
 - v. CO present at or above 30 ppm (35 mg/m³) when measured over one hour or above nine ppm (10.5 mg/m³) measured over eight hours, shall be deemed hazardous. The cause of a hazardous CO level shall be investigated to identify and eliminate its source prior to re-habitation. NHHS 2014
- E. Fire Extinguisher.** Fire extinguishers shall be rated Class ABC and shall be readily accessible.

- i. Each dwelling unit shall have at least one no less than one 5-pound fire extinguisher in good working condition in or near the kitchen. NFPA 1
- ii. In multifamily housing, there shall be fire extinguishers in common areas on each floor and in areas where flammable or combustible liquids are stored, used, or dispensed. The fire extinguishers shall be located in conspicuous, unobstructed locations that are not obscured from view. IBC 2015 906

F. **Walking Surfaces.** Every interior and exterior stairway, ramp, deck, porch, and balcony shall be maintained structurally sound, in good repair, properly anchored, and capable of supporting the imposed loads.

- i. Treads on exterior stairways shall have nonskid surfaces.
- ii. Every interior and exterior stairway with four or more risers shall have at least one structurally sound continuous handrail installed not less than 34 inches (86.7 cm) and not more than 38 inches (96.5 cm), measured vertically from above the nose of the tread. The handrail shall be firmly fastened, capable of supporting a load of 300 pounds, and in good condition. If a side of a stairway is open to the floor or grade below, and the handrail provides the guard required by Section VII, Article G, the rail shall be supported by balusters 34 to 38 inches (86.7 to 96.5 cm) in height, measured vertically from the nose of the tread. IRC 2015 R311.7.8
- iii. Every interior and exterior stairway shall have uniform risers and treads. Risers shall be no higher than 7 $\frac{3}{4}$ inches (19.6cm) and treads shall be at least 10 inches (25,4 cm) deep, unless the existing space and construction do not allow a reduction in pitch or slope. IRC 2015 R311.7.5

G. **Guards.**

- i. Every stairway, porch, patio, landing, and/or balcony located more than 30 inches (76.2 cm) above an adjacent area shall have a structurally sound guard between 30 inches (76.2 cm) and 42 inches (107 cm) high, measured vertically from the floor. The guard shall be firmly fastened, capable of supporting normally imposed loads, capable of being opened in case of emergency, and in good condition. Balusters with a minimum thickness of one-half inch (13 mm) shall be placed at intervals that do not allow passage of a sphere greater than four (10.2 cm) inches in diameter. The railing system should be able withstand a side load of 300lbs. There shall be no climbable cross pieces. If the balusters do not reach the floor, the narrowest opening between the bottom of the stair guard and the floor shall be a maximum of four inches (10.2 cm). IRC 2015 R312
- ii. The fall prevention device for a window that provides access to a fire escape or is otherwise designated for emergency egress shall be compliant with the local authority having jurisdiction (AHJ). IRC 2105 R312.2, R312.2.1

H. Flammable and Combustible Liquid Storage.

- i. Storage space for flammable and combustible liquids, if permitted by rental / lease agreement, shall be available in a building separate from the dwelling's habitable space. NHHS 2014

X. LIGHTING AND ELECTRICAL SYSTEMS

- A. **Electrical System.** Every dwelling unit shall have electric service, outlets, and fixtures that are grounded and installed properly, maintained in good and safe working condition, and connected to a source of electric power.

- i. Every dwelling unit shall be supplied with a three-wire, 120/240-volt, single-phase electrical service that is not shared with another dwelling unit. NEC 2014 2015 IRC E3601.2.
- ii. Temporary wiring or extension cords shall not be used as permanent wiring. NHHS 2014
- iii. The electrical service shall have a rating of not less than 100 amperes. IRC 2015 E3602.1

- B. **Outlets.** Every habitable room shall have at least two separate and remote grounded duplex electric receptacle outlets.

- i. Each kitchen and each room containing a toilet, sink, bathtub, or shower stall shall have at least one grounded duplex electrical receptacle outlet protected by ground-fault circuit interrupter (GFCI). IRC 2015 Chapter 39 Section E3902
- ii. Receptacle outlets in garages, crawl spaces, unfinished basements, and outdoors shall be protected by GFCIs. 2015 IRC E3902.2
- iii. Habitable rooms shall have sufficient receptacle outlets so that no location on a wall is more than six feet from an outlet. IRC 2015 E3901.2.1
- iv. Every countertop space 12 inches (305 mm) or wider shall have a grounded duplex electric convenience receptacle outlet protected by a GFCI. No section of counter shall be more than 24 inches (610 mm) measured horizontally from an outlet. IRC 2015 3901.4.1
- v. Receptacle outlets in habitable rooms that are not protected by GFCI's shall be protected by arc-fault circuit interrupters (AFCI's) 2015 IRC E3902.16

- C. **Natural Lighting.** Every habitable room shall receive daylight from at least one exterior

window or skylight.

- i. If a habitable room receives daylight from an adjacent room or area used seasonally, such as a porch, the daylight through this interconnection shall be available year-round. 2015 IRC R303.2 / NHHS 2014
- ii. Every bathroom and kitchen shall comply with the daylight requirement for habitable rooms contained in this section, unless the room is equipped with a ventilation system. 2015 IRC R303.3 / NHHS 2014

D. Artificial Lighting. Each room containing a toilet, sink, bathtub, or shower stall shall contain at least one ceiling- or wall-type electric lighting fixture. Each non-habitable room, including laundry rooms, furnace rooms, and public halls, shall contain at least one ceiling- or wall-type electric lighting fixture. NHHS 2014

- i. Light switches that control ceiling- or wall-type electric light fixtures shall be located conveniently for safe use. NHHS 2014
- ii. Every public hall, exterior entry door, and stairway in multifamily housing shall be illuminated at all times by ceiling- or wall-type electric lighting fixtures providing 800 lumens for every 200 ft² (18.6 m²) of floor area. The distance between light fixtures shall not be greater than 30 feet (762 cm). NHHS 2014
- iii. In a building containing one or two dwelling units, every public hall, exterior entry door, and stairway shall be illuminated by ceiling- or wall-type electric lighting fixtures providing 800 lumens for every 200 ft² (18.6 m²) of floor area that is controlled by a three-way switch or a motion-activated device. 2015 IRC R303.7 / NEC?
- iv. Polychlorinated-biphenyl (PCB)-containing lighting ballasts (e.g., older pre-1978 T-12 lighting ballasts) shall be removed, replaced with lighting fixtures that do not contain PCB's, and disposed of in accordance with applicable state and federal regulations. NHHS 2014
- v. The parking areas and walkways of multifamily housing shall be illuminated by outdoor lighting devices suitable for the premises. NHHS 2014

XI. THERMAL COMFORT, VENTILATION, AND ENERGY EFFICIENCY

- A. Heating, Ventilation, and Air Conditioning Systems.** Facilities for heating, cooling, ventilation, and humidity control shall be maintained in good working condition and operated when necessary for the health and comfort of the occupants and in accordance with the design capacity of the installed equipment. Within 48 hours after equipment has become inoperative due to a mechanical problem or power failure other than a utility outage, an alternative safe source of necessary heating, ventilating, or cooling shall be provided. RSA 48-A

B. **Heating System.** Every dwelling shall have a properly installed heating system in good and safe working condition that is capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms. The heating system, filtration components, distribution components, heating elements, and cooling elements (if provided), shall be sealed, cleaned, maintained, and operated in accordance with manufacturer specifications and shall be inspected and serviced annually by a licensed heating, ventilation, and air conditioning systems contractor. RSA 48-A

i. **Venting and Air Supply for Heating Equipment.** Furnaces, water heaters, wood stoves, and other devices that employ combustion-burning fuel shall be vented to the outside of the structure in an approved manner that meets manufacturer specifications and is in compliance with applicable codes and standards (e.g., ANSI 223.1/NFPA 54 National Fuel Gas Code, NFPA 31 Standard for the Installation of Oil-Burning Equipment, NFPA 211 Standard for Chimneys, Fireplaces, Vents, and Solid Fuel-Burning Appliances) and shall be supplied with sufficient air to support the continuous complete combustion of fuel and prevent back draft. NHHS 2014

ii. **Heating Supply.** If the dwelling unit is rented, leased, or let on terms either expressed or implied that heat will be supplied per the rental/lease agreement, heat shall be provided to maintain a minimum temperature of 65° F (20° C) in habitable rooms, bathrooms, and toilet rooms. RSA 48-A

iii. **Forced-Air Systems.** Any dwelling with a forced-air system shall have at least one thermostat within each dwelling unit capable of controlling the heating system, and cooling system if provided. The system shall have a clean air filter installed in accordance with manufacturer specifications at each change in tenancy and at least annually. This filter shall have a minimum efficiency reporting value of eight (MERV-8) unless the system is not equipped to use a MERV-8 filter. NHHS 2014 / 2015 IMC

iv. **Steam and Hot Water Systems.** In dwellings with heating equipment utilizing steam or hot water with a temperature of 110° F (43° C) or greater, protective covers/barriers shall be installed on and maintained for exposed surfaces of baseboard units, radiators, and piping between radiators. NHHS 2014

v. **Wood Stoves.** A wood stove manufactured after June 1988 shall have a manufacturer's label certifying compliance with the emission standard at 40 C.F.R. § 60 part AAA. Clearance of 30 inches (76 cm) shall be maintained between combustible materials and a stove with no heat shield. Where a heat shield is present, the clearance between combustible materials and the stove shall be compliant with manufacturer specification for the heat shield. NH DES ARD-53 / NHHS 2014

vi. **Pellet Stove.** A pellet stove should be installed based on the manufacturer specifications.

C. **Ventilation.**

i. Every dwelling shall have a ventilation system compliant with ASHRAE Standard 62.2 (Ventilation and Acceptable Indoor Air Quality in Low-Rise Residential Buildings) or ASHRAE 62.1 (Ventilation for Acceptable Indoor Air Quality) as

applicable to the dwelling.

- ii. The air exhausted from a bathroom, toilet room, clothes dryer, or basement shall not be vented into any other parts of the building's habitable space or an attic; such air shall discharge directly to the outdoors but not near any intake on the building exterior. 2015 IRC M1501.1
- iii. The exhaust vent from a clothes dryer shall consist of a rigid or corrugated semi-rigid metal duct. 2015 IRC M1502
- iv. Pipes, ducts, conductors, fans, and blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another occupant. Vent pipe openings and any pest-proofing screens that cover them shall be maintained free of debris. 2015 IPMC 302.6 / NHHS 2014 / 2015 IRC M1804 / 2015 IMC 401.5
- v. Basement air shall not be used as supply air for an air handling system. 2015 IECC / 2015 IRC M1602.2

D. Air Sealing. Openings into dwellings and dwelling units shall be sealed to limit uncontrolled air movement.

- i. Exterior doors, windows and skylights, openings where siding and chimneys meet, utility penetrations, electrical outlets, and other openings shall be weather tight. NHHS 2014
 - a. Pads, door sweeps, weather stripping, and seals shall be used and maintained to minimize air leaks. NHHS 2014
- ii. Openings separating an attached garage from a habitable room, including doors, ceilings, floors, and utility and ductwork penetrations, shall be sealed. 2015 IRC R302.11
 - a. Any doorway between a habitable room and a garage shall be equipped with a wood door not less than 1 3/8 inches (35 mm) in thickness, a solid or honeycomb core steel door not less than 1 3/8 inches (35 mm) thick, or a 20-minute fire-rated door. The door shall have an automatic closing mechanism and be sealed with weather stripping. 2015 IRC 302.5.1
 - b. There shall be no door, window, or other opening from a garage into a room used for sleeping purposes. 2015 IRC 302.5.1
 - c. There shall be no supply or return vent openings in a garage that connect to air handlers serving habitable spaces. NHHS 2014
- iii. In a multifamily building, walls, ceilings, and floors that separate a dwelling unit from neighboring units, corridors, chases, stairwells, and other openings shall be sealed. NHHS 2014 / NFPA / 2015 IECC

XII. MOISTURE CONTROL, SOLID WASTE, AND PEST MANAGEMENT

- A. Moisture Prevention and Control.** Every foundation, roof, roofing component, exterior wall, door, skylight, and window shall be watertight, weather-tight, free of persistent dampness or moisture, and in good condition.
- i. The building's drainage system, such as footing or foundation drains, gutters, downspouts, rainwater collection containers, or other elements, shall direct water away from the structure. 2015 IPMC 302.2
 - ii. Exterior wood surfaces shall be protected from the elements and decay by paint or other protective treatment. Weep holes in brickwork shall be left open. NHHS 2014
 - iii. Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of water on the premises, within a crawlspace, or within the structure. 2015 IPMC 302.2
 - iv. Interior and exterior surfaces and surface coverings, such as but not limited to carpet, wood, cellulose insulation, and paper, paint, and other wall coverings, including paper-faced gypsum board, shall have no signs of visible mold growth or chronic or persistent excessive dampness or moisture. 2015 IPMC 305.3 / NHHS 2014
 - v. Building material that is discolored or deteriorated by mold or mildew or causes a moldy or earthy odor shall be cleaned, dried, and repaired. Structurally unsound material shall be removed and replaced.
NHHS 2014 / NH RSA 48-A / NH RSA 540-A
 - vi. The underlying cause of excessive dampness or moisture or moldy or earthy odor shall be investigated and corrected. NHHS 2014 / NH RSA 48-A / NH RSA 540-A
 - vii. Unless the crawl space is sealed and insulated from the outdoors, the crawl space shall be free of high- moisture conditions or be separated from the dwelling by an air seal or other method suitable to the climate and conditions.
NH RSA 48-A / NH RSA 540-A
 - viii. Water/mold-resistant materials shall be used on bathroom walls and floors, showers, and other areas of the home that are likely to be exposed to moisture.
IRC 2015 R307.2 / NHHS 2014
- B. Solid Waste.** Every dwelling shall have adequate facilities for temporary storage of trash, rubbish and recyclable materials.
- i. There shall be trash/rubbish containers outside the dwelling for the storage of trash/rubbish awaiting collection or disposal. The total capacity of these facilities shall be sufficient to store occupants' trash/rubbish between scheduled collection times and shall be placed on a cleanable surface constructed to minimize spillage.
2015 IPMC 308 / NH RSA 48-A

- ii. There shall be containers outside the dwelling for recyclable materials awaiting collection, with capacity sufficient to store occupants' recyclable materials between scheduled collection times. 2015 IPMC 308 / NH RSA 48-A

C. Pest Management. Integrated pest management (IPM) methods shall be used to maintain every dwelling free of infestation, openings that allow pest entry, conditions that harbor pests or provide them with food or water, and visible pest residue or debris.

- i. Every dwelling, premise, accessory structure, and fence shall be maintained in good repair, free of pest infestation, and inspected for pests and building conditions that attract and support pests. 2015 IPMC 302.5
 - a. There shall be no accumulation of trash, rubbish, paper, boxes, lumber, scrap metal, food, or other materials that support rodent harborage in or about any dwelling or premises. Stored materials shall be placed in boxes or stacked in stable piles elevated at least six inches (152 mm) above the ground or floor and at least six inches (152 mm) from the walls. Stored materials shall not block any egress routes. 2015 IPMC 302
 - b. There shall be no accumulation of water in or about any dwelling or premises. 2015 IPMC 302.2
- ii. Every openable window and storm door shall be supplied with adequate screens to prevent the entry of pests. NH RSA 48-A
 - a. The areas surrounding windows, doors, pipes, drains, wires, conduits, vents, and other openings that penetrate exterior walls shall be sealed with low-VOC caulk closed cell insulation or other job specific product. NH RSA 48-A
- iii. Pest infestation and the underlying cause shall be eliminated using control methods such as exclusion, sanitation, and least-risk pesticides scaled to and designed for the targeted infestation. RSA 48-A / 2015 IPMC 309.1
- iv. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure. 2015 IPMC 309.2

XIII. CHEMICAL AND RADIOLOGICAL AGENTS

- A. **General Requirements.** All chemical and radiological agents in dwellings, premises, and accessory structures, including but not limited to deteriorated lead-based paint, friable asbestos-containing material, formaldehyde, volatile organic compounds, radon, pesticides, and methamphetamine, shall be contained, stored, removed, or mitigated in a safe and healthy manner consistent with federal, state, and local laws and regulations. When an applicable regulatory limit is more protective than the level included in this section, the more restrictive limit shall apply.

- B. **Lead-Based Paint.** Lead poisoning continues to be a significant, preventable environmental health problem, particularly among children. Most children with elevated blood lead levels have no obvious symptoms. Lead affects every system in the body, particularly the developing brain and nervous systems of young children and fetuses. Effects also include reproductive system disorders, intelligence deficiencies, delays in physical development, cognitive and behavioral changes and hypertension. Title X (ten), a federal law enacted in 1992 requires landlords to disclose any known lead-based paint hazards within those properties constructed prior to 1978 to prospective tenants. It also mandates a landlord provide an EPA-approved lead paint disclosure form and approved informational brochure as part of the lease or rental agreement that includes an explicit checklist of information received and a space for both parties to sign and date verifying receipt of information.
- i. Lead based substances which are peeling, chipping, chalking or cracking, or any paint located on an interior or exterior surface of fixture that is damaged or deteriorated and is likely to become accessible to a child shall be properly remediated. RSA 130-A
 - ii. Lead based substances on interior or exterior surfaces that are subject to abrasion or friction or subject to damage by repeated impact shall be properly remediated. RSA 130-A
 - iii. The presence of lead-based substances on chewable, accessible, horizontal surfaces that protrude more than 1/2 inch and are located more than 6 inches but, less than 4 feet from the floor or ground shall be properly remediated. RSA 130-A
 - iv. Bare soil in children's play areas that has equal to or greater than 400 parts per million (PPM) of lead or 1200ppm average of lead for bare soil in the rest of the yard shall be properly remediated. RSA 130-A
 - v. It shall be unlawful for any person to use or apply, or cause to be used or applied, in any childcare facility, dwelling or dwelling unit any paint containing more than 0.06 percent lead. NH RSA 130-A
- C. **Asbestos.** Every owner shall maintain in good repair all asbestos-containing material on the premises. All asbestos-containing material shall be maintained non-friable and free from any defects such as holes, cracks, tears, and/or looseness that may allow the release of fibers into the environment. NH RSA 141-E
- i. Friable asbestos-containing material shall be abated by licensed asbestos professionals in accordance with federal, state, or local requirements. NHDES Env-A 1803
 - ii. Any renovation, demolition, or other activity that will disturb asbestos-containing materials shall be preceded by asbestos abatement performed by certified asbestos professionals in accordance with federal, state, or local requirements. NHDES Env-A 1804

iii. Abatement, removal, and disposal of all asbestos-containing material shall comply with all appropriate federal, state, and local requirements. NH DES - Asbestos

D. **Pesticides.** Pesticides shall only be used in accordance with IPM methods using the least toxic pesticide with demonstrated efficacy for the identified pest. NHHS 2014

i. Pesticides shall be stored and disposed in accordance with manufacturer specifications. NHHS 2014 / NH DES

E. **Methamphetamine.** A dwelling that has been used for methamphetamine manufacture shall be vacated until certified by an approved testing method as safe from hazardous materials related to the methamphetamine manufacturing process. NHHS 2014

XIV. POOLS, HOT TUBS, AND OTHER WATER FEATURES

A. Swimming pools, hot tubs, spas (except a residential spa or hot tub with a safety cover complying with ASTM F 1346-91), ornamental ponds, and other water features that hold water more than 24 inches (61 cm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (122 cm) in height above the finished ground level that is accessible only through a self-closing and self-latching gate. The gate's latch shall be located 54 inches (137 cm) above the bottom of the gate on the interior side of the gate facing the water feature. The fence and gate shall not have climbable crosspieces. 2015 SC 305 / 2015 IPMC 303.2

B. All pools and spas shall have anti-entrapment drain covers compliant with ANSI/ASME A112.19.8, ANSI/ APSP 16-2011, or any successor standard on every suction outlet. 2015 ISPSC 310

C. Pool drains and drain covers shall be clearly visible and in good repair. Where there is a single main drain (other than an unblockable drain), a second anti-entrapment system shall be installed. 2015 ISPSC 310

D. Luminaries, receptacles, and other outlets shall have ground-fault circuit interrupter (GFCI) protection. IRC 2015 E4203.1.3

XV. SEVERABILITY

If any provisions of this Ordinance or the application of such provisions to any person or circumstances shall be held invalid, the validity of the remainder of this Ordinance and applicability of such provisions to other persons or circumstances shall not be affected thereby.

XVI. EFFECTIVE DATE

This Ordinance shall take effect on May 10, 2021 if passed by the 2021 Town Meeting.

TOWN OF HENNIKER
Town Ordinance
(RSA 31:39-C)

CITATIONS

I. STATEMENT OF PURPOSE.

In addition to any other enforcement procedure authorized by law, any Town official with authority to prosecute an offense under any municipal code, ordinance, bylaw, or regulation, if such offense is classified as a violation under applicable law, may issue and serve upon the defendant, in addition to a summons to appear in the Circuit Court, a local ordinance citation as set forth in this chapter. A defendant receiving such a citation may plead guilty or nolo contendere by mail by entering that plea as provided herein. If such a plea is accepted by the Circuit Court and the prescribed fine is paid with the plea by mail, the defendant shall not be required to appear personally or by counsel; otherwise the defendant shall appear as directed by the Court.

II. AUTHORITY.

This chapter is adopted pursuant to the authority vested in the town by RSA 31:39-c and d

III. FINE SCHEDULE

Any defendant issued a local ordinance citation may plead guilty or nolo contendere by mail within 10 days of receipt of the local ordinance citation consistent with the following violation fine schedule:

| Category | First Offense | Second/Subsequent Offense |
|---|----------------------|----------------------------------|
| Permits | \$50 | \$100 |
| Garbage, residential solid waste and debris | \$75 | \$150 |
| Infestation | \$100 | \$200 |
| Interior, building elements | \$125 | \$250 |
| Exterior, building elements | \$150 | \$300 |
| Exterior, motor vehicles | \$200 | \$400 |
| All other violations | \$100 | \$275 |

***Each day the offense exists will constitute a separate offense.**



Office of the Town Administrator

Joseph R. Devine, Jr.

To: Board of Selectmen

From: Joseph Devine, Town Administrator

Date: December 10, 2020

Ref: Permit Fees

The Building Code Working Group has worked for the past 6 weeks on the development of an ordinance. The purpose of this was for the adoption of the RSA 647:51 the enforcement behind the building code, a Housing Code for multi-family properties in Henniker, and Citation Authority to help ensure compliance.

The working group recently met to discuss a proposed fee structure for the permits. After looking at the surrounding communities including Hopkinton, Deering, and Hillsborough we are going to recommend the following permit fees.

| | Residential Permits: | Commercial Permits |
|-----------------------|----------------------|--------------------|
| Administrative Fee: | \$50 | \$100 |
| Price per square foot | \$0.25 | \$0.25 |
| Plumbing | \$50 | \$100 |
| Electrical | \$50 | \$100 |
| Mechanical | \$50 | \$100 |

I do not feel the board needs to act on the fees yet, because the adoption of the ordinance has not occurred. We do feel however its important for the board to weigh in so citizens have a good understanding of what the cost associated to the residents will be.

Respectfully submitted,

Joseph R. Devine, Jr.
Town Administrator



**Town of Henniker
Board of Selectmen Meeting
Tuesday, December 1, 2020
Henniker Community Center**

Members Present: Chairman, Kris Blomback; Vice Chair Tia Hooper; Selectman Peter Flynn; Selectman Scott Osgood; Selectman Leon Parker

Town Administrator: Joe R. Devine Jr.

Recording Secretary: Kelly McCutcheon

Guests: Joshua Finet, Jennifer Lopez, Kim Johnson, Police Chief French, Dave from Underwood Engineering,

Item 1: Thank note from Heidi Aucoin

Item 2: Consent Agenda December 1, 2020

- a) Deputy Health Officer Nomination Form – Joseph R. Devine Jr.
- b) Committee Appointments: Heidi Aucoin – Records Committee and Budget Committee
- c) Tax Lien Abatements: Map/Lot: 1-318-P101A, 1-588-A, 1-589-A, 1-655, 1-318-P71, 1-318-PW16, 1-119-A43A, 1-619-107, 1-318-P82C, 1-318-P68, 1-318-P74, 1-619-034, 1-318-PW17, 1-318-PW11, 1-619-088, 1-619-079, 1-619-063
- d) Deed Waiver List dated 12/1/2020
- e) Eversource/PSNH Abatement: Map/Lot 1-000-AA

Selectman Parker moved to approve a, b, and e; c and d were pulled for discussion. Vice Chair Hooper seconded. Motion carried 5-0.

Public Comment #1: Jennifer Lopez de Finet of Super Scoops would like to present the possibility of putting another cross walk downtown in front of Super Scoops going into the Community Center Park at a future meeting.

Item 3: Joshua Finet/Super Scoops Parking Request

Joshua Finet of Super Scoops requested a dedicated 15-minute parking spot in front of Super Scoops for pick up and carry out orders, and how beneficial it will be for his customers. Super Scoops is willing to share in the cost. Additionally, he submitted paperwork for a picnic bench and additional trash receptacle, which Super Scoops is more than willing to pay for if the Board approves. He thanked the Board for their time and stated Super Scoops will oversee the communication regarding the 15-minute parking spot, so it is not abused.

Selectman Flynn confirmed the need to for additional picnic bench and trash receptacle. Selectman Parker is also in favor and asked if Super Scoops has coordinated parking efforts with

Daniel's Restaurant since they have been before the Board with parking issues. Chair Blomback confirmed it would be beneficial. Town Administrator Joe Devine will reach out to the Highway Department regarding the crosswalk and Parks/Building Maintenance/Transfer station regarding the additional trash receptacle and picnic bench.

Item 4: Tax Lien Abatements & Waivers

Abatement cleanup is in the process and Deed list certified letters are ready to be mailed pending the Board signing. Vice Chair Hooper asked why some lots were not billed. Town Clerk Kim Johnson stated the campers are not physically there anymore and thus the town cannot bill.

The Board by consensus will receive updates from Kim Johnson every 6 months in August and February regarding abatements, deeds, and payment plans.

Item 5: Planning Consultant Contract

The Town Planner's contract is up and due to renew. There is an increase in the hourly rate, however in the 12 years of service it has never increased. Town Administrator Joe Devine asked for authorization to sign the new contract. Vice Chair Hooper stated moving forward bids should go out for the Town Planner position, so the town is doing their due diligence.

Selectman Parker moved to approve as presented and authorized the Town Administrator to sign the new contract. Selectman Flynn seconded. Motion carried 5-0.

Item 6: Police Department Cruiser Purchase

Chief French stated there is money in this year's budget for the purchase and 3 of the vehicles currently in use are over 100,000 miles. Additionally, purchasing from this year's budget will remove the line item from the 2021 budget resulting in a flat operating budget for 2021.

Selectman Parker moved to approve as presented. Selectman Flynn seconded. Motion carried 5-0.

Item 7: Wastewater Warrant Bond Presented by Underwood Engineering

Dave from Underwood Engineering stated how the Wastewater Plant was built in 1975 and most of the equipment is at the end of its useful life. There is over \$3million of work to be done and the FRS application was not approved and will need to be funded with a municipal bond or a bank loan.

Dave stated the reason non-sewer users should support the bond is because all the public facilities such as the building the meeting is being held in, and even those with septic tanks have their pumped tanked unloaded at the treatment plant. Vice Chair Hooper asked about grants and impact of being funded by sewer users only compared to the whole town funding. Dave stated it depends on the grants and how they are written; it could be beneficial to continue user funding and that most towns break even when the users are broken up between residential and commercial use. **No action needed.**

Item 8: Town Hall Remodel

Town Administrator Devine summarized his vision for the town hall remodel to be funded with money from the CARES ACT.

Selectman Flynn moved to authorize the Town Administrator to remodel the 1st floor of Town Hall as presented. Selectman Parker seconded. Motion carried 5-0.

Item 9: Changes to Personnel Policy: Second Reading

There was discussion regarding keeping vacation, sick time, personal days or PTO (Paid Time Off) which would be vacation, sick, & personal time all bundled in one without the need to differentiate why the time is being taken off). Vice Chair Hooper wanted the Budget Committee to review longevity pay.

Vice Chair Hooper moved to table vacation and personal days. Chair Blomback seconded. Motion carried 4-1 (Parker).

Longevity Pay: The Town provides longevity pay to full-time employees based on continuous years of service. Vice Chair Hooper does not agree because with the merit increases and COLA's there is no reason for it when the private sector does not operate in this fashion. She stated expectational work gets pay bumps, since the longer an employee stays the higher up the pay grade they move. Joe pointed out labor grades max out. Vice Chair Hooper stated a stellar employee who is maxed out can come before the Board with their reviews for the Board to consider a pay raise. She stated again there is no need for longevity pay with the 4% bump and COLA's.

Selectman Parker stated he is not comfortable getting into individual employee reviews to determine employee pay. Selectman Flynn stated that longevity pay is a reward for years of service and staying with the town for so many years, and all the things Vice Chair Hooper mentioned are irrelevant to rewarding employees for years of continued service with the town. Vice Chair Hooper stated that is not how the corporate model works. Selectman Flynn stated this is not a corporation.

Selectman Flynn moved to approve longevity pay as stated in the presentation. Seconded by parker. Motion carried 4-1 (Hooper).

Health Insurance buyout – Vice Chair Hooper concerned that town does not have to provide a buyout option and she would rather change insurance to better quality insurance than buyout.

Vice Chair Hooper moved to leave the current buyout provision as is stated in current policy of \$4,000. Chair Blomback amended to increase to \$5,000. Vice Chair agrees. Chair Blomback seconded. Motion carried 4-1 (Flynn).

Tuition Reimbursement The following reimbursement policy will apply to all full-time employees after one year of service

Chair Blomback moved to approve as presented. Selectman Flynn seconded. Motion carried 5-0.

Police Department Shift Differential Sworn Police Officer's working the evening or midnight shift shall be awarded additional compensation with a shift differential as follows: \$0.75 (seventy-five cents) per hour for evening shift \$1.00 (one dollar) per hour for midnight shift

*The cost to the town assuming one officer worked evening shift and one officer worked midnight shift would be \$5,092.08

Vice Chair Hooper moved to approve as presented. Selectman Flynn seconded. Motion carried 5-0.

Police Department Field Training Officer Stipend Sworn Police Officer's that have successfully completed a Field Training Officer Program shall, in addition to having the title Patrolman, hold the rank of Field Training Officer and receive an additional \$1.00 per hour during the time actively assigned a trainee by the Chief. *On average, an officer is in field training for 20 weeks, which would add \$1,120 if the Board approves this policy.

Vice Chair Hooper moved to approve as presented. Selectman Flynn seconded. Motion carried 5-0.

Police Department Hiring Bonus To keep ourselves competitive, we feel adding a hiring bonus for both certified and non-certified officers. The hope is by doing this we help stand out more when it comes to recruitment. Certified - \$5,000 hiring bonus, \$2,500 paid when they begin employment and \$2,500 paid when they come off probation. Non-certified - \$2,000 bonus for non-certified officers. \$1,000 paid when they begin employment and \$1,000 paid when they come off probation. *The cost of this will never be fully known unless we have planned retirements we can plan for. If we are doing a good job retaining our employees, we hopefully will not need to use this at all

Vice Chair Hooper moved to approve as presented. Selectman Flynn seconded. Motion carried 5-0.

Item 10: Acceptance of Board of Selectmen & Budget Advisory Committee Meeting Minutes November 14, 2020

Chair Blomback moved to approve as amended. Selectman Parker seconded. Motion carried 5-0.

Item 11: Acceptance of Board of Selectmen Non-public Minutes November 17, 2020

Vice Chair Hooper moved to approve as presented. Selectman Parker seconded. Motion carried 5-0.

Item 12: Acceptance of Board of Selectmen Meeting Minutes November 17, 2020

Selectman Flynn moved to approve as presented. Selectman Parker seconded. Motion carried 5-0.

Item 13: Town Administrator Report

- 17 COVID-19 cases representing .005% of the town population and 45% of the town has been tested.
- 45% of the 2020 budget remains although this includes obligated funds that have yet to be paid.
- 2020 tax rate is in and down \$3.96 (11%) from last year.

- There are 7 employees carrying over the 40 hours allotted for vacation/comp. time. Town Administrator Devine informed the Board he will be paying the overages off this year.
- Transfer Station Holiday Hours – about a decade ago changes were made to how the Transfer Station handles holiday hours that is inconsistent with other town departments. It was brought to Town Administrator Devine's attention when a transfer station employee moved to the wastewater dept. with 120 holiday hours banked. Joe Devine informed the Board the two options are seeing if the employee will use the time this year or pay them out for the banked hours. Chair Blomback asked who had authorized previously. It is unknown with no paper trail; however, the Financial Director vaguely recalls it was initiated when the last transfer station superintendent was salary rather than hourly. Selectman Parker asked how many total holiday hours are banked: 504. Selectman Parker informed Joe Devine to pay it out to the employees to clear the books.

Item 14: Selectmen Reports

Public comment #2

Could not hear

Chair Blomback moved to enter non-public. Selectman Flynn seconded. Motion carried 5-0.

Item 15: Non-public RSA 91-A:3, 11 (a), (c), (d), (e)

The following are department reports for the month of November 2020

Assessing

Building

Finance

Fire

Highway

Police

Rescue

Town Clerk

Transfer Station

Wastewater

MEMORANDUM

Helga Winn, Assessing Technician
18 Depot Hill Road
Henniker, NH 03242
Phone 603-428-3221 x 2 ≈ Fax 603-428-4366
Assessing@Henniker.org

TO: Joe Devine, Town Administrator
DATE: December 8, 2020
RE: Monthly Report

Assessing Report for November 2020

- Intents to Cut approved for lots 586-A and 717.
- Monthly maintenance of new deeds, address changes and online tax maps.
- Timber tax warrant and certifications signed for billing of lots 54-B, 559, 570, and 603-X1 for the 2020/2021 tax year.
- MS-1 signed by Board of Selectmen and submitted to DRA on November 6, 2020.
- Prepared packets for exemption/credits and abatements.
- Updated website with filing information and online packets for exemption/credits and abatements.
- Tax bills mailed November 24, 2020 and due on December 28, 2020.
- Renewal contract for Discretionary Preservation Easement sent to Upton & Hatfield for review. Property reviewed by Field Supervisor (Lot 92-X).
- Preparation started for annual sales ratio study.



Monthly Building Department Report November 2020

TO: Joseph Devine, Town Administrator

FROM: Deb Aucoin and Jean Eaton, Land Use Coordinators

The following is a record of permits issued for the month of November 2020:

Zoning: replacement windows (1), residential alterations (2) new single level construction (3) and generator and pad installation (4) Demolition: 12x60 mobile home (1) Driveway: Temporary logging (1) modification of existing driveway (2)

| Permits /COs/Inspections | Quantity | Revenue |
|--------------------------|----------|---------|
| Zoning Permits | 4 | \$700 |
| Demolition Permits | 1 | \$ 75 |
| Driveway | 2 | \$150 |
| Assembly Permits | | |
| Raffle Permits | | |
| Sign Permits | | |
| Tent Permits | | |
| Hawk & Peddler | | |
| | 7 | \$925 |

Town building rental/use:

| Town Buildings | Rented/Reserved | Revenue |
|--|-----------------|---|
| Community Center (upstairs) | | |
| Grange (Does not include Caseworker & CAP) | 11 | N/C for Girls Scouts, AA & Henniker Gathering |
| Bandstand | | |

Respectfully submitted,

Deb Aucoin

Jean Eaton



Town of Henniker, NH

Permits issued November 2020

| Type of Application | Permit # Assigned | Date Permit Issued | Comm / Res | Street Number | Street | Purpose of Application | Estimated cost Zoning Permits Only | Fee Collected | Owner of Record | Contractor |
|---------------------|-------------------|--------------------|------------|---------------|-----------------------------|--|---------------------------------------|---------------|--|------------------------------------|
| Demolition | DE 20-07 | 11/16/2020 | RR | 22 | Ryan Road | Demo 12x60 mobile home destroyed by fire | | \$75.00 | Edward & Anne Gould | Tim McComish |
| Driveway | DR 20-19 | 11/16/2020 | RR | 285 | (just before)Craney Hill Rd | Temporary logging driveway | | \$75.00 | Martha Downes | Hopkinton Forestry & Land Clearing |
| Driveway | DR 20-20 | 11/16/2020 | RR | 646 | Hemlock Corner Loop | Modification of existing driveway | | \$75.00 | Buck Hill Farm LLC / Christopher Wayland | John Dwinells |
| Zoning | Z-56 | 11/4/2020 | RV | 388-5 | Western Ave | Replacement windows (7) | \$18,035.00 | \$75.00 | Russell Nadeau | Renewal by Anderson |
| Zoning | Z-57 | 11/16/2020 | RN | 340 | Tanglewood Dr | Residential Alterations | \$60,000.00 | \$150.00 | Rome's Homes, LLC | Christy Silver |
| Zoning | Z-58 | 11/16/2020 | RN | 13 | Colby Hill Ext | New single-family level ranch style home 74x38 | \$300,000.00 | \$400.00 | Jerry Gilbert, Shelagh Mannix | Jerry Gilbert |
| Zoning | Z-59 | 11/30/2020 | RR | 490 | Freeman Colby Rd | Generator & pad installation | \$13,695.00 | \$75.00 | Andrew & Joanne Spielberger | Powers Generator Service |

Finance Department**Report 12/8/20****Clerkworks**

Software is not connecting to the State system. Wayne, the head of support from Clerkworks, John Kelly from DMV, Mirador and myself have been working together to determine the source of the blockage. The key to the town being able to move on from the check writing software Clerkworks is utilizing now to complete online registrations, to the credit card system for motor vehicle payments is their software to function properly. Once the Town Clerks office is comfortable with that operation, we can investigate the integration of the tax collectors office. Since Clerkworks does not integrate with the Vadar systems that will be certainly be a challenge.

Update: 5/10/20 – Neither the State IT, Mirador IT or Clerkworks have been able to determine the issue. They are still working on it.

Update: 06/10/20 – Still working

Update 07/10/20 – Still in progress

Update 08/25/20 – They decided to wait on new server and Clerkworks expects our IT support to get unit communicating to Concord.

Update 9/28/20 – Spoke with Mirador, expect server install within two weeks. Machine is here, just needs configuring.

Update 11/12/20 – no change

Update 12/8/20 – Software successfully installed. Town Clerk and staff are utilizing this software.

Direct Deposit/Time on paychecks

The current accounting software will not be able to accommodate printing more than vacation or sick time on the paychecks. Since we have vacation/sick time and also comp time, holiday time (transfer) and military time, the current system will not be effective. Regarding direct deposit, the most cost effective way to effect that change is to transfer the whole payroll system to a payroll service. This will solve your direct deposit issues and should also allow tracking of all paid time off hours. The process will assume responsibility of calculating and distributing payroll, IRS reporting, State reporting and tax deposits. We will still need to process the information into our financial systems and report on retirement activity. The next step would be to discuss variables with payroll service companies for comparative costs for service. Based on the Town Administrators inquiries done earlier this year, I would anticipate this cost between \$7,000-\$10,000 annually. This cost was not included in the 2020 operating budget request.

Update 5/10/20: BOS chose Paychecks as the vendor. Data must be cleaned and reconciled before possible implementation date of 7/1/20. (after end of 2nd qtr)

Update: 06/10/20 – Met with Paychecks, producing information requested. Will then meet with implementation team.

Update: 07/10/20 – Working with implementation team, finding implementation is very time consuming given the various types of pay and the frequency of that payment. Town Meeting on 7/15 will likely change almost every pay rate due to the implementation of the Cola. Project is in process.

Update: 08/25/20 – Direct deposit started live on 8/19/20. Next on the project is to catch up on sick/vacation report and implement into new payroll system. Also need to setup general ledger export into budgeting system. Quoted \$250-\$500 as a one time charge to program their system for the entry. I need to summarize the data as it exists in their system to build that model.

Update 09/28/20 – Direct deposit occurring. Need to complete the vacation/sick portion.

Update: 11/12/20 no change

Update: 12/8/20 Town administrator working on getting available vacation with within policy levels which will allow the data to be put on the stubs sooner.

Highway Computer

I will attempt to connect with Leo and install his new PC on my office days next week.

Update 7/10/20: Did not get this done. Will need to setup time with Leo, although its now his busy season.

Update 08/25/20: No change.

Update 09/28/20: No Change

Update 11/12/20 No change

Update 12/8/20 No change

Exchange Server - @henniker.org

Changing the email from TDS to @henniker.org will require time from Mirador IT. Last estimate was \$1000-\$1500. I did not include that in the 2020 Budget Request. My last recollection was a policy was to be written to include email disposal dates so we did not have to retain these things forever.

7/10/20: No update

8/25/20: Had to recreate the @henniker.org email forwards on the domain server as the file had become corrupted. If you currently email anyone @henniker and it comes back to you, please let me know, I likely need to fix it.

09/28/20: No change, Mirador has been extremely busy anyway.

Update: 11/12/20 Request to change over entered into service que

Update 12/8/20 – Waiting to get onto Mirador schedule to get emails converted.

Vision – Revaluation

Revaluation under way.

Update: 7/10/20 – working on new server implementation which is to be done before the revaluation completes. Working with Mirador on server conversion.

Update: 08/25/20 – Mirador has delivered the server and needs to transition setup. I have not been contacted by Vision for any tentative install dates. I am assuming it will remain on their cloud server until after the meetings are completed and the data becomes officially ours.

Update: 09/28/20 – Mirador will configure server in next two weeks. Helga will remain on cloud until our server is completed.

Update: 11/12/20 – MS-1 accepted by DRA. Waiting for contact to install on server

Update: 12/8/20 – Vision sent \$3500 invoice for cloud hosting. Contacted them since we indicated we wanted the software on our servers. Vision sent questionnaire on server which I will contact Mirador for help with versions of internal components.

Audit

The audit preparation is at approximately 60%. With all of the financial analysis required, weekly financial reporting and project assignments it has been very difficult to carve out any time to work on the audit. For this reason, for the balance of June and July I am hoping to be able seclude myself to get this done, because without the audit, we can't set a tax rate in October.

Update: 07/10/20 Still finding it hard to get this completed, but I have made progress. I am working on private trust accounts reporting, reimbursing Town for expenses and then moving the balances over to the Trustees of the Trust Fund. Once I finish, the AG's office is looking for a written report on how this all works.

Update: 08/25/20. Transmitted 99% of audit work to auditor. Need to complete Tucker Free summary and the letters that the auditor sends to all of us for verification of relationship with town.

Update: 09/28/20. Auditor came and viewed all documents necessary. Still working on finetuning the official financial statements. Need to complete fixed assets and depreciation schedules for inclusion. Final part is writing management financial summary for actual audit. Should have no problem completing MS-535 to set the tax rate.

Update: 11/12/20 Last piece is fixed assets and depreciation.

Update: 12/8/20 Draft audit received. Require Chair, TA and Finance to approve. Minor corrections were transmitted. Final statements will be issued when auditor receives approved draft.

State Covid Reimbursement-Goferr

Henniker was allocated \$117,263 from the GOFERR grant funded by the federal government. This will allow us to seek reimbursement for most of the expenses that has impacted the Town of Henniker. Unlike the Fema declaration, this will cover base wages. So the employees who have not been working but receiving paychecks (library, crossing guards, parking enforcement) will be reimbursable. Payroll taxes on the first responder stipends, police wages on employees temporarily quarantined, rescue wages on employees temporarily quarantined, building upgrades and most expenses related to Covid 19. The database's and payroll reports will be gone through to determine each and every expense up to the total available of \$117,263

Update: 06/10/20 – Submitted first request for payment. Email was returned. Resubmitted and told to include on July 1 requisition. Determined that Library wages paid would not be reimbursable.

Update: 07/10/20 – Submitted request for payment on 7/1/20.

Update: 08/25/20 – Received \$25,088 of which \$2,864 was covid related for Tucker Free. The remaining \$92,175 will be requested before the upcoming 9/15/20 deadline utilizing police wages to ensure we request the entire amount left. Tucker Free also has \$1933 of additional covid requests in this final requisition.

Update: 09/28/20 – Submitted for balance of Town allotment of \$92,175 utilizing police wages as basis for request. Wages were approved for request by Treasury so I am hopeful this request will be funded.

Update: 11/12/20 no change

Update: 12/8/20 all goferr monies received. Henniker got the total amount of allotment.

Eversource and Fund Balance

Barts last report was on 6/23 and he reported an unsuccessful bid by Eversource to contest the 2014, 2015 and 2016 property valuations. He reported the original value abatements for 2014-2016 based on 1,208,910 - 3,116,728 - 3,171,430 will be due unless they appeal. The calculated cost of this decision with interest is \$305,441 thru 8/31/20.

Update: 11/12/200 No change

Update: 12/8/20 No change.

Tax Rate

It is unfortunately that time of year again, time to start accumulating the information for the State of NH to set the tax rate. The components:

Town Meeting Minutes – In process. Update: 09/28/20 Completed

Audit or MS-535 – The MS-535 is likely what will be done in time to set the tax rate. Update: 09/28/20 In process

Estimated Revenues – Town of Henniker – Need to catch up on the operating revenues and provide an estimated revenue report to DRA. Update: 09/28/20 System updated, will wait till 10/1 to post September Town Clk/Tax results.

Estimated Revenues – State of NH – Need to verify with DRA on the treatment of Goferr funding, First Responder Stipends, Election grant and then confirm Rooms/Meals and Highway Block.

Update 09/28/20: Reached out to DRA, waiting for return message. Could be State Revenues are not finalized to rate setting purposes.

Overlay – Determination on the Eversource case could drive a discussion on the treatment of the impending liability listed above Update 09/28/20: Have not heard anything further from Bart.

Revaluation – Reports must be approved by DRA and migrated into Vadar for billing purposes. Update: 09/28/20: Waiting for conclusion of meetings and final number to come from Vision.

Update: 11/12/20: Send several message's to DRA asking about placement of State revenues. No responses. MS-1 is on portal and all other items we are responsible for are done. My understanding is the John Stark calculation may be not yet completed by State. We are waiting for State at this point.

Update: 12/8/20 Bills sent. Due Date: 12/28/20

Cogswell Spring Borrowing

Need to issue an RFP for 2 loans for Cogswell Spring Water. \$200,000 from the 2018 Town Meeting to cover expenses for the water line. \$350,000 approved from 2020 Town Meeting to repair line under 202/9.

Update: 11/12/20: Citizens and Bar Harbor did not submit a bid. Excellent pricing from Franklin Savings is being presented to Water Commissioners on 11/17 meeting. 2.35% for 20 years and 2.65% for 25 years.

Update: 12/8/20: Backup documentation requested by bank. Request is in progress.

Vadar Property Tax Billing

Vadar has a program which allows the assessing data in its systems to be compared to the assessing data in Vision Appraisal. This program became obsolete with the recent Vision conversion to their upgraded system. Vadar has presented a \$2500 option to update the program. I consider that comparison to be invaluable and I am going to meet with Joe to discuss the possibility of authorizing that in the 2020 budget year.

GASB 75

The Government Accounting Standards Board has changed the requirement on Gasb 45 which deals with Post Retirement Benefits. While Henniker does not offer any post retirement benefits, the costs

related to health insurance must be analyzed and reported for a clean audit opinion. Gasb 45 reports were needed every 3 years. The new pronouncement 75 is required to be updated every 2 years. 2021 will be the next required audit year for the updated report. The information request has been received (Jefferson Solutions Inc has been our vendor of choice since the implementation of this Gasb series) and is currently being collected.

2021 Tax Anticipation Note:

Franklin savings has presented a renewal rate for the 2021 year. The current rate is 2.55%. They are dropping the rate for 2021 to 2.35%. No other banking institution offers a line of credit to us, they are only interested in loans which would require double the budget for TAN interest. I am requesting the Board to approve me to take advantage of the offering and renew our line for use in the 2021 budget year.

Russ Roy 12/8/20

Henniker Fire Department

216 Maple Street

Henniker NH 03242

November 2020,

In November, Henniker Fire Department responded to a total of 27 Calls. The calls ranged from 4 Building fires, two that came in within 1 hour of each other. The first went to a second alarm with a 250-gallon propane tank venting, as some of the crews were being released, the second building fire was toned out. The second building fire also went to a second alarm, that fire was a double fatal. Other calls included, 5 Alarm activations, 4 CO or Gas calls, 3 Medical assists, 4 Hazard conditions, 1 Furnace issue, 1 Stove issue and 1 accident.

Sincerely,

Chief Morse

To Town Administrator Joe Devine and Henniker Board of Selectmen,

As fall comes to an end and winter begins the highway department continued to work diligently to close up loose ends. First salt run fell on November 3. Although cold air was moving in, we still installed four new culverts, two on Gould Pond Road, one Peasley Road and one on Foster Road. In addition, Highway installed under drain on Baker Road to prevent a spring from boiling in the road just east Aucoin residence. Leaf removal from ditch lines and fall grading continued all month. Several beaver dams where removed and the animals relocated throughout town. On days of poor weather highway stockpiled winter sand from the pit to the town barn. Several loads of asphalt patch where dispersed and a full load of asphalt hot mix was spread on Foster Hill Road to help reduce potholes.

Leo Aucoin
Superintendent
Henniker Highway



New culvert on Peasley Road



Old aluminum culvert removed from Peasley Road



Superintendent enjoying a successful hunt with his family on Veterans' Day

HENNIKER POLICE DEPARTMENT**Memo**

To: Joseph Devine, Town Administrator

From: Chief Matthew French

Date: December 9, 2020

November 2020 summary

We responded to the double fatal fire on Ryan Road and worked with the NH Fire Marshalls office on the investigation. Tough call when anyone dies tragically, but a 3 year old was very tough. We also had an unattended death, the woman was found roadside near her residence. Sadly she left her 10 year old child behind which the officers had to be the ones to tell her that her mother had passed away. We then struggled to find next of kin for the child because she was not from the area or known to the officers. The cause of her death remains unreported.

There were 6 arrests which include, driving with a suspended license, driving with a suspended registration, DUI, simple assault.

One of our female officers was caught in a fight between 3 males during a neighborhood dispute call. She was not injured thankfully and managed to contain the incident long enough for back up to get there.

We had 755 Calls for Service (846 in 2019) which include:

| | |
|-------------------------------|---------------------------------|
| 1 Unattended Death | 16 Alarm Calls |
| 1 Explosion | 8 Assist Other agencies |
| 1 Burglary | 11 Assist Citizen |
| 1 Brawl | 17 Follow ups |
| 1 Sexual Assault | 6 Walk and Talks |
| 3 Domestic Disturbances | 210 Building checks |
| 6 Disturbances | 83 Vacant/Vacation House Checks |
| 2 Neighbor Disputes | |
| 13 MV Crashes | |
| 1 Hit and run crash | |
| 24 Motor vehicle complaints | |
| 145 MV stops | |
| 34 Directed Patrols | |
| 28 Suspicious person/vehicles | |
| 2 Unwanted persons | |
| 3 Welfare checks | |
| 2 Suicidal persons | |
| 10 Animal Complaints | |

**Rescue Department
November 2020**

Good morning Joe,

Please see the attached run statistics report for November.

During November we answered 46 EMS calls. The new ambulance is still on track for delivery in late February. Ambulance 1 was serviced. Employees completed training on traumatic injuries and crime scene preservation / recognition. We have continued to be vigilant with PPE and exposure protection. We have had zero unprotected exposures to this date.

Greg Aucoin

Henniker EMS Incident Report for November 2020

Total number of EMS incidents for November is 60 with an average response time of 1 minute 18 seconds

| Henniker | Alpha | Bravo | Charlie | Delta | Echo | Omega | Unknown | Total |
|-------------------------|-----------|----------|----------|----------|----------|----------|-----------|-----------|
| ALS | 4 | | 3 | 6 | 1 | | 1 | 15 |
| ALS Intercept | | | | | | | | 0 |
| BLS | 1 | | 1 | 2 | | | 6 | 10 |
| Cancelled/DOA | | | | | | | 3 | 3 |
| Refusal | 6 | 3 | | 1 | | | 8 | 18 |
| Standby | | | | | | | | 0 |
| Total | 11 | 3 | 4 | 9 | 1 | 0 | 18 | 46 |
| Average time to Respond | 0:01:00 | 0:01:17 | 0:01:10 | 0:00:48 | 0:01:29 | | 0:01:20 | 0:01:08 |

| Bradford | Alpha | Bravo | Charlie | Delta | Echo | Omega | Unknown | Total |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| ALS | 2 | 2 | | 1 | | | | 5 |
| ALS Intercept | | | | | | | | 0 |
| BLS | | | | | | | | 0 |
| Cancelled/DOA | | | | | | | 1 | 1 |
| Refusal | | 2 | | | | | | 2 |
| Standby | | | | | | | | 0 |
| Total | 2 | 4 | 0 | 1 | 0 | 0 | 1 | 8 |
| Average time to Respond | 0:01:04 | 0:01:40 | | 0:02:42 | | | 0:03:54 | 0:01:55 |

| Hillsboro | Alpha | Bravo | Charlie | Delta | Echo | Omega | Unknown | Total |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| ALS | | | | | | | | 0 |
| ALS Intercept | 1 | | | | | | 1 | 2 |
| BLS | | | | | | | | 0 |
| Cancelled | | | | | | | | 0 |
| Refusal | | | | | | | | 0 |
| Standby | | | | | | | | 0 |
| Total | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| Average time to Respond | 0:00:33 | | | | | | 0:02:47 | 0:01:40 |

| Hopkinton | Alpha | Bravo | Charlie | Delta | Echo | Omega | Unknown | Total |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| ALS | | | 1 | | | | | 1 |
| ALS Intercept | | | | | | | | 0 |
| BLS | | | | | | | | 0 |
| Cancelled | | | | | | | | 0 |
| Refusal | | | | | | | | 0 |
| Standby | | | | | | | | 0 |
| Total | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Average time to Respond | | | 0:03:01 | | | | | 0:03:01 |

Mutual Aid recived in month of November

INC # 20-0893 Hillsboro came into Henniker for mutual aid.

INC# 20-0899 New London came into Bradford for mutual aid.

INC # 20-0931 Hopkinton came into Henniker for mutual aid.

Incident numbers with multiple reports

INC # 20-0915 there were 5 additional sign off reports written on this incident.

INC # 20-0922 there was 1 additional sign off report written on this incident.

Providers That Tched Calls

Amount of calls providers Tched in month of November

| | |
|---------------|-----------|
| Amos | 18 |
| Andrews | 0 |
| Atkins | 0 |
| Aucoin | 2 |
| Chase | 0 |
| Cooper | 6 |
| Costello M. | 1 |
| Crisp | 3 |
| Dean | 1 |
| Donahue | 1 |
| French, Tom | 0 |
| French, Woody | 0 |
| Gagne | 6 |
| Henley | 2 |
| Hornblower | 1 |
| Lamontagne | 0 |
| Lorenze | 2 |
| Meade | 11 |
| Moir | 2 |
| Walsh | 2 |
| Weilbrenner | 5 |
| Total | 63 |

MEMORANDUM

To: Joseph Devine, Town Administrator

From: Kimberly I. Johnson – Town Clerk/Tax Collector

Date: December 9, 2020

Subject: Town Clerk/Tax Collector Report as of 11/30/2020

PROPERTY TAXES

| | |
|----------------------|-----------------|
| Total Committed 2020 | \$14,709,614.00 |
| Uncollected | \$7,530,934.70 |

TAX LIENS

| | <u>2019 LIENS</u> | <u>2018 LIENS</u> | <u>2017/PRIOR LIENS</u> |
|---------------|-------------------|-------------------|-----------------------------|
| Liened Amount | \$252,332.58 | \$356,261.59 | |
| Uncollected | \$169,212.95 | \$123,008.64 | \$192,834.69 |

WATER & SEWER -**2020**

| | |
|--------------|--------------|
| Water Billed | \$706,261.33 |
| Sewer Billed | \$626,919.64 |
| Uncollected | \$131,491.56 |

TOWN CLERK REVENUE

| | <u>2020</u> | <u>2019</u> |
|--------|--------------|--------------|
| MV | \$905,855.92 | \$913,216.25 |
| non-MV | \$10,738.20 | \$11,183.76 |

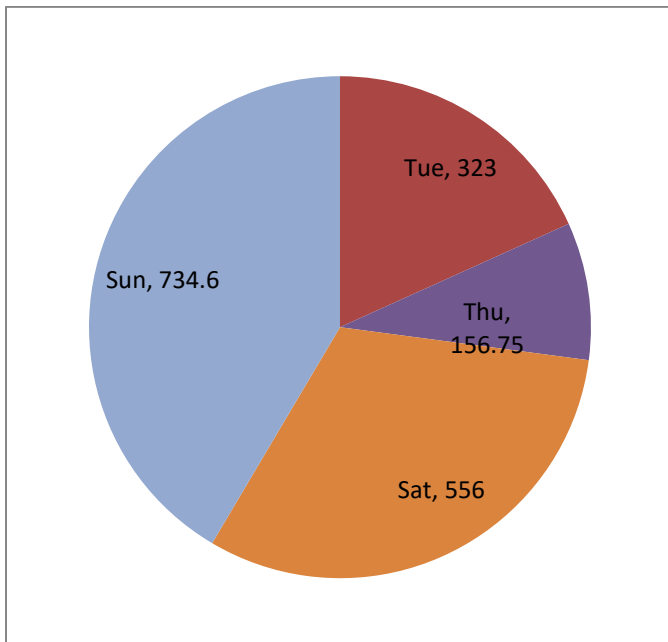
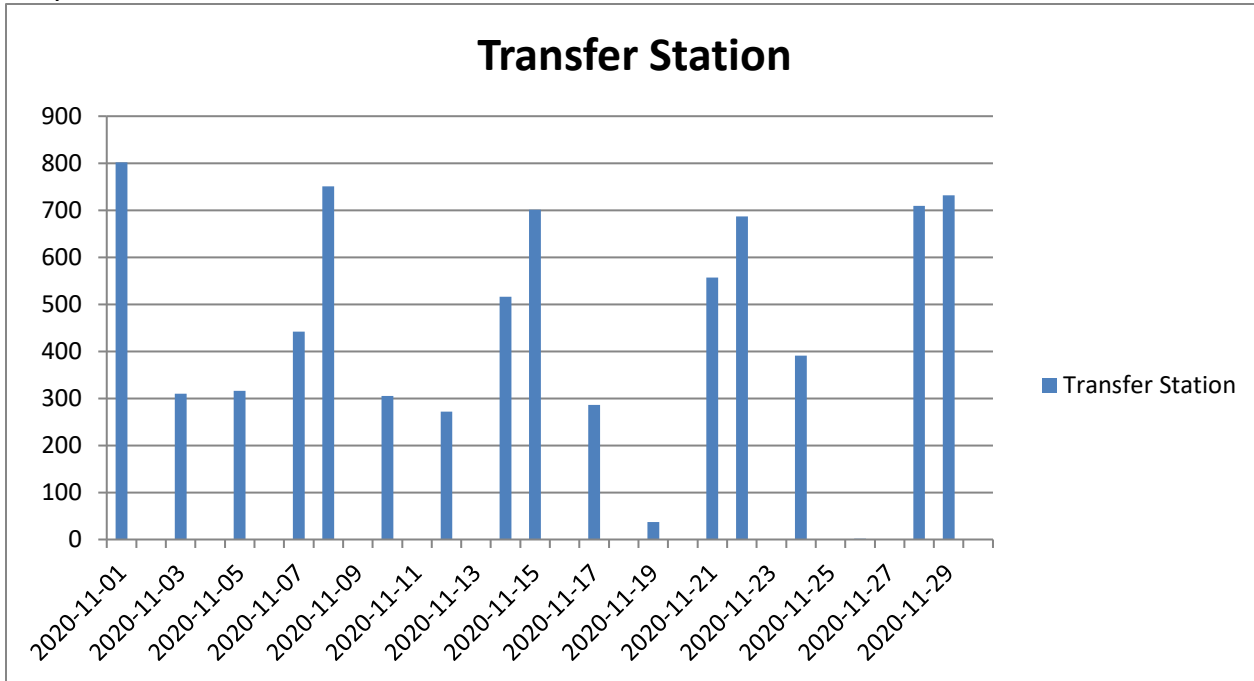
Transfer Station, Parks, Properties

November 1st -30th

Traffic

13,793 visited the transfer station in November

Daily Traffic



Sundays on average are our busiest days of the week

*Note hours on the weekend are from 9-5, where Tue and Thu are 12-5

We sent out 1, 30 yard roll off full of **Alum Cans** we can estimate 2.5 tons we should see revenue of about \$1,000 at the current metal prices.

In addition we shipped out **3, construction** 40 yard containers to Naughton & Son in Bradford

| | | | |
|------------|------|----------|-------|
| 11/6/2020 | | cans | \$150 |
| 11/11/2020 | 7.15 | \$572.00 | \$125 |
| 11/12/2020 | 7.94 | \$635.20 | \$125 |
| 11/20/2020 | 9.13 | \$730.40 | \$125 |

Trash

Currently Casella has not sent any invoices for the month of November. I called and spoke with Karen Scheuerlein they have currently not caught up for us. There for I do not have tonnage or how many loads we sent out for the month of November.

In other news J. Schwartz of Manchester will no longer be buying our paper and card board as they are going out of business.

The current price for baled cardboard is between \$65-70/Ton including transport in baled on a "live load" (load it when the truck shows up)

Previously we were getting \$15-40/ton paper, \$20-10/ton Cardboard

Parks Department

Snow removal, salting, sanding from walk ways, stairs, hand cap ramps has begun. Hand salt shakers have been left at various buildings to help self maintain a safe area when transfer station employees are not able to make a second or third trip to each location.

Properties

Currently construction is under way within the community center removing the stage and is an ongoing project at this time.

11/16/2020¹²²

**Partnering to Make Recycling Strong Through Economic and Environmentally
Sound Solutions**

Northeast Resource Recovery Association, 2101 Dover Road, Epsom, NH 03234
Telephone: (603) 736-4401 Fax: (603) 736-4402
E-mail: info@nrrarecycles.org Web Site: www.nrrarecycles.org



Activity Detail Report

This is not a Bill - Pay from Invoice Only

Henniker, NH

| Commodity | Pickup Date | Release # | Lbs. | Net Tons | Gross Tons | # of Units | Price | Haul Charge | Revenue | Program Expenses | Net Revenue/Expenses |
|------------------------|-------------|-----------|---------|----------|------------|------------|-----------|-------------|------------|------------------|----------------------|
| Alum Can-Loose | 1/8/20 | 367588 | 7,230 | 3.62 | 3.23 | 1 | \$0.200 | | \$1,446.00 | | |
| Alum Can-Loose | 5/5/20 | 371541 | 4,520 | 2.26 | 2.02 | 1 | \$0.200 | | \$904.00 | | |
| Alum Can-Loose | 7/28/20 | 375056 | 4,280 | 2.14 | 1.91 | 1 | \$0.280 | | \$1,198.40 | | |
| Subtotals | | | 16,030 | 8.02 | 7.16 | | | | 3,548.40 | | |
| Baling Wire | 9/30/20 | 377301 | | | | 15 | \$119.500 | \$135.57 | | \$1,928.07 | |
| Subtotals | | | | | | | | \$135.57 | | \$1,928.07 | |
| Batteries-Lead-Revenue | 8/4/20 | 375465 | 2,958 | 1.48 | 1.32 | 1 | \$0.200 | | \$591.60 | | |
| Subtotals | | | 2,958 | 1.48 | 1.32 | | | | 591.60 | | |
| C&D | 3/2/20 | 369572 | 5,200 | 2.60 | 2.32 | 1 | \$80.000 | | | \$208.00 | |
| Subtotals | | | 5,200 | 2.60 | 2.32 | | | | | \$208.00 | |
| Fibers-Mixed Baled | 1/8/20 | 367427 | 18,780 | 9.39 | 8.38 | 13 | \$40.000 | | | \$375.60 | |
| Fibers-Mixed Baled | 2/26/20 | 369380 | 18,640 | 9.32 | 8.32 | 13 | \$45.000 | | | \$419.40 | |
| Fibers-Mixed Baled | 7/9/20 | 374278 | 16,020 | 8.01 | 7.15 | 13 | \$25.000 | | | \$200.25 | |
| Fibers-Mixed Baled | 9/8/20 | 376792 | 15,680 | 7.84 | 7.00 | 12 | \$20.000 | | | \$156.80 | |
| Fibers-Mixed Baled | 10/28/20 | 379047 | 15,600 | 7.80 | 6.96 | 12 | \$15.000 | | | \$117.00 | |
| Subtotals | | | 84,720 | 42.36 | 37.82 | | | | | \$1,269.05 | |
| Fibers-OCC Baled | 1/8/20 | 367427 | 21,320 | 10.66 | 9.52 | 1 | \$10.000 | | | \$106.60 | |
| Fibers-OCC Baled | 2/26/20 | 369380 | 20,300 | 10.15 | 9.06 | 16 | \$5.000 | | | \$50.75 | |
| Fibers-OCC Baled | 7/9/20 | 374278 | 21,260 | 10.63 | 9.49 | 17 | \$20.000 | | \$212.60 | | |
| Fibers-OCC Baled | 9/8/20 | 376792 | 23,380 | 11.69 | 10.44 | 18 | \$20.000 | | \$233.80 | | |
| Fibers-OCC Baled | 10/28/20 | 379047 | 21,400 | 10.70 | 9.55 | 16 | \$20.000 | | \$214.00 | | |
| Subtotals | | | 107,660 | 53.83 | 48.06 | | | | 660.40 | \$157.35 | |

11/16/2020¹²³

Partnering to Make Recycling Strong Through Economic and Environmentally

Sound Solutions

Northeast Resource Recovery Association, 2101 Dover Road, Epsom, NH 03234

Telephone: (603) 736-4401

Fax: (603) 736-4402

E-mail: info@nrrarecycles.org

Web Site: www.nrrarecycles.org



Activity Detail Report

This is not a Bill - Pay from Invoice Only

Henniker, NH

| Commodity | Pickup Date | Release # | Lbs. | Net Tons | Gross Tons | # of Units | Price | Haul Charge | Revenue | Program Expenses | Net Revenue/Expenses |
|-------------------------|-------------|-----------|--------|----------|------------|------------|----------|-------------|----------|------------------|----------------------|
| Plastic -1-7 Baled | 3/4/20 | 369494 | 29,760 | 14.88 | 13.29 | 1 | \$0.007 | | \$214.27 | | |
| Subtotals | | | 29,760 | 14.88 | 13.29 | | | | 214.27 | | |
| Scrap-CU 2 Insulated - | 8/6/20 | 375614 | 629 | 0.31 | 0.28 | 1 | \$0.860 | | \$540.94 | | |
| Subtotals | | | 629 | 0.31 | 0.28 | | | | 540.94 | | |
| Scrap-CU Al Trnsformers | 8/6/20 | 375614 | 2,410 | 1.21 | 1.08 | 1 | \$0.100 | | \$241.00 | | |
| Subtotals | | | 2,410 | 1.21 | 1.08 | | | | 241.00 | | |
| Scrap-Lead | 8/6/20 | 375614 | 145 | 0.07 | 0.06 | 1 | \$0.120 | | \$17.40 | | |
| Subtotals | | | 145 | 0.07 | 0.06 | | | | 17.40 | | |
| Scrap-Metal | 1/8/20 | 367587 | 13,820 | 6.91 | 6.17 | 1 | \$75.000 | \$117.47 | \$462.72 | | \$117.47 |
| Scrap-Metal | 1/23/20 | 368054 | 10,160 | 5.08 | 4.54 | 1 | \$75.000 | \$117.47 | \$340.18 | | \$117.47 |
| Scrap-Metal | 2/27/20 | 369379 | 15,400 | 7.70 | 6.88 | 1 | \$65.000 | \$117.47 | \$446.88 | | \$117.47 |
| Scrap-Metal | 3/25/20 | 370151 | 12,320 | 6.16 | 5.50 | 1 | \$50.000 | \$117.47 | \$275.00 | | \$117.47 |
| Scrap-Metal | 4/16/20 | 370828 | 15,260 | 7.63 | 6.81 | 1 | \$50.000 | \$108.60 | \$340.63 | | \$108.60 |
| Scrap-Metal | 4/30/20 | 371304 | 16,100 | 8.05 | 7.19 | 1 | \$50.000 | \$108.60 | \$359.38 | | \$108.60 |
| Scrap-Metal | 5/15/20 | 371935 | 13,260 | 6.63 | 5.92 | 1 | \$50.000 | \$108.60 | \$295.98 | | \$108.60 |
| Scrap-Metal | 6/3/20 | 372603 | 15,800 | 7.90 | 7.05 | 1 | \$75.000 | \$113.53 | \$529.02 | | \$113.53 |
| Scrap-Metal | 6/18/20 | 373369 | 12,880 | 6.44 | 5.75 | 1 | \$75.000 | \$113.53 | \$431.25 | | \$113.53 |
| Scrap-Metal | 7/2/20 | 373977 | 16,120 | 8.06 | 7.20 | 1 | \$75.000 | \$113.53 | \$539.73 | | \$113.53 |
| Scrap-Metal | 7/24/20 | 374873 | 15,940 | 7.97 | 7.12 | 1 | \$75.000 | \$113.53 | \$533.71 | | \$113.53 |
| Scrap-Metal | 7/31/20 | 375219 | 11,800 | 5.90 | 5.27 | 1 | \$75.000 | \$113.53 | \$395.09 | | \$113.53 |
| Scrap-Metal | 8/14/20 | 375723 | 13,580 | 6.79 | 6.06 | 1 | \$75.000 | \$113.53 | \$454.69 | | \$113.53 |
| Scrap-Metal | 8/28/20 | 376530 | 12,960 | 6.48 | 5.79 | 1 | \$75.000 | \$113.53 | \$433.93 | | \$113.53 |
| Scrap-Metal | 9/24/20 | 377313 | 18,200 | 9.10 | 8.13 | 1 | \$75.000 | \$113.53 | \$609.38 | | \$113.53 |

Report provided by: Windows User

report date: 11/16/2020

11/16/2020¹²⁴

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Activity Detail Report

This is not a Bill - Pay from Invoice Only

Henniker, NH

| Commodity | Pickup Date | Release # | Lbs. | Net Tons | Gross Tons | # of Units | Price | Haul Charge | Program Revenue | Program Expenses | Net Revenue/Expenses |
|---------------------|-------------|-----------|---------|----------|------------|------------|----------|-------------|-----------------|------------------|----------------------|
| Scrap-Metal | 10/5/20 | 377906 | 14,920 | 7.46 | 6.66 | 1 | \$75.000 | \$129.06 | \$499.55 | \$129.06 | |
| Scrap-Metal | 10/20/20 | 378626 | 16,620 | 8.31 | 7.42 | 1 | \$75.000 | \$129.06 | \$556.47 | \$129.06 | |
| Subtotals | | | 245,140 | 122.57 | 109.44 | | | \$1962.04 | 7,503.59 | \$1,962.04 | |
| Scrap-Misc. | 8/4/20 | 375465 | 1,841 | 0.92 | 0.82 | 1 | \$0.860 | | \$1,583.26 | | |
| Subtotals | | | 1,841 | 0.92 | 0.82 | | | | 1,583.26 | | |
| Scrap-Trans. | 6/2/20 | 372761 | | | | 1 | \$0.000 | \$113.53 | | \$113.53 | |
| Subtotals | | | | | | | | \$113.53 | | \$113.53 | |
| Grand totals | | | 496,493 | 248.25 | 221.65 | | | | \$14,900.86 | \$5,638.04 | ▲\$9,262.82 |

Wastewater Department Report November, 2020

- 11/02/20 – Ken & Chazz marked a Dig Safe on Hall Ave.
Set up appointments for Roof Quotes for Belt Press Bldg.
Ordered laytex gloves, price increases & limited supply.
- 11/03/20 – Chazz & Ken started the belt press.
Ken met with another roof contractor for a quote.
Ken working on DMR/MOR reports.
Chazz & Ken shut down the belt press.
- 11/04/20 – Rich left at noon, sick.
Chazz cleaning up the yard.
Picked a location for new department sign with Leo.
- 11/05/20 – Sentry Roofing here to quote on press building roof replacement.
Ken & Chazz cleaned the roof hatch gutters at Ramsdell Rd. pump station.
Ken replaced the pump tube with a rebuilt one on the caustic drum pump, saved the old one for rebuilding.
Tom McPherson, from A&D Instrument here to replace a radio board in the Mission alarm system.
Powers Generator here for scheduled minor service of both of our generators.
- 11/06/20 – Received snow bucket that was on back-order form when we purchased our skid steer.
Found one of our yard hydrants leaking, will have to replace.
All of us cleaned septage holding tank # 1 of grit and rags.
Cleaning day.
- 11/09/20 – All Weather Exteriors here to quote on roof replacement.
Rich & Ken completed and submitted the Monthly Discharge Monitoring report to EPA and NHDES along with the Discharge Monitoring report for the results of our annual Toxicity testing.
- 11/10/20 – Ken & Chazz started the belt press.
Waste Management picked up a rolloff that was left here for Energy Management Consultants, the company that switched the town over to LED lighting.
I am still waiting to hear when they will come to complete the work not done at the WWTP.
- 11/12/20 – Spoke with Brett Charleston from Energy Mgt. Consultants, after some discussion they have agreed to replace our outside light fixtures and convert 2 fluorescent lights at RRPS to LED and replace the shield that fell from the ceiling in the press room.
Chazz rebuilt the caustic pump tube for the barrel pump.
- 11/13/20 – Brought a pallet of caustic to Grit Room.
All of us cleaning the cold storage area.
Cleaning day.
- 11/16/20 – Ordered service manual, filters, engine oil, hydraulic oil, and anti-freeze for new Skid Steer.
Cleaned caustic drum area.
- 11/17/20 – Chazz & Ken started the belt press.
Received quote from Forever Metal Roof, Inc.
- 11/18/20 – AAA pump will be here today to install new RAS#1 pump.
Chazz & Ken started the belt press
- 11/19/20 – Ken working on 2021 CIP.
Rich & Chazz turning lawn tractor into snow blower and tested our garage door openers,
The press room door will not work remotely.

11/20/20 –Ken working on 2021 CIP.

Rich & Chazz removed 3 barrels of grease and rags from Ramsdell Rd. P.S., then cleaned the U.V. lamps and sleeves.

All of us removed 3 – 5 gal pails of grease and rags from siphon chamber.

Chazz and Rich made a dump run.

Cleaning day.

11/23/20- Ken working with Mike Gazzard, Trojan U.V. technician on replacing the Ethernet card and a new control cabinet heater.

11/24/20-Ken & Chazz marked a Dig Safe @ Danials back parking lot.

Brought a pallet of caustic to Grit Room.

Checked a Dig Safe on Depot Hill Rd., found gate closed and locked with No Trespassing sign, I have had this same D.S. twice this past year and marked it once when the gate was open.

11/25/20-Ken working on 2121 CIP Vehicle & Equipment Inventory.

Finished report and sent to CIP committee Chair, Tia Hooper.

Cleaning day.

11/30/20-Working with Ted Berry Co. on CIPP repairs, they did not bring everything they needed so we will be starting at 7 am. tomorrow.

Hill Top Heating here to help us install a new yard hydrant, replacing one that leaks.

1 Rolloff container of sludge was sent to Merrimack, NH Composting facility for processing in November.

State of New Hampshire
 Water Supply & Pollution Control Comm.
 PO Box 95
 Concord, New Hampshire 03301

Facility Henniker Wastewater Treatment

Chief Operator Richard Slager

Month November Year 2020

| Date and Day of Week | Rain or Snow (in.) | Wastewater Flow In (MGD) (1) | | | | Chlorine Residual (mg/L) | | Lbs. of Cl. | Settleable Solids (ml/L) | | pH | | D.O. mg/L | Turb. NTU | Total Suspended Solids | | Coli- form (#/100 ml) |
|-------------------------------|-----------------------------|-----------------------------------|---------|-------|-------|--------------------------------|------|-------------------|--------------------------------|------|------|------|--------------|--------------|------------------------------|------|--------------------------------|
| | | INF. | EFF.(2) | | EFF. | | | | | | | | | | (mg/L) | | |
| | | TOTAL | MIN. | MAX. | TOTAL | A.M. | P.M. | Lbs. | INF. | EFF. | INF. | EFF. | EFF(3) | EFF(3) | INF. | EFF. | EFF. |
| 1 | S | | 0.136 | 0.080 | 0.390 | 0.144 | | | | | | 6.9 | | | | | |
| 2 | M | | 0.129 | 0.060 | 0.200 | 0.131 | | | | | 7.7 | 7.0 | | 1.6 | | | 1.0 |
| 3 | T | | 0.114 | 0.040 | 0.190 | 0.118 | | | | | 7.8 | 6.9 | | 1.1 | | | 2.0 |
| 4 | W | | 0.103 | 0.040 | 0.290 | 0.144 | | | | | 7.6 | 6.8 | | 1.4 | 178.0 | 4.0 | 1.0 |
| 5 | TH | | 0.105 | 0.030 | 0.280 | 0.104 | | | | | 7.7 | 6.8 | | 1.3 | 242.0 | 4.0 | |
| 6 | F | | 0.115 | 0.040 | 0.190 | 0.107 | | | | | 7.5 | 6.8 | | 1.2 | | | |
| 7 | S | | 0.103 | 0.030 | 0.150 | 0.093 | | | | | | 6.7 | | | | | |
| 8 | S | | 0.101 | 0.020 | 0.180 | 0.093 | | | | | | 6.8 | | | | | |
| 9 | M | | 0.100 | 0.020 | 0.190 | 0.091 | | | | | 7.6 | 7.0 | | 2.0 | | | 3.1 |
| 10 | T | | 0.104 | 0.020 | 0.160 | 0.089 | | | | | 7.6 | 7.0 | | 2.2 | | 3.0 | 1.0 |
| 11 | W | | 0.102 | 0.030 | 0.280 | 0.125 | | | | | 7.4 | 6.8 | | 1.9 | | 4.0 | 1.0 |
| 12 | TH | | 0.104 | 0.020 | 0.180 | 0.105 | | | | | 7.5 | 6.9 | | 1.6 | | | |
| 13 | F | | 0.102 | 0.010 | 0.170 | 0.088 | | | | | 7.5 | 6.9 | | 1.7 | | | |
| 14 | S | | 0.103 | 0.030 | 0.160 | 0.100 | | | | | | 7.0 | | | | | |
| 15 | S | .8 R | 0.101 | 0.020 | 0.180 | 0.102 | | | | | | 7.0 | | | | | |
| 16 | M | | 0.103 | 0.020 | 0.190 | 0.109 | | | | | 7.7 | 7.0 | | 1.3 | | | 2.0 |
| 17 | T | | 0.100 | 0.020 | 0.180 | 0.096 | | | | | 7.6 | 7.0 | | 1.1 | | 3.0 | 1.0 |
| 18 | W | | 0.103 | 0.030 | 0.270 | 0.132 | | | | | 7.0 | 6.9 | | 1.2 | | 3.0 | 1.0 |
| 19 | TH | | 0.102 | 0.030 | 0.280 | 0.141 | | | | | 7.6 | 6.9 | | 1.2 | | | |
| 20 | F | | 0.096 | 0.040 | 0.180 | 0.106 | | | | | 7.5 | 6.9 | | 1.4 | | | |
| 21 | S | | 0.099 | 0.040 | 0.170 | 0.097 | | | | | | 6.8 | | | | | |
| 22 | S | .3 R | 0.090 | 0.020 | 0.150 | 0.088 | | | | | | 7.0 | | | | | |
| 23 | M | .3 R | 0.084 | 0.040 | 0.160 | 0.093 | | | | | 7.2 | 7.1 | | 1.1 | | 3.0 | 1.0 |
| 24 | T | | 0.085 | 0.030 | 0.180 | 0.091 | | | | | 7.6 | 7.1 | | 1.1 | | 3.0 | 1.0 |
| 25 | W | | 0.082 | 0.020 | 0.150 | 0.083 | | | | | 7.5 | 7.2 | | 1.1 | | | 1.0 |
| 26 | TH | .6 R | 0.088 | 0.040 | 0.140 | 0.100 | | | | | | 7.0 | | | | | |
| 27 | F | .2 R | 0.089 | 0.030 | 0.190 | 0.100 | | | | | | 7.0 | | | | | |
| 28 | S | | 0.089 | 0.040 | 0.170 | 0.092 | | | | | | 7.0 | | | | | |
| 29 | S | | 0.092 | 0.040 | 0.150 | 0.092 | | | | | | 7.0 | | | | | |
| 30 | M | 1.25 R | 0.087 | 0.040 | 0.170 | 0.091 | | | | | 7.6 | 7.1 | | 1.2 | | | 1.0 |
| 31 | | | | | | | | | | | | | | | | | |
| | | | | Max | 0.390 | 0.144 | | | | | min | 6.7 | | | | | |
| Totals | | | 3.011 | --- | --- | 3.145 | --- | --- | | --- | --- | max | 7.2 | --- | --- | --- | --- |
| Averages | | | 0.100 | --- | --- | 0.105 | | | | | --- | --- | ERR | 1.4 | 210.0 | 3.4 | 1.2 |

(1) Show Units (MGD or GPD)

% Removal: 98%

(2) Record only Min. and Max. of Either Inf. or Eff. and indicate which. Inf. is preferred.

(3) Before Chlorination

| Date and Day of Week | B.O.D. (mg/L) | | Septage gal | BOD (lbs/day) | | TSS (lbs/day) | |
|-------------------------------|------------------|--------|----------------|------------------|--------|------------------|--------|
| | INF. | EFF(3) | | INF. | EFF(3) | INF. | EFF(3) |
| 1 S | | | | | | | |
| 2 M | | | | | | | |
| 3 T | | | | | | | |
| 4 W | 183.8 | 2.6 | | 157.9 | 3.1 | 152.9 | 4.8 |
| 5 TH | 199.0 | 2.8 | | 174.3 | 2.4 | 211.9 | 3.5 |
| 6 F | | | | | | | |
| 7 S | | | | | | | |
| 8 S | | | | | | | |
| 9 M | | | | | | | |
| 10 T | | 3.9 | | | 2.9 | | 2.2 |
| 11 W | | 3.7 | | | 3.9 | | 4.2 |
| 12 TH | | | | | | | |
| 13 F | | | | | | | |
| 14 S | | | | | | | |
| 15 S | | | | | | | |
| 16 M | | | | | | | |
| 17 T | | 3.0 | | | 2.4 | | 2.4 |
| 18 W | | 3.4 | | | 3.7 | | 3.3 |
| 19 TH | | | | | | | |
| 20 F | | | | | | | |
| 21 S | | | | | | | |
| 22 S | | | | | | | |
| 23 M | | 3.5 | | | 2.7 | | 2.3 |
| 24 T | | 3.1 | | | 2.4 | | 2.3 |
| 25 W | | | | | | | |
| 26 TH | | | | | | | |
| 27 F | | | | | | | |
| 28 S | | | | | | | |
| 29 S | | | | | | | |
| 30 M | | | | | | | |
| 31 | | | | | | | |
| | | | | | | | |
| Totals | --- | --- | --- | 332.2 | 23.5 | 364.8 | 25.0 |
| Avg. | 191.4 | 3.3 | | 166.1 | 2.9 | 182.4 | 3.1 |

% Removal:

98%

Signature: _____

Additional Information:

Record special analyses, septage received at plant, or other operational data in the extra columns or below.

Report personnel changes, chlorine or power outages, equipment break-downs, etc. below.

NOTE: Send by 10th of following month to NH Water Supply & Pollution Control Commission



Office of the Town Administrator
Joseph R. Devine, Jr.

To: Board of Selectmen
From: Joseph Devine, Town Administrator
Date: December 10, 2020
Ref: **Town Administrator's Report**

I am pleased to report on the following items:

- **COVID-19 Update** – As of December 9, 2020 we have 20 active cases (0.41% of population), 95 cumulative cases (2% of population) and 2,553 people have been tested (53% of population). The positivity rate for Henniker is currently at 11.1%. (Positivity rate refers to the percentage of all coronavirus tests that have come back positive.)

Vaccination: As of the writing of this report, a vaccine has not yet been approved by the FDA but is being reviewed. We are moving forward as though it will be. This could be as soon as the coming weeks. As for the general population, we will wait for the state to provide that information.

- **Energy Upgrades** –In 2019 the Town reached out to Daystar Builders to complete an energy audit. After getting a quote, these upgrades to the Town Hall, Community Center, and Grange Hall were included in the 2020 operating budget. Some of these energy upgrades are weather sealing, spray foam, replace doors, repair rot etc. Due to everything going on and town meeting being late, we are finally ready to move on these projects. The total cost is \$15,157 which is less than the original quote of \$16,683.
- **Community Center Ramp** – The 2020 operating budget included a replacement of the handicap ramp at the Community Center. In October, the Historic District Commission met, and we presented the original plan, which included a non-slip aluminum ramp be installed as a replacement of the current ramp. The cost of the ramp that was included in the operating budget was \$3,300. The Historic District Commission voted not to install this style ramp because they felt it did not meet the historic look of the building. They wanted to replace the wood in kind, sand and seal the ramp. I spoke with Jason from Daystar Builders about this and he has agreed to remove and replace all the rotting PT, re-anchor the posts, and sand/seal the ramp. The cost for this is \$1,523 and if the board agrees, I will be moving forward with this.

- **Swap Shop** – As winter is upon us, the swap shop is getting harder to maintain. We are also lacking volunteers as the colder weather gets here. I would recommend we look at closing the swap shop for the winter and look at re-opening it when springtime comes around again.
- **Henniker Cares** – On May 5, 2020, the Select Board approved moving forward with Henniker Cares. The idea of Henniker Cares was to assist property owners who were suffering from hardships and potentially long-lasting economic impacts. With tax bills being mailed and coming due on December 28th, I am looking to see if the Board would like to again offer extended property tax payment plans. What we did with the June payments was offer written agreements for property owners who demonstrated financial hardship. I would again propose we allow taxpayers, if eligible, to make 5 payments each of 20% payable on January 1st, February 1st, March 1st, April 1st, and May 1st. After completing the 5 payments the interest would be abated from 8% to 4%. If any payments are missed the regular bill would become due and interest would remain as set by the state. Does the board want to offer this for this round of tax bills?
- **Henniker Light's, Sights, and Holiday Nights** – We had a great response to our light decorating contest. We had over 40 properties register to take part in it. The map of the properties is available online so the public can go by and view them. We will be announcing the winners on Monday December 21st.
- **Merry Christmas** - While it looks different this year, I wanted to wish everyone a very Merry Christmas and Happy Holidays.

*****The Sections below will not be reported on orally to the Board at the meeting but will use this as a chance to update on any pertinent information. Unless the Board has questions or comments and would like to address the information*****

Ongoing Projects

- Shaker Road renaming – Working with Road Agent
- Goal Setting with Select Board
- Craney Hill Emergency Communication Tower

Upcoming Dates

December 17, 2020 @ 6:30pm – Capital Improvement Committee Meeting
 December 23, 2020 @ 6:30pm – Planning Board
 January 5, 2021 @ 6:30pm – Select Board Meeting

Respectfully submitted,



Joseph R. Devine, Jr.
 Town Administrator