

BOS AGENDA

For Web Publication





TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN & SEWER COMMISSIONERS
AGENDA

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

Tuesday February 6, 2024
6:15pm

I. 6:15 CALL TO ORDER REGULAR PUBLIC SESSION

- 1) Nominate meeting chairman in absence of Chairman and Vice Chairman

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

IV. CONSENT AGENDA

- 2) Consent Agenda February 6, 2024

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

VI. APPOINTMENTS WITH THE BOARD

- 3) Monica Thibault, Manager, Government Relations Comcast

VII. NEW BUSINESS

- 4) Hazard Mitigation Update and Committee Appointment
- 5) Accept 2022 Audited Financial Statements (attachment)

VIII. CONTINUED BUSINESS

- 1) Town Meeting Location and Production
- 2) ARPA Funds
 - a. Electronic Sign
 - b. Azaela Park Request
- 3) 2024 Budget

IX. TABLED BUSINESS

- Policies
 - III.1, III.3, III.5, III.7, IV.5
 - Personnel Policies – tabled 3/21/23 pending input from TA/Finance/HR
 - Economic Development Committee Forum for Main St. pedestrian safety - crosswalks

X. PAST MEETING MINUTES

4) [Board of Selectmen Meeting Minutes January 16, 2024, 6:15pm](#)

XI. COMMUNICATIONS

- 5) Town Administrator Report
- 6) Correspondence - Letters and Notices
- 7) Selectmen Reports

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

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

XIV. ADJOURNMENT

XV. UPCOMING DATES 2024

- February 7, 2024 – Broadband Committee Meeting @ 4:00 p.m.
- February 7, 2024 – Conservation Commission Meeting @ 7:00 p.m.
- February 9, 2024 – John Stark School Board Meeting @ 6:00 p.m.
- February 13, 2024 – Board of Selectmen 2024 Bond & Budget Hearings @ 6:30 p.m.

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

Visitor Orientation to the Town Selectman's Meeting

Welcome to this evening's Selectmen's meeting. Please note that the purpose of the meeting is for the Selectmen to accomplish its work within a qualitative timeframe. Meetings are open to the public, but public participation is limited. If you wish to be heard by the board, please note the "Public Comment" at the beginning and end of the meeting to speak about items on a meeting agenda and/or matters pertaining to the business of the Selectmen. In addition, public hearings may be scheduled for public comment on specific matters. Speakers must be residents of the Town of Henniker, property owners in the town of Henniker, and/or designated representatives of recognized civic organizations or businesses located in the Town of Henniker. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the board and not to any individual member. Each speaker shall be provided with a single opportunity for comment, limited to three (3) minutes. Public forum shall be limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Board may not have discussed or taken a position on a matter. Public Comment is not a two-way dialogue between speaker(s), Selectmen, and/or the Town Administrator. The Chair will preserve strict order and decorum at all Board of Selectmen meetings. Outbursts from the public are not permitted.

ANNOUNCEMENTS

- Reminder Hearings for the 2024 Budgets, Warrant Articles and Borrowing will be held on February 13, 2024 at 6:30pm at Community Center.
- The Board of Selectmen and Fire/Rescue Chiefs announce the resignation of Will Amos, full-time Firefighter/Paramedic. Will has been an asset to the department in his current position. We wish him well in his future endeavors.
- Best wishes to Jim Donision, Cogswell Water Department Director as he is traveling to Washington, DC for the Rural Water Rally Great American Water Taste Test on Wednesday February 7th!
- Water Main Repair On Friday February 16, 2024, Residents on Hall Ave will be without water between the hours of 7:00 a.m. and 5:00 p.m. The shutdown will impact properties on Hall Ave. Call 603-428-3237 for questions.
- Please remember to sign up for Alerts and Notification on the town website www.henniker.org



TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN & SEWER COMMISSIONERS
CONSENT AGENDA

Tuesday, February 6, 2024

Consent Agenda

- Item 1:** Payroll Check Register – January 24, 2024
- Item 2:** Payroll Check Register – January 31, 2024
- Item 3:** Accounts Payable Manifest – January 31, 2024
- Item 4:** Accounts Payable Manifest – February 7, 2024
- Item 5:** Intent To Cut – Lot 6-278-B
- Item 6:** Intent To Cut – Lot 2-11
- Item 7:** 2023 Abatement Application – 5A-134-J
- Item 8:** 2023 Abatement/Refund – 5A-134-J
- Item 9:** 2024 Solar Exemption Application – 5A-95-A3

Board of Selectmen Approval:

_____	_____
_____	_____
_____	_____

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

TOWN OF HENNIKER
PAYROLL CHECK REGISTERS
DATE: JANUARY 24, 2024

WAGES: \$64,075.17
PAYROLL DEDUCTIONS: \$14,099.57
TOTAL: \$78,174.74

BOARD OF SELECTMEN APPROVAL

Kris Blomback Date

Scott Osgood Date

Bill Marko Date

Neal Martin Date

Jeff Morse Date

 _____
Date 1/23/24

Treasurer Date

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 01/24/2024 to 01/24/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Department: CODE CODE					
Department Totals For: CODE					
SALARY	18.00	0.00	485.57	0.00	0.00
Totals:	18.00	0.00	485.57	0.00	0.00
Department: CSWW CSWW					
Department Totals For: CSWW					
HOLIDAY	14.00	0.00	739.44	0.00	0.00
REGULAR	39.00	0.00	1,689.02	0.00	0.00
Totals:	53.00	0.00	2,428.46	0.00	0.00
Department: EXECUTIVE EXECUTIVE					
Department Totals For: EXECUTIVE					
HOLIDAY	24.00	0.00	771.63	0.00	0.00
REGULAR	49.25	0.00	1,145.67	0.00	0.00
SALARY	37.25	0.00	1,603.00	0.00	0.00
USECOMP	7.00	0.00	200.06	0.00	0.00
Totals:	117.50	0.00	3,720.36	0.00	0.00
Department: FINANCE FINANCE					
Department Totals For: FINANCE					
DISABILITY	0.00	0.00	534.69	0.00	0.00
HOLIDAY	8.00	0.00	332.48	0.00	0.00
SALARY	43.25	0.00	1,329.92	0.00	0.00
Totals:	51.25	0.00	2,197.09	0.00	0.00
Department: FIRE/RESCUE FIRE/RESCUE					
Department Totals For: FIRE/RESCUE					
OVERTIME	0.00	0.00	0.00	14.00	537.18
REGULAR	134.25	0.00	2,918.40	0.00	0.00
STIPEND	0.00	0.00	480.77	0.00	0.00
Totals:	134.25	0.00	3,399.17	14.00	537.18
Department: HIGHWAY HIGHWAY					
Department Totals For: HIGHWAY					
HOLIDAY	48.00	0.00	1,323.20	0.00	0.00
OVERTIME	0.00	0.00	0.00	86.00	3,743.84
REGULAR	218.00	0.00	6,080.56	0.00	0.00
SICK	3.00	0.00	86.08	0.00	0.00
USECOMP	1.00	0.00	26.40	0.00	0.00
VACATION	1.50	0.00	44.76	0.00	0.00
Totals:	271.50	0.00	7,561.00	86.00	3,743.84
Department: LIBRARY LIBRARY					
Department Totals For: LIBRARY					
REGULAR	87.00	0.00	1,853.37	0.00	0.00
SALARY	40.00	0.00	1,608.40	0.00	0.00
Totals:	127.00	0.00	3,461.77	0.00	0.00
Department: POLICE POLICE					
Department Totals For: POLICE					
EVENING OT	0.00	0.00	0.00	15.00	663.51
EVENING PAY	79.00	0.00	2,407.51	0.00	0.00
HOLIDAY	24.00	0.00	597.28	0.00	0.00
MIDNIGHT PAY	77.25	0.00	1,907.30	0.00	0.00
OUTSIDE DETAIL	75.00	0.00	3,384.75	0.00	0.00

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 01/24/2024 to 01/24/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
REGULAR	167.00	0.00	5,911.61	0.00	0.00
REGULAR OT	0.00	0.00	0.00	14.00	670.66
SICK	8.75	0.00	207.29	0.00	0.00
USECOMP	42.50	0.00	1,077.80	0.00	0.00
VACATION	18.50	0.00	668.66	0.00	0.00
Totals:	492.00	0.00	16,162.20	29.00	1,334.17

Department: RESCUE RESCUE

Department Totals For: RESCUE

HOLIDAY	31.50	0.00	859.34	0.00	0.00
OVERTIME	0.00	0.00	0.00	11.00	357.30
REGULAR	256.00	0.00	6,643.83	0.00	0.00
SICK	22.00	0.00	599.50	0.00	0.00
Totals:	309.50	0.00	8,102.67	11.00	357.30

Department: SW/GGB/P&P SOLID WASTE/GEN GOV BLDG/P&P

Department Totals For: SW/GGB/P&P

HOLIDAY	35.00	0.00	821.46	0.00	0.00
OVERTIME	0.00	0.00	0.00	6.00	190.90
REGULAR	134.00	0.00	3,166.62	0.00	0.00
VACATION	10.00	0.00	187.70	0.00	0.00
Totals:	179.00	0.00	4,175.78	6.00	190.90

Department: TC/TX TOWN CLERK / TAX COLLECTOR

Department Totals For: TC/TX

HOLIDAY	16.00	0.00	418.26	0.00	0.00
REGULAR	32.25	0.00	643.71	0.00	0.00
SALARY	32.00	0.00	1,034.34	0.00	0.00
Totals:	80.25	0.00	2,096.31	0.00	0.00

Department: WELFARE WELFARE

Department Totals For: WELFARE

REGULAR	11.00	0.00	233.64	0.00	0.00
VACATION	1.00	0.00	21.24	0.00	0.00
Totals:	12.00	0.00	254.88	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT

Department Totals For: WWTP

HOLIDAY	24.00	0.00	685.44	0.00	0.00
OVERTIME	0.00	0.00	0.00	8.00	306.60
REGULAR	77.50	0.00	2,260.01	0.00	0.00
SICK	18.50	0.00	481.75	0.00	0.00
Totals:	120.00	0.00	3,427.20	8.00	306.60

Grand Totals:

DISABILITY	0.00	0.00	534.69	0.00	0.00
EVENING OT	0.00	0.00	0.00	15.00	663.51
EVENING PAY	79.00	0.00	2,407.51	0.00	0.00
HOLIDAY	224.50	0.00	6,548.53	0.00	0.00
MIDNIGHT PAY	77.25	0.00	1,907.30	0.00	0.00
OUTSIDE DETAIL	75.00	0.00	3,384.75	0.00	0.00
OVERTIME	0.00	0.00	0.00	125.00	5,135.82
REGULAR	1,205.25	0.00	32,546.44	0.00	0.00
REGULAR OT	0.00	0.00	0.00	14.00	670.66
SALARY	170.50	0.00	6,061.23	0.00	0.00
SICK	52.25	0.00	1,374.62	0.00	0.00
STIPEND	0.00	0.00	480.77	0.00	0.00
USECOMP	50.50	0.00	1,304.26	0.00	0.00
VACATION	31.00	0.00	922.36	0.00	0.00

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 01/24/2024 to 01/24/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Totals:	1,965.25	0.00	57,472.46	154.00	6,469.99

= \$63,942.45

Plus: Payroll deduction correction 132.72

total \$64,075.17

01/23/2024
09:29 AM

Remittance Invoice Report

Payroll
Deductions

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	6,284.59
	SOCSEC_EE	01-0000-2025-001	2,812.19
	SOCSEC_ER	01-0000-2025-001	2,812.19
	MEDICARE_EE	01-0000-2025-001	910.58
	MEDICARE_ER	01-0000-2025-001	910.58

Invoice Total: 13,730.13

Sub Totals:

FITW	6,284.59
MEDICARE	1,821.16
SOCSEC	5,624.38

EMPOWER - EMPOWER RETIREMENT

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

Invoice Total: 369.44

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94

Grand Totals:

Invoice Count: 2 14,099.57

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	6,284.59
MEDICARE	1,821.16
SOCSEC	5,624.38

Check Proofing Report

01/23/2024
8:57 AM

47/48

Payroll ID: 00000073

Check Post Date: 01/24/2024

Pay Period End Date: 01/20/2024

Leave Bank Code	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
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Grand Totals:

Num. Checks Payable:	6	Total Gross:	64,075.17	Reg. Hours:	1,939.25	Total Deductions:	15,225.99
Number of Checks:	6	Total Net:	48,716.46	OT Hours:	154.00	Ded. Adj. Aff. Gross:	132.72
Number of DD:	59	Direct Deposit:	46,324.97	Suppl Hours:	0.00	Total Expense:	3,993.88
				Comp Hrs Wrkd:	3.00		

Tax Type	State / Loc.	App Pay	Prior Ded	Tax Gross
Social Security		46,129.75	771.35	45,358.40
Medicare		64,075.17	1,276.54	62,798.63
Federal		64,075.17	5,018.31	59,056.86

Paycode ID	Amount	Reg Hours	Sup Hours	OT Hours	Ded/Exp Code	Amt
DISABILITY	534.69	0.00	0.00	0.00	AFLAC	71.10
EVENING OT	663.51	0.00	0.00	15.00	DENTAL	278.40
EVENING PAY	2,407.51	79.00	0.00	0.00	EMPOWER	107.50
HOLIDAY	6,348.53	216.50	0.00	0.00	EMPOWER-ROTH	261.94
MIDNIGHT PAY	1,907.30	77.25	0.00	0.00	FITW	6,284.59
OUTSIDE DETAIL	3,384.75	75.00	0.00	0.00	FSA	138.03
OVERTIME	5,135.82	0.00	0.00	125.00	MEDICAL	860.11
REGULAR	32,160.92	1,187.25	0.00	0.00	MEDICARE_EE	910.58
REGULAR OT	670.66	0.00	0.00	14.00	MEDICARE_ER	910.58
SALARY	6,061.23	170.50	0.00	0.00	NHRSEMP	1,710.93
SICK	1,374.62	52.25	0.00	0.00	NHRSPD	331.08
STIPEND	480.77	0.00	0.00	0.00	NHRSPD W DETAIL	990.34
USECOMP	1,304.26	50.50	0.00	0.00	NHRSPD W DETAIL	601.92
VACATION	922.36	31.00	0.00	0.00	SOCSEC_EE	2,812.19
**HOLIDAY	200.00	8.00	0.00	0.00	SOCSEC_ER	2,812.19
**REGULAR	385.52	18.00	0.00	0.00	TA_457	271.11
					**DENTAL	-54.39
					**MEDICAL	-78.33
					ARMED FORCES BANK	710.12 DEPOSIT
					BANK OF AMERICA	1,584.47 DEPOSIT
					BANK OF NH	1,969.07 DEPOSIT
					BAR HARBOR BANK	4,961.81 DEPOSIT
					CHARLES SCHWAB	1,168.97 DEPOSIT
					CITIZENS BANK	723.18 DEPOSIT
					CITIZENS BANK NA	10,295.63 DEPOSIT
					GRANITE STATE CU	211.12 DEPOSIT
					M&T	258.59 DEPOSIT
					MERRIMACK CO SVGS	2,296.47 DEPOSIT
					MFCU	1,226.46 DEPOSIT

Received by
TOWN OF HENNIKER

JAN 23 2024

SELECTMEN'S OFFICE

Kender

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

TOWN OF HENNIKER
PAYROLL CHECK REGISTERS
DATE: JANUARY 31, 2024

WAGES: \$59,404.74
PAYROLL DEDUCTIONS: \$12,912.87
TOTAL: \$72,317.61

BOARD OF SELECTMEN APPROVAL

Kris Blomback

Date

Scott Osgood

Date

Bill Marko

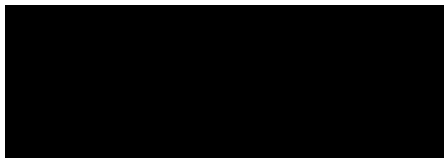
Date

Neal Martin

Date

Jeff Morse

Date



1/30/24
Date

Treasurer

Date

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 01/31/2024 to 01/31/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Department: CODE CODE					
Department Totals For: CODE					
SALARY	18.00	0.00	485.57	0.00	0.00
Totals:	18.00	0.00	485.57	0.00	0.00
Department: CSWW CSWW					
Department Totals For: CSWW					
REGULAR	42.00	0.00	2,138.46	0.00	0.00
Totals:	42.00	0.00	2,138.46	0.00	0.00
Department: ELECTION ELECTION					
Department Totals For: ELECTION					
REGULAR	87.50	0.00	634.39	0.00	0.00
Totals:	87.50	0.00	634.39	0.00	0.00
Department: EXECUTIVE EXECUTIVE					
Department Totals For: EXECUTIVE					
BEREAVEMENT	24.00	0.00	685.92	0.00	0.00
REGULAR	36.00	0.00	640.08	0.00	0.00
SALARY	44.50	0.00	2,003.75	0.00	0.00
USECOMP	16.00	0.00	457.28	0.00	0.00
Totals:	120.50	0.00	3,787.03	0.00	0.00
Department: FINANCE FINANCE					
Department Totals For: FINANCE					
DISABILITY	0.00	0.00	534.69	0.00	0.00
SALARY	40.50	0.00	1,662.40	0.00	0.00
Totals:	40.50	0.00	2,197.09	0.00	0.00
Department: FIRE/RESCUE FIRE/RESCUE					
Department Totals For: FIRE/RESCUE					
REGULAR	73.50	0.00	1,536.06	0.00	0.00
STIPEND	0.00	0.00	480.77	0.00	0.00
Totals:	73.50	0.00	2,016.83	0.00	0.00
Department: HIGHWAY HIGHWAY					
Department Totals For: HIGHWAY					
OVERTIME	0.00	0.00	0.00	116.00	5,062.74
REGULAR	238.00	0.00	6,719.56	0.00	0.00
SICK	2.00	0.00	46.68	0.00	0.00
SICK BUYOUT	1.75	0.00	52.22	0.00	0.00
VACATION	24.00	0.00	569.76	0.00	0.00
Totals:	265.75	0.00	7,388.22	116.00	5,062.74
Department: LIBRARY LIBRARY					
Department Totals For: LIBRARY					
REGULAR	92.50	0.00	1,955.64	0.00	0.00
SALARY	40.00	0.00	1,608.40	0.00	0.00
Totals:	132.50	0.00	3,564.04	0.00	0.00
Department: POLICE POLICE					
Department Totals For: POLICE					
EVENING OT	0.00	0.00	0.00	10.00	431.22
EVENING PAY	95.75	0.00	3,195.85	0.00	0.00

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER
For 01/31/2024 to 01/31/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
MIDNIGHT PAY	75.25	0.00	1,938.55	0.00	0.00
OUTSIDE DETAIL	11.00	0.00	496.43	0.00	0.00
REGULAR	194.75	0.00	6,366.80	0.00	0.00
REGULAR OT	0.00	0.00	0.00	10.00	439.76
SICK BUYOUT	8.60	0.00	358.62	0.00	0.00
VACATION	38.25	0.00	961.82	0.00	0.00
Totals:	423.60	0.00	13,318.07	20.00	870.98

Department: RESCUE RESCUE

Department Totals For: RESCUE

OVERTIME	0.00	0.00	0.00	4.00	127.56
REGULAR	302.00	0.00	7,533.96	0.00	0.00
SICK	10.00	0.00	243.30	0.00	0.00
Totals:	312.00	0.00	7,777.26	4.00	127.56

Department: SW/GGB/P&P SOLID WASTE/GEN GOV BLDG/P&P

Department Totals For: SW/GGB/P&P

OVERTIME	0.00	0.00	0.00	10.00	379.36
REGULAR	147.00	0.00	3,405.71	0.00	0.00
Totals:	147.00	0.00	3,405.71	10.00	379.36

Department: TC/TX TOWN CLERK / TAX COLLECTOR

Department Totals For: TC/TX

OVERTIME	0.00	0.00	0.00	9.00	269.47
REGULAR	40.00	0.00	798.40	0.00	0.00
SALARY	54.50	0.00	1,292.92	0.00	0.00
Totals:	94.50	0.00	2,091.32	9.00	269.47

Department: WELFARE WELFARE

Department Totals For: WELFARE

REGULAR	10.50	0.00	223.02	0.00	0.00
VACATION	1.50	0.00	31.86	0.00	0.00
Totals:	12.00	0.00	254.88	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT

Department Totals For: WWTP

REGULAR	93.50	0.00	2,648.78	0.00	0.00
SICK	25.50	0.00	752.87	0.00	0.00
USECOMP	1.00	0.00	25.55	0.00	0.00
Totals:	120.00	0.00	3,427.20	0.00	0.00

Grand Totals:

BEREAVEMENT	24.00	0.00	685.92	0.00	0.00
DISABILITY	0.00	0.00	534.69	0.00	0.00
EVENING OT	0.00	0.00	0.00	10.00	431.22
EVENING PAY	95.75	0.00	3,195.85	0.00	0.00
MIDNIGHT PAY	75.25	0.00	1,938.55	0.00	0.00
OUTSIDE DETAIL	11.00	0.00	496.43	0.00	0.00
OVERTIME	0.00	0.00	0.00	139.00	5,839.13
REGULAR	1,357.25	0.00	34,600.86	0.00	0.00
REGULAR OT	0.00	0.00	0.00	10.00	439.76
SALARY	197.50	0.00	7,053.04	0.00	0.00
SICK	37.50	0.00	1,042.85	0.00	0.00
SICK BUYOUT	10.35	0.00	410.84	0.00	0.00
STIPEND	0.00	0.00	480.77	0.00	0.00
USECOMP	17.00	0.00	482.83	0.00	0.00
VACATION	63.75	0.00	1,563.44	0.00	0.00
Totals:	1,889.35	0.00	52,486.07	159.00	6,710.11

difference of \$ 208.56 to check register due to payro deduction change

01/30/2024
02:13 PM

Remittance Invoice Report

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	5,444.39
	SOCSEC_EE	01-0000-2025-001	2,709.66
	SOCSEC_ER	01-0000-2025-001	2,709.66
	MEDICARE_EE	01-0000-2025-001	839.86
	MEDICARE_ER	01-0000-2025-001	839.86

Invoice Total: 12,543.43

Sub Totals:

FITW	5,444.39
MEDICARE	1,679.72
SOCSEC	5,419.32

EMPOWER - EMPOWER RETIREMENT

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

Invoice Total: 369.44

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94

Grand Totals:

Invoice Count: 2 12,912.87

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	5,444.39
MEDICARE	1,679.72
SOCSEC	5,419.32

**TOWN OF HENNIKER
ACCOUNTS PAYABLE MANIFEST
DATE: JANUARY 31, 2024**

TOTAL: \$106,504.24

BOARD OF SELECTMEN APPROVAL

 1-30-24
Kris Blomback Date

Scott Osgood Date

Bill Marko Date

 1/30/2024
Neal Martin Date

 1-26-24
Jen Morse Date

 1/26/24
Date

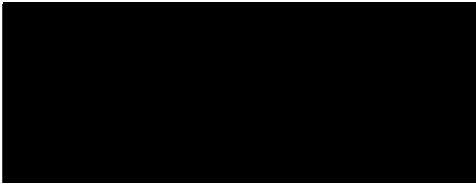
Treasurer Date

**TOWN OF HENNIKER
ACCOUNTS PAYABLE MANIFEST
DATE: FEBRUARY 7, 2024**

TOTAL: \$312,173.14

BOARD OF SELECTMEN APPROVAL

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



2/2/24

Date

Treasurer

Date

INTENT TO CUT CHECKLIST

Date received 2/25/2024 Office ID# _____

Owner's name Woodhill Lot # 6-278-13

Route to: Highway Superintendent Conservation Commission

Items 1 - 10 Complete Map information complete Not provided

Missing items:

Missing items:

- 1 Town/City
 - 2 Tax map/lot
 - 3 Original/supplemental
 - 4 Name of road using
 - 5 Acreage of lot/acreage to be cut
 - 6 Type of ownership
 - 7 SIGNATURES OF OWNER(S) OF RECORD
ADDRESS OF OWNER(S)
TELEPHONE NUMBER OF OWNER(S)
 - 8 Description of wood or timber to be cut
 - 9 Personal use amount
 - 10 LOGGER/FORESTER SIGNATURE
LOGGER/FORESTER PRINTED NAME
LOGGER/FORESTER PHONE NUMBER/ADDRESS
- 1 Area(s) to be cut
 - 2 Road to be used
 - 3 Landing(s)
 - 4 Point of egress onto town road

Taxes current Yes No
Security bond required Yes No \$ Amount _____
Date paid _____ Date returned _____

Driveway permit needed Yes No Initialed temp. DW approved

Road bond required Yes No \$ Amount _____
Date paid _____ Date returned _____

Permission to Haul Form Yes No Date received _____

Wetlands permit required Yes No Date received Unknown

Notes/
Comments

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

(Assigned by Municipality)

YR TOWN OP#

 - - -T

For Tax Year April 1, 23 to March 31, 24

received by
TOWN OF HENNIKER
JAN 25 2024
SELECTMEN'S OFFICE

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- Town/City of: Henniker
- Tax Map/Block/Lot or USFS Sale Name & Unit No.
Map 6 Lot 278-B
- Intent Type: Original Supplemental
(Original Intent Number)
- Name of Access Road: Foster Hill Rd
- 5a. Acreage of Lot: 19.56 Acreage of Cut: 19
- 5b. Anticipated Start Date: 2-1-2024
- Type of ownership (check only one):
 - Owner of Land and Stumpage (Sole Owner)
 - Owner of Land and Stumpage (Joint Tenants)
 - Owner of Land and Stumpage (Tenants in Common)
 - Previous owner retaining deeded timber rights
 - Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER OR LOGGER / FORESTER
BY MAIL OR E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

for additional owners.

SIGNATURE OFFICER(S) DATE SIGNED 1/29/24

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

95 Wood Hill Rd
MAILING ADDRESS

Bow NH 03304
CITY OR TOWN STATE ZIP CODE

E-MAIL ADDRESS

HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes) 347-325-2000

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:
1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

- Any timber tax bond required has been received.
\$ _____ Date: _____
- The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- This form to be forwarded to DRA immediately after signing.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	50	MBF
Hemlock	10	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple	5	MBF
White Birch		MBF
Yellow Birch	5	MBF
Oak	15	MBF
Ash	5	MBF
Soft Maple	5	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	5	MBF
Other (Specify)		MBF
Pulpwood	Tons	
Spruce & Fir		
Hardwood & Aspen		
Pine	40	
Hemlock	20	
Biomass Chips	300	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	100	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that _____ timber harvest laws.

SIGNATURE DATE 1-24-2024

Aaron Sigrling
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

Po Box 991
MAILING ADDRESS

Henniker NH 03242
CITY OR TOWN STATE ZIP CODE

PHONE NUMBER E-MAIL ADDRESS

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

INTENT TO CUT CHECKLIST

Date received 01/31/2024 Office ID# _____

Owner's name Windsor Ward Peak Forest Inc. Lot # 2-11

Route to: Highway Superintendent Conservation Commission

Items 1 - 10 Complete Map information complete Not provided

Missing items:

Missing items:

- | | |
|---|--|
| <ul style="list-style-type: none"> 1 Town/City 2 Tax map/lot 3 Original/supplemental 4 Name of road using 5 Acreage of lot/acreage to be cut 6 Type of ownership 7 SIGNATURES OF OWNER(S) OF RECORD
ADDRESS OF OWNER(S)
TELEPHONE NUMBER OF OWNER(S) 8 Description of wood or timber to be cut 9 Personal use amount 10 LOGGER/FORESTER SIGNATURE
LOGGER/FORESTER PRINTED NAME
LOGGER/FORESTER PHONE NUMBER/ADDRESS | <ul style="list-style-type: none"> 1 Area(s) to be cut 2 Road to be used 3 Landing(s) 4 Point of egress onto town road |
|---|--|

Taxes current Yes No
 Security bond required Yes No \$ Amount _____
 Date paid _____ Date returned _____

Driveway permit needed Yes No Initialed _____

Road bond required Yes No \$ Amount _____
 Date paid _____ Date returned _____

Permission to Haul Form Yes No Date received _____

Wetlands permit required Yes No Date received Unknown

Notes/
 Comments _____

JAN 31 2024

SELECTMEN'S OFFICE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

For Tax Year April 1, 24 to March 31, 25

FORM
PA-7

(Assigned by Municipality)

YR [] - TOWN [] - OP# [] - T []

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- 1. Town/City of: Henniker
- 2. Tax Map/Block/Lot or USFS Sale Name & Unit No.
Map 2 Lot 11
- 3. Intent Type: Original Supplemental (Original Intent Number)
- 4. Name of Access Road: Route 114
- 5a. Acreage of Lot: 193 Acreage of Cut: 40
- 5b. Anticipated Start Date: February 15
- 6. Type of ownership (check only one):
 - a. Owner of Land and Stumpage (Sole Owner)
 - b. Owner of Land and Stumpage (Joint Tenants)
 - c. Owner of Land and Stumpage (Tenants in Common)
 - d. Previous owner retaining deeded timber rights
 - e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER OR LOGGER / FORESTER

BY MAIL OR E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)



Ronald D. Schwarz, Sec-Treas
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

Ron D Schwarz Windsor Ward Peak Trees Farm

PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

892 Deer Valley Rd

MAILING ADDRESS

Willis Ve 24350

CITY STATE ZIPCODE

[Redacted]

E-MAIL

HOME PHONE (Enter number without dashes) [Redacted] CELL PHONE (Enter [Redacted]) [Redacted]

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	150	MBF
Hemlock	50	MBF
Red Pine	10	MBF
Spruce & Fir	10	MBF
Hard Maple	5	MBF
White Birch	3	MBF
Yellow Birch	5	MBF
Oak	20	MBF
Ash	10	MBF
Soft Maple	10	MBF
Beech/Paleo/Tie & Mat Log/ Pine Box	15	MBF
Other (Specify)		MBF
Pulpwood		Tons
Spruce & Fir		
Hardwood & Aspen	300	
Pine	200	
Hemlock	300	
Biomass Chips		
Miscellaneous		Tons
High Grade Spruce/Fir		
Cordwood & Fuelwood	150	Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species	Amount:
---------	---------

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner, and certifies that

SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUTTING DATE SIGNED

[Redacted]

PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

Swift Corwin

MAILING ADDRESS

50A Steele Road

Peterborough NH 03450

CITY OR TOWN STATE ZIPCODE

[Redacted]

PHONE NUMBER 603 562 5620

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:

1. All owners of record have signed the Intent;
2. The land is not under the Current Use Unproductive category;
3. The form is complete and accurate; and

4. Any timber tax bond required has been received.
\$ _____ Date: _____
5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
6. This form to be forwarded to DRA immediately after signing.

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE	SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE		

Received by
TOWN OF HENNIKER

NOV 17 2023

SELECTMEN'S OFFICE

FOR MUNICIPALITY USE ONLY:

Town File No.: 23-004

Taxpayer Name: _____

RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

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

Name(s): Nancy Humbrecht
Mailing Address: [Redacted] Henniker NH 03242
Telephone Nos.: ([Redacted]) (Work) _____ (Email) [Redacted]

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

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

Name(s): _____
Mailing Address: _____
Telephone Nos.: (Home) _____ (Cell) _____ (Work) _____ (Email) _____

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

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

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
00605A 000134 J	54 Colby Hill Rd	House/10 Acres	

SECTION D. Other Property(ies)

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

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>

SECTION E. Reasons for Abatement Application

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

1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):

1. physical data - incorrect description or measurement of property;
2. market data - the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
3. level of assessment - the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

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

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

(Attach additional sheets if needed.)

See attached

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

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

Town Parcel ID# _____ Appeal Year Market Value \$ _____

Town Parcel ID# _____ Appeal Year Market Value \$ _____

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

SECTION G. Sales, Rental and/or Assessment Comparisons

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

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
-----------------	----------------	-------------------------	-------	------------

SECTION H. Certification by Party(ies) Applying

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

Date: 11/17/23

(Signature) 

(Signature)

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

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

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

Date: _____
_____ (Representative's Signature)

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

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

Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED _____

Remarks:

Date: _____

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

Map: 00005A

Lot: 000134

Sub: 00000J

Card: 1 of 1

54 COLBY HILL RD

HENNIKER

Printed: 11/17/2023



PICTURE

OWNER
HUMPHREY ANDREW M JR
 PO BOX 373
 HENNIKER, NH 03242

TAXABLE DISTRICTS

District	Percentage

BUILDING DETAILS

Model: **1.75 STORY CAPE COD**
 Roof: **GABLE OR HIP/ASPHALT**
 Ext: **CLAP BOARD**
 Int: **DRYWALL**
 Floor: **CARPET**
 Heat: **GAS/HOT WATER**

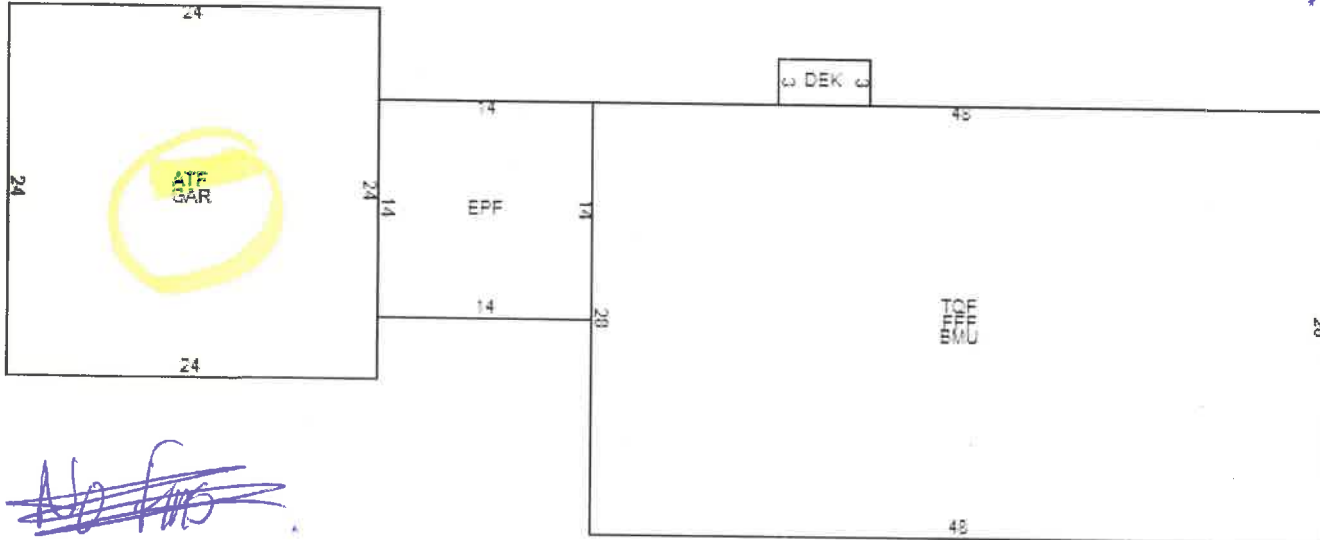
Bedrooms: **3** Baths: **2.5** Fixtures:
 Extra Kitchens: Fireplaces:
 A/C: **No** Generators:
 Quality: **A1 AVG+10**

Com. Wall:
 Size Adj: **0.9047** Base Rate: **RSA 136.00**
 Bldg. Rate: **0.9363**
 Sq. Foot Cost: **\$ 127.33**

PERMITS

Date	Project Type	Notes

ARCHIVED 2023 CARD



~~No fins~~


No finished Attic

BUILDING SUB AREA DETAILS

ID	Description	Area	Adj.	Effect.
TQF	3/4 STRY FIN	1344	0.75	1008
FFF	FST FLR FIN	1344	1.00	1344
BMU	BSMNT	1344	0.15	202
EPF	ENCLOSED	196	0.70	137
ATF	ATTIC FINISHED	576	0.25	144
GAR	GARAGE ATTCHD	576	0.45	259
DEK	DECK/ENTRANCE	18	0.10	2
GLA:	2,496	5,398		3,096

2022 BASE YEAR BUILDING VALUATION

Market Cost New:		\$ 394,214
Year Built:		1991
Condition For Age:	GOOD	14 %
Physical:		
Functional:		
Economic:		
Temporary:		
Total Depreciation:		14 %
Building Value:		\$ 339,000

OWNER INFORMATION		SALES HISTORY					PICTURE							
HUMPHREY ANDREW M JR PO BOX 373 HENNIKER, NH 03242		Date	Book	Page	Type	Price	Grantor							
LISTING HISTORY		NOTES												
07/21/23	RWVM	GRAY - 1A REAR DORMER STILL=TQS CL V ROAD 09: REMOVED 125'FF ASST SINCE ZONING NOW REQUIRES 200' MINIMUM FF 18: NEW ROOF DONE IN 2017 PER PA-28; 7/23; INFO PER HO; EXT COND=GOOD; APPRS GD MAINT; DNPU 2' ENTS=NV; RMV DECK;												
EXTRA FEATURES VALUATION		MUNICIPAL SOFTWARE BY AVITAR				HENNIKER ASSESSING OFFICE								
Feature Type	Units	Lngth	x Width	Size Adj	Rate						Cond	Market Value	Notes	
FIREPLACE 1-STAND	1			100	3,000.00	100	3,000	WOOD						
SHED-WOOD	40	8 x 5		400	10.00	50	800	Year: 2005						
							3,800							
		PARCEL TOTAL TAXABLE VALUE												
	Year	Building	Features	Land										
	2022	\$ 339,200	\$ 3,800	\$ 136,100	Parcel Total: \$ 479,100									
	2023	\$ 339,000	\$ 3,800	\$ 136,100	Parcel Total: \$ 478,900									
		LAND VALUATION				LAST REVALUATION: 2022								
Zone: RES NEIGHBORHOOD		Minimum Acreage: 2.00		Minimum Frontage: 200		Site: GOOD Driveway: GRAVEL/DIRT Road: GRAVEL/DIRT								
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes
1F RES	2.000 ac	127,000	E	100	105	95	95	95 -- MILD	100	114,300	0	N	114,300	
1F RES	8.000 ac	x 2,500	X	100				90 -- ROLLING	100	18,000	0	N	18,000	
VIEW		HILLS, TUNNEL, TOP50, CLOSE							100	3,800			3,800	
	10.000 ac									136,100			136,100	

ARCHIVED 2023 CARD

Map: 00005A

Lot: 000134

Sub: 00000J

Card: 1 of 1

54 COLBY HILL RD

HENNIKER

Printed: 11/17/2023



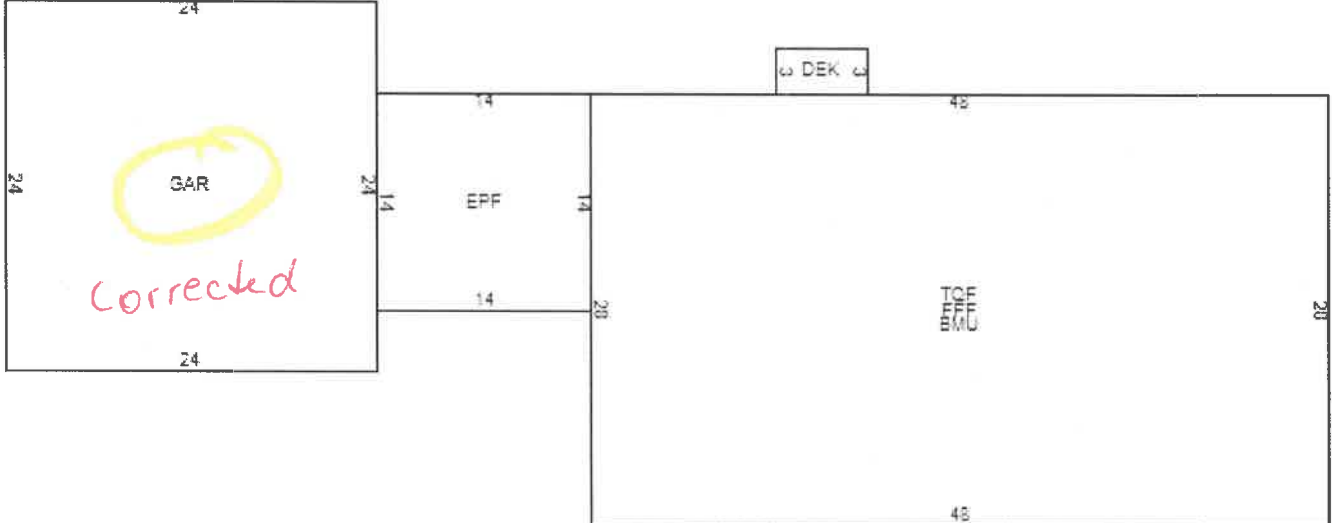
OWNER
HUMPHREY ANDREW M JR
 PO BOX 373
 HENNIKER, NH 03242

TAXABLE DISTRICTS	
District	Percentage


BUILDING DETAILS
 Model: 1.75 STORY CAPE COD
 Roof: GABLE OR HIP/ASPHALT
 Ext: CLAP BOARD
 Int: DRYWALL
 Floor: CARPET/LINOLEUM OR SIM
 Heat: GAS/HOT WATER
 Bedrooms: 3 Baths: 2.5 Fixtures: 9
 Extra Kitchens: Fireplaces:
 A/C: No Generators:
 Quality: A1 AVG+10
 Com. Wall:
 Size Adj: 0.9146 Base Rate: RSA 136.00
 Bldg. Rate: 0.9465
 Sq. Foot Cost: \$ 128.72

PERMITS		
Date	Project Type	Notes

BUILDING SUB AREA DETAILS			
ID	Description	Area	Adj. Effect.
DEK	DECK/ENTRANCE	18	0.10 2
TQF	3/4 STRY FIN	1344	0.75 1008
FFF	FST FLR FIN	1344	1.00 1344
BMU	BSMNT	1344	0.15 202
EPF	ENCLOSED	196	0.70 137
GAR	GARAGE ATTCHD	576	0.45 259
GLA:	2,352	4,822	2,952



2022 BASE YEAR BUILDING VALUATION	
Market Cost New:	\$ 379,981
Year Built:	1991
Condition For Age:	GOOD 14 %
Physical:	
Functional:	
Economic:	
Temporary:	
Total Depreciation:	14 %
Building Value:	\$ 326,800

OWNER INFORMATION			SALES HISTORY					PICTURE
HUMPHREY ANDREW M JR PO BOX 373 HENNIKER, NH 03242			Date	Book	Page	Type	Price Grantor	
LISTING HISTORY			NOTES					
10/30/23	RWCL		GRAY - 1A REAR DORMER STILL=TQS CL V ROAD 09: REMOVED 125'FF ASST SINCE ZONING NOW REQUIRES 200' MINIMUM FF 18: NEW ROOF DONE IN 2017 PER PA-28; 7/23; INFO PER HO; EXT COND=GOOD; APPRS GD MAINT; DNPU 2' ENTS=NV; RMV DECK; 10/23; INT COND STILL GD; STORM DMG REPAIRED; TREE THRU CEIL IN REAR BDRM; PU LINO; ADD FIX CNT;					
07/21/23	RWVM							
01/01/23	INSP	MARKED FOR INSPECTION						
07/31/20	VS14	FIELD REVIEW						
06/19/18	BL14	FIELD REVIEW						
08/03/15	KL14	FIELD REVIEW						
09/23/10	KL14	FIELD REVIEW						
04/07/10	NC00	MEASUR+LISTED						

EXTRA FEATURES VALUATION								MUNICIPAL SOFTWARE BY AVITAR			
Feature Type	Units	Lngh x Width	Size Adj	Rate	Cond	Market Value	Notes	HENNIKER ASSESSING OFFICE			
FIREPLACE 1-STAND	1		100	3,000.00	100	3,000	WOOD				
SHED-WOOD	40	8 x 5	400	10.00	50	800	Year: 2005	PARCEL TOTAL TAXABLE VALUE			
							3,800				
								Year	Building	Features	Land
								2022	\$ 339,200	\$ 3,800	\$ 136,100
								Parcel Total: \$ 479,100			
								2023	\$ 326,800	\$ 3,800	\$ 136,100
								Parcel Total: \$ 466,700			

LAND VALUATION												LAST REVALUATION: 2022			
Zone: RES NEIGHBORHOOD		Minimum Acreage: 2.00		Minimum Frontage: 200				Site: GOOD				Driveway: GRAVEL/DIRT		Road: GRAVEL/DIRT	
Land Type	Units	Base Rate	NC	Adj	Site	Road	DWay	Topography	Cond	Ad Valorem	SPI	R	Tax Value	Notes	
1F RES	2.000 ac	127,000	E	100	105	95	95	-- MILD	100	114,300	0	N	114,300		
1F RES	8.000 ac	x 2,500	X	100				90 -- ROLLING	100	18,000	0	N	18,000		
VIEW		HILLS, TUNNEL, TOP50, CLOSE							100	3,800			3,800		
10.000 ac										136,100		136,100			



Avitar Associates of New England, Inc.

A Municipal Services Company

Received by
TOWN OF HENNIKER

JAN 29 2024

SELECTMEN'S OFFICE

January 24, 2024

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


Re: Abatement Recommendations – Humphrey Jr, Andrew M (54 Colby Hill Road)

Dear Helga & Board Members:

Attached is my recommendation for the above-referenced abatement request. This completes the abatements that have been received to date, if this differs from your records, please let me know.

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

Sincerely,



Assessor Supervisor

ER/sjc
Enclosure

Abatement Recommendation

Map 5A, Lot 134 Sub J

54 Colby Hill Road

Humphrey

The taxpayer has filed for abatement on this 10-acre improved parcel with a 1.75 story Cape style dwelling assessed at \$478,900. As basis for the abatement, the taxpayer states there is no "ATF" (Attic Finished) over the garage. No market value opinion was provided. The property was visited on October 30, 2023, during the data verification callbacks process and the data was corrected, as there is no access to a finished or unfinished attic over the garage. The corrections were not made in the database until after the final issue tax bills were generated. The correction reduced the assessment from \$478,900 to \$466,700 and therefore, I recommend an abatement on the \$12,200 value difference, an abatement of \$273, plus statutory interest. ($\$12,200 / \$1,000 \times 22.38$ 2023 Tax Rate)

Received by
TOWN OF HENNIKER
JAN 29 2024
SELECTMEN'S OFFICE

January 31, 2024

2023 ABATEMENT / REFUND

To the Collector of Taxes:

By vote of the [REDACTED]

[REDACTED]

[REDACTED]

Mailing Address:

[REDACTED]

2023 Old assessment:

2023 Revised assessment: \$466,700

Abated amount of assessed value: \$ 12,200

Abated tax amount for 2023: \$ 273.00 + interest

Board of Selectmen:

APPOINTMENTS WITH THE BOARD



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: Comcast Cable Franchise Renewal Agreement

INITIATED BY: Diane Kendall, Town Administrator

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Monica Thibault, Comcast Manager Government Relations
Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Presentation from Comcast regarding the Cable Franchise Agreement Process

LEGAL AUTHORITY: Federal law ([47 U.S.C. § 521](#), et seq., and the rules of the FCC at 47 C.F.R. Part 76) and state law ([RSA Ch. 53-C](#)).

FINANCIAL: Legal costs for contract negotiation; potential revenue from Franchise Fees

BACKGROUND:

The governing body is the “franchising authority” to negotiate a renewal agreement with the existing cable tv provider because the cable company will occupy public (town) rights-of-way. Municipalities are entitled to charge the company “franchise fees” for that right to occupy public land, just like any other “tenant” of municipal property. The current franchise fee is \$0. The town also has a cable franchise agreement with TDS.

The current Comcast Franchise Agreement was initially executed in May 1983 through May 2008 and per Section III was extended in 2008 for an additional 25 years. The existing agreement is outdated and not consistent with more recent federal laws. On August 2, 2019, [the Federal Communications Commission \(FCC\)](#) passed an order that restricts local government cable franchise fees and agreements. In particular, the order:

- Requires local governments to count most non-monetary "in-kind" contributions toward the maximum 5% franchise fee, and
- Preempts and prohibits local governments from regulating most non-cable services, such as broadband Internet, that are offered over cable systems.

The ruling was published in the Federal Register on August 27 and took effect on September 26, 2019. FCC regulations relating to cable franchising are set forth at 47 C.F.R. 76.41 - 76.43.

Next steps:

- Ascertain future cable-related needs and interest of the community
- Option to engage legal with expertise in Franchise Agreement
- Create Cable Committee negotiate or Governing Body negotiate

Board members and interested public are encouraged to view the recorded [NHMA webinar What Municipal Officials Need to Know about Cable TV Franchising](#). More information: [Cable Franchise Renewal and Local Right of Way Management](#)

TOWN ADMINISTRATOR COMMENT: Board members should become familiar with the process and determine next steps at a future meeting.

SUGGESTED ACTION OR MOTION: Obtain more information and continue discussion for future meetings.

**CABLE TELEVISION LICENSE
FOR THE
TOWN OF HENNIKER**

05/06/83 - 05/05/08

Henriker, A

UNITED STATES OF AMERICA

FEDERAL COMMUNICATIONS COMMISSION

Washington, D. C.

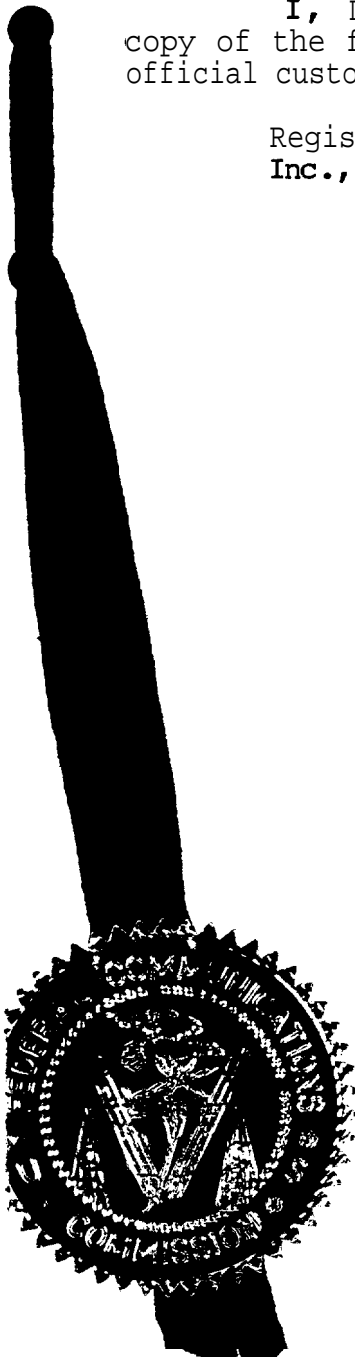
I, Donna R. Searcy, certify that the attached is a true and correct copy of the following document on file in this Commission and that I am official custodian of the same:

Henriker

Registration Statement of Cablevision Services Co.,
Inc., received May 5, 1983.

IN WITNESS WHEREOF, I have hereunto
set my hand, and caused the seal
of the Federal Communications
Commission to be affixed, this
21st day of June, 1989

Donna R. Searcy
Secretary



FRANCHISE AGREEMENT FOR CABLE TELEVISION

5/6/83 *co/c*

THIS AGREEMENT made and entered into this 8 day of July
1980, by and between the **TOWN** OF HENNIKER, NEW HAMPSHIRE
organized pursuant to the laws of the STATE OF NEW HAMPSHIRE, hereinafter
called the TOWN and Cablevision Service Co., Inc. A New Hampshire Corporation,
hereinafter called the OPERATOR.

WHEREAS, the OPERATOR desires to obtain a Franchise for the operation of
cable television in the **TOWN** and the Selectmen are willing to grant said
Franchise pursuant to the authorization of the voters of the TOWN.

NOW THEREFORE, in accordance with the terms and conditions herein, it
is mutually agreed the following definitions shall apply:

- (1) **FCC** shall mean the Federal Communications **Commission** of the United
State of America, an agency established by an Act of Congress.
- (2) **CATV** shall mean a system for transmission of energy over a closed
circuit as well as a service provided to subscribers.
- (3) **RULES** shall mean:
 - a. Rules and regulations promulgated by the FCC and particularly
those regulations known as Part 76, "Cable Television Service",
together with such other rules and regulations which may be
promulgated hereafter by the FCC amending or supplementing the
presently existing rules.
 - b. Rules and regulations of other federal agencies for **CATV**.
 - c. Rules, Regulations, ordinances and laws of the State and/or
local governmental agencies for **CATV**.

SECTION II - GRANT OF FRANCHISE

Subject to the terms and conditions of this Agreement, the TOWN does hereby grant to the OPERATOR the right to erect, maintain, operate and utilize CATV facilities in, under, above, along, across and upon the streets, lanes, avenues, sidewalks, bridges and other public places as approved by the Selectmen in the TOWN, and subsequent additions thereto, for the purpose of providing a service to residents for a fee in accordance with the RULES and laws of the United States of America, the STATE OF NEW HAMPSHIRE the TOWN OF HENNIKER.

5/6/83-5/5/08

SECTION III - TERM

The Franchise and rights herein granted shall be for a term of twenty five (25) years commencing with the day following:

- (1) The issuance of a Certificate of Compliance by the FCC to the OPERATOR for the system contemplated herein, or
- (2) The effective date of this Agreement in the event certification is not required by the FCC for the system contemplated herein.

If, at the expiration of said period, the OPERATOR shall have faithfully performed, it shall have the option and right to renew said Franchise upon the same terms and conditions then in effect for an additional period of twenty-five (25) years after public review by the Selectmen.

SECTION IV - COMPLIANCE WITH GOVERNMENTAL RULES AND REGULATIONS

The Franchise granted by the TOWN to the OPERATOR herein, has been made in accordance with the presently existing RULES, and the parties hereto agree that any subsequent modifications of such RULES shall be binding upon the future relations between them, notwithstanding any other term or condition of this Agreement, as of the effective date of such modifications. In the event any RULES or subsequent modifications of same are declared to be

invalid by any court of competent jurisdiction within the United States, then this Agreement shall be modified **as** of the effective date of the final **order** of such court to conform with the finding of-said court. The Selectmen **reserve** the right to impose conditions further in **accordance** with the applicable **RULES** during the terms of this Agreement as allowed by **RSA53-C**.

SECTION V - CONSTRUCTION OF **TRANSMISSION** FACILITIES

The OPERATOR shall have the right to erect and maintain its own poles or receiving towers within the TOWN. The OPERATOR may, if satisfactory arrangements can be reached with the CONTINENTAL TELEPHONE CO. and/or PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE and any others, business or individual, in the TOWN, use their physical facilities and attach equipment as required to provide service to the TOWN. Permits, if necessary, **shall** be furnished to the OPERATOR by the proper department controlling the erection of these **CATV** facilities in the TOWN, upon payment of any required fee.

The OPERATOR's system shall be located, erected and maintained so as not to endanger or interfere-with the lives of persons, or to interfere with improvements the TOWN may deem proper to make, or to hinder or obstruct the normal use of the streets, bridges, or other public property. Removal of poles or equipment when necessary to avoid such interference will be at the OPERATOR's expense, except for house moving, which cost shall be borne by the mover.

Construction and **maintenance** of the system shall **be** in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, and such applicable laws, ordinances and regulations of the TOWN or State affecting electrical installations, which may be presently in effect or changes in the future, as well as the regulations of the FCC regarding quality of service rendered to the TOWN. All installations of equipment shall be of permanent nature, durable, and **installed** in accordance "with good engineering practice.

In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the OPERATOR shall, at it's own expense, replace and/or repair all surfacing so disturbed.

The OPERATOR shall have the authority to trim trees upon and overhanging streets, sidewalks and public places of the TOWN so as to prevent the branches of such trees from coming in contact with the facilities of the OPERATOR, only, to the extent said TOWN would have the right to do so, all trimming to be done at the expense of the OPERATOR.

The OPERATOR shall construct facilities to provide service to those areas of TOWN having no less than seventy-five (75) homes, or forty (40) verified subscribers per mile of facilities required to serve such areas, while reserving the right to serve other areas at their discretion.

The OPERATOR shall have the right to use easements granted to the TOWN which include the right to erect pole lines unless such is expressly denied in said easement.

SECTION VI - INDEMNIFICATION OF TOWN

The OPERATOR shall indemnify, protect and save the TOWN harmless from and against losses and physical damages to property and bodily injury or death to persons; including payments made under Workmen's Compensation Law, and attorney's fees for defending any action brought against the TOWN which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles and/or receiving towers within the TOWN, or by any act of the OPERATOR, its's agents or employees, The OPERATOR shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage, The amounts of such insurance against liability due to physical damages to property shall not be less than Fifty Thousand Dollars (\$50,000.00) as to any one accident and not less than One Hundred Thousand

Dollar8 (\$100,000.00) aggregate in any *single* policy year; and against liability due to bodily injury or to death of person8 not **less** than One **Hundred Thousand Dollars** (\$100,000.00) a8 to one person and **nò** less than **Three** Hundred Thousand Dollar8 (\$300,000.00) a8 to any one accident. The **OPERATOR shall also carry such insurance** a8 it deem8 **necessary** to protect **it** from all claim8 **under** the **Workmen's** Compensation Law8 in effect that may be applicable to the OPERATOR. All insurance required by this Agreement **shall** be and remain in full force and effect when construction of physical facilities commence6 and for the entire life of this Agreement. Said policy or policies of insurance, or a certified copy or copies thereof shall **be deposited** with, and kept on file in the TOWN office.

SECTION VII - SERVICE PROVIDED

The OPERATOR intend6 to carry the following television stations, pending regulatory approval, if required:

Presently authorized under rule6

Channel 2`	WGBH	Boston, Mass.	Educational
56	WLVI	Boston, Mass.	Independent
4	WBZ	Boston, Mass.	NBC
5	WCVB	Boston, Ma66	ABC
6	WCSH	Portland, Me. .	NBC
7	WNAC	Boston, Mass.	CBS
8	WMTW	Poland Springs, Me	ABC
9	WMUR	Manchester, N.H.	ABC
38	WSBK	Boston, Mass.	Independent
11	WENH	Durham, N.H. .	Educational
27	WSMW	Worcester, Mass.	Independent
25	WXNE	Boston, Ma66	Independent

Frequency modulation (FM) service will **also** be provided.

In addition the OPERATOR proposes to provide any additional service6 **which are** financially viable and physically available.

SECTION VIII - RATES FOR SERVICE

The OPERATOR shall have authority to charge according to the schedule contained in this section, unless and until same shall be increased; provided, however, that no increase of charge shall be made until approved by the Selectmen, except that such approval is hereby given as regards any adjustment of such charge to reflect the most recent change in the cost of living index, as reported by the Federal Government. This paragraph is not intended to supercede any regulatory authority that might otherwise exist.

Any tax, copyright fees, charge or taxes whatsoever assessed or assessable shall be in addition to the listed charges',

The scheduled fee shall include that labor and material necessary to make a normal, up to 150 feet, connection providing service from the OPERATOR's line to the subscriber's receiver. Charge for other than normal connections such as, but not limited to special and concealed outlets, buried lines, or special improvement ordered by the subscriber shall be agreed to between the subscriber and the OPERATOR.

Installation

For first television receiver	\$20.00
For each additional television receiver	10.00
Minimum charge per house visit for work performed other than that listed above	10.00

Basic Service (Monthly)

For first television receiver.	\$ 8.50
For each additional television receiver	2.50

Frequency Modulation (FM) Service

Installation of first and each additional radio receiver	\$10.00
Monthly service to first and each additional radio receiver	1.25

SECTION IX - FREE SERVICE

The OPERATOR shall provide, free of charge for the term of the **Franchise**, basic service to the following **buildings** provided that its **service lines** pass the buildings and the connection thereto is in compliance with (paragraph 3 of Section VIII above:

- (1) One **TOWN** building other than police or fire.
- (2) Each public school in the TOWN.
- (3) Each fire and or police station in the TOWN.

Provided further that the OPERATOR must be requested and authorized to make such service connection(s) by the appropriate **officials**.

SECTION X - DILIGENCE

The **OPERATOR shall** accomplish significant construction within eighteen (18) months after:

- (1) Receiving a Certificate of Compliance from the FCC, or
- (2) The effect **date** of this Agreement in the event certification is not required.

The OPERATOR **shall** thereafter make service available to unserved **areas** of the **TOWN** in compliance with the terms of the **last paragraph** of Section V of this Agreement.

' SECTION XI - COMPLAINTS '

The OPERATOR shall investigate and resolve all complaints regarding the quality of service, equipment **malfunctions**, and similar matters in the following way:

- (1) A person shall be designated by the OPERATOR to **serve as its** agent or representative for this **specific** purpose,
- (2) That person will be available locally on a regular **basis**,
- (3) That person **shall** be available to meet with Selectmen to **discuss** any

complaints of a general or continuing nature,
(4) Complaint records will be retained, for one year, and will be available
to the Selectmen upon request.

SECTION XII - ASSIGNABILITY

This Franchise can be transferred or **assigned** upon written notification of same to the Selectmen.

SECTION XIII - NOTICE

All notices to be sent pursuant to this Franchise shall be in writing mailed **by** Certified Mail with a return receipt requested. Notice to the OPERATOR shall be made to Cablevision Service Co., Inc. Attn: **W.** Robert Felder, P.O. Box 1010, Exeter; New Hampshire 03833 and notice to the TOWN shall be to the Chairman of the Selectmen at the TOWN Hall provided that either party may advise the other party in writing of change of designated agent and/or address for receipt of notices.

SECTION XIV - SEVERABILITY

If any section, sentence, clause or phrase of this **Agreement** is for any reason held illegal; invalid or unconstitutional by any court of competent **jurisdiction**, or by regulation of the FCC or any other governmental agency having appropriate jurisdiction, such portion **shall** be deemed a separate, **distinct** and independent provision and **such** holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by **causing** the **signatures** of **it's** duly designated agent⁶ to be affixed to duplicate originals on the day and in the year **first** mentioned above.

TOWN OF HENNIKER

CABLEVISION SERVICE CO., INC.

By: David P. Currier
Chairman of Selectmen

By: W. Robert Felder
W. Robert Felder, President

Elizabeth Gilbert
Selectman

Marsha B. Felder, Vice President

Carl H. Wright Jr.
Selectman

Selectman

CABLE TELEVISION FRANCHISE

Granted By

**TOWN OF HENNIKER,
NEW HAMPSHIRE**

Granted To

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

Term: February 6, 2024 – February 5, 2034

TABLE OF CONTENTS

INTRODUCTION 4

ARTICLE 1 – DEFINITIONS 5
SECTION 1.1 - DEFINITIONS 5

ARTICLE 2 – GRANT OF FRANCHISE 9
SECTION 2.1 - GRANT OF FRANCHISE 9
SECTION 2.2 - TERM: NON-EXCLUSIVITY 9
SECTION 2.3 – RENEWAL OF FRANCHISE 10
SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE 10
SECTION 2.5 - RESERVATION OF AUTHORITY 10
SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS 10

ARTICLE 3 – SYSTEM SPECIFICATIONS & CONSTRUCTION 13
SECTION 3.1 - AREA TO BE SERVED 13
SECTION 3.2 - SUBSCRIBER NETWORK 15
SECTION 3.3 - PARENTAL CONTROL CAPABILITY 15
SECTION 3.4 - EMERGENCY OVERRIDE 16
SECTION 3.5 - DELIVERY OF SIGNALS 16
SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS 16

ARTICLE 4 - TECHNOLOGICAL & SAFETY STANDARDS 18
SECTION 4.1 - SYSTEM MAINTENANCE 18
SECTION 4.2 - REPAIRS AND RESTORATION 19
SECTION 4.3 - CABLE LOCATION 20
SECTION 4.4 - TREE TRIMMING 21
SECTION 4.5 - BUILDING MOVES 22
SECTION 4.6 - PLANT MAPS 22
SECTION 4.7 - DIG SAFE 22
SECTION 4.8 - DISCONNECTION AND RELOCATION 22
SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE 23
SECTION 4.10 - EMERGENCY REMOVAL OF PLANT 23
SECTION 4.11 - EMERGENCY POWER 23

ARTICLE 5 - PROGRAMMING 24
SECTION 5.1 - BASIC CABLE SERVICE 24
SECTION 5.2 - PROGRAMMING 24
SECTION 5.3 - REMOTE CONTROLS 24
SECTION 5.4 - STEREO TV TRANSMISSIONS 24
SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE 24

ARTICLE 6 - CUSTOMER SERVICE & CONSUMER PROTECTION 25
SECTION 6.1 - CUSTOMER SERVICE 25
SECTION 6.2 - CONSUMER COMPLAINT 25
SECTION 6.3 - SERVICE INTERRUPTIONS 25
SECTION 6.4 - PROTECTION OF SUBSCRIBER PRIVACY 25
SECTION 6.5 - PROPRIETARY INFORMATION 25
SECTION 6.6 - EMPLOYEE IDENTIFICATION CARDS 26
SECTION 6.7 - TERMINATION OF SERVICE 26

ARTICLE 7 - PRICES & CHARGES 28
SECTION 7.1 - PRICES AND CHARGES 28

ARTICLE 8 - REGULATORY OVERSIGHT	29
SECTION 8.1 - INDEMNIFICATION	29
SECTION 8.2 - INSURANCE	29
SECTION 8.3 - PERFORMANCE BOND.....	30
SECTION 8.4 - REPORTS.....	31
SECTION 8.5 - EQUAL EMPLOYMENT OPPORTUNITY	31
SECTION 8.6 - REVOCATION OF FRANCHISE.....	31
SECTION 8.7 - NOTICE AND OPPORTUNITY TO CURE	32
SECTION 8.8 - TRANSFER OR ASSIGNMENT.....	33
SECTION 8.9 - REMOVAL OF SYSTEM	34
SECTION 8.10 - INCORPORATION BY REFERENCE	34
SECTION 8.11- NO THIRD PARTY BENEFICIARIES.....	35
SECTION 8.12 - ANNUAL TOWN REVIEW AND REPORT	35
ARTICLE 9 - MISCELLANEOUS	36
SECTION 9.1 - SEVERABILITY	36
SECTION 9.2 - FORCE MAJEURE	36
SECTION 9.3 - NOTICES	36
SECTION 9.4 - ENTIRE AGREEMENT	37
SECTION 9.5 - CAPTIONS.....	38
SECTION 9.6 - APPLICABILITY OF FRANCHISE	38
SECTION 9.7 - WARRANTIES.....	38
SIGNATURE PAGE	39
EXHIBIT A - COURTESY DROPS TO PUBLIC BUILDINGS ON THE CABLE SYTEM	40
EXHIBIT B - PROGRAMMING.....	41
EXHIBIT C - ANNUAL REPORT.....	42

TOWN OF HENNIKER, NH FRANCHISE

INTRODUCTION

WHEREAS, the Franchising Authority of the Town of Henniker, New Hampshire, pursuant to RSA Chapter 53-C and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the Town of Henniker; and

WHEREAS, On February 6, 2024, the Franchising Authority conducted a public hearing and there has been opportunity for public comment, pursuant to Section 626(a) of the Cable Act to ascertain the future cable-related community needs and interests of Henniker; and

WHEREAS, the Franchising Authority and Comcast mutually agree that this renewal shall replace the previous Franchise Agreement upon execution of both parties.

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Franchise with Franchisee for the construction and operation of a cable system on the terms and conditions set forth herein;

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town of Henniker.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals and other signals or services required by the FCC or the Cable Act.

(b) Cable Act – means the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. § 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Henniker, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or

(d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(f) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(g) Effective Date – means February 6, 2024.

(h) FCC – means the Federal Communications Commission or any successor governmental entity.

(i) Franchising Authority – means the Board of Selectmen of the Town of Henniker, New Hampshire, or the lawful designee thereof.

(j) Franchise – means this Agreement and any amendments or modifications in accordance with the terms herein

(k) Franchisee – means Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise.

(l) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Henniker to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, leased access fees and net advertising (less agency fees) on a pro rata basis and home shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(m) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(n) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(o) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(p) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes or a public school district, for educational or administrative purposes, and shall not include buildings owned by Franchising Authority or a school district but leased to third parties or buildings such as storage facilities at which government or school employees are not regularly stationed.

(q) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Henniker, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Henniker for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes,

amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Signal – mean any transmission which carries Programming from one location to another.

(s) Standard Installation – means the standard three hundred foot (300) aerial Drop connection to the existing distribution system.

(t) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee’s express permission.

(u) Subscriber Network – means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(v) Town – means the Town of Henniker, New Hampshire.

(w) Video Programming or Programming – means the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Comcast of Maine/New Hampshire, Inc., a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Henniker. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Franchise is granted under and in compliance with the Cable Act and RSA Chapter 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on February 6, 2024 and shall expire at midnight on February 5, 2034. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided

Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the Town under RSA 72:23, l(b), Franchisee using or occupying property of the state or of a Town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 8.7 herein, failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 8.7, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 8.6 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, l(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall

have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service substantially available in the Town within 18 months, subject to Section 3.1(c) below, of the start of construction in the Town.

(b) The Franchisee shall make Cable Service available to every residential dwelling unit in the Town in accordance with Section 3.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and MDU access agreements and will comply with applicable State laws and regulations.

(c) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the Town containing twenty (20) dwelling units or more per aerial mile or forty (40) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is within three hundred (300') feet of the Public Way.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than three hundred feet (300') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than three hundred (300') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than three hundred (300') feet from the existing Trunk and Distribution

System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) The Cable Television System shall be further extended to all remaining areas in the Town that do not meet the requirements of Section 3.1(c) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the Town;

* P equals the twenty (20) dwelling units per aerial or forty (40) dwelling units per underground mile of aerial plant; and

* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(f) Any dwelling unit owner located in an area of the Town without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) dwelling units per aerial or forty (40) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 3.1 (d) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days

of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(g) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town.

(h) Notwithstanding the provisions of Section 3.1(c) and (e), the Franchisee shall promptly extend Cable Service to any areas under the jurisdiction of the Franchising Authority upon written request of the Franchising Authority, provided that (a) such extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System; and (b) the Franchise Authority agrees to pay in advance for the total cost of such line extensions, (including cost of material, labor, permits, and easements). Upon completion of the project, the Franchise Authority shall be provided with a full accounting of actual costs incurred by the Franchisee for the purpose of adjusting the final invoice as may be necessary.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.16.01, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System (“EAS”) regulations.

SECTION 3.5 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS

(a) Franchisee shall, within six (6) months of a written request, provide and maintain one (1) Standard aerial Installation Drop, Outlet and Digital Starter Service at no charge to the Town, to each Public Building located along the existing cable route, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions or requirements. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each Outlet prior to requesting that Franchisee install the free service.

The parties agree that Franchisee will provide Digital Starter service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to either (a) deduct the value of those services from franchise fees or (b) invoice the Town for payment, with the value of the services being disclosed to the Town in advance. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so.

- (b) Nothing in this Section shall require Franchisee to install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**.
- (c) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions

of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances in order to verify compliance with the terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall adhere to the applicable performance standard set by the FCC.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time

that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way. In the event that such public or private funds are not available for the project, Franchisee reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) In any area of the Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the Town.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.6 - PLANT MAPS

Upon written request by the Town, Franchisee shall provide to the Town a franchise area map of the Town, which will show those areas in which its facilities exist. Upon written request by the Town, Franchisee shall provide updated franchise area maps annually.

SECTION 4.7 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. § 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit B. Pursuant to federal law, all Video Programming decisions are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's head end in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. § 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

SECTION 6.2 - CONSUMER COMPLAINT

Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints.

SECTION 6.3 - SERVICE INTERRUPTIONS

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will upon request grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

SECTION 6.4 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 6.5 - PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the

Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 6.6 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles which have direct contact with customers shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the Town shall reasonably inform the Town’s Police Department of the general work location within the Town and provide relevant vehicle identification prior to commencing such work.

SECTION 6.7 - TERMINATION OF SERVICE

(a) In the event a Subscriber’s Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating,

Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.

ARTICLE 7

PRICES & CHARGES

SECTION 7.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 8

REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 8.2 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon written request.

SECTION 8.3 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 8.7 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the Town; and
- (v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 8.3(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 8.4 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

SECTION 8.5 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with federal and state law and applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 8.6 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the Town Council, after notice and opportunity to cure pursuant to Section 8.7 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 8.3 (Performance Bond) or to maintain insurance as described in Section 8.2 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Town, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;
- (d) For any transfer or assignment of the Franchise made in violation of Section 8.8 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;

The Town shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:

- (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
- (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 8.7 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that, by nature of the default, such default cannot be cured within such ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided with a reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to Section 8.7(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 8.7(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to Section 8.7(c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 8.7(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 8.8 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days

of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 8.9 - REMOVAL OF SYSTEM

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense.

SECTION 8.10 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will

thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 8.11- NO THIRD PARTY BENEFICIARIES

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

SECTION 8.12 - ANNUAL TOWN REVIEW AND REPORT

(a) At the Town's written request, the Franchisee will attend an annual meeting with the Town Council or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the Town's written request, Franchisee shall submit an annual report in the form attached as Exhibit C.

ARTICLE 9

MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 9.2 - FORCE MAJEURE

If for any reason of Force Majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "Force Majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 9.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Henniker
Attn: Town Administrator
18 Depot Hill Road
Henniker, NH 03242

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: Government Relations
5 Omni Way
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 9.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 9.5 - CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Franchise. Such sections shall not affect the meaning or interpretation of the Franchise.

SECTION 9.6 - APPLICABILITY OF FRANCHISE

All of the provisions in this Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

SECTION 9.7 - WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee:

- (a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;
- (b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;
- (c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of _____, 2024 by the Board of Selectmen of the Town of Henniker, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

TOWN OF HENNIKER, NH

By:

Bill Marko, Selectman

Neal Martin, Selectman

Jeff Morse, Selectman

Kris Blomback, Selectman

Scott Osgood, Selectman

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By:

Anthony M. Bowling, Sr. Vice President
Greater Boston Region

EXHIBIT A

COURTESY DROPS TO PUBLIC BUILDING ON THE CABLE SYSTEM

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge.*

Public Buildings

Address

To be filled in before execution

* and, subject to Section 3.6 supra, any and all new municipal buildings and/or Town public schools that are constructed and/or put into use during the term of this Renewal Franchise.

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children’s Programming;
- Entertainment Programming;
- Local Programming; and
- Weather Programming.

EXHIBIT C
ANNUAL REPORT

TOWN of HENNIKER for _____
(Year)

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 300 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

**COMCAST Franchise Agreement
EXHIBIT A**

COURTESY DROPS TO PUBLIC BUILDING ON THE CABLE SYSTEM

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge.*

Public Buildings

Address

Henniker Community School
Highway Garage
Town Hall
Community Center
Police Department
Fire and Rescue Department

51 Western Ave, Henniker, NH 03242
209 Ramsdell Road Henniker, NH 03242
18 Depot Hill Rd Henniker, NH 03242
57 Main St. Henniker, NH 03242
340 Western Ave. Henniker, NH 03242
216 Maple Street Henniker, NH 03242

DRAFT

* and, subject to Section 3.6 supra, any and all new municipal buildings and/or Town public schools that are constructed and/or put into use during the term of this Renewal Franchise.

NEW BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: Hazard Mitigation Update

INITIATED BY: Diane Kendall, Town Administrator; Central NH Regional Planning Commission (CNHRPC)

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Board to consider Hazard Mitigation Plan (HMP) Update 2025 Letter of Agreement and appoint members to the Hazard Mitigation Committee (HMC)

LEGAL AUTHORITY:

FINANCIAL: \$12,000 – no monetary cost to town. Work is funded by Building Resilient Infrastructure and Communities (BRIC) 2021 Grant provided to CNHRPC by NH Homeland Security and Emergency Management on behalf of FEMA. The town provides non-monetary in-kind match. CNHRPC provides grant administration.

BACKGROUND: The 2019 Hazard Mitigation Plan lapses in December 2024. FEMA requires updates to the HMP every 5 years to ensure communities remain eligible for certain federal disaster and project funding programs.
[Link to the 2019 Hazard Mitigation Plan](#)

The Board of Selectmen will appoint municipal staff members to the HMC. Appointed staff members may designate a department member in their place.

Stakeholder Invitees are an essential group of people to participate, welcomed by the Staff Coordinator and the HMC Members to the planning process for well-rounded expertise and representation of the entire community and surrounding areas.

Meetings will be held remotely during the daytime on Zoom Webinar, but a local in-person hybrid meeting option is recommended.

See attached materials for more explanation of roles, responsibilities, and process.

TOWN ADMINISTRATOR COMMENT: The Town Administrator utilizing administrative staff will serve as the Staff Coordinator for the committee.

SUGGESTED ACTION OR MOTION:

PURPOSE OF THE HAZARD MITIGATION COMMITTEE FOR ESTABLISHMENT (for Board motion)

The purpose of the Hazard Mitigation Committee (HMC) is to oversee the development, update, and implementation of the Town's Hazard Mitigation Plan (HMP) which is approved by the NH Homeland Security and Emergency Management through the authority provided by Federal Emergency Management Agency (FEMA) Region 1. Because the current December 2024 Plan lapses within five years of its approval date and must be maintained by the HMC to ensure the Town remains eligible for

federal mitigation grant funding opportunities, **the Town of Henniker intends to update its HMP with current information to ensure conformity with the latest standards and to receive the updated Plan's new five-year approval.** Hazard Mitigation Plan development is required by FEMA to be a transparent, open public process where community Stakeholder engagement is actively sought and obtained. Town Departments, Boards, Committees will be appointed to the HMC and Community Stakeholders will be identified and invited to participate in the HMP development process.

Motion to Authorize the CNHRPC Letter of Agreement for the Henniker Hazard Mitigation Plan Update 2025 by signature.

Motion to appoint Board of Selectmen, (insert name) to the HMP Committee.

Motion to appoint the following Municipal Appointee positions for HMP Committee.

Emergency Management Director	Stefanie Costello
Town Administrator	Diane Kendall
Fire Chief or Designee	Jim Morse
Police Chief or Designee	Matt French
Health Officer	Greg Aucoin
Building Inspector/Code Enforcement	Bob Garside
Highway Dept Road Agent or Designee	Leo Aucoin
Transfer Station Manager or Designee	Marc Boisvert
Water/ Sewer Department Supervisor or Designee	Jim Donison and Rich Slager
Motion to appoint a volunteer member representative from each of the following committees. Committees to notify the Town Administrator of member name and contact information:	
Energy Committee volunteer	member
Conservation Commission volunteer	member
Parks & Recreation volunteer	member
Planning Board volunteer	member
Board of Selectmen volunteer	TBD
Economic Development Committee volunteer	member

Letter of Agreement

for the

Henniker Hazard Mitigation Plan Update 2025

PURPOSE

The Central NH Regional Planning Commission (CNHRPC) and the Town of Henniker agree to undertake a partnership to update the Henniker Hazard Mitigation Plan 2019 which lapses in December 2024. The Federal Emergency Management Agency (FEMA) requires updates to hazard mitigation plans every 5 years to ensure communities remain eligible for certain federal disaster and project funding programs.

FUNDING AND MATCH

Work on the Henniker Hazard Mitigation Plan 2025 will be funded by a Building Resilient Infrastructure and Communities (BRIC) 2021 grant provided to CNHRPC by NH Homeland Security and Emergency Management (NH HSEM) within the NH Department of Safety (NH DOS) on behalf of FEMA. The BRIC funding is a 75/25 grant with in-kind (non-monetary) Town minimum match value required. **As with previous Plan developments under the older Pre-Disaster Mitigation (PDM) grants, there is zero dollar cost (\$0) to the Town for the Plan's update and CNHRPC will undertake the grant administration.** CNHRPC will receive \$9,000 in payment from NH HSEM for work completed for the Henniker Plan update under a task-based contractual agreement with the NH Department of Safety to complete Hazard Mitigation Plan updates for several regional communities. Henniker will not provide any payment to CNHRPC for this project.

BRIC 2021 Funding for Henniker's Plan Update	\$12,000	100%
Funding to CNHRPC for Plan Update Preparation	\$9,000	75%
Henniker's In-kind Minimum Match (Time Value)	\$3,000	25%

The Town is responsible for attaining the minimum \$3,000 in-kind (non-monetary) match which is fulfilled utilizing the value of Town staff and volunteer time on tasks such as those stated under the TOWN RESPONSIBILITIES section. Staff and volunteers can begin recording and accumulating in-kind match upon signature of this Letter of Agreement. The Town acknowledges the actual in-kind match value provided by Town staff and volunteers can exceed the minimum required match due to the necessary time needed to prepare the Plan update.

TOWN RESPONSIBILITIES

See **EXHIBIT A. Summary of Hazard Mitigation Committee (HMC) Responsibilities**. Town Department and Board or Committee member participation is necessary to complete the Plan update. Responsibilities include attending the Hazard Mitigation Committee (HMC) Meetings and Work Sessions, publicizing the meetings, and providing requested data and information to CNHRPC. The designated Staff Coordinator is responsible for administrative activities and coordination of the Hazard Mitigation Committee members and their input into the Plan. Meeting attendance is tracked on Meeting Match Timesheets by CNHRPC to record in-kind match contribution. Any Town Right-to-Know compliance is met by the Town.



See the **EXHIBIT B. Hazard Mitigation Committee (HMC) Meetings and Update Tasks** for details of the Word and Excel document updates and other activities to be completed by the Hazard Mitigation Committee over the daytime meeting series to update the Plan. A series of work sessions will be held to complete the tasks associated with each of the four main Meetings. Completion of these necessary updates will enable CNHRPC to compile the updated Plan in concurrence with current formatting and content standards. Research, tasks, and administrative support will be recorded by Town participants on the Individual Match Timesheets provided by CNHRPC to track the in-kind value of the match time earned outside of the meetings.

Identifying and engaging potential local and regional Stakeholders for community mitigation activities is an essential and required public participation component of FEMA's Plan review and approval process for Plan approval. The Town will need to provide a list of names and email addresses of potential Stakeholders and public invitees to CNHRPC prior to the first HMC meeting. See **EXHIBIT C. Suggested Hazard Mitigation Committee (HMC) Members and Community Stakeholders** for more information.

CNHRPC RESPONSIBILITIES

See **EXHIBIT A. Summary of Hazard Mitigation Committee (HMC) Responsibilities**. CNHRPC staff will remotely host and attend the daytime HMC meetings using the Zoom Webinar platform on behalf of the HMC. CNHRPC staff will facilitate the meetings using pre-distributed Agendas and meeting materials (via email) for every meeting and work session and will prepare draft updated documents interactively during meetings with information provided by the HMC members and Stakeholders. Staff will communicate the necessary steps to HMC members needed to complete the current set of meeting tasks. Staff will help the Town to participate in hybrid meetings (in-person with Zoom webinar onscreen) or remote-only meetings.

See **EXHIBIT B. Hazard Mitigation Committee (HMC) Meetings and Update Tasks** that indicates some of the draft Word and Excel documents the CNHRPC will develop and transmit, along with Agendas, to HMC members, the EMD, and the Staff Coordinator in preparation for interactive revision during and between the meetings and work sessions. These documents will require complete update by the HMC, so CNHRPC may email them as homework assignments after the meetings. For larger sets of documents, Google Docs or Dropbox can be used to post and transmit files during this Plan update process.

PLAN PROCESS ESTIMATED BENCHMARKS

CNHRPC has obtained Governor and Executive Council approval of the BRIC 2021 grant agreement. The Henniker Plan 2025 update process and in-kind match Timesheet recording can commence upon signing of this Letter of Agreement.

CNHRPC hosts the daytime HMC Zoom Webinar meetings about twice per month for about 10 months with scheduled gaps for new meeting material preparation, data and information (homework assignment) collection from the Town, Plan compilation by CNHRPC, and a Public Information Meeting after the Plan is drafted. This schedule presently estimates HMC meetings from about January to November 2024. FEMA is reviewing and approving all local New Hampshire Hazard Mitigation Plans, plus incorporating the 2023 federal Plan Policy changes add to both the Plan development time and FEMA's review and approval time. The remainder of the Plan update process is obtaining approvals within about 12 months, currently estimated from January 2025 to December 2025.



The timing of estimated benchmarks may vary because of many factors, including: agreement approval dates; CNHRPC preparation and distribution of agendas and meeting materials; how quickly the HMC members and staff can complete the necessary data and information updates reviewed at the meetings and submit the completed Word & Excel documents to CNHRPC prior to the next meeting (see **EXHIBIT B. Hazard Mitigation Committee (HMC) Meetings and Update Tasks**); the time necessary for CNHRPC to compile the documents and the Draft Plan; any extra time needed to hold the Public Information Meeting and Board of Selectmen’s Plan adoption meeting; remote Zoom meeting technological issues. Meetings and work sessions could be postponed, cancelled or rescheduled for any of these example reasons. After the Plan has been drafted, as of this time, with FEMA needing to review and approve Plans, we estimate up to 12 months for the updated Plan’s review, revision, and approval process with FEMA though NH HSEM will be required.

Estimated Henniker Plan update process benchmarks for BRIC 2021 are as follows:

Hazard Mitigation Plan Update Estimated Benchmark Schedule

Benchmark Tasks	Dec 2023	Jan 2024	Feb 2024	Nov 2024	Dec 2024	Jan-Sep 2025	Oct 2025	Nov 2025	Dec 2025
PROJECT BEGINS. Governor and Council approval received	---								
CNHRPC & Town organization	X								
CNHRPC provides publicity & admin documents to Town for Meeting 1		X							
CNHRPC, EMD and Staff Coordinator or Town Administrator hold introductory Zoom meeting to discuss project, admin, outreach & organizational needs		X							
HMC Zoom Meetings Approx. Jan- Nov 2024*	Hold HMC Meeting 1		X						
	Hold HMC Meeting and Work Session Series 1-3 (approx. 15-18 total meetings as needed to update Plan)			X					
	Hold HMC Meeting 4 & Work Session 4 to review Draft Plan 2025				X				
	HMC holds Public Information Meeting at Board of Selectmen Meeting to Present Draft Plan					X			
CNHRPC initially submits Plan to HSEM for APA (conditional approval)					X				
APA received from HSEM/FEMA						X			
HMC presents Plan for Select Board adoption						X			
CNHRPC submits Plan for Formal Approval. Formal Approval received by HSEM & letter from FEMA							X		
CNHRPC provides final approved digital Plan files to Town								X	
PROJECT CONCLUDED. Town begins to implement Mitigation Actions									X
Project acceleration will occur if possible during HMC meeting phase*									

FINAL PRODUCT

CNHRPC will develop digital files of the final approved Hazard Mitigation Plan 2025, updated Maps 1-4, Appendices, and supporting documents and implementation materials in Word, Excel and PDF formats for the Town of Henniker



EXHIBIT A. Summary of Hazard Mitigation Committee (HMC) Responsibilities

<p>Town Responsibilities</p> <p>Each HMC Meeting and Work Session is 2 hours of interactive discussion, roundtable information gathering, consensus activities and decision making.</p> <p>Attendees actively provide required information to CNHRPC at the meetings and/or prior to the next gathering as Homework assignments using the emailed Word & Excel files.</p>	Establish a HMC and designate a daytime Staff Coordinator to work with CNHRPC.
	Coordinate the HMC and invite stakeholder guests to attend and participate in meetings & work sessions; Provide outreach to community groups. Perform administrative tasks such as photocopying meeting materials and take meeting minutes as required under law.
	Publicize meetings on the Town website calendar and Emergency Management pages, notify CNHRPC where posted, and provide participant names and emails to CNHRPC.
	Promote the Hazard Mitigation and Severe Weather Community Survey and HMC meetings for public input.
	Attend the HMC meetings to provide CNHRPC with necessary local data and information to update the Plan.
	Completing the Homework assignments' Word & Excel documents in between meetings and return to CNHRPC to reduce the number of meetings held.
	Provide CNHRPC with requested local data to update the Plan during Meetings and email timely, completed files to CNHRPC prior to the next HMC gathering.
<p>CNHRPC Responsibilities</p> <p>During Meetings and Work Sessions, CNHRPC will open the current document (Word, Excel) onscreen and will facilitate its completion with the HMC, making real-time changes to files.</p> <p>CNHRPC will host and attend HMC Meetings and Work Sessions remotely using Zoom Webinar.</p>	Track time spent on hazard mitigation activities (outside of meetings) on the provided Individual Match Timesheets and submit to CNHRPC quarterly to contribute toward the grant's in-kind match.
	Provide initial public noticing materials to the Town and the online Survey Monkey Hazard Mitigation and Severe Weather Community Survey.
	Prepare meeting agendas and files for HMC to update at meetings and for Homework.
	Host remote daytime Zoom Webinar meetings, take attendance, facilitate meetings.
	Develop Meeting Schedule(s) with HMC input to cover the Plan update process.
	Compile meeting data and returned Homework files from HMC members.
	Research state and federal data to update tables and Plan sections.
	Prepare the local data collection Excel and Word files for the Town to update.
	Update Maps 1-4 with new information from the Town covering the last 5 years.
	Compile the updated Plan (4 weeks after the last Meeting 3 series meeting).
Serve as liaison between the Town and NH HSEM and/or FEMA Region 1 to ensure the updated Plan is developed and approved according to current standards and guidelines.	



EXHIBIT B. Hazard Mitigation Committee (HMC) Meetings and Update Tasks

Generally, HMC Meetings and Work Sessions are held every 2-3 weeks for 10 months to complete tasks below.

After the updated Plan is drafted, the Plan Approval process can take an additional year (per HSEM 11-23).

With the new 2023 FEMA Plan requirements, estimated timeframe for an updated Plan from Start to Finish:

15-18 HMC meetings and up to 24 months for a new 5-Year Hazard Mitigation Plan.

START

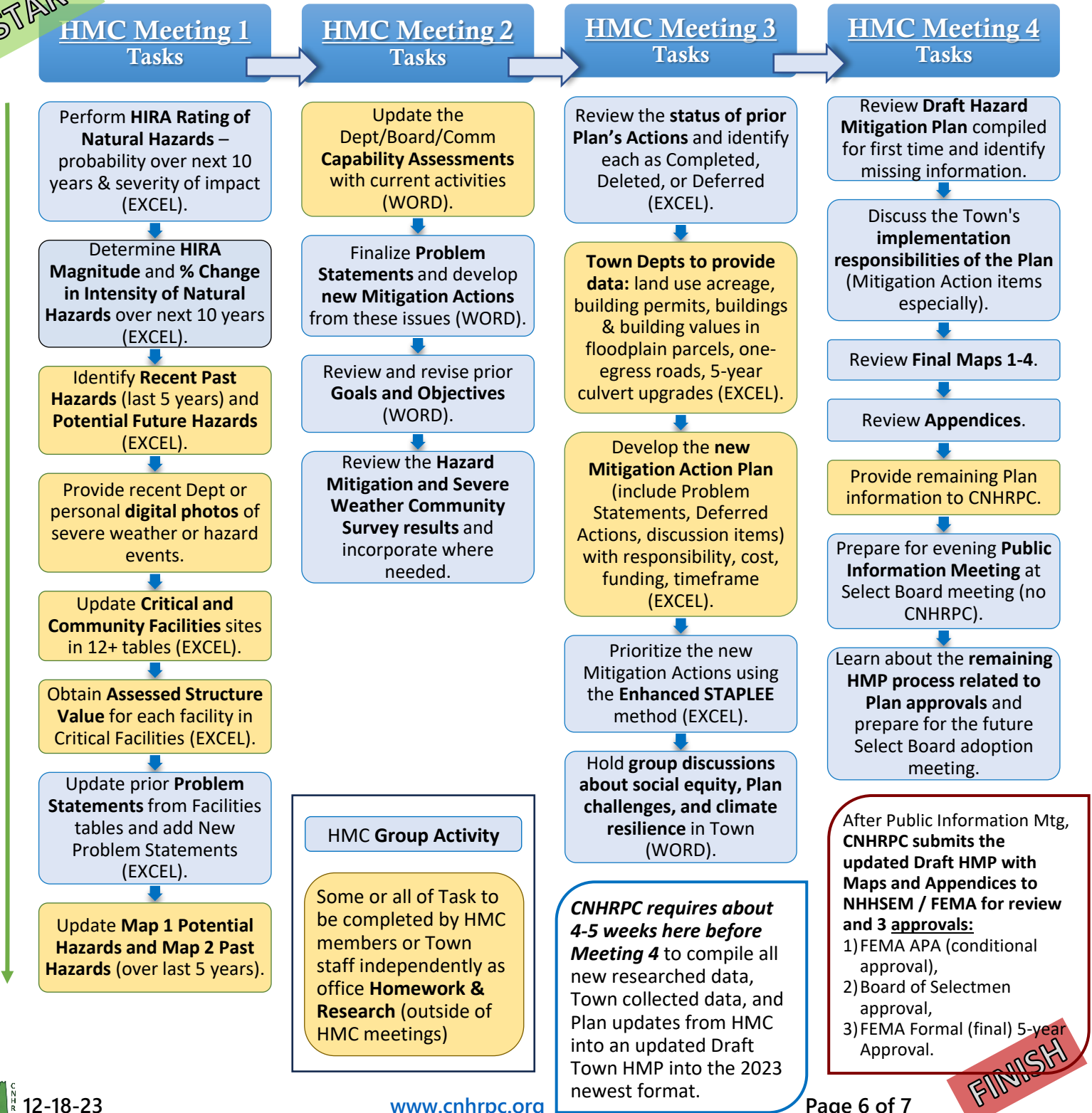


EXHIBIT C. Suggested Hazard Mitigation Committee (HMC) Members and Community Stakeholders

PURPOSE OF THE HAZARD MITIGATION COMMITTEE FOR ESTABLISHMENT (for Board motion)

The purpose of the Hazard Mitigation Committee (HMC) is to oversee the development, update, and implementation of the Town’s Hazard Mitigation Plan (HMP) which is approved by the NH Homeland Security and Emergency Management through the authority provided by Federal Emergency Management Agency (FEMA) Region 1. Because the current December 2024 Plan lapses within five years of its approval date and must be maintained by the HMC to ensure the Town remains eligible for federal mitigation grant funding opportunities, the Town of Henniker intends to update its HMP with current information to ensure conformity with the latest standards and to receive the updated Plan’s new five-year approval. Hazard Mitigation Plan development is required by FEMA to be a transparent, open public process where community Stakeholder engagement is actively sought and obtained. Town Departments, Boards, Committees will be appointed to the HMC and Community Stakeholders will be identified and invited to participate in the HMP development process.

The following **Municipal Appointee** positions should be considered by the Board of Selectmen for HMC membership (revise the list as appropriate). **Community Stakeholder Invitees** are an essential group of people to participate, welcomed by the Staff Coordinator and the HMC Members to the planning process for well-rounded expertise and representation of the entire community and surrounding areas. One person can represent multiple positions. Meetings are held remotely during the daytime on Zoom Webinar, but a local in-person hybrid meeting option is recommended.

SUGGESTED HMC MEMBER MUNICIPAL APPOINTEES AND COMMUNITY STAKEHOLDER INVITEES

Inquire about Town Departmental, Board and Committee interest to serve on the HMC and appoint the individuals. Identify who should be invited to participate as a Stakeholder and reach out to discuss the project. Using the supplied HMC Appointee and Stakeholder Invitee lists, note each agency, person, position, and email address. A group of 10 attending HMC Members plus 10 active Stakeholders representing local, regional & community interests is a solid goal.

SUGGESTED HMC Member Municipal Appointees	SUGGESTED HMC Community Stakeholder Invitees (Town Personal Invitations) to Include:
Emergency Management Director	Town Library representative
Staff Coordinator of Haz Mit Committee	Historical Society Commission member
Town Administrator	Henniker School Board/ School District member
Fire and Rescue Department staff	Neighborhood Association representatives
Police Department staff	Senior / Youth Center representative
Public Works Department staff	US Army Corps of Engineers representative
Planning Department staff	Abutting Community Emergency Management Directors
Building Inspector/Code Enforcement Officer staff	Chamber of Commerce representatives
Transfer Station staff	Populations at Risk representatives
Recreation Department staff	Engaged Citizens
Water/Sewer Department staff	Business Community representatives
Board of Selectmen volunteer	Local & Regional Non-Profit Agency representatives
Planning Board volunteer	NH Homeland Security & Emergency Management Field Representative
Conservation Commission volunteer	Capital Area Public Health Network representative
Energy Committee volunteer	NH State Agency Representative
Economic Development Committee volunteer	Merrimack County or Federal Agency Representatives
Other Municipal Appointees:	Other Stakeholder Invitees:





TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: 2022 Independent Audit Report and Financial Statements

INITIATED BY: Diane Kendall, Town Administrator; Sherry Bradstreet, Finance Director

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Board to members to accept 2022 Independent Auditor's Report and Audited Financial Statements

LEGAL AUTHORITY: [RSA 41:8 Election and Duties](#) and [RSA 41:9 Financial Duties](#)

FINANCIAL: 2023 budgeted funds \$16,000

BACKGROUND: Roberge and Company, P.C. has completed the 2022 Independent Auditors Report and prepared the financial statements. Included in the report is the Management Discussion and Analysis and Communication to Governance.

The 2022 Audit Report is posted on the Town Website on the Finance Page. Link to [2022 Henniker Audit Report](#) and [Communication to Governance](#).

TOWN ADMINISTRATOR COMMENT: Recommends board accept the 2022 Independent Audit and Financial Statements.

SUGGESTED ACTION OR MOTION:

Motion to accept the 2022 Independent Audit and Financial Statements.

CONTINUED BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: March 16, 2024 Town Meeting Location and Production

INITIATED BY: Diane Kendall, Town Administrator

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Town Meeting Location

LEGAL AUTHORITY: RSA 39:1

FINANCIAL: \$500<

BACKGROUND: On January 16th, the Board of Selectmen Town Meeting location options of NEC Putnam Center or Community School. Decision was deferred for input from Supervisors of Checklist and Town Clerk.

TOWN ADMINISTRATOR COMMENT: Community School can provide audio visual recording, set up, support and operations for minimal cost. Town Meeting at Community School may provide fund raising opportunity for students.

TOWN MODERATOR COMMENT: n/a

TOWN CLERK COMMENT: no comment

SUPERVISORS OF CHECKLIST: Supervisor Marko attended a recent event at the Putnam Center offered preference for the Community School location.

OTHER COMMENTS: Selectman Marko attended an event at the Putnam Center and offered preference for the Community School location.

SUGGESTED ACTION OR MOTION:

Motion to hold town meeting at Henniker Community School.



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: ARPA Fund Allocation Highway Traffic Sign

INITIATED BY: Diane Kendall, Town Administrator; Leo Aucoin, Highway Director

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Appropriate additional ARPA funds for Traffic Sign

LEGAL AUTHORITY: [RSA 41:8 Election and Duties](#) and [RSA 41:9 Financial Duties; Purchasing Policy](#)

FINANCIAL: \$19,930

BACKGROUND: See Highway Director Comment

TOWN ADMINISTRATOR COMMENT: Board of Selectmen authorized the prioritization of ARPA funds for the purchase of a digital traffic sign. The Highway Director obtained 3 quotes for the sign. TA recommends Board of Selectmen waive [Purchasing Policy Exception to Bid Process #16 as stated.](#)

HIGHWAY DIRECTOR COMMENT: Highway Department recommends the Board of Selectmen authorize the purchase of an electronic sign board made by Ver-Mac model PCMS 548 sold by Work Safe Traffic Control Ind. for use of all departments. The board is programable remotely, radar equipped with data logger, solar powered. Has unlimited uses from road construction, road closures, help wanted, general announcements, or special events, at the same time monitoring traffic speed. Data Automation allows the sign to be programed with different message displayed for various speed ranges and also saves speed information such as time of day and actual speeds, this information can be accessed from a desktop or app from smart phone in real time.

ARP Funds Request for Electronic Sign Board		
Northeast Traffic Technologies, LLC	Ver-Mac Mini-Size Pro Series Full Matrix Sign, 45" x 80" display panel,	\$19,975
Ver-Mac	Ver-Mac Mini-Size Full Matrix Sign 45" x 80" display panel,	\$21,850
Work-Safe	Model PCMS 548 45" x 80" display panel, 30 x 56 pixels	\$19,930

SUGGESTED ACTION OR MOTION:

Motion to waive Purchasing Policy Exception to Bid Process #16 as strict adherence to the sealed bid process is not in the best interest of the town.

Motion to accept quote from Work-Safe and to expend \$19,930 of remaining local ARPA funds for the purpose of purchasing an electronic sign board made by Ver-Mac model PCMS 548

PCMS-548 TRAILER-MOUNTED MESSAGE SIGN

Ver-Mac's PCMS-548 is a mini full-matrix trailer-mounted portable changeable message sign. It displays 3 lines and 9 characters (8.75 in.) per line by default, with the ability of displaying multiple fonts, lines of text and graphics. This unit comes equipped with our Stealth Technology, NTCIP-compliant* V-Touch Controller, V-Sync Wi-Fi communication and JamLogic® Fleet Management Software.

Cutting-edge technology an energy-efficient design, and high-quality construction are combined to provide the most reliable, cost-effective and safe to operate message sign on the market. The PCMS-548 is perfect for lower speed roadways and urban areas.



PRO SERIES FEATURES

STEALTH TECHNOLOGY

Sealed maintenance-free batteries
Anti-theft hidden battery compartment

V-SYNC WI-FI TECHNOLOGY

Change messages locally using your smartphone
Safely change messages away from traffic.

ROBUST TRAILER DESIGN

Tongue wheel jack for safe and easy set up
Controller located away from the road
Rugged indexed rod mast brake

FULLY-INTEGRATED CELLULAR 4G LTE MODEM

No 3G upgrade needed
10-year fleet cell service
Cell plan for smart work zones (optional)

JAMLOGIC® SOFTWARE

Hourly automated refresh and battery/GPS alerts & reports
Interactive map & list view of all equipment
Project folders to organize equipment
Logs date/time of all activated messages

APPLICATIONS

- City and county (urban areas)
- School zones
- Special events

3 WAYS TO CHANGE A MESSAGE



ON THE SIGN

Using our V-Touch Controller



NEAR THE SIGN

Using our V-SYNC Wi-Fi



REMOTELY

Using JamLogic® Web on your computer, tablet or smartphone

POWER SUPPLY CONFIGURATION

SOLAR PANELS

Provide maximum solar recharging year-round

- Designed to run 12 months in most regions without manual recharging

HIGH-QUALITY CONSTRUCTION

SUPERIOR POWDER COATING FINISH

Impact, humidity, salt spray and rust resistant

4 ADJUSTABLE STABILIZER LEGS

Stabilization and easy transportation

TONGUE WHEEL JACK

Easy, safe trailer set up

MANUAL LIFT MECHANISM

For a quick deployment

RUGGED INDEXED ROD MAST BRAKE

The sign can be positioned at 209° (17° increments)

LOCKABLE PLASTIC BOX

Controller, modem and other components protection

2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE

For easy towing

REMOVABLE TONGUE

Saves space for storage

V-TOUCH CONTROLLER

NTCIP* COMPLIANT

EASY-TO-READ

7-inch (178 mm) color LCD touchscreen display screen

USER-FRIENDLY

One-click icon-based menu items

TIME-SAVING

Create your own library of messages

SIMPLE TO OPERATE

Intuitive point-and-go icons make displaying and editing messages quick and easy to display

ADDITIONAL FUNCTIONALITIES

Scheduling, sign diagnostics, pin-protected security, and much more



Transport position



DISPLAY

- Display panel: 45 x 80 in. (1142 x 2026 mm)
- Full-matrix of 30 x 56 pixels
- 2 LEDs per pixel
- 3 lines of 9 characters per line (5 x 7 default font)
- Up to 3 lines of 13 characters per line (3 x 7 font)
- Plug-and-play display modules for simplified maintenance

DIMENSIONS AND WEIGHT

- Overall length: 133 in. (3367 mm)
- Overall width: 70 in. (1788 mm)
- Traveling height: 91 in. (2308 mm)
- Operating height: 133 in. (3387 mm)
- Weight (approx.): 1260 lb (571 kg)
- Axle/suspension: 2000 lb (909 kg)

OPTIONS

- Battery charger
 - Radar
 - Traffic data (requires radar)
 - Rear leveling swivel jacks
 - Tilt-and-rotate solar panels
- Other options are available to meet your needs.

WARRANTY

- 1 year on complete trailer
- 2 years on electronic components manufactured by Ver-Mac



NORTHEAST
TRAFFIC TECHNOLOGIES, LLC.





January 23, 2024

Attn: Leo

Town of Henniker

Thanks for your interest in our message signs. Below is a quote for two models that should fit your needs. Please review and call me to discuss

- Model PCMS 548
 - 45" x 80" display panel, 30 x 56 pixels
 - 3 x 85 watt solar panels, stealth technology, Jamlogic Refresh & Alerts
 - NTCIP V-Touch Controller with V-Sync WI-FI
 - Manual winch
 - 4G Modem & 10 year cell plan- NON SWZ
 - Internal Battery Charger
 - Tilt and Rotate
 - Color to be white
 - Radar
 - Data automation
 - Delivery \$ 750.00
- \$ 19,930.00

<https://www.ver-mac.com/en/products/series/serie/message-signs/product/portable-changeable-message-signs-pcms/6>

Respectfully Submitted by:

Debra Lee Ricker

800-547-0808



NORTHEAST
TRAFFIC TECHNOLOGIES, LLC.
 P.O. Box 946
 Plymouth, MA 02362
 508-746-4450

Estimate

Date	Due Date	Estimate #
1/23/2024	2/22/2024	1104

Customer Name, Billing Address & Email:
Town of Henniker NH 18 Depot Street Henniker, NH 03242 603-428-7200 roadagent@henniker.org

Customer Shipping Address:
Town of Henniker NH 18 Depot Street Henniker, NH 03242 603-428-7200 roadagent@henniker.org

P.O. No.	Terms	Customer Job / Project #	Rep	Contact Name		
	Net 30		JV	Leo Aucoin		
Item	Description	Qty	Rate	Unit	Total	
Resale Items	PCMS 548 Ver-Mac Mini-Size Pro Series Full Matrix Sign, 45" x 80" display panel, 30 x 56 pixels, 2 LED per pixel, Manual winch lift, 3 X 85 watt solar panels, Stealth Technology, Jamlogic Refresh & Alerts, NTCIP V-Touch Controller with V-Sync WI-FI, 4G Modem & 10 year cell plan	1	14,500.00	Each	14,500.00	
Resale Items	OPT-MS-Stealth Charger - 15 Amp Charger for Stealth Batteries	1	400.00	Each	400.00	
Resale Items	OPT-MS-Tilt & Rotate - Tilt & Rotate Solar Panels	1	550.00	Each	550.00	
Resale Items	OPT-MS-Radar - RADAR, Houston	1	1,650.00	Each	1,650.00	
Resale Items	OPT-SP-Data Automation - Data Automation via Jamlogic	1	650.00	Each	650.00	
Resale Items	OPT-White Paint-Small - Optional White Paint for small trailers	1	725.00	Each	725.00	
Shipping / Fre...	Shipping/ Freight/ Delivery		1,500.00	Lump Sum	1,500.00	
	Sales Tax		6.25%		0.00	

Total \$19,975.00

General Disclosures:

- Quote is valid for 30 days from bid date.
- Certificate of Insurance must be supplied for all rental equipment prior to delivery.
- Rental Items are inclusive of delivery and pickup from job site.
- Delivery is not included for Truck Mounted Attenuators. - TMAs must be picked up and dropped off at Northeast Traffic Technologies facility in Plymouth. Customer will be charged \$6.00 per gallon for vehicles not returned on full tank.

E-mail	Web Site
giaccounting@nettraffic.net	nettrafficttech.com

Signature _____



VER-MAC

Ver-Mac HQ
1781, Bresse street, QC
G2G 2V2, Canada

Ver-Mac USA
3479 Pollok Drive
Conroe, TX, 77303, USA

Quote

Quote date: Jan 23, 2024
Valid Until: Feb 22, 2024
Quote #: VM73594
Subject: Henniker 548

BILL TO: Leo Aucoin / Town of Henniker 18 Depot Hill Road Henniker NH, 03242 USA roadagent@henniker.org	SHIP TO:
---	-----------------

Ver-Mac Sales Rep: Richard Tatkow
Phone: 973-387-5302
E-Mail: richard.tatkow@ver-mac.com

Product Detail	Qty	Pricing	Total
PCMS-548	1	\$ 21,000.00	\$ 21,000.00
Ver-Mac Mini-Size Full Matrix Sign 45" x 80" display panel, 30 x 56 pixels, 2 LED per pixel Manual winch lift 3 X 85 watt solar panels, Stealth Technology, Jamlogic Refresh & Alerts NTCIP V-Touch Controller with V-Sync WI-FI 4G Modem & 10 year cell plan - Non SWZ Tilt & rotate, Charger, Radar, Data Automation, Painted White			
FREIGHT	1	\$ 850.00	\$ 850.00
		Sub-Total	\$ 21,850.00
		Taxes	\$ 0.00
		Total	\$ 21,850.00

Hitch (Choose One): 2" Ball / 2" 5/16 Ball / 3" Pintle / Other _____

Plug (Choose One): 4 pin flat / 7 pin RV style / Other _____

Delivery Type (Choose One): **Dock:** tongues facing door / **Forklift:** tongues facing cab

Delivery Contact Name _____

Phone number: _____

Bill To Email: _____

Additional Notes:

Terms & Conditions

Terms: Net 30 Days

SIGNATURE:

P.O NUMBER:



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 2/6/2024

TITLE: ARPA Fund Allocation Azaela Park Stabilization

INITIATED BY: Susan Adam, Azaela Park Committee

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Azaela Park Committee

AGENDA DESCRIPTION: Appropriate additional ARPA funds for Azaela Park Stabilization

LEGAL AUTHORITY: [RSA 41:9 Financial Duties; Purchasing Policy](#)

FINANCIAL: \$40,641.50

BACKGROUND: See attached original ARPA Fund Request Form for Azaela Park

TOWN ADMINISTRATOR COMMENT: Azaela Park is providing an update on the original request of ARPA Funds. They have obtained a design and permitting services relating to stabilizing a section of bank in Azalea Azaela Park is a town property and the committee is appointed by the Board of Selectmen.

SUGGESTED ACTION OR MOTION:

Motion to prioritize a portion of remaining ARPA Funds up to \$_____ for design and permitting services related to stabilizing a section of bank in Azaela Park on the Contoocook River.

Motion to authorize Azaela Park to solicit bids according to town Procurement Policy

Or

Motion to waive the Procurement Policy under Exceptions to Bid Process #16



25 January 2024

Susan Adams
Chair
Azalea Park/Riverwalk Committee

RE: Azalea Park Bank Stabilization

Ms. Adams:

Streamworks, PLLC (Engineer) is pleased to provide this scope to support the Azalea Park Committee (Client) with design and permitting services relating to stabilizing a section of bank in Azalea Park on the Contoocook River in Henniker, NH. This document details Streamworks' scope and cost estimate for providing these services.

The project aims to stabilize the stream bank to the east end of the park adjacent to steps leading into the water and a rope swing hanging from a tree. The bank here is at the outer side of a bend in the river and sees plenty of pedestrian traffic. Largely due to use, approximately 40 feet of bank is mostly bare at this location, consisting of unconsolidated sandy soils, and the bank has eroded back several feet over the past 5+ years. The plan is to stabilize the bank in its current form, not to extend it out into the water to its previous extent, using natural, self-sustaining materials, and to direct traffic away from the location of active bank erosion. This scope encompasses engineering design to permit-level plans and preparing/submitting the required permits.

Scope of Services

Engineer will provide Client the following services as part of this Agreement:

- Engineering Design – This task will encompass all efforts required to bring the design from conceptual options through to permit-ready plans. This includes preliminary coordination with project stakeholders and regulatory agents to ensure project goals satisfy the client and the design adheres to all applicable levels of regulation. The ability to collect data and the relevant/applicable permits will have large impacts on the level of effort required to complete the project as well as the project timeline. Limited calculations are planned to complete the designs, anticipating that detailed hydrology, hydraulics, and shear stresses along the bank will not be necessary to appropriately design a solution for the site; a solution using natural materials and vegetation to mimic natural conditions and promote the ability to be self-sustaining.
- Permitting – Two permits are anticipated for the project: Wetlands and Shoreland. The Contoocook River is a Designated River and as such may be subject to more stringent regulations. Appropriate regulatory agents will be engaged early in the process to ensure the project is classified correctly and that it adheres to the conditions of each permit. It is anticipated that the project will be classified as a Minimum or Minor Impact Wetland Permit and a Permit by Notification Shoreland Permit. The associated budget in this document was built around meeting these specific permits. Discussions with regulators will promote these specific permits early in the process and will further inform the efforts for completing a design. Impact classifications other than those anticipated may greatly influence the scope of work and may force an amendment to this agreement.
- Project Management – This includes all supporting efforts required to coordinate and manage the project not covered as part of Engineering Design or Permitting. These may include: meetings and meeting preparation, calls, project accounting, coordination with stakeholders and regulators, grant opportunities (not grant applications), and/or outreach.



This Scope of Services is predicated on the following assumptions:

- The Scope of Services is for engineering design up to permit-level plans and to prepare two permit applications – for Wetlands and Shoreland.
- It is assumed that the project will fall under a Minimum Impact Wetland Permit and Permit by Notification for the Shoreland Permit. This is Streamworks' assumption at this time: engaging regulators early in the process will define the specific permit types. If neither are possible, the amount of work required may increase greatly and an amended scope will be necessary.
- Minimal Hydrology and Hydraulic calculations will be necessary and no such modeling is presented. Designs will primarily be based on water surface elevations.
- Few stability calculations will be performed (sediment transport, shear stresses), instead relying on observations of stable streambank sections nearby. The project limit assumes bank stabilization for the bank in its current form.
- Plan sets and design deliverables assume: one set of conceptual options; one set of preliminary plans; one set of permit-level plans.
- All meetings will be held virtually except one initial site visit with project partners, one site visit with regulators and stakeholders, and one visit to collect data.

Compensation

The compensation for the Scope of Services will be a **Lump Sum fee of \$40,641.50**.

Additional services requested beyond those documented herein can be negotiated via an amendment to this contract. In addition, an amendment to this contract will be required should any of the assumptions documented in the Scope of Services not be realized during the course of the project and result in an increase in effort to deliver the documented Scope of Services.

Effort and Expense Summary

Task	Labor	Expenses
Task 1 – Engineering Design	\$ 16,820.00	\$ 500.50
Task 2 – Permitting	\$ 14,120.00	\$ 400.00
Task 3 – Project Management	\$ 8600.00	\$ 201.00
Subtotal	\$ 39,540.00	\$ 1101.50
Total	\$ 40,641.50	

Schedule

Engineer will provide project deliverables upon a mutually agreeable timeline. Currently, we anticipate approximately four months following execution of Agreement and the project kickoff meeting: two months for engineering design, and two months for the preparation of the permits. This schedule depends heavily on the ability to collect data over the proposed timeline; the manner in which the project will be regulated (the impact classification of each permit); and the responsiveness of project stakeholders and regulators.



Summary and Execution

Streamworks, PLLC is excited to support the Azalea Park Committee with this important bank stabilization project. Should you have any questions on any element of this document, please feel free to contact me. Otherwise, if you find this proposal acceptable, please sign and execute this agreement in the space below and return one copy.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Ballester', written over a light blue horizontal line.

Tom Ballester, PE | Principal
tballester@streamworkspllc.com | (603) 767-4975
45 Evans Rd
Madbury NH, 03823

Agreement Accepted and Approved:

Signature: _____

Name (Printed): _____

Title: _____

Company: _____

Date: _____

Town of Henniker

AMERICAN RESCUE PLAN (ARPA) FUNDING PROPOSAL

This form is a tool to provide the Selectboard a quick easy to read analysis of department, board, or committee requests for use of Henniker American Rescue Plan funding (ARPA). Please complete this form to request funding for a project, purchase, or capital improvement. Requests will be evaluated by the Selectboard. Prioritization criteria may include need, urgency, public safety, greatest public interest, other available funding.

1. Department/Committee: **Azalea Park Riverwalk Volunteers**
2. Person Requesting: **Susan Adams**
3. Project or Item: **Azalea Park Streambank Stabilization**
4. Is the Project already appropriated in operating budget or capital improvement plan? **No**
5. Funding Requested: (Identify funding amount, multiyear components and any annual carrying costs): **Estimated amount is \$25,000 to \$75,000 depending on stabilization concept chosen. Tom Bellestero* would be the point person for recommendation.**
6. Description of Purchase or Project (Describe the project clearly & succinctly): **Azalea Park has been a popular outdoor area. The destruction to the streambank from losing a section of the fence years ago has caused further destabilization of the streambank. This is extremely hazardous to anyone walking through Azalea Park. The past Azalea Park Committee broke-up because of the continuous neglect by the Town to fix this problem along with other initiatives they proposed to benefit the Henniker Community. A few remaining volunteers are once again putting this proposal and concern to the attention of the Town of Henniker and the Selectboard. This proposal fits perfectly with the ARPA funding. *Please see attachments of possible concepts.***
7. Benefits Related to COVID-19 Response, or Recovery: **During Covid-19 there was an increase use of Azalea Park providing outdoor activities such as walking, picnicking and as a gathering spot for Henniker and New Hampshire citizens which has continued to this day. The Streambank Stabilization is necessary for this to continue to be an asset as promoted by the Town of Henniker and local businesses for the community.**
8. Implementation Details (Briefly describe how this project will be implemented, and if any potential barriers exist): **Please see attachments for Azalea Park Streambank Stabilization Concepts. A concept would need to be chosen, quoted and then implemented by the contractor. There are Federal, State and local permits necessary for any of these concepts as well as potential impact fees.**
9. Supplemental Information (Note if attached): **Attached is the "Azalea Park Streambank Stabilization Concepts."**

***Thomas Ballestero, Assoc. Professor, Director, UNH Stormwater Center,
Civil and Environmental Engineering, Ocean Engineering
Email: Tom.Ballestero@unh.edu
Phone: (603) 862-1405**

Thank you for your time and consideration.

Azalea Park Streambank Stabilization Concepts

Tom Ballestero

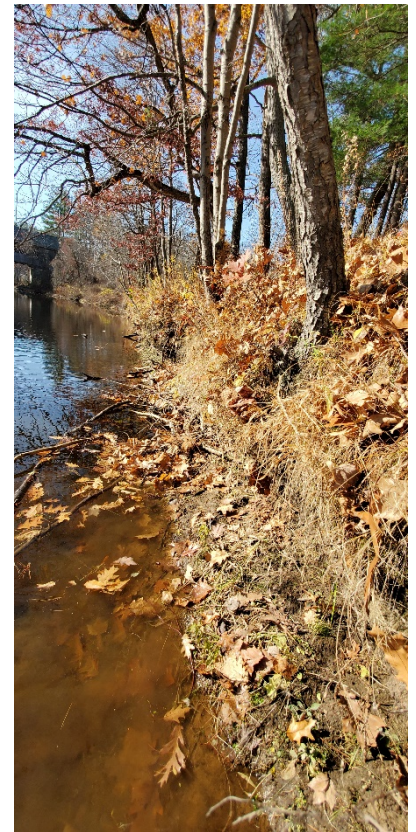
13 January 2021

Existing Bank at Rope Swing



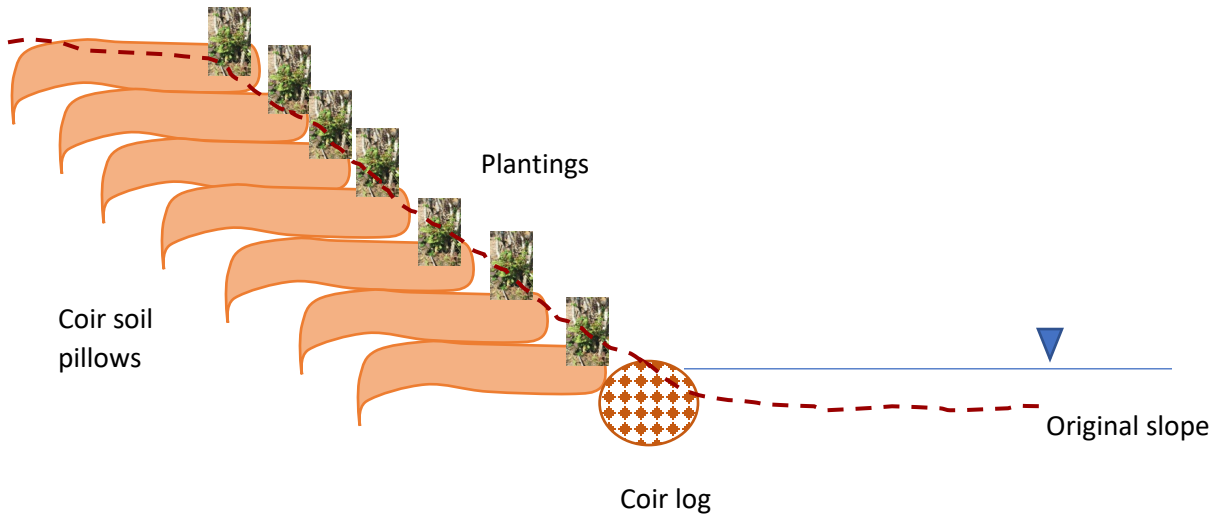
The existing site is heavily used for recreation and sport. The ease of access and the heavy use prohibits good vegetative cover which then results in easy soil erodibility, as depicted above. Compare the slope characteristics in the figure above to the figure to the right: without vegetation and the higher erosion rate, the unvegetated slope is flatter than where there is good vegetative cover and little to no foot traffic. In the second figure, the bank slope is nearly vertical, exemplifying the role plant roots play in bank and soil stabilization, aside for the ecosystem benefits provided by vegetation. There is active erosion at the toe of the vegetated bank, which is due to the larger issue of channel alignment and geomorphology. This toe erosion also exists at the steps but is masked by the foot traffic and accelerated soil erosion there.

On the following pages are some stabilization concepts for the streambank in the immediate vicinity of the concrete steps. For all concepts, the steps are assumed to remain. In addition, for all concepts, continue fence line to the steps and plant shrubbery on streamside of fence along top of bank. It is important to limit access to the bank.

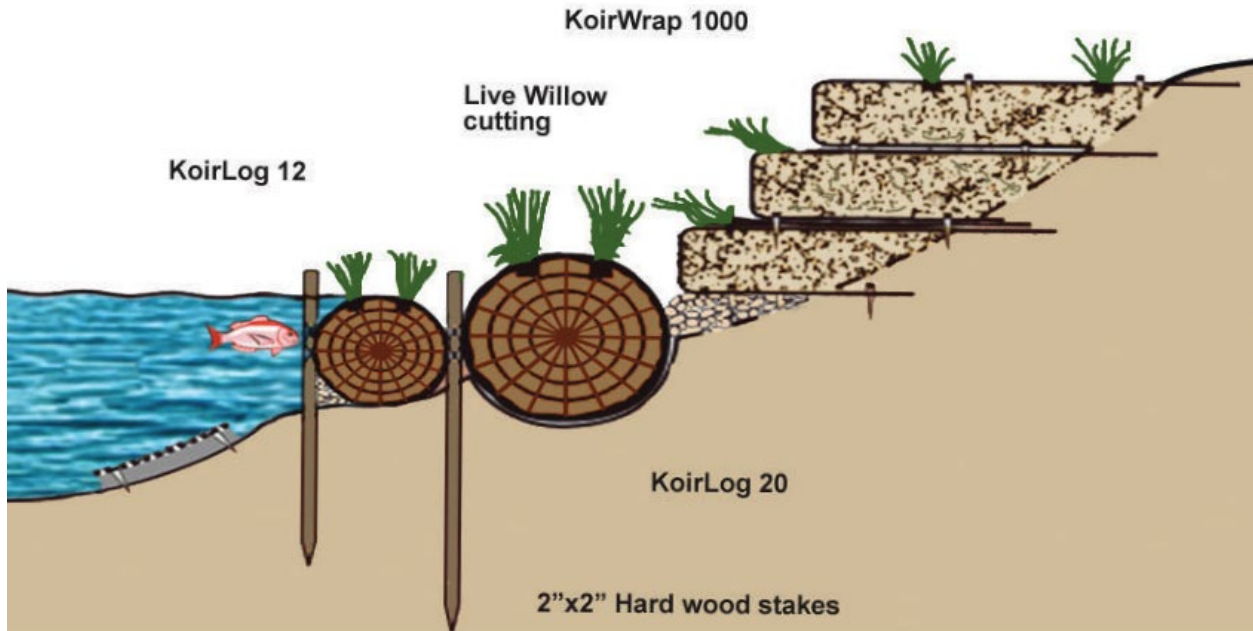


There are federal, state, and local permits necessary for any of these concepts as well as potential impact fees. In general, the more “hardened” streambanks, the higher the impact fee.

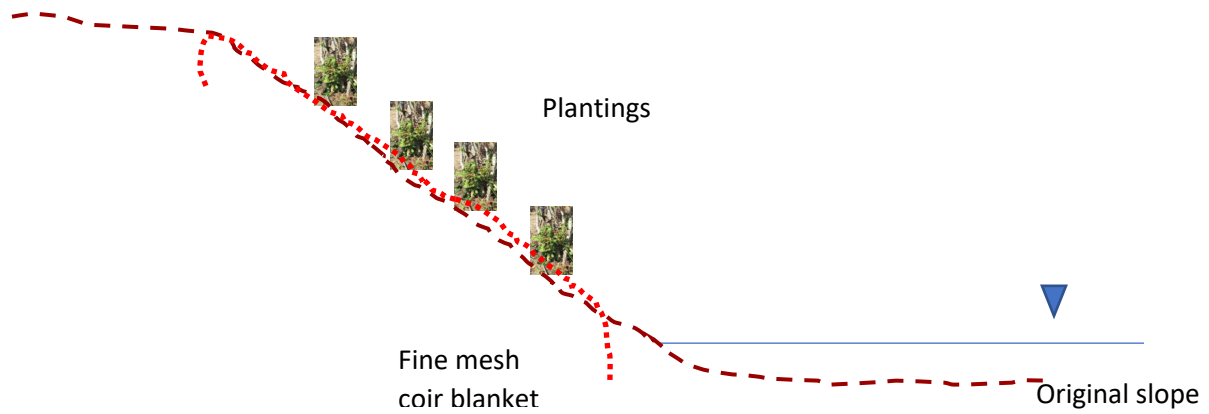
1. Planted soil pillows



Excavate back slope, stake coir log along water's edge, lay down fine mesh coir blanket, cover blanket with 12 – 18 in. of excavated material, then wrap fill with blanket, staking blanket ends together on landward side. Continue adding soil pillows in stepwise fashion to match existing slope up to elevation of existing path. Plant soil pillows with bankside vegetation that would inhibit foot traffic (speckled alder, red osier dogwood). Another view of system is below.

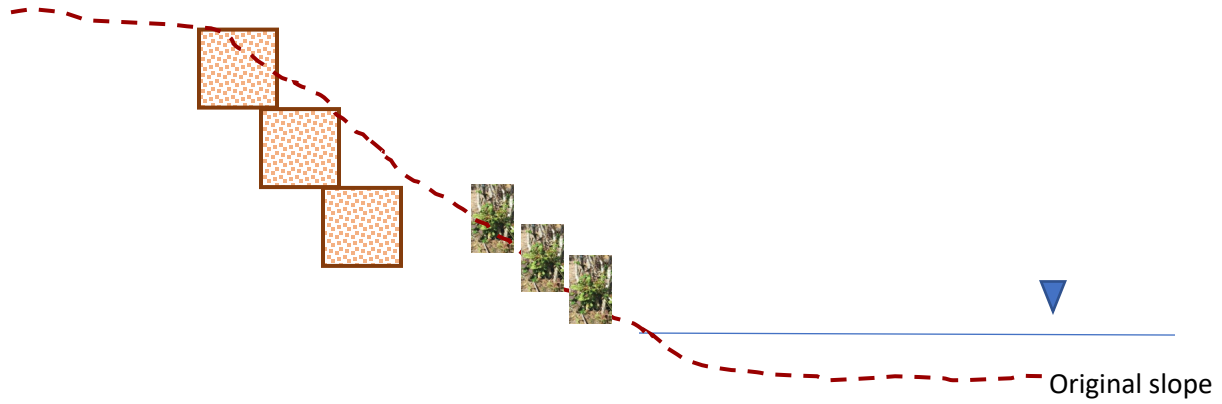


2. Seeded and planted slope



Excavate key trenches at upper and lower extent of coir blanket, scarify slope, broadcast seed mixes (wildflower, sedges, grasses, forbs) rake in seeds, lightly compact, cover with coir blanket, fill key trenches, stake blanket with wooden stakes, plant live stake or bushes.

3. Architectural concrete blocks



Excavate bank, place blocks. Lowest row of blocks is buried and serves as a foundation. Upper two rows of blocks could serve as public seating/viewing. Plant with bankside vegetation that would inhibit foot traffic (speckled alder, red osier dogwood).

PAST MEETING MINUTES

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



**Town of Henniker
Board of Selectmen Meeting
Tuesday, January 16, 2024 6:15 PM
Henniker Community Center**

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

Member's Excused:

Town Administrator: Diane Kendall

Recording Secretary: Hank Bernstein

Guests: See attached Sign-In Sheet

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Chairman Kris Blomback opened the meeting with recitation of the Pledge of Allegiance and called the meeting to order at 6:15pm.

ANNOUNCEMENTS

The Budget and Bond Hearings originally scheduled for February 6th has been changed to February 13th 6:30 PM.

NONPUBLIC

The Nonpublic listed as **Item #1** was cancelled.

CONSENT AGENDA

Selectman Marko motioned to approve the Consent Agenda January 16, 2024, seconded by Selectman Morse. The motion passed, unanimously.

PUBLIC COMMENT #1

No public comment.

APPOINTMENTS WITH THE BOARD

• **Item # 3 Ramsdell Road Residents**

The Board received complaints from residents of Ramsdell Rd about increased ski traffic and speed. **Chairman Blomback recused himself.**

Susan Adams, of Ramsdell Rd, spoke about the increase in traffic and how it affects people walking dogs and pushing strollers on the road. Ms. Adams believes this traffic comes from skiers going to Pats Peak and New England College students. She shared that residents of Ramsdell Rd have met with the Road Management Committee and have called the Police Department but have seen no relief.

Trudy Racine, of Ramsdell Rd, also spoke about the traffic increase and the excessive speeds on Ramsdell Rd.

Allison Mrohs, of Ramsdell Rd, asked about increasing signage options.

Kris Blomback, General Manager of Pats Peak, spoke on the winter aspects of the discussion and remarked NHDOT restrictions prevent them from adding more signage to direct travelers to Rt. 114. The Pats Peak website encourages visitors to take 202 and 114.

Discussion ensued. Vice-chairman Marko asked if the town could seek help from state representatives and county commissioners for assistance with Rt 202 signage.

Vice-chairman Marko moved to direct the Police Chief to call a meeting of the Highway Safety Committee as soon as possible and address this issue; Selectman Osgood seconded. Motion carried 4-0-1. The Board asked the TA to draft a letter to county commissioners and local legislators requesting assistance with Route 202 signage.

Chairman Blomback returned to the Board.

• **Item #4 Capital Improvement Program Committee Presentation**

Selectman Marko presented the 2024 Capital Improvement Plan (CIP) Report. A copy of the 2024 CIP Report can be viewed at Town Hall or on the CIP page of the Henniker website or via this link [2024 Capital Improvement Committee Report](#).

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

Selectman Martin moved to accept the CIP Report as presented, seconded by Selectman Morse. Motion carried unanimously.

• **Item #5 Budget Advisory Presentation**

Lori Marko, representing the Budget Advisory Committee, presented the findings of the Budget Advisory Committee. They recommend a Cost-of-Living Adjustment (COLA) of 1.5% for employees making over \$60,000 and 2% for employees that make less than \$60,000. They also recommend removing merit increases in future. Ms. Marko shared that the committee would like to look further into the library’s request for the addition of a full time employee and increasing hours. The Budget Advisory Committee would like to investigate electrical and fuel co-ops and investigate potential savings there. They would also like to investigate the possibility of having the college increase their security and take stress off the Police Department.

NEW BUSINESS

• **Item #6 Selectmen Coverage for Presidential Primary Election**

Cordell Johnston, Town Moderator, informed the Board that there should be at least three Board members present at the Presidential Primary. Mr. Johnston also noted that he can appoint a pro tem in their place if necessary.

The Selectmen schedule is as follows:

The Board will have a pro tem to cover the gap of 7am to 10am.

Chairman Blomback	10am – 2pm
Vice-Chairman Marko	7am – 4pm
Selectman Martin	5pm – 7pm
Selectman Morse	4pm – 7pm
Selectman Osgood	7am – 7pm

• **Item #7 Town Meeting Location and Production**

TA Kendall explained NEC offered the Putnam Center for annual Town Meeting with fees staff and production to be around \$1,500. The last few years the town meeting has been held at the Community School utilizing outside professional projection, sound, and video services for a cost of \$6,500. Discussion ensued regarding video services and the board consensus is that video recording is not necessary.

Lori Marko, Supervisors of the Checklist member, expressed concern Town Meeting has been held at Henniker Community School for many years and it may be too close to town meeting to change the location and adequately notify voters of the change. She also wanted to make sure there would be enough room for voter check-in and easy access for ballot voting. TA Kendall will arrange a tour of the Putnam Center for the Clerk, Town Moderator, and Supervisors of the Checklist.

Selectmen will make decision at the next meeting.

• **Item #8 Fire Pond Construction Management Application**

TA Kendall gave background of the Fire Pond project. In June 2022 the Selectboard reaffirmed a decision to authorize an easement agreement for the pond. In February 2023 the Selectboard authorized \$81,000 of remaining ARPA funding for the construction of the pond. Easement agreements were secured and filed in March 2023. KV Partner is currently under contract to provide professional engineering and permitting services for the project and secured permitting November 29, 2023. KVPartners has prepared a proposal for professional services to prepare bid documents, provide construction observation and administration for the project in the amount of \$3,900. Kendall explained, the technicalities of the project require skilled and competent design proposal specifications and oversight. Since KVPartners is already familiar with this project and provided engineering for several other wetland related projects for the town, she recommends authorization of the quote. KV partners also provided a new project construction estimate of \$91,000 which is \$10,000 more than the previous estimate. TA Kendall requested an additional allocation of \$13,900 of ARPA funds allocated to the project for a total of \$94,900 in ARPA funds. Discussion ensued. The Board discussed the solicitation of potential for donations towards the project from business that in the vicinity of the Fire Pond.

Selectman Marko moved to appropriate \$13,900 of remaining local ARPA funds for professional engineering services for bid documents and construction observation, administration and construction for the Fire Pond Project Tax Map 9, Lot 549 FX for a total of \$94,900 local ARPA funds allocated to the Fire Pond Project; Selectman Morse seconded. Motion carried unanimously.

Selectman Marko moved to give the TA authority to enter into the agreement with KV Partners, seconded by Selectman Martin. Motion carried unanimously.

DRAFT

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Chairman Blomback moved to task the TA with reaching out to the Fire Department about finding channels and conduits to seek donation, seconded by Selectman Marko. Motion carried unanimously.

CONTINUED BUSINESS

- **Item #9 ARPA Fund Priority**

Finance Director Sherry Bradstreet explained ARPA funds shall be obligated by the end of 2024 and liquidated by the end of 2026.

The Board discussed the security system at the Police Station. **Selectman Martin moved to take the Police security system upgrades to an RFP and allow the Police Chief to move forward with the bid process; Selectman Marko seconded. Motion carried unanimously.**

The Board discussed the use of a public safety digital sign. The Highway Department currently rents a digital sign. **Selectman Martin moved to have the public safety digital sign as a priority on the ARPA funds and give the Highway Superintendent the ability to put out for RFPs; Selectman Marko seconded. Motion carried unanimously.**

The Board discussed electrical upgrades at Academy Hall. TA Kendall noted that this request is small and maintaining the electrical system is in the best interest of the town. **Chairman Blomback moved to proceed with the electrical upgrades for Academy Hall, provided that the work preserve building's character; Selectman Osgood seconded. Motion carried unanimously.**

The Board discussed replacement of the streetlights. Selectman Marko noted that the Energy Committee has discussed this item. Allison Mrohs, of the Henniker Beautification Alliance, shared that they have also discussed the streetlights. Chairman Blomback speculated if this project could qualify for other funding such as Safe Routes to School. **Chairman Blomback moved to have the Energy Committee work with the Henniker Beautification Alliance and NEC on the refurbishment of the sidewalks and lighting from the Edna Dean Procter Bridge to Town Hall with a focus on highlighting the crosswalks and increasing safety; Selectman Marko seconded. Motion carried unanimously.**

- **Item #10 2024 Budget**

This draft of the budget can be found in the agenda package or via this link:

https://www.henniker.org/sites/g/files/vyhlf5391/f/agendas/01.16.24_bos_meeting_budget_package.pdf

Discussion ensued. No decisions were made.

- **Item #11 Solar PILOT**

TA Kendall shared that Andrew Keller of NH Solar Garden inquired about a counteroffer. The Board did not provide a counteroffer.

PAST MEETING MINUTES

- **Item #12 Board of Selectmen/Budget Advisory Committee Meeting Minutes November 18, 2023, 8:30a.m.**

Selectman Marko moved to approve these minutes, seconded by Selectman Martin. Motion carried unanimously.

- **Item #13 Board of Selectmen Meeting Minutes January 2, 2024, 6:15pm**

Selectman Marko moved to approve these minutes, seconded by Selectman Morse. Motion carried 4-0-1.

Selectman Martin abstained.

COMMUNICATIONS

- **Item #14 Department Reports**

No remarks from the board

- **Item #15 Town Administrator Report**

TA Kendall reported:

- The Communication Tower is operational for the Highway Department with more operations on the way.
- The Comcast Cable agreement is up for renewal.

DRAFT

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- The Public safety special detail rates need to be revisited and will require a public hearing.
- Conservation Commission is requesting to put forth a warrant to raise and appropriate \$100,000 to hire a Lake Management Consulting Firm to study conditions and provide design solutions to reduce external and internal phosphate loading in French and Keyser Ponds and to mitigate recurring Cyanobacteria algae blooms in these ponds and to authorize the issuance of \$100,000 of bonds or notes. The warrant article will require a hearing for borrowing.
- White Birch Center, in Henniker, NH, announced they signed an agreement to purchase the building and property at 116 Main Street home to Quilted Threads and has offered the Henniker Food Pantry a permanent home in the new facility. While not committed, they hope to provide a space for the Town of Henniker Human Services Director too.
- TA Kendall thanked the Highway and Parks & Properties Departments for their hard work during the recent storm.
- **Item #16 Correspondence – Letters and Notices**
 - No remarks from the board
- **Item #17 Selectmen Reports**
 - Chairman Blomback reported attending the Concert Committee meeting and stated the Police Facility Assessment Committee will resume meetings in the coming week.
 - Selectman Marko reported on the Planning Board and Energy Committee.
 - Selectman Martin had nothing to report.
 - Selectman Morse had nothing to report.
 - Selectman Osgood reported on the Conservation Commission.

PUBLIC COMMENT #2

No public comment.

ADJOURNMENT

Chairman Blomback moved to adjourn at 9:15 PM, seconded by Selectman Morse. The motion passed unanimously.

Respectfully submitted,

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: January 16, 2024

PLEASE PRINT

Name

Address

Sherry Badstreet

Finance Director

Lori Marko

Budget Advisory

Susan Adams

Ramsdell Rd.

Trudy Racine

Ramsdell Rd.

Alison

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Alison Mrohs

10 Ramsdell Rd.

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PETER FLYNN

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Jamod Gleason

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Luhe Reynard

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TOWN ADMINISTRATOR REPORT