

BOS AGENDA





TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN & SEWER COMMISSIONERS
AGENDA

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

Tuesday June 6, 2023
6:15 PM

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

- 1) The Board of Selectmen and Town Clerk-Tax Collector are pleased to announce the hiring of Jean Scott for the full-time position of Deputy Town Clerk-Tax Collector. Jean is expected to begin work on June 20th.

IV. CONSENT AGENDA

- 2) [Consent Agenda June 6, 2023](#)

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) [Mike Tardiff, CNHRPC – Background on Route 202 & Old Concord Rd Intersection](#)
- 4) [Frank Chen, Way Investments - 566 Western Avenue Sewer Abatement Request](#)
- 5) [Nathan Chartier – Permission to Upgrade Portions of Mink Hill Road \(Class VI Road\)](#)

VII. PUBLIC HEARING

- 6) [Walter & Catherine Pollard - Discretionary Preservation Easement Renewal Application](#)

VIII. CONTINUED BUSINESS

IX. NEW BUSINESS

- 7) [Leo Aucoin – Highway Department 2023 Flanders Rd Culvert Rehabilitation & Crack Sealing Bid Award Requests](#)
- 8) [Marc Boisvert – Transfer Station 2023 Foundation Wall Repair Bid Award Request](#)

X. TABLED BUSINESS

- Chapter 16 Special Event Permits and Notification Requirements – 1st reading
- Policies
 - III.1, III.3, III.5, III.7, IV.5 and

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

XI. PAST MEETING MINUTES

- 1) Acceptance of Board of Selectmen non-public session meeting minutes 6:00 p.m. May 16, 2023
- 2) Motion to unseal the non-public minutes of May 16, 2023
- 3) [Acceptance of Board of Selectmen meeting minutes May 16, 2023](#)

XII. COMMUNICATIONS

- 4) [Town Administrator Report](#)
- 5) [Correspondence - Letters and Notices](#)
- 6) Selectmen Reports

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

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

XV. ADJOURNMENT

XVI. UPCOMING DATES 2023

- June 7, 2023 – Henniker Community School Board Meeting @ 6:15 p.m.
- June 7, 2023 – Conservation Commission Meeting @ 7:00 p.m.
- June 14, 2023 – John Stark Regional High School Board Retreat @ 3:00 p.m.
- June 14, 2023 – Planning Board Meeting @ 6:00 p.m.
- June 14, 2023 – John Stark Regional High School Board Meeting @ 6:30 p.m.
- June 19, 2023 – Budget Advisory Committee Meeting @ 4:30 p.m.
- June 19, 2023 – Energy Committee Meeting @ 5:30 p.m.
- June 19, 2023 – Police Facility Assessment Committee Meeting @ 6:00 p.m.
- June 19, 2023 – Henniker Youth Athletic Committee Meeting @ 7:00 p.m.
- June 20, 2023 – Cogswell Spring Water Works Meeting @ 4:00 p.m.
- June 20, 2023 – Board of Selectmen Meeting @ 6:15 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



TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA

Tuesday, June 6, 2023

Consent Agenda

- Item 1:** Accounts Payable Check Register – May 24, 2023
- Item 2:** Payroll Check Register – May 24, 2023
- Item 3:** Lease Agreement – Soccer Fields
- Item 4:** Payroll Check Register – May 31, 2023
- Item 5:** Accounts Payable Check Register – May 31, 2023
- Item 6:** Employee Status Change – Finance Department

Board of Selectmen Approval:


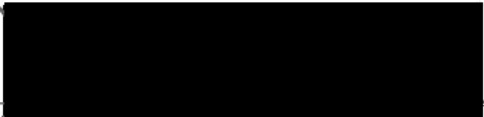

_____	_____
_____	_____

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

TOWN OF HENNIKER
ACCOUNTS PAYABLE CHECK REGISTER
DATE: MAY 24, 2023

TOTAL: \$37,633.01




BOARD OF SELECTMEN APPROVAL

Kris Blomback	Date
Scott Osgood	Date
Bill Marko	Date
Neal Martin	Date
	5-25-23
Jeff Morse	Recuse myself from Date DHS 1300 Rent Voucher
 Town Administrator	5/24/23 Date
 Treasurer	5/24/23 Date

TOWN OF HENNIKER
PAYROLL CHECK REGISTER
DATE: MAY 24, 2023

TOTAL: \$55,032.91



BOARD OF SELECTMEN APPROVAL

Kris Blomback	Date
Scott Osgood	Date
Bill Marko	Date
Neal Martin	Date
	5-25-23
Jeff Morse	Date
	5/24/23
Town Administrator	Date
	5/24/23
Treasurer	Date

**TOWN OF HENNIKER
ACCOUNTS PAYABLE CHECK REGISTER
DATE: MAY 31, 2023**

TOTAL: \$20,934.47

BOARD OF SELECTMEN APPROVAL

Kris Blomback	Date
Scott Osgood	Date
Bill Marko	Date
Neal Martin	Date
Jeff Morse	Date
 Town Administrator	5/31/23 Date
 Treasurer	5-31-23 Date

TOWN OF HENNIKER
PAYROLL CHECK REGISTER
DATE: MAY 31, 2023

TOTAL: \$53,715.89

BOARD OF SELECTMEN APPROVAL

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

[Redacted Signature]

5/30/23

Date

[Redacted Signature]

5-31-23

Date

Treasurer

**TOWN OF HENNIKER
ACCOUNTS PAYABLE CHECK REGISTER
DATE: JUNE 7, 2023**

TOTAL: \$716,009.16

BOARD OF SELECTMEN APPROVAL

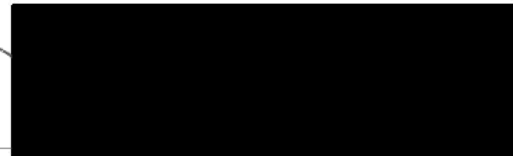
Kris Blomback **Date**

Scott Osgood **Date**

Bill Marko **Date**

Neal Martin **Date**

Jeff Morse **Date**

1 

Town Administrator **Date**

Treasurer **Date**



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Consent Agenda STAFF REPORT

DATE: 6/6/2023
TITLE: Lease Agreement Soccer Fields
INITIATED BY: Diane Kendall, Town Administrator and Marshall Connor
PREPARED BY: Diane Kendall, Town Administrator
PRESENTED BY: Consent Agenda

AGENDA DESCRIPTION: Request renewal of agreement for town to lease real estate located on the Old Concord Road, a/ka Main Street Lot 237-B as described in Exhibit A.

LEGAL AUTHORITY: RSA 72:23, I(b) requires a municipality to provide for the payment of property taxes when executing an agreement to lease municipal property.

FINANCIAL DETAILS: \$4,000 per year plus yearly real estate taxes (2022 assessed value \$53,500)

BACKGROUND: The property owners seek to renew the lease agreement for land described in the Lease Agreement Exhibit A to be used by the town for youth athletic programs. The town included the lease/tax expense in the 2023 budget 4520-742 Athletic – Soccer Expenses.

TOWN ADMINISTRATOR COMMENT: N/A

SUGGESTED ACTIONS / MOTIONS:

By consent agenda, the Henniker Board of Selectmen agree to authorize the Chair, Kris Blomback to execute the Lease Agreement for athletic fields on lot 237-B effective May 25, 2023 to May 24, 2033.

NAME	SIGNATURE AND DATE
Kris Blomback, Selectboard Chairman	
Bill Marko, Member	
Scott Osgood, Member	
Neal Martin, Member	
Jeff Morse, Member	



Soccer Fields

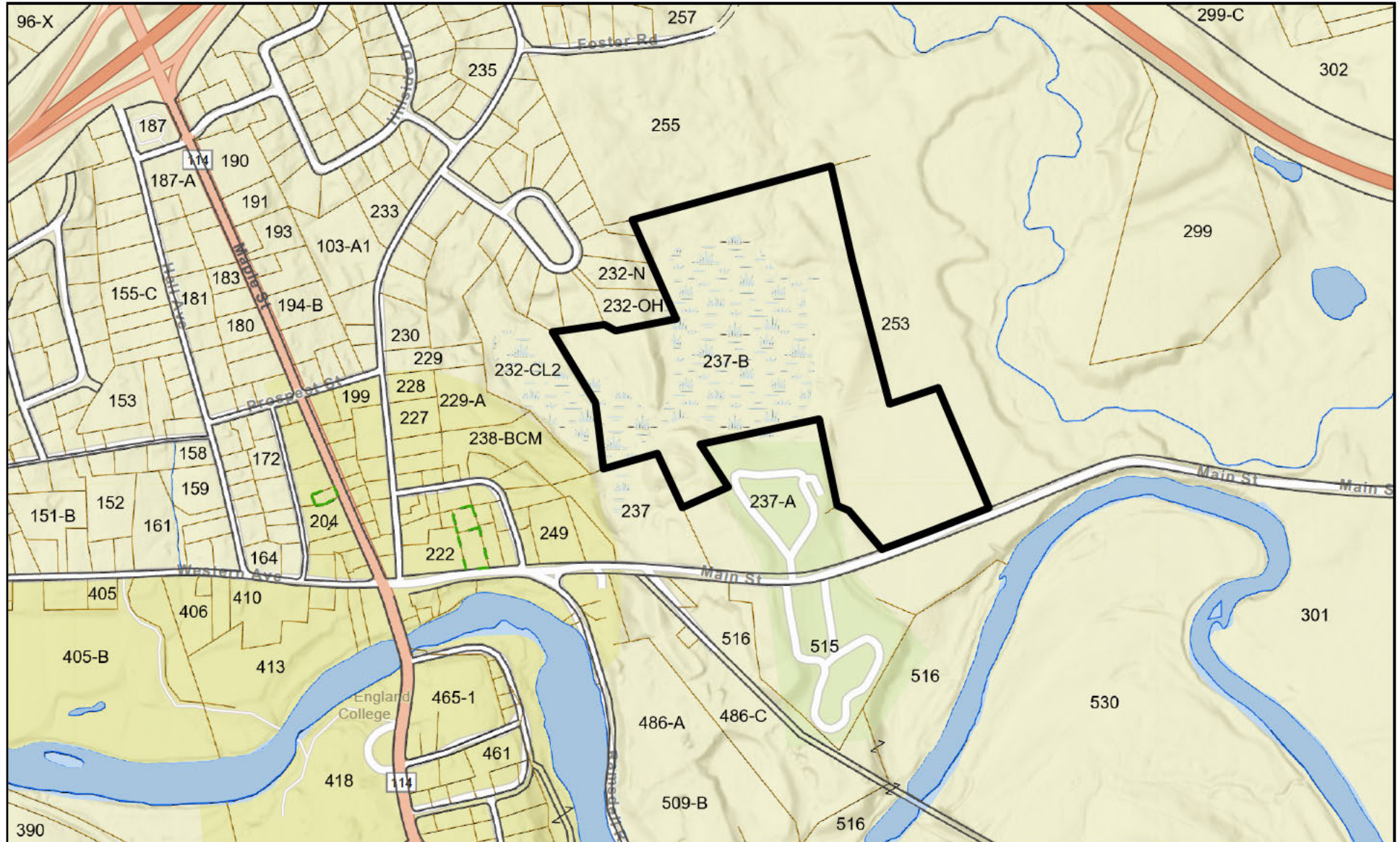
Town of Henniker, NH

1 inch = 752 Feet



May 30, 2023

www.cai-tech.com



The data on this map has been compiled from a variety of sources granted voluntarily by private owners and official sources and is not to be considered legal location of property boundary lines. The Town of Henniker assumes no responsibility for the accuracy of individual parcels.

LEASE AGREEMENT

THIS LEASE executed this _____ day of _____, 2023, by and between Marshall Connor, _____ and Brenda Connor, _____, _____ (hereinafter referred to as the "Landlord"), and the Town of Henniker (hereinafter referred to as the "Tenant").

WITNESSETH:

ARTICLE I

Premises

Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, subject to the terms and provisions of this lease, unimproved real estate located on the Old Concord Road, a/k/a Main Street, in Henniker, New Hampshire. The premises being leased constitute a portion of the land owned by Landlord depicted on Map Two of the Henniker Tax Maps, at lot 237-B and are more particularly described in Exhibit "A" attached hereto. The portion of lot 237-B leased to Tenant under the terms of this lease, as set forth in "Exhibit "A," is hereinafter referred to as the "premises."

ARTICLE II

Term of Lease

Unless terminated by the parties, the term of this lease shall be for a ten year period commencing May 25, 2023 and ending May 24, 2033. If the Landlord decides to lease the property after May 25, 2023, Tenant shall have the right of first refusal on the 2033 lease provided Tenant agrees to pay the rental fee requested by the Landlord. Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or sufficient funds are otherwise unavailable by any cause whatsoever in any fiscal period for the payments due under this contract, the tenant shall immediately notify the Landlord of that event and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made. In the event of such termination Tenant agrees to pay liquidated damages of \$5,000 to compensate the Landlord.

ARTICLE III

Rent

Tenant covenants and agrees to pay to Landlord during the term hereof fixed rent of four thousand dollars (\$4,000.00) per year, in addition to the payment of all real estate taxes levied by the Town of Henniker upon Lot 237-B on Henniker Tax Map 2, which includes the lease Premises (including assessments for betterments or improvements and including any penalties and interest for late payment thereof caused by Tenant's failure to make timely or complete payment of said taxes) for all tax periods wholly or partially included in the term of this lease. The fixed rental payment shall be paid annually within 15 days of the effective date of the foregoing lease. All rental tax payments shall be made promptly when the bill therefore is submitted by Landlord to Tenant.

Tenant may, at its expense and in its own name and behalf or in the name and behalf of the Landlord, in good faith contest or request abatement of any such taxes or assessments and, in the

event of any such contest, Landlord at the expense of the Tenant will cooperate fully with the Tenant in any such contest.

ARTICLE IV Insurance and Indemnity

4.1 Insurance Required. Throughout the term hereof, the Tenant shall keep the Premises continuously insured against such risks as are customarily insured against with Premises of like size and type used for similar purposes paying all premiums in respect thereto, including but not necessarily limited to, premiums to maintain minimum insurance set forth below:

- (a) Insurance to the extent of One Million dollars (\$1,000,000) per accident against liability for bodily injury, including death resulting therefrom, and to the extent of Five Hundred Thousand Dollars (\$500,000) per accident against liability for damage to property including loss of use thereof, incurring on or any way related to the Premises or any part thereof. In the event that inflation, in the Landlord's opinion, requires the aforesaid limits to be increased during the term hereof, Landlord reserves the right to increase said limits to the level of the amounts customarily carried on Premises of like size, type, and use.
- (b) Tenant agrees to name Landlord as additional insureds upon said insurance policy with respect to any and all claims, which may arise out of or relate to the use of the leased Premises.

4.2 Indemnity. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's activity, work or things, done or permitted by Tenant in or about the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this lease, or arising from any negligence of the Landlord, Tenant, or any of the Tenant's agents, contractors, volunteers or employees, and from and against all costs, attorney's fees expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought against Landlord by reason of any such claim and, Tenant, upon notice from Landlord, shall defend any such claim at Tenant's expense.

ARTICLE V Use of Premises, Etc.

5.1 Use of Premises. The Tenant shall have the right to use the Premises for recreational purposes.

5.2 Improvements. Any improvements made to the Premises for Tenant's activities shall be at the sole expense of the Tenant. Tenant is prohibited from removing topsoil, fill, gravel, and any other materials from the Premises. Tenant may not add gravel, stone, or any other materials to construct a road or pathways upon the Premises. Tenant is also prohibited from erecting any structure upon the Premises without the prior written permission of both the Landlord and the U.S. Government Army Core of Engineers.

ARTICLE VI
Damage Clause

6.1 If the premises shall be damaged, in whole or in part, by flood or casualty or action of public authority in consequence thereof:

- (a) Then this lease may be terminated at the election of Tenant or its legal representatives, any such election to be made by written notice given to the Landlord within thirty (30) days after such damage or destruction occurs, and if any such election is made, this lease shall terminate in accordance therewith as of the date of such damage or destruction.

6.2 In the event of any damage or destruction, and this lease is not to terminate as aforesaid, Landlord shall have no liability to undertake repairs or restoration.

In the event that this lease shall be terminated at the election of the Tenant, in accordance with the foregoing provisions of this Article, the term of this lease shall cease and come to an end as of the date of such damage or destruction, with the same force and effect as if such date had originally been set forth as the expiration of the term hereof, and any rental payments in advance shall be promptly refunded by the Landlord to the Tenant.

ARTICLE VII
Remedies

7.1 Tenant's Default. It is covenanted and agreed that:

- (a) If the Tenant shall neglect or fail to pay the rent or other charges payable hereunder and such default shall continue for a period of fifteen (15) days; or
- (b) If the Tenant shall neglect or fail to perform or observe any of the other covenants, terms, provisions or conditions on its part to be performed or observed and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant, except that if such default cannot be cured with the exercise of all due diligence within said period, then said period of thirty (30) days shall be extended for such period (not to exceed sixty (60) additional days) as shall be required if Tenant has commenced forthwith and prosecutes the curing of the same with all due diligence; the Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of its former estate, and expel the Tenant and those claiming through or under it and remove it or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry, as aforesaid, this lease shall terminate; and the Tenant covenants and agrees, notwithstanding any entry or re-entry by the Landlord, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of

this lease, become due if this lease had not been terminated or if the Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant in whole or in part for a period less than the remainder of the term, and for the whole thereof, but in the event the Premises be relet by the Landlord (and Landlord shall be obligated to use all reasonable efforts to secure a replacement tenant), the Tenant shall be entitled to credit in the net amount of rent received by the Landlord in reletting after deduction of all expenses reasonably incurred in reletting the Premises.

7.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease or now or hereafter existing and shall be in addition to every other remedy given under this lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Landlord to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

7.3 Agreement to Pay Attorney's Fees and Expenses. In the event the Tenant should be default under any of the provisions of this lease and the Landlord should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Tenant herein contained, the Tenant agrees that it will on demand therefore pay to the Landlord, as additional rent hereunder, the reasonable fees of such attorneys and such other expenses so incurred by the Landlord.

7.4 Landlord's Default. If the Landlord shall fail to cure any materials default of Landlord of which it has been notified by Tenant in writing, within the time reasonably required to cure such default, Tenant shall have the right to terminate this lease, which right shall be in addition to any and all other remedies available to it.

ARTICLE VIII Assignment and Subletting

8.1 Assignment and Subleasing. This lease may not be assigned in whole or in part, for security or otherwise.

8.2 Sale or Mortgaging of Premises by Lessor. The Landlord may mortgage the Premises, and may assign its interest in and pledge any moneys receivable under this lease. It is further expressly understood and agreed that this lease shall be subject and subordinate to any mortgage now upon the Premises and any mortgage hereafter placed upon the Premises provided that the proposed mortgagee agrees in writing with lessee or adequate provision is made in such mortgage, that, regardless of any default or breach under said mortgage or of any possession or sale of the whole or any part of the Premises under or through such mortgage, that this lease and Tenant's possession and all of Tenant's rights hereunder (including without limitation Tenant's right to purchase the Premises) shall not be disturbed by the mortgagee or any other party claiming under or through such mortgage and Landlord's obligations hereunder shall continue to be performed or

observed, provided, however, that Tenant shall continue to observe and perform Tenant's obligations under this lease and pay rent to whosoever may be lawfully entitled to same from time to time. Tenant hereby agrees to execute, if same is required, any and all instruments in writing which may be required by Landlord to subordinate Tenant's rights acquired by this lease to the lien of any such mortgage, all of aforesaid. Tenant also agrees to make such reasonable changes in this lease as may be required by any such mortgagee, provided the same do not increase Tenant's financial or other obligations hereunder nor reduce or deprive Tenant of any of its rights hereunder nor otherwise materially adversely affect Tenant.

ARTICLE IX
Miscellaneous Provisions

9.1 Headings. The article, section headings, and subheadings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

9.2 Succession. Except as otherwise set forth herein, all of the terms and provisions of this lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and permitted successors and permitted assigns of the respective parties hereto.

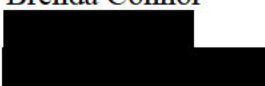
9.3 Exhibits. Each exhibit attached to this lease shall be incorporated into and be a part of this lease. If any exhibit referred to in this lease shall not be attached hereto at the time of execution of this lease, or if any such exhibit shall be incomplete, such exhibit may be later attached or completed by mutual consent of the parties evidenced by their respective initialing of such exhibits, and such exhibit shall, as later attached or completed, for all purposes be deemed a part of this lease as if attached hereto or completed at the time of execution hereof.

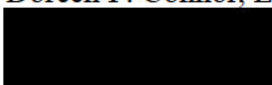
9.4 Severability. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than to those to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

9.5 Governing Law. This lease shall be governed exclusively by the laws of the State of New Hampshire as the same exists as of the date of this lease.

9.6 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed delivered upon mailing by certified or registered mail, postage prepaid, return receipt requested.

If to Landlord: Marshall Connor


 Brenda Connor


with a copy to: Doreen F. Connor, Esq.


If to Tenant: Town of Henniker
18 Depot Hill Road
Henniker, NH 03242

9.7 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

9.8 Amendments, Changes and Modifications. This lease may be amended, changed, modified, altered or terminated only with the written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease all as of the date first above written.

WITNESS:

LANDLORD:

By: _____
Marshall Connor

By: _____
Brenda Connor

TENANT:

By: _____
Kris Blomback, Selectmen Chairman

STATE OF NEW HAMPSHIRE
MERRIMACK, SS.

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Marshall Connor and Brenda Connor, who acknowledged themselves and executed the foregoing instrument for the purposes therein contained.

Before me,

Justice of the Peace / Notary Public

MERRIMACK, SS.

On this _____ day of _____, 2023, before me, the undersigned officer, personally appeared Kris Blomback, who acknowledged himself to be the duly authorized representative of the Town of Henniker and executed the foregoing instrument for the purposes therein contained.

Before me,

Justice of the Peace / Notary Public

EXHIBIT A
DESCRIPTION OF DEMISED PREMISES

The premises being leased are a portion of the parcel owned by Marshall and Brenda Connor identified on the Henniker tax maps as Lot 237-B, Map 2 on the Old Concord Road in Henniker, NH. The premises being leased are bounded on one side by the existing soccer fields used by the Henniker Youth Soccer organization on the Old Concord Road, depicted on town Tax Map 2, Lots 252 and 253 on land owned by the US Government and managed by the US Corps of Engineers. The premises being leased extend 110 yards from the boundary line of the existing Henniker Youth Soccer fields on the US government land (Tax Map 2, Lot 252-253) westerly toward the Henniker Cemetery on the Old Concord Road, Henniker, NH. The 110 yard ends of the rectangular lot being leased (the premises) are bound by two stone walls, one of which abuts the Old Concord Road in Henniker, NH and the second of which borders the back of the leased property near an existing tree line.



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Consent Agenda STAFF REPORT

DATE: 6/6/2023
TITLE: Employee Status Change – Finance Department
INITIATED BY: Diane Kendall, Town Administrator
PREPARED BY: Diane Kendall, Town Administrator
PRESENTED BY: Consent Agenda

AGENDA DESCRIPTION: Request to authorize planned employee status change upon the retirement of the Finance Director.

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

FINANCIAL DETAILS: No increase to budget. The outgoing director's salary is \$2,112.40/week. Suggested compensation for replacement \$1,662.40/week a net decrease of gross wage \$450/week.

BACKGROUND: Ms. Bradstreet was hired with the expectation and subsequent training for the retirement succession planning of the current director. Ms. Bradstreet has demonstrated competency and eagerness to accept the role. The employment status of the Finance Director position is over-time exempt weekly salary based upon a minimum 40 weekly hours of service. The gross compensation adjustment for the employee status change is +\$171.20/week. It is likely to assume that the employee will at times be expected to work some hours over 40 and the employee will have a much greater area of responsibility as director. The suggested adjustment is adequate, within the budget and consistent with the market.

TOWN ADMINISTRATOR COMMENT: Recommends status change and wage adjustment.

SUGGESTED ACTIONS / MOTIONS:

By consent agenda, the Henniker Board of Selectmen agree to authorize the employment status change of Sherry Bradstreet to the Finance Director overtime exempt position effective June 1, 2023, and compensation adjustment to Grade 30 Step 5 \$1,662.40 per week.

Endorse attached Employment Status Change Form

Town of Henniker

NEW HIRE OR **EMPLOYEE STATUS CHANGE** - V011023

EMPLOYEE PROFILE

Employee Name: Sherry Bradstreet Department - Deputy Finance Director
Position: Deputy Finance Director
Employee Number: _____ Status: Part-Time FT-Hourly FT-Exempt
Circle one
Hire Date: 08/08/2022 Date Change Effective Start Date: Pay Date 06/07/2023

EMPLOYMENT CHANGES

New Hire: Job Title: _____ Department: _____
Rehire: Job Title: _____ Department: _____
Temporary: Start Date: _____ End Date: _____ Department: _____
Status: From: Non-Exempt To: Exempt Other: _____
Termination: Date: _____ Effective: _____

CLASSIFICATION OR OTHER PAYROLL CHANGES

<u>Change</u>	<u>Old Information</u>	<u>New Information</u>
Promotion: <input checked="" type="checkbox"/>	Title/Dept: <u>Deputy Finance Director</u>	Title/Dept: <u>Finance Director</u>
Demotion: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Title: <input type="checkbox"/>	Title/Dept: _____	Title/Dept: _____
Pay Rate/ Salary: <input checked="" type="checkbox"/>	Hour/Week: <u>\$37.28</u>	Hour/Week: <u>\$1,662.40/week</u>
Other Status: <input type="checkbox"/>	Status: _____	Status: _____

Other Changes, Explanation, Conditions:

VERIFICATION OF CHANGES

Selectboard Approval:

Kris Blomback

Bill Marko

D. Scott Osgood

Neal Martin

Jeff Morse

Town Administrator: _____ Date: _____

Department Head: _____ Date: _____

Employee Signature: _____ Date: _____

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: 6/6/2023

TITLE: CNHRPC Rt. 202/Old Concord Rd. Intersection

INITIATED BY: Michael Tardiff, Executive Director CNHRPC and Planning Department

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Michael Tardiff, Executive Director CNHRPC and Planning Department

AGENDA DESCRIPTION: Overview of project history and current status

LEGAL AUTHORITY: n/a

FINANCIAL DETAILS: n/a

BACKGROUND: The town is a member of [Central NH Regional Planning Commission](#) (CNHRPC) to access a variety of land use, environmental, transportation, economic development, municipal management, and other planning services. CNHRPC has been working with NHDOT to develop strategies to improve safety at the Rt. 202/Old Concord Rd. intersection. Mr. Tardiff will provide the project background to the public and Board of Selectmen.

TOWN ADMINISTRATOR COMMENT: n/a

SUGGESTED ACTIONS / MOTIONS: n/a



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT – To Sewer Commissioners

DATE: 6/6/2023

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

INITIATED BY: Frank Chen – Way Investments, Inc.

PREPARED BY: Helga Winn – Executive Assistant

PRESENTED BY: Frank Chen – Way Investments, Inc.

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

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

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

BACKGROUND: Sewer customers are billed twice a year. Billing is based on the metered water system for base water usage of 17,000 gallons/per cycle (34,000 gallons/per year) at \$240.00 per billing cycle (\$480/year) PLUS .02cents/per gallon over 17,000 gallons/per billing cycle.

Mr. Chen's property at 566 Western Ave is a mobile home trailer park. Mr. Chen discovered a water leak in 2022. Mr. Chen worked with the Cogswell Water Department and determined the leak was in the park system and not the Cogswell system. The park system has been completely replaced as of April 25, 2023.

While the leak was active, there was no evidence of any pooling of water or flooding. Therefore, we assume the at least some of the sewage travelled to the pump station and treatment plant. Because this sewer system is not metered, the amount of sewage to the WWTP from the property 566 Western Ave cannot be determined.

In February 2023, Mr. Chen (Way Investment) applied for abatement in the amount of \$13,152.40 of the November 7, 2022 bill total \$16,111.48 and 810,574 total gallons sewer. Mr. Chen estimated the actual sewage for the period to be 152,954 gallons. **On March 2, 2023, the Sewer Commissioners (Board of Selectmen) agreed to abate 340,806 gallons equal to \$6,816.12 of the 2022 Sewer Bill 2 of 2, resulting in a net billing of amount of \$9, 295.36.** See attached spreadsheet and billing history.

As of the attached letter dated May 5, 2023, Mr. Chen is requesting full abatement of \$13,152.40 of the 2022 Sewer Bill 2 of 2. (\$6,336.28 = \$13,152.40 - \$6,816.12).

Mr. Chen is also seeking an abatement in the amount of \$20,194.60 of the most current sewer bill dated April 27, 2023, of \$23,138.74 and 1,161,937 total gallons. Based on the abatement formula used for 11/7/2022 sewer bill, the recommendation of abatement for the April 27, 2023 bill is **692,169 gallons \$13,843.38 resulting in a net bill of \$9,295.36.**

TOWN ADMINISTRATOR COMMENT: N/A

SUGGESTED ACTIONS / MOTIONS: Move to abate \$13,843.38 of the current sewer bill dated April 27, 2023, for 566 Western Avenue, account number 1902S resulting in a net billing amount of \$9,295.36.

June 6, 2023

Sewer Abatement

To the Collector of Taxes.

By vote of the Sewer Commissioners upon application of:

Way Investments, LLC

Acct. Number/Location: 1902S / 566 Western Avenue (8 trailer mobile home park)

We have abated the amount of: \$_____

Leak at mobile home park. Supporting documentation attached.

Per Order:

Henniker Waste Water Commissioners

Sewer Commissioners

Re: Review of 1902W Abatement Request

This is certainly a moving target to determine an abatement amount. Based on the letter, they have not found all of the leaks yet, so the only way to proceed would be to compare the usage to the previous billing and adjust to that as a usage level until they fix all of the leaks. The gallons invoiced in May 2022 was 469768, which works out to 2581 gallons per day.

It would appear that the water being leaked is not making it to the wastewater plant. A review of electricity usage of the western avenue pump station shows flat or declining usage during the billing period of 4/1/22-10/1/2022 cycle.

The water department indicates a leakage estimate of 3.09 gallons per minute. $3.09 * 60 * 24 = 4449.6$ per day, x 182 billing days = 809827. The gallons billed in October were 810,574. I am thinking that the 3.09 gpm is all of the usage including the park usage as the tenants do have water and the gallons billed are almost a perfect match.

Summary:

10/2022 Way was invoiced for 810574 gallons. Gallons invoiced in the May 2022 period 469768. I am recommending an abatement of 340,806 gallons at the overage rate of .02 for a refund of \$6,816.12.

The previous invoice was \$16,111.48 less this abatement of 6816.12 will reflect a net billing of \$9295.36

Russell Roy

Finance Director

3/2/2023

Way Investment Abatement

Billing Date	Base Usage		Over Base Usage	Total Usage Gallons	Over Base	Actual Billing Amount	Abatement Requested	Abatement Granted	Suggested Abatement	Net Billing After Abatement
	Gallons	Base Billing			Billing (.02/gal)					
11/7/2022	17,000	\$ 240.00	793,574	810,574	\$ 15,871.48	\$ 16,111.48	\$ 13,152.40	\$ 6,816.12		\$ 9,295.36
4/27/2023	17,000	\$ 240.00	1,144,937	1,161,937	\$ 22,898.74	\$ 23,138.74	\$ 20,194.60		\$ 13,843.38	\$ 9,295.36
						\$ 39,250.22	\$ 33,347.00			\$ 18,590.72

Way Investment Calculation

Billing Date	Base Usage		Over Base Usage	Total Usage Gallons	Over Base	Billing Amount	Abatement Requested	Net Billing After Abatement
	Gallons	Base Billing			Billing (.02/gal)			
11/7/2022	17,000	\$ 240.00	135,954	152,954	2,719.08	\$ 2,959.08	\$ 13,152.40	
4/27/2023	17,000	\$ 240.00	135,207	152,207	2,704.14	\$ 2,944.14	\$ 20,194.60	
						\$ 5,903.22	\$ 33,347.00	\$ 5,903.22

Finance Department Abatement Formula

11/7/2022	After known leak	810,574		
4/26/2022	Before known leak	469,768		
Gallons to abate		340,806	\$ 0.02	\$ 6,816.12
4/27/2023	After known leak	1,161,937		
4/26/2022	Before known leak	469,768		
Gallons to abate		692,169	\$ 0.02	\$ 13,843.38

Gallons Per Billing Cycle Calculations Comparison

	Way 11/7/2022	Way 4/27/2023	Henniker 4/26/2022
Gallons	747.00	747.00	2,581.00
Days	182.00	181.00	182.0101
	135,954	135,207	469,768

Received by
TOWN OF HENNIKER

MAY 08 2023

SELECTMEN'S OFFICE

Way Investments, LLC
844 Massachusetts Ave
Lexington, MA 02420

Tel: (617) 594 9512; Fax: (781) 860 0198; Email: frankchen136@gmail.com

May 05, 2023

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

Dear Henniker Sewer Commissioner,

After months of troubleshooting with the water department, we completely replaced the water system at 566 Western Ave mobile home trailer park. As of April 25, 2023, the new water system is up and running. As you can see from the attached graph, the water usage dropped from around average of 12,481.55 gallons per day (4/4/23 – 4/23/23) to average 747 gallons per day (4/25/23 – 05/02/23) after we replaced the system.

According to our data, the actual amount of water usage with a working, non-leaking water system is average 747 gallons per day. There have been thousands of gallons lost to the leak. I have provided an hour-by-hour reading of water usage for this past month and can provide you additional data if needed.

Due to the water leak, there is a large discrepancy between the amount of water recorded by the meter versus the actual amount of water that reached the town sewer processing plant. The data recorded by the town does not account for water lost in between when the water usage is recorded to when this water reaches the plant. *Due to the extreme amount of water lost each day that did not make it to the sewer processing plant*, the mobile park is requesting a reimbursement or credit for the past two sewer bill invoices to account for this discrepancy.

Please see the following information

Invoice 2023S21000417 (October 1, 2022 – March 31, 2023)

Sewer – 1,144,937 gallons over 181 day period = 6325.62 gallons per day

6325.62 gallons per day recorded – 747 gallons per day actual usage = 5578.62 gallons lost per day
5578.62 gallons lost per day over 181 day period = 1,009,730 gallons

1009730 gallons @0.0200/l = **\$20,194.60 to be refunded or credited**

Invoice 2022S22000416 (April 01, 2022 – September 30, 2022)

Sewer – 793,574 gallons over 182 day period = 4,369.30 gallons per day
4,369.30 gallons per day recorded – 747 gallons per day actual usage = 3,613.30 gallons lost per day
3,613.30 gallons lost per day over 182 day period = 657,620 gallons
657,620 gallons @0.0200/l = **\$13,152.40 to be refunded or credited**

Please also adjust for the upcoming bill between days April 1, 2023 and April 23, 2023.

Gallons recorded between April 1 – April 23, 2023 = 249,631 gallons @0.200/l = \$4,992.62

Actual average usage: 747 gallons per day @22 days = 16,434 gallons @0.200/l = \$ 328.68

Amount to be refunded for upcoming invoice: **\$4663.94 to be refunded or credited**

Total to be refunded or credited due to water discrepancy between water lost and water that actually reached sewer plant: \$38,010.94

Please let me know if have any questions. The residents of the mobile home trailer park greatly appreciate your understanding of this unpredictable situation. We do not anticipate any further issues with the recording of water usage now that we have fixed the system.

Tha 
Frank Chen

Property manager of 566 Western Ave. Mobile Home Trailer Park

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

WAY INVESTMENTS LLC
844 MASSACHUSETTS AVENUE
LEXINGTON, MA 02430

HENNIKER
2023 SEWER BILL 21 OF 22

Invoice: 2023S21000417
Account: 1902S
Print Date: Apr 27, 2023
Billing Period: Oct 01 - Mar 31
Payment Due Date: May 30, 2023
Amount Due: \$ 22,024.42

8% APR Charged After 05/30/2023

Please make checks payable to Henniker Waste Water Treatment or HWWT.
* Closed Wednesday for lunch 12:30-1:30pm *

Account Details			Billing Details	
Billed To: WAY INVESTMENTS LLC			Sewer - 1 Flat Unit(s) @ \$ 240.00/unit	\$ 240.00
Location: 566 WESTERN AVE			Sewer - 17,000gallon @ \$ 0.0000/1	\$ 0.00
Map: 00005C	Lot: 000393	Sub: 0000A1	Sewer - 1,144,937gallon @ \$ 0.0200/1	\$ 22,898.74
Account: 1902S				

Billing Summary		
Billing Period: Oct 01, 2022 to Mar 31, 2023		
Payment Due Date: May 30, 2023		
Meter Readings:	Current Reading: 68,253.00	Sewer Bill: \$ 23,138.74
	Previous Reading: -1,093,684.00	
	Usage: 1,161,937.00	

Payment/Credit: \$ 1,114.32

Amount Due By 05/30/2023: \$ 22,024.42

Mailed To:
WAY INVESTMENTS LLC
844 MASSACHUSETTS AVENUE
LEXINGTON, MA 02430

2023 SEWER BILL 21 OF 22
Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: WAY INVESTMENTS LLC
Location: 566 WESTERN AVE
Map: 00005C **Lot:** 000393 **Sub:** 0000A1
Account: 1902S
Invoice: 2023S21000417

Amount Due By 05/30/2023: \$ 22,024.42

8% APR Charged After 05/30/2023

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

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

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

WAY INVESTMENTS LLC
844 MASSACHUSETTS AVENUE
LEXINGTON, MA 02430

HENNIKER
2022 SEWER BILL 2 OF 2

Invoice: 2022S22000416
Account: 1902S
Print Date: Nov 07, 2022
Billing Period: Apr 01 - Sep 30
Payment Due Date: Dec 09, 2022
Amount Due: \$ 14,111.48

8% APR Charged After 12/09/2022

Account Details

Billed To: WAY INVESTMENTS LLC
Location: 566 WESTERN AVE
Map: 00005C Lot: 000393 Sub: 0000A1
Account: 1902S

Billing Details

Sewer - 1 Flat Unit(s) @ \$ 240.00/unit \$ 240.00
Sewer - 17,000gallon @ \$ 0.0000/1 \$ 0.00
Sewer - 793,574gallon @ \$ 0.0200/1 \$ 15,871.48

Billing Summary

Billing Period: Apr 01, 2022 to Sep 30, 2022
Payment Due Date: Dec 09, 2022

Meter Readings: Current Reading: 6,265,748.00
Previous Reading: 5,455,174.00
Usage: 810,574.00

Sewer Bill: \$ 16,111.48

Payment/Credit: \$ 2,000.00

Amount Due By 12/09/2022: **\$ 14,111.48**

2022 SEWER BILL 2 OF 2

Mailed To:
WAY INVESTMENTS LLC
844 MASSACHUSETTS AVENUE
LEXINGTON, MA 02430

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

Billed To: WAY INVESTMENTS LLC
Location: 566 WESTERN AVE
Map: 00005C Lot: 000393 Sub: 0000A1
Account: 1902S
Invoice: 2022S22000416

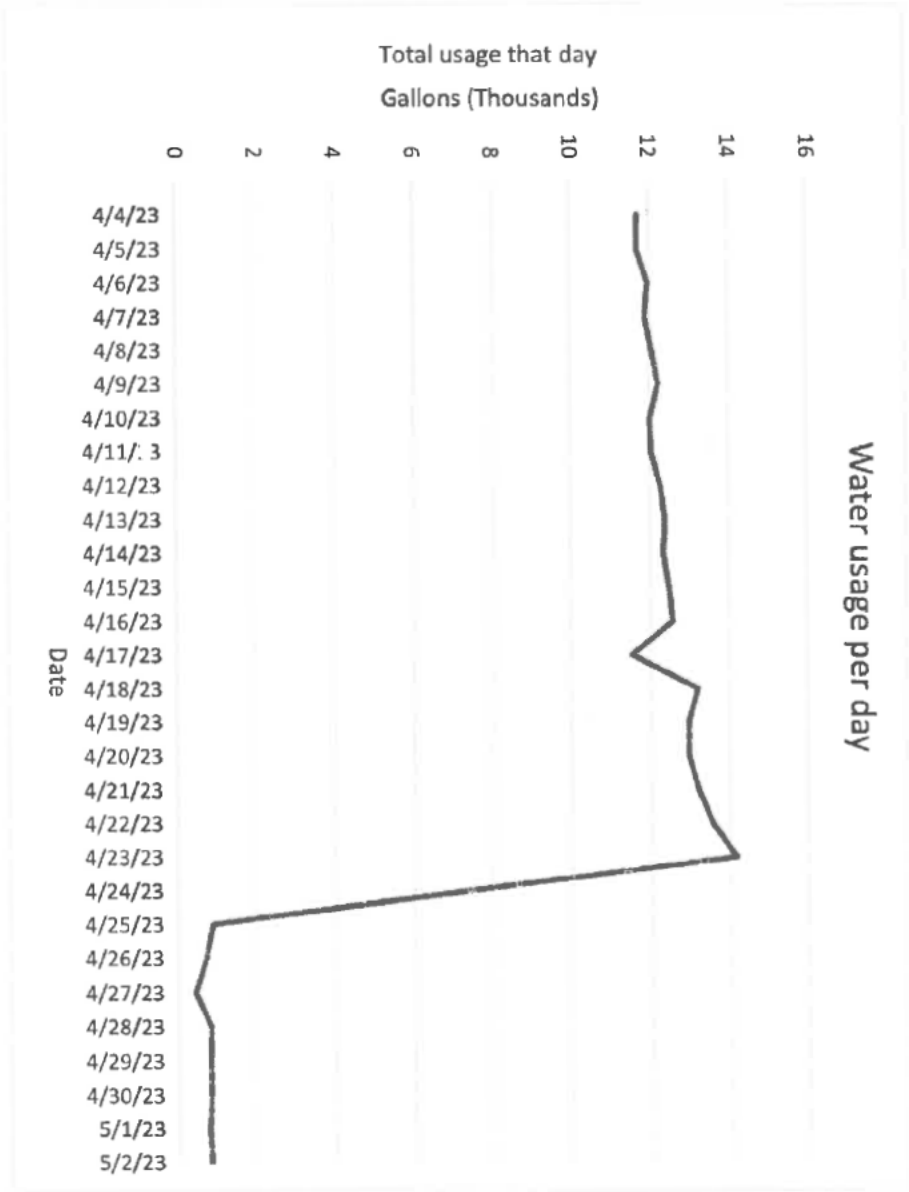
Amount Due By 12/09/2022: **\$ 14,111.48**

8% APR Charged After 12/09/2022

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

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____



Date	Sum of Total usage that day
4/4/23	11732
4/5/23	11713
4/6/23	11997
4/7/23	11927
4/8/23	12080
4/9/23	12250
4/10/23	12038
4/11/23	12055
4/12/23	12285
4/13/23	12402
4/14/23	12356
4/15/23	12495
4/16/23	12585
4/17/23	11552
4/18/23	13215
4/19/23	12980
4/20/23	12980
4/21/23	13224
4/22/23	13575
4/23/23	14190
4/24/23	7311
4/25/23	869
4/26/23	698
4/27/23	419
4/28/23	811
4/29/23	798
4/30/23	814
5/1/23	760
5/2/23	807
(blank)	
Grand Total	262918

S/N	Logging Interval	Ir Technology ID	Technology Desc	Register Type ID	Register Type De	Test Circle I	Test Circle I	User ID
86121137	60	0	Transmitter	1	ADE	55	Electronic	srk
Reading	Consumption	Tamper Indicator	Leak Indicator	Reverse Flow	IR Programmed	Device Error	Bad Read	Ir Date/Time
69275		0	1	0	0	0	0	4/3/23 11:45
69750	475	0	1	0	0	0	0	4/3/23 12:45
70229	479	0	1	0	0	0	0	4/3/23 13:45
70758	529	0	1	0	0	0	0	4/3/23 14:45
71282	524	0	1	0	0	0	0	4/3/23 15:45
71779	497	0	1	0	0	0	0	4/3/23 16:45
72294	515	0	1	0	0	0	0	4/3/23 17:45
72809	515	0	1	0	0	0	0	4/3/23 18:45
73297	488	0	1	0	0	0	0	4/3/23 19:45
73789	492	0	1	0	0	0	0	4/3/23 20:45
74278	489	0	1	0	0	0	0	4/3/23 21:45
74759	481	0	1	0	0	0	0	4/3/23 22:45
75235	476	0	1	0	0	0	0	4/3/23 23:45
75722	487	0	1	0	0	0	0	4/4/23 0:45
76205	483	0	1	0	0	0	0	4/4/23 1:45
76684	479	0	1	0	0	0	0	4/4/23 2:45
77162	478	0	1	0	0	0	0	4/4/23 3:45
77638	476	0	1	0	0	0	0	4/4/23 4:45
78114	476	0	1	0	0	0	0	4/4/23 5:45
78610	496	0	1	0	0	0	0	4/4/23 6:45
79094	484	0	1	0	0	0	0	4/4/23 7:45
79590	496	0	1	0	0	0	0	4/4/23 8:45
80066	476	0	1	0	0	0	0	4/4/23 9:45
80554	488	0	1	0	0	0	0	4/4/23 10:45
81031	477	0	1	0	0	0	0	4/4/23 11:45
81511	480	0	1	0	0	0	0	4/4/23 12:45
81994	483	0	1	0	0	0	0	4/4/23 13:45
82504	510	0	1	0	0	0	0	4/4/23 14:45
82987	483	0	1	0	0	0	0	4/4/23 15:45
83508	521	0	1	0	0	0	0	4/4/23 16:45
83993	485	0	1	0	0	0	0	4/4/23 17:45

84486	493	0	1	0	0	0	0	4/4/23 18:45
84989	503	0	1	0	0	0	0	4/4/23 19:45
85516	527	0	1	0	0	0	0	4/4/23 20:45
85998	482	0	1	0	0	0	0	4/4/23 21:45
86475	477	0	1	0	0	0	0	4/4/23 22:45
86967	492	0	1	0	0	0	0	4/4/23 23:45
87443	476	0	1	0	0	0	0	4/5/23 0:45
87919	476	0	1	0	0	0	0	4/5/23 1:45
88395	476	0	1	0	0	0	0	4/5/23 2:45
88872	477	0	1	0	0	0	0	4/5/23 3:45
89346	474	0	1	0	0	0	0	4/5/23 4:45
89820	474	0	1	0	0	0	0	4/5/23 5:45
90295	475	0	1	0	0	0	0	4/5/23 6:45
90797	502	0	1	0	0	0	0	4/5/23 7:45
91272	475	0	1	0	0	0	0	4/5/23 8:45
91748	476	0	1	0	0	0	0	4/5/23 9:45
92252	504	0	1	0	0	0	0	4/5/23 10:45
92733	481	0	1	0	0	0	0	4/5/23 11:45
93214	481	0	1	0	0	0	0	4/5/23 12:45
93692	478	0	1	0	0	0	0	4/5/23 13:45
94188	496	0	1	0	0	0	0	4/5/23 14:45
94685	497	0	1	0	0	0	0	4/5/23 15:45
95188	503	0	1	0	0	0	0	4/5/23 16:45
95673	485	0	1	0	0	0	0	4/5/23 17:45
96200	527	0	1	0	0	0	0	4/5/23 18:45
96696	496	0	1	0	0	0	0	4/5/23 19:45
97188	492	0	1	0	0	0	0	4/5/23 20:45
97683	495	0	1	0	0	0	0	4/5/23 21:45
98184	501	0	1	0	0	0	0	4/5/23 22:45
98680	496	0	1	0	0	0	0	4/5/23 23:45
99184	504	0	1	0	0	0	0	4/6/23 0:45
99674	490	0	1	0	0	0	0	4/6/23 1:45
100164	490	0	1	0	0	0	0	4/6/23 2:45
100655	491	0	1	0	0	0	0	4/6/23 3:45
101143	488	0	1	0	0	0	0	4/6/23 4:45

101630	487	0	1	0	0	0	0	4/6/23 5:45
102132	502	0	1	0	0	0	0	4/6/23 6:45
102625	493	0	1	0	0	0	0	4/6/23 7:45
103130	505	0	1	0	0	0	0	4/6/23 8:45
103626	496	0	1	0	0	0	0	4/6/23 9:45
104129	503	0	1	0	0	0	0	4/6/23 10:45
104624	495	0	1	0	0	0	0	4/6/23 11:45
105127	503	0	1	0	0	0	0	4/6/23 12:45
105662	535	0	1	0	0	0	0	4/6/23 13:45
106194	532	0	1	0	0	0	0	4/6/23 14:45
106685	491	0	1	0	0	0	0	4/6/23 15:45
107173	488	0	1	0	0	0	0	4/6/23 16:45
107696	523	0	1	0	0	0	0	4/6/23 17:45
1081 ⁰ 2	496	0	1	0	0	0	0	4/6/23 18:45
108695	503	0	1	0	0	0	0	4/6/23 19:45
109185	490	0	1	0	0	0	0	4/6/23 20:45
109683	498	0	1	0	0	0	0	4/6/23 21:45
110176	493	0	1	0	0	0	0	4/6/23 22:45
110677	501	0	1	0	0	0	0	4/6/23 23:45
111165	488	0	1	0	0	0	0	4/7/23 0:45
111655	490	0	1	0	0	0	0	4/7/23 1:45
112143	488	0	1	0	0	0	0	4/7/23 2:45
112637	494	0	1	0	0	0	0	4/7/23 3:45
113123	486	0	1	0	0	0	0	4/7/23 4:45
113609	486	0	1	0	0	0	0	4/7/23 5:45
114096	487	0	1	0	0	0	0	4/7/23 6:45
114619	523	0	1	0	0	0	0	4/7/23 7:45
115107	488	0	1	0	0	0	0	4/7/23 8:45
115598	491	0	1	0	0	0	0	4/7/23 9:45
116088	490	0	1	0	0	0	0	4/7/23 10:45
116575	487	0	1	0	0	0	0	4/7/23 11:45
117070	495	0	1	0	0	0	0	4/7/23 12:45
117565	495	0	1	0	0	0	0	4/7/23 13:45
118055	490	0	1	0	0	0	0	4/7/23 14:45
118547	492	0	1	0	0	0	0	4/7/23 15:45

119071	524	0	1	0	0	0	0	4/7/23 16:45
119578	507	0	1	0	0	0	0	4/7/23 17:45
120091	513	0	1	0	0	0	0	4/7/23 18:45
120586	495	0	1	0	0	0	0	4/7/23 19:45
121086	500	0	1	0	0	0	0	4/7/23 20:45
121578	492	0	1	0	0	0	0	4/7/23 21:45
122110	532	0	1	0	0	0	0	4/7/23 22:45
122604	494	0	1	0	0	0	0	4/7/23 23:45
123102	498	0	1	0	0	0	0	4/8/23 0:45
123598	496	0	1	0	0	0	0	4/8/23 1:45
124096	498	0	1	0	0	0	0	4/8/23 2:45
124595	499	0	1	0	0	0	0	4/8/23 3:45
125090	495	0	1	0	0	0	0	4/8/23 4:45
125583	493	0	1	0	0	0	0	4/8/23 5:45
126077	494	0	1	0	0	0	0	4/8/23 6:45
126578	501	0	1	0	0	0	0	4/8/23 7:45
127109	531	0	1	0	0	0	0	4/8/23 8:45
127613	504	0	1	0	0	0	0	4/8/23 9:45
128111	498	0	1	0	0	0	0	4/8/23 10:45
128613	502	0	1	0	0	0	0	4/8/23 11:45
129110	497	0	1	0	0	0	0	4/8/23 12:45
129606	496	0	1	0	0	0	0	4/8/23 13:45
130120	514	0	1	0	0	0	0	4/8/23 14:45
130616	496	0	1	0	0	0	0	4/8/23 15:45
131107	491	0	1	0	0	0	0	4/8/23 16:45
131598	491	0	1	0	0	0	0	4/8/23 17:45
132144	546	0	1	0	0	0	0	4/8/23 18:45
132640	496	0	1	0	0	0	0	4/8/23 19:45
133135	495	0	1	0	0	0	0	4/8/23 20:45
133644	509	0	1	0	0	0	0	4/8/23 21:45
134145	501	0	1	0	0	0	0	4/8/23 22:45
134684	539	0	1	0	0	0	0	4/8/23 23:45
135192	508	0	1	0	0	0	0	4/9/23 0:45
135709	517	0	1	0	0	0	0	4/9/23 1:45
136208	499	0	1	0	0	0	0	4/9/23 2:45

136706	498	0	1	0	0	0	0	4/9/23 3:45
137203	497	0	1	0	0	0	0	4/9/23 4:45
137700	497	0	1	0	0	0	0	4/9/23 5:45
138199	499	0	1	0	0	0	0	4/9/23 6:45
138699	500	0	1	0	0	0	0	4/9/23 7:45
139216	517	0	1	0	0	0	0	4/9/23 8:45
139757	541	0	1	0	0	0	0	4/9/23 9:45
140285	528	0	1	0	0	0	0	4/9/23 10:45
140785	500	0	1	0	0	0	0	4/9/23 11:45
141285	500	0	1	0	0	0	0	4/9/23 12:45
141782	497	0	1	0	0	0	0	4/9/23 13:45
142310	528	0	1	0	0	0	0	4/9/23 14:45
142842	532	0	1	0	0	0	0	4/9/23 15:45
143367	525	0	1	0	0	0	0	4/9/23 16:45
143870	503	0	1	0	0	0	0	4/9/23 17:45
144385	515	0	1	0	0	0	0	4/9/23 18:45
144889	504	0	1	0	0	0	0	4/9/23 19:45
145407	518	0	1	0	0	0	0	4/9/23 20:45
145937	530	0	1	0	0	0	0	4/9/23 21:45
146433	496	0	1	0	0	0	0	4/9/23 22:45
146934	501	0	1	0	0	0	0	4/9/23 23:45
147434	500	0	1	0	0	0	0	4/10/23 0:45
147928	494	0	1	0	0	0	0	4/10/23 1:45
148421	493	0	1	0	0	0	0	4/10/23 2:45
148913	492	0	1	0	0	0	0	4/10/23 3:45
149407	494	0	1	0	0	0	0	4/10/23 4:45
149901	494	0	1	0	0	0	0	4/10/23 5:45
150419	518	0	1	0	0	0	0	4/10/23 6:45
150913	494	0	1	0	0	0	0	4/10/23 7:45
151409	496	0	1	0	0	0	0	4/10/23 8:45
151904	495	0	1	0	0	0	0	4/10/23 9:45
152401	497	0	1	0	0	0	0	4/10/23 10:45
152899	498	0	1	0	0	0	0	4/10/23 11:45
153403	504	0	1	0	0	0	0	4/10/23 12:45
153898	495	0	1	0	0	0	0	4/10/23 13:45

154391	493	0	1	0	0	0	0	4/10/23 14:45
154889	498	0	1	0	0	0	0	4/10/23 15:45
155384	495	0	1	0	0	0	0	4/10/23 16:45
155910	526	0	1	0	0	0	0	4/10/23 17:45
156419	509	0	1	0	0	0	0	4/10/23 18:45
156953	534	0	1	0	0	0	0	4/10/23 19:45
157469	516	0	1	0	0	0	0	4/10/23 20:45
157966	497	0	1	0	0	0	0	4/10/23 21:45
158465	499	0	1	0	0	0	0	4/10/23 22:45
158972	507	0	1	0	0	0	0	4/10/23 23:45
159469	497	0	1	0	0	0	0	4/11/23 0:45
159963	494	0	1	0	0	0	0	4/11/23 1:45
160459	496	0	1	0	0	0	0	4/11/23 2:45
160956	497	0	1	0	0	0	0	4/11/23 3:45
161451	495	0	1	0	0	0	0	4/11/23 4:45
161944	493	0	1	0	0	0	0	4/11/23 5:45
162457	513	0	1	0	0	0	0	4/11/23 6:45
162953	496	0	1	0	0	0	0	4/11/23 7:45
163450	497	0	1	0	0	0	0	4/11/23 8:45
163947	497	0	1	0	0	0	0	4/11/23 9:45
164442	495	0	1	0	0	0	0	4/11/23 10:45
164939	497	0	1	0	0	0	0	4/11/23 11:45
165461	522	0	1	0	0	0	0	4/11/23 12:45
165978	517	0	1	0	0	0	0	4/11/23 13:45
166489	511	0	1	0	0	0	0	4/11/23 14:45
166997	508	0	1	0	0	0	0	4/11/23 15:45
167493	496	0	1	0	0	0	0	4/11/23 16:45
168008	515	0	1	0	0	0	0	4/11/23 17:45
168508	500	0	1	0	0	0	0	4/11/23 18:45
169014	506	0	1	0	0	0	0	4/11/23 19:45
169528	514	0	1	0	0	0	0	4/11/23 20:45
170035	507	0	1	0	0	0	0	4/11/23 21:45
170533	498	0	1	0	0	0	0	4/11/23 22:45
171027	494	0	1	0	0	0	0	4/11/23 23:45
171522	495	0	1	0	0	0	0	4/12/23 0:45

172020	498	0	1	0	0	0	0	4/12/23 1:45
172516	496	0	1	0	0	0	0	4/12/23 2:45
173011	495	0	1	0	0	0	0	4/12/23 3:45
173506	495	0	1	0	0	0	0	4/12/23 4:45
174000	494	0	1	0	0	0	0	4/12/23 5:45
174497	497	0	1	0	0	0	0	4/12/23 6:45
175003	506	0	1	0	0	0	0	4/12/23 7:45
175509	506	0	1	0	0	0	0	4/12/23 8:45
176014	505	0	1	0	0	0	0	4/12/23 9:45
176517	503	0	1	0	0	0	0	4/12/23 10:45
177017	500	0	1	0	0	0	0	4/12/23 11:45
177528	511	0	1	0	0	0	0	4/12/23 12:45
178035	507	0	1	0	0	0	0	4/12/23 13:45
178590	555	0	1	0	0	0	0	4/12/23 14:45
179119	529	0	1	0	0	0	0	4/12/23 15:45
179665	546	0	1	0	0	0	0	4/12/23 16:45
180204	539	0	1	0	0	0	0	4/12/23 17:45
180718	514	0	1	0	0	0	0	4/12/23 18:45
181236	518	0	1	0	0	0	0	4/12/23 19:45
181753	517	0	1	0	0	0	0	4/12/23 20:45
182299	546	0	1	0	0	0	0	4/12/23 21:45
182806	507	0	1	0	0	0	0	4/12/23 22:45
183312	506	0	1	0	0	0	0	4/12/23 23:45
183818	506	0	1	0	0	0	0	4/13/23 0:45
184331	513	0	1	0	0	0	0	4/13/23 1:45
184850	519	0	1	0	0	0	0	4/13/23 2:45
185356	506	0	1	0	0	0	0	4/13/23 3:45
185864	508	0	1	0	0	0	0	4/13/23 4:45
186370	506	0	1	0	0	0	0	4/13/23 5:45
186896	526	0	1	0	0	0	0	4/13/23 6:45
187407	511	0	1	0	0	0	0	4/13/23 7:45
187919	512	0	1	0	0	0	0	4/13/23 8:45
188426	507	0	1	0	0	0	0	4/13/23 9:45
188949	523	0	1	0	0	0	0	4/13/23 10:45
189503	554	0	1	0	0	0	0	4/13/23 11:45

190021	518	0	1	0	0	0	0	4/13/23 12:45
190528	507	0	1	0	0	0	0	4/13/23 13:45
191036	508	0	1	0	0	0	0	4/13/23 14:45
191543	507	0	1	0	0	0	0	4/13/23 15:45
192048	505	0	1	0	0	0	0	4/13/23 16:45
192611	563	0	1	0	0	0	0	4/13/23 17:45
193154	543	0	1	0	0	0	0	4/13/23 18:45
193675	521	0	1	0	0	0	0	4/13/23 19:45
194180	505	0	1	0	0	0	0	4/13/23 20:45
194689	509	0	1	0	0	0	0	4/13/23 21:45
195205	516	0	1	0	0	0	0	4/13/23 22:45
195714	509	0	1	0	0	0	0	4/13/23 23:45
196225	511	0	1	0	0	0	0	4/14/23 0:45
196738	513	0	1	0	0	0	0	4/14/23 1:45
197249	511	0	1	0	0	0	0	4/14/23 2:45
197755	506	0	1	0	0	0	0	4/14/23 3:45
198262	507	0	1	0	0	0	0	4/14/23 4:45
198768	506	0	1	0	0	0	0	4/14/23 5:45
199288	520	0	1	0	0	0	0	4/14/23 6:45
199798	510	0	1	0	0	0	0	4/14/23 7:45
200306	508	0	1	0	0	0	0	4/14/23 8:45
200821	515	0	1	0	0	0	0	4/14/23 9:45
201329	508	0	1	0	0	0	0	4/14/23 10:45
201840	511	0	1	0	0	0	0	4/14/23 11:45
202363	523	0	1	0	0	0	0	4/14/23 12:45
202880	517	0	1	0	0	0	0	4/14/23 13:45
203394	514	0	1	0	0	0	0	4/14/23 14:45
203920	526	0	1	0	0	0	0	4/14/23 15:45
204443	523	0	1	0	0	0	0	4/14/23 16:45
204955	512	0	1	0	0	0	0	4/14/23 17:45
205465	510	0	1	0	0	0	0	4/14/23 18:45
205975	510	0	1	0	0	0	0	4/14/23 19:45
206503	528	0	1	0	0	0	0	4/14/23 20:45
207029	526	0	1	0	0	0	0	4/14/23 21:45
207560	531	0	1	0	0	0	0	4/14/23 22:45



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Received by
TOWN OF HENNIKER

MAY 24 2023

SELECTMEN'S OFFICE

Request for Board of Selectman Agenda Item Consideration

Per Town of Henniker Selectmen's Policies Section II .1 Meeting, Board & Committee Policies, Board of Selectmen Meeting Procedures and Section II.3 Citizen Participation at Meetings.

- Persons may request an addition to the Board of Selectman Agenda until noon on the Thursday preceding the scheduled Selectman meeting. Depending upon the boards schedule, appearances will be scheduled within the next two regularly scheduled board meetings whenever possible.
- Purpose of this policy is for the notification in advance of the Board of Selectmen and the public to review supporting materials prior to the meeting.
- This form will provide the board with basic information of the topic or request.
- Persons who have been pre-scheduled to appear before the Board will normally speak during the New Business section of the agenda. Please see the policy for more information.

SUBMIT FORM TO THE TOWN ADMINISTRATOR diane.kendall@henniker.org or mail to address at top of form.

Requested Meeting Date:	JUNE 6 th 2023	
REQUESTOR CONTACT INFORMATION		
Name:	Nathan Chartier	
Address:	379 Mink Hill Rd	
Email:	[REDACTED]	
Phone:	[REDACTED]	
DESCRIPTION OF TOPIC OR REQUEST		
TITLE:	Upgrade Class VI Rd	
PERSON PRESENTING TO THE SELECTBOARD AND CONTACT INFORMATION IF DIFFERENT:		
DESCRIPTION OF QUESTION OR PROBLEM:	upgrade Mink Hill Rd in certain spots	
PREVIOUS ACTIONS TAKEN BY REQUESTER OR OTHERS: (include attempts to resolve prior to coming to BoS)		
EXPECTED OUTCOME, ACTION OR DECISION: (be specific)	OK to proceed	

KNOWN FINANCIAL IMPACT:

OTHER SUPPORTING INFORMATION: (attach supporting documentation or add additional comments here)

FOR OFFICE USE ONLY

DATE RECEIVED: 5/24/23

DATE SCHEDULED: June 6th.

TOWN ADMINISTRATOR COMMENT:

See attached

DEPARTMENT HEAD AND COMMITTEE COMMENTS:

LEGAL AUTHORITY: RSA 229:5, VII

FINANCIAL DETAILS:

SUGGESTED ACTION/MOTIONS/RECOMMENDATIONS:

POST MEETING NEXT STEPS AND FOLLOW-UP

RESOLUTION:

Area's shaded
in black

5 mile



FENNIS
MICHAEL
W

Mink Hill Rd

SCHOENEGGE
JOANN E

Rt 114

Sat

2D



Hunt Map
Layers

CHAPTER EIGHT

CLASS VI HIGHWAYS

INTRODUCTION

A Class VI road is defined as:

All other existing public ways, and shall include all highways discontinued as open highways and made subject to gates and bars, except as provided in paragraph III-a [new boating access highways], and all highways which have not been maintained and repaired by the town in suitable condition for travel thereon for 5 successive years or more....

RSA 229:5, VII.

Although neither the state nor its political subdivisions are required to maintain them, Class VI highways are public roads. They must be open for public travel to the same extent as any other public highway, they are subject to all the same regulation by the select board and legislative body, and the public may perform work on the highway only with permission from the select board or road agent. As such, Class VI roads are generally subject to the same legal principles that govern all highways, including:

- Abutters' rights issues (Chapter 1);
- Methods of public highway creation (Chapter 2); and
- Town's regulatory authority, including use, excavation and disturbance, driveways, and weight limits (Chapter 6).

The real difference between a Class VI highway and a Class V highway is that municipalities have no obligation to maintain, repair, plow, or do other ordinary work on a Class VI highway. They have the ability to declare a Class VI highway an emergency lane under RSA 231:59-a (discussed in Chapter 6) but not the obligation. Despite this difference, it is important to remember that Class VI highways are still *public highways*. Confusion about that single fact leads to a lot of misunderstanding about what is permitted and not permitted with respect to a Class VI highway.

Formation of a Class VI Highway

In 1925, all non-maintained public highways were classified as Class VI. The gist of the Class VI category is the absence and/or discontinuance of maintenance. The law provides four ways that roads may qualify for Class VI status:

- Lapse (absence of maintenance for five years);
- Discontinuance subject to gates and bars;
- Layout subject to gates and bars; and
- Department of Transportation's discontinuance of a Class I or II highway.

LAPSE: ABSENCE OF MAINTENANCE FOR FIVE YEARS

The overwhelming majority of Class VI highways resulted from simple neglect, a consequence of rural population decline. The lapse or statute of repose component of RSA 229:5, VII provides that a road falls within the Class VI classification if it has not been maintained and repaired in suitable condition for travel for five successive years or more.

‘Suitable Condition for Travel.’ It is immaterial whether the road is “suitable for travel” so long as the town has not maintained and repaired the road for a period of at least five consecutive years. For instance, although a road that has not been maintained and repaired may be traveled, it does not become a Class V highway. *Glick v. Town of Ossipee*, 130 N.H. 643 (1988). In *Glick*, the trial court erroneously held that the Ossipee Mountain Road was a Class V road because, among other things, it had been traveled continuously for 30 years. The Supreme Court reversed, holding that a Class V road must be both traveled and maintained. The *Glick* Court concluded:

[T]he legislature’s construction recognizes that if roads could be designated [C]lass V highways [as opposed to Class VI] solely because they are “traveled,” even those roads that have been discontinued subject to gates and bars would be [C]lass V highways deserving of regular town maintenance because people continue to travel them. The legislature clearly seeks to avoid this incongruous result by restricting the [C]lass V designation to highways that are both “traveled” and “maintained.”

Resumption of Maintenance. Resumption of maintenance of a Class VI highway now affects its classification status, as a result of a 1999 amendment to RSA 229:5, VI. A Class V road that attains Class VI status as a result of a lapse of maintenance (see above) will revert to Class V status again if the town has maintained it for at least five consecutive years. The “illegal” maintenance and repair must be “regular” and “on more than a seasonal basis” so that the road is in “suitable condition for year-round travel.” Class VI roads that have been maintained after having been declared emergency lanes under the procedures outlined in RSA 231:59-a do not revert to Class V status because of such maintenance.

If a town seeks to perform some minimal maintenance to a Class VI road, it should do so under the emergency lane statute. See Chapter 5. Independent of liability concerns, the emergency lane law (RSA 231:59-a) is an exception to RSA 231:59, which requires road maintenance monies be spent on Class IV and V highways only.

Also, a town’s performance of maintenance or repair work may arguably be the basis for municipal estoppel arguments—that is, in a lawsuit involving a landowner, a town may be barred from arguing that it is not required to maintain a road due to its Class VI status. *Turco v. Barnstead*, 136 N.H. 256 (1992).

DISCONTINUANCE SUBJECT TO GATES AND BARS

RSA 229:5, VII authorizes a town to vote to discontinue an open highway and have it made subject to gates and bars. Importantly, the vote must be by town meeting and not the select board. When drafting a warrant article or vote by the legislative body to convert a highway to Class VI, the wording should closely reflect the language of the statute—“discontinue subject to gates and bars.”

Prior to 1903, a town could only discontinue a highway completely. Only after the legislature promulgated Laws of 1903, Chapter 14:1, could a town discontinue an “open” highway and subject it to gates and bars. The term “gates and bars” is not expressly defined by statute, but the term historically refers to an owner’s right to enclose premises for his or her own benefit—usually to confine livestock.

PUBLIC HEARING



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 6/6/2023

TITLE: **Public Hearing** - Renewal of existing Discretionary Preservation Easement located at 674 Quaker Street, Map/Lot 10/632

INITIATED BY: Walter and Catherine Pollard – Property Owner

PREPARED BY: Helga Winn – Executive Assistant

PRESENTED BY: Walter Pollard – Property Owner

AGENDA DESCRIPTION: Mr. and Mrs. Pollard seek approval to have the existing discretionary preservation easement renewed for a term of 10 years (application attached).

DISCRETIONARY PRESERVATION EASEMENT: A discretionary preservation easement is an easement of a historic agricultural structure, including the land necessary for the function of the building, granted to a city or town for a term of 10 or more years which provides a demonstrated public benefit.

LEGAL AUTHORITY: RSA 79:D

FINANCIAL DETAILS: The barn is currently 25% taxable = \$10,275 assessment (75% depreciation).
50% taxable = \$20,550 barn assessment; 75% taxable = \$30,825 barn assessment

BACKGROUND: The application was timely filed, and the fee was paid by the applicant. The application has been reviewed by the Town's contracted assessor and the new agreement has been reviewed by Upton & Hatfield. All supporting documentation is attached.

The barn was built in the 1790s, is of post and beam framed construction, with hand-hewn beams and granite slabs. It is located in the historic Quaker District.

This easement was first approved on May 6, 2003, between the previous owners, the Shirley L. and Lucy F. Davison Revocable Family Trust and the Town of Henniker with a 75% depreciation. The easement was renewed in 2013 under the same ownership with the same terms. The current owners state that the barn has been maintained over the years and have maintenance plans for the future.

The Town of Henniker currently has discretionary preservation easement agreements with seven different properties with a total of nine qualifying structures, all with a 75% depreciation.

TOWN ADMINISTRATOR COMMENTS:

SUGGESTED ACTIONS / MOTIONS: Move to renew the Discretionary Preservation Easement for the barn located at 674 Quaker Street, owned by Walter and Catherine Pollard, map 10, lot 632, for a term of ten years, to expire on March 31, 2033, with the barn being assessed at 25% of full value assessment.

TITLE V TAXATION

Chapter 79-D DISCRETIONARY PRESERVATION EASEMENTS

Section 79-D:1

79-D:1 Declaration of Public Interest. – It is hereby declared to be in the public interest to encourage the preservation of historic agricultural structures which are potentially subject to decay or demolition, thus maintaining the historic rural character of the state's landscape, sustaining agricultural traditions, and providing an attractive scenic environment for work and recreation of the state's citizens and visitors. It is further declared to be in the public interest to prevent the loss of historic agricultural structures due to property taxation at values incompatible with their preservation. The means for encouraging preservation of historic agricultural structures authorized by this chapter is the acquisition of discretionary preservation easements by town or city governments to assure preservation of such structures which provide a demonstrated public benefit.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:2

79-D:2 Definitions. –

In this chapter:

- I. " Discretionary preservation easement " means a preservation easement of an historic agricultural structure, including the land necessary for the function of the building, granted to a city or town for a term of 10 or more years.
- II. " Public benefit " shall have the meaning described in RSA 79-D:3, II.
- III. " Historic agricultural structure " means a barn or other structure, including the land necessary for the function of the building, currently or formerly used for agricultural purposes and as further defined by the advisory committee established under RSA 227-C:29.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:3

79-D:3 Qualifying Structures. –

- I. Any owner of an historic agricultural structure who wishes to maintain the structure in a use consistent with the purposes of this chapter may apply to the governing body of the municipality in which the property is located to convey a discretionary preservation easement to the municipality.
- II. A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
 - (a) There is scenic enjoyment of the structure by the general public from a public way or from public waters.
 - (b) The structure is historically important on a local, regional, state, or national level, either independently or within an historic district.
 - (c) The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.
- III. In determining whether an historic agricultural structure demonstrates the necessary public benefit to qualify for a discretionary preservation easement, the governing body shall have reference to guidelines adopted by the

advisory committee established under RSA 227-C:29.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:4

79-D:4 Application Procedure. –

I. Any owner of an historic agricultural structure which meets the tests of public benefit in RSA 79-D:3, II may apply to the governing body to grant a discretionary preservation easement to the municipality, agreeing to maintain the structure in keeping with its historic integrity and character during the term of the easement.

II. No owner of an historic agricultural structure shall be entitled to have a particular structure classified for any tax year under the provisions of this chapter unless the owner has applied to the governing body on or before April 15 of the tax year on a form provided by the commissioner of the department of revenue administration. Such application shall include a map showing the location of the structure to be subject to the discretionary preservation easement, and a description of how the property meets the tests of public benefit in RSA 79-D:3.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:5

79-D:5 Approval, Denial. –

I. If, after a duly noticed public hearing, the governing body finds that the proposed preservation of such historic agricultural structure is consistent with the purposes of this chapter, it may take steps to acquire a discretionary preservation easement as provided in this chapter. In exercising its discretion, the local governing body may weigh the public benefit to be obtained versus the tax revenue to be lost if such an easement is granted. The governing body shall have no more than 60 days to act upon the application.

II. If the governing body denies the application to grant a discretionary preservation easement to the municipality, such denial shall be accompanied by a written explanation. The local governing body's decision may be appealed by using the procedures of either RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith, discrimination, or the application of criteria other than those set forth in RSA 79-D:3 and paragraph I of this section.

III. The easement shall be a burden upon the property and shall bind all transferees and assignees of such property. An easement granted pursuant to this subdivision shall not be assigned, transferred, or released by the municipality without the consent of the owner, except as provided in RSA 79-D:8.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:6

79-D:6 Terms; Recording. – Any preservation easement acquired by the municipality pursuant to this chapter shall be for a minimum of 10 years. The easement terms shall include the method of assessment pursuant to RSA 79-D:7 and the terms of renewal pursuant to RSA 79-D:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any costs of recording shall be the responsibility of the applicant.

Source. 2002, 86:1. 2007, 27:2, eff. Jan. 1, 2008.

Section 79-D:7

79-D:7 Assessment of Property Subject to Discretionary Preservation Easement. –

I. The method of assessment of discretionary preservation easement structures shall be included as a term of the agreement in any discretionary preservation easement acquired by a municipality. Assessment shall fall within a

range, one end of which shall be 75 percent of the full value assessment; the other end of the range shall be 25 percent of said full value assessment.

II. The local governing body shall have the discretion to set the value of the discretionary preservation easement at a level within this range which it believes reflects the public benefit conferred by the property under the criteria set forth in RSA 79-D:3, II. The assessment shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:8

79-D:8 Release of Easement, Expiration, Renewal, Consideration. –

I. Any property owner who has granted a discretionary preservation easement to a municipality pursuant to the terms of this chapter, after the effective date of this chapter, may apply to the local governing body of the municipality in which the property subject to a discretionary preservation easement is located for a release from such easement upon a demonstration of extreme personal hardship. Upon release from such easement, a property owner shall pay the following consideration to the tax collector of the municipality:

(a) For a release within the first half of the duration of the easement, 20 percent of the full value assessment of such structure and land under RSA 75:1.

(b) For a release within the second half of the duration of the easement, 15 percent of the full value assessment of such structure and land under RSA 75:1.

II. [Repealed.]

III. Upon the expiration of the terms of the discretionary easement, the owner may apply for a renewal, and the owner and local governing body shall have the same rights and duties with respect to the renewal application as they did with respect to the original application; provided, however, that at the time of the original granting of the discretionary preservation easement, the parties may include, as a term of the agreement, a provision for automatic renewal for the same term as the original. Such a provision may include the specification of the manner in which the tax assessment on the property for the next term is to be determined at the time of renewal.

IV. The tax collector shall issue a receipt to the owner of such property and a copy to the local governing body for the sums paid. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release or renewal of the easement to the owner who shall record such a release or renewal. A copy of such release or renewal shall also be sent to the local assessing officials if they are not the same parties executing the release or renewal.

V. In the event that the structure is destroyed by fire, storm, or other unforeseen circumstance not within the control of the property owner, the preservation easement shall be released without penalty.

VI. If, during the term of the preservation easement, the owner shall fail to maintain the structure in conformity with the agreement, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with RSA 79-D:8, I(a) and (b).

Source. 2002, 86:1. 2007, 27:1, eff. Jan. 1, 2008.

Section 79-D:9

79-D:9 Payment; Collection. –

I. If a consideration is due under RSA 79-D:8, I, the assessed value shall be determined as of the actual date of the release or expiration. Any consideration is in addition to the annual real estate tax imposed upon the property, and shall be due and payable upon the release or expiration.

II. Any consideration shall be due and payable by the owner at the time of release or expiration to the municipality in which the property is located. If the property is located in an unincorporated town or unorganized place, the tax shall be due and payable by the owner at the time of release or expiration to the county in which the property is located. Moneys paid to a county under this chapter shall be used to pay for the cost of services provided in RSA 28:7-a and RSA 28:7-b. Any consideration shall be due and payable according to the following procedure:

(a) The commissioner shall prescribe and issue forms to the local assessing officials for the consideration due,

which shall provide a description of the property, the discretionary preservation easement, the full value assessment under RSA 75:1, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the consideration along with a special tax warrant authorizing the collector to collect the consideration under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of tax. Such bill shall be mailed within 12 months of the release or expiration.

(d) Payment of the consideration shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any consideration not paid within the 30-day period.

Source. 2002, 86:1. 2007, 27:3, eff. Jan. 1, 2008.

Section 79-D:10

79-D:10 Exemption for Eminent Domain. – If any of the property which is subject to a discretionary preservation easement is condemned by any governmental agency or is acquired through eminent domain proceedings, the local governing body shall execute a release of the easement to the owner. None of the liquidated consideration provisions of RSA 79-D:8, I shall be applicable to releases granted pursuant to this section.

Source. 2002, 86:1. 2007, 27:4, eff. Jan. 1, 2008.

Section 79-D:11

79-D:11 Local Preservation Easement Programs. – This chapter shall not be construed to limit the development of any other state, county, town, or city easement program for preservation, conservation, or other purposes.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:12

79-D:12 Lien for Unpaid Taxes. – The real estate of every person shall be held for the taxes levied pursuant to RSA 79-D:8.

Source. 2002, 86:1, eff. July 2, 2002.

Section 79-D:13

79-D:13 Enforcement. – All taxes levied pursuant to RSA 79-D:8 which are not paid when due shall be collected in the same manner as provided in RSA 80.

Source. 2002, 86:1. 2004, 203:14, eff. June 11, 2004.

Section 79-D:14

79-D:14 Rulemaking. –

I. The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to:

(a) The application procedures under RSA 79-D:4.

(b) The payment and collection procedures under RSA 79-D:9.

II. The commissioner of the department of natural and cultural resources shall adopt such rules as may be applicable under the authority of RSA 227-C:5.

Source. 2002, 86:1, eff. July 2, 2002. 2017, 156:38, eff. July 1, 2017.



Avitar Associates of New England, Inc.

A Municipal Services Company

May 2, 2023

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

Re: Barn Preservation Application – Pollard (674 Quaker Street)

Dear Helga & Board Members:

The 2,592 square feet barn with a loft and basement built over 200 years ago (according to information provided) at 674 Quaker Street is being considered under RSA 79-D, for historic preservation through the application filed by the owners, Walter Pollard, Jr., and Catherine Pollard. It should be noted that this application is a renewal, however pursuant to the statute a renewal “shall have the same rights and duties with respect to the renewal application as they did with respect to the original application”.

The RSA defines “Historic agricultural structure” as “a barn or other structure”, including the land necessary for the function of the building, currently or formerly used for agricultural purposes and as further defined by the advisory committee established under RSA 227-C:29. Under RSA 79-D, the barn must meet at least two of the following criteria in the eyes of the town to be considered, as follows:

1. It must be historic.
2. It must have some public benefit, defined as any one of the following as seen in RSA 79-D:3 Qualifying Structures. Pursuant to 79-D:3 II “A discretionary preservation easement shall be considered to provide a demonstrated public benefit if it provides at least one of the following public benefits:
 - a. There is scenic enjoyment of the structure by the general public from a public way or from public waters.
 - b. The structure is historically important on a local, regional, state, or national level, either independently or within an historic district.
 - c. The structure's physical or aesthetic features contribute to the historic or cultural integrity of a property listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or locally designated historic district.

The taxpayers indicate on the application that it meets (1) and (2a). The application should include a term or length of time it shall be in effect (RSA 79-D:6 indicates a minimum of 10 years). The easement terms shall include the method of assessment pursuant to RSA 79-D:7 and the terms of renewal pursuant to RSA 79-D:8, III. The local governing body shall provide for the recording of such easements with the register of deeds. Any cost of recording shall be the responsibility of the applicant.

The town must hold a duly noticed public hearing and act on the application (RSA states within 60 days of receipt of the application). Should the Board choose to approve the application, they must decide at what percentage of value the barn should be assessed. At 25%, the assessment for the barn would be \$10,275, at 50% \$20,550 and at 75% it would be \$30,825. Please note, as this was a renewal the previous

application was granted at 25%. Additionally, the square feet subject to the easement should be the footprint of the barn plus the curtilage, therefore it should be 3,136 square feet and not the 2,738 that was listed (or 0.072 acres determined previously). If approved, please verify a Post-It note (in the CAMA system) has been made with the reminder date being the expiration date, therefore on that date, the system will pop-up with a reminder that it has expired or needs to be renewed, etc.

Please let me know if there is anything further, I can provide to aid in your determination.

Sincerely,



Evan Roberge
Assessor Supervisor

ER/sjc

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME Pollard. Jr.	FIRST NAME Walter
	LAST NAME Pollard	FIRST NAME Catherine
	STREET ADDRESS 495 Walnut Avenue	
	STREET (continued)	
	TOWN/CITY Jamaica Plain	STATE MA

STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

PLEASE TYPE OR PRINT	STREET 674 Quaker Street				
	TOWN/CITY Henniker			COUNTY Merrimack	
	NUMBER OF ACRES	MAP #	LOT #	BOOK #	PAGE #
		10	632	3423	1147
	CHECK ONE: Original Application <input type="checkbox"/>			Renewal <input checked="" type="checkbox"/>	Tax Year

STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.
See attached.

How many square feet will be subject to the easement? 3,136

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) Walter Pollard		DATE 21 APR 2023
TYPE OR PRINT NAME (in black ink) Catherine Pollard		DATE 21 APR 2023
TYPE OR PRINT NAME (in black ink)		DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION
 (CONTINUED)

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials.
Comments:	

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (ink black ink)	SIGNATURE (in black ink)	DATE

STEP 7 DOCUMENTATION

Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

GENERAL INSTRUCTIONS

WHO MUST FILE	Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.
WHAT TO FILE	Land owners submitting a completed application, Form PA-36-A, shall also: Submit a map showing: (a) The location of the historic agricultural structure, and (b) The number of square feet to be included in the discretionary preservation easement.
WHEN TO FILE	A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.
WHERE TO FILE	Once completed and signed in black ink, this form and attachments shall be filed as follows: Original: Register of Deeds Copy: Local Assessing Officials Copy: Land Owner
APEALS	If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.state.nh.us/btla . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial.
ADA	Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.
NEED HELP	Contact your local municipality or the Property Appraisal Division at (603) 230-5950.

LINE-BY-LINE INSTRUCTIONS

STEP 1	Enter the complete name(s), address, municipality, state and zip code of the property owner(s) requesting a discretionary preservation easement under RSA 79-D:3.
STEP 2	Enter the location information of the land and Historic Agricultural Structure being classified in the spaces provided. Check whether original application or renewal and enter the tax year the easement is to be granted.
STEP 3	Describe how the Historic Agricultural Structure meets the requirements of RSA 79-D:3 and how many square feet will be subject to the easement. Submit additional sheets, if necessary.
STEP 4	All owners of record must type or print their full name, sign and date in black ink on the lines provided. If there are more than four owners, submit a supplemental list of all additional owners names and signatures.
STEP 5	To be completed by the local assessing officials, indicating approval or denial pending final approval of selectmen or assessors.
STEP 6	Signatures of a majority of the local selectmen or tax assessors on the lines provided indicates final approval.
STEP 7	Indicate whether a map has been included as described. If the map is missing or this application is incomplete, this application shall be denied in accordance with RSA 79-D:4,II.

Discretionary Preservation Easement Application 2023

Description of Public Benefit

This is a barn built over 200 years ago by a Quaker, Nathan Buxton, in the historic Quaker District. Its size and structure is an example of the superb craftsmanship of our ancestors using only the hand tools of the times. It is a post and beam structure, all hand hewn beams and huge granite slabs cut here on the property and hauled and set by oxen.

It is one of the few remaining barns in the Quaker District and a frequent attraction for artists and photographers visiting the area. This district was one of the early settlements of Henniker and has not been spoiled by development. It remains much as it was in the 1790's including the Quaker Meeting House, still holding meetings each Sunday and the Quaker Schoolhouse, restored and maintained by the neighborhood.

The barn benefits the public both by providing scenic enjoyment from Quaker Street (a public way) and as a historic artifact preserved as part of the fabric of the Quaker District.

Since acquiring the barn as part of the property just over nine years ago, we have continued the preservation efforts of the prior owners, Shirl and Lucy Davison.

Over this period the land immediately behind the barn was excavated to expose the granite foundation of the barn. The barn had partially slid off of the foundation and large portions of it were blown out by frost heaving and soil pressure.

The barn was lifted from the foundation by a house moving company. The rear wall of the foundation was removed. Drainage and a new gravel footing were installed under the foundation. The foundation was re-laid using the original granite, dry laid as was done in 1790. Five suitable lengths of granite were selected from the foundation material to be used as support columns that are visible from Quaker Street.

The barn was pushed back into square and lowered back on to the foundation.

Drainage was installed in front of the barn and the front and rear drainage were run to a newly installed dry well with an outlet lower in the fields on the property.

The soil at the rear of the barn was regraded to reduce pressure on the foundation.

Previously, the barn was supported by cinder block pilons and makeshift posts. The cinderblock pilons were replaced with granite posts sourced from the rear foundation and set on buried concrete footings.

One by one, the makeshift posts under the barn were replaced by pressure treated wooden posts set on poured concrete footings.

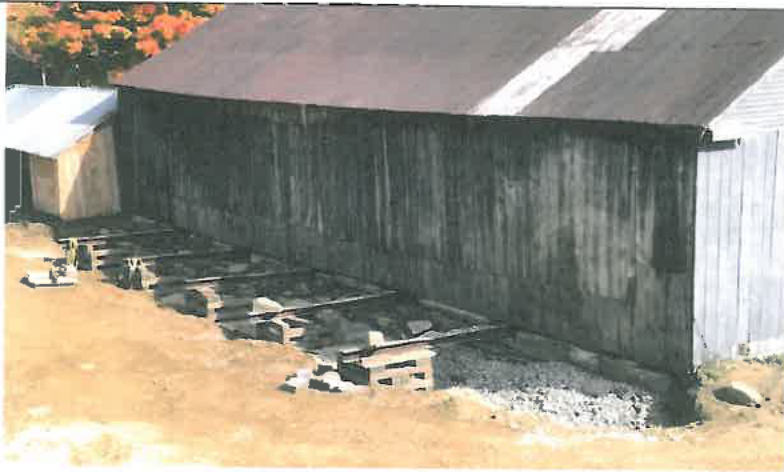
Structural repairs for a number of floor beams and roof trusses were made. Where needed, subflooring was replaced, with the original floors being reused on top to preserve the historic aesthetic quality of the structure. This work will continue in coming years.

Where items like doors have needed repair or replacement, we have attempted to match the style of the barn and treat the materials so that the patina matches the age of the barn.

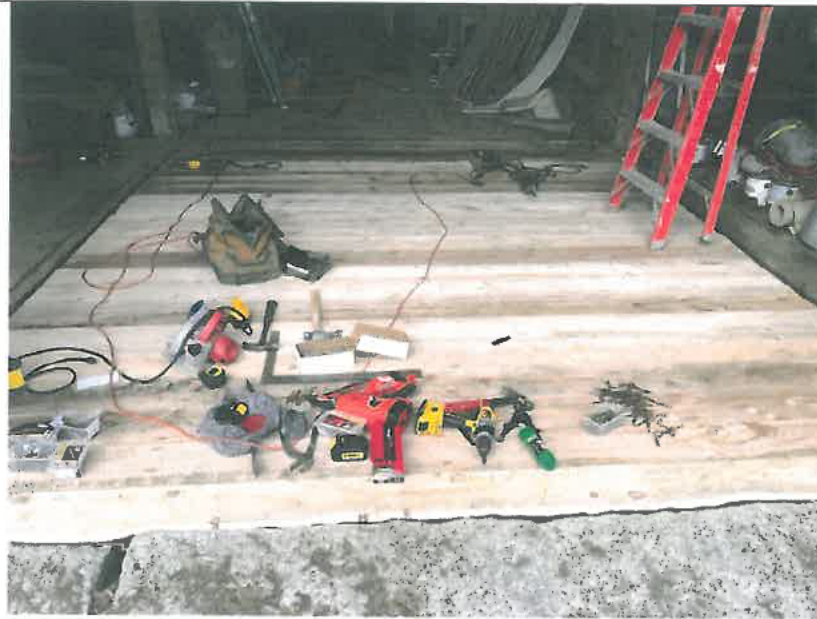
Please see included photos.

In coming years we plan to make additional structural repairs to the framing above the ground level, consistent with the historic style of the barn. We also plan to replace the soffit and to restore what would have been large swinging doors on the rear of the barn (where this is now a single small door). We plan to reglaze a number of sashes that are missing glass.

The granting of the requested Preservation Easement will facilitate these preservation activities and continued public benefit.



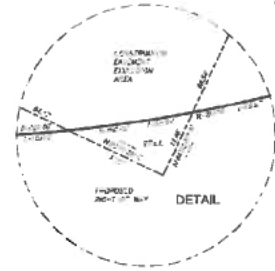
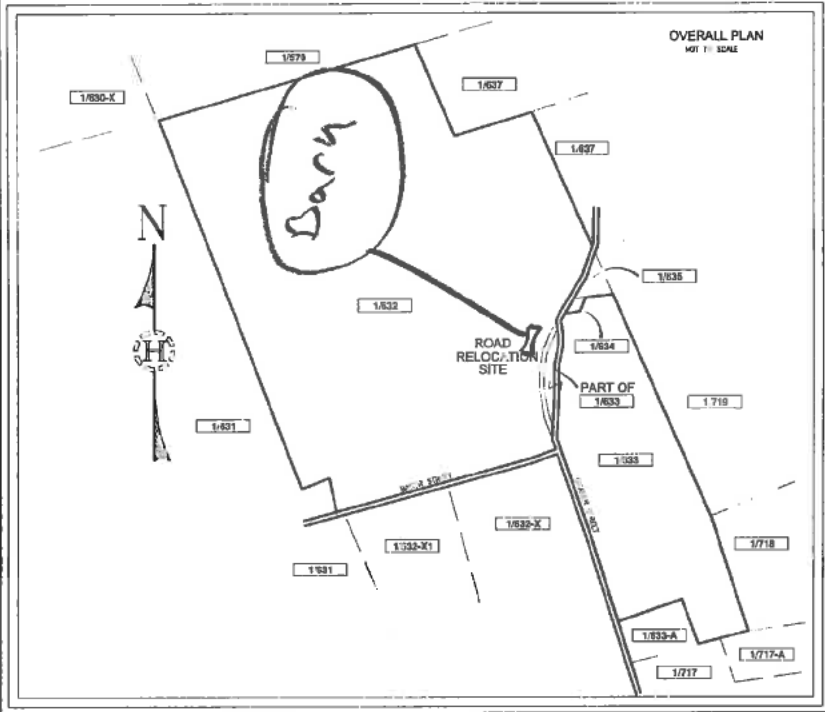






REFERENCE PLAN:
 CONSERVATION EASEMENT EXCLUSION AREA - LAND OF THE SHIPLEY L. AND LUCY F. DAVIDSON - HENNINGER FAMILY TRUST - QUAKER STREET, HENNIKER, NEW HAMPSHIRE - DEED REFERENCE: BOOK 2393 PAGE 748 MERRIMACK COUNTY - TAX MAP 1 LOTS 632, 633 AND 711 (SCALE 1/4"=1') DATED OCTOBER 21, 2008 BY STEPHEN P. FERRON (M.C.R.D. PLAN #

- LEGEND:**
- EXISTING DRIVE
 - LOT LINE
 - ADJUTANT LOT LINE
 - STONE WALL
 - FORMER LOT LINE
 - EXISTING EASEMENT LINE
 - OVER HEAD ELECTRIC LINE
 - ELECTRIC CABLE
 - ELECTRIC UTILITY POLE
 - GRANITE BOUND TO BE SET



CERTIFICATION:
 I CERTIFY THAT THIS PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS ANDWAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS ORWAYS ALREADY ESTABLISHED AND THAT THE STREETS ANDWAYS ARE SHOWN ON MAPS 67-18, 38 & 472, 145.

"THIS PLAN AND THE SURVEY UPON WHICH IT IS BASED, THIS KNOWING THE GROUND UNDER MY DIRECT SUPERVISION ON MAY 3, 2018 IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF NEW HAMPSHIRE AND THE TOWN OF HENNIKER, I THINK AND BELIEVE TO BE LOCATED WITH A TRANSVERSE ERROR OF CLOSURE BETTER THAN 1 PART IN 50,000, THE SURVEY PERFORMED TO BE CLASSIFIED AS AN URBAN STANDARD SURVEY (CATEGORY 1, CONDITION 1) AS COPIED IN THE STATE OF NEW HAMPSHIRE ADMINISTRATIVE RULES."

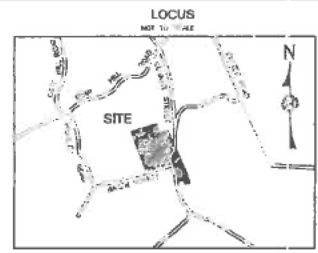
DATE _____ DANIEL B. HUNTER LICENSE #1000

IT IS HEREBY CERTIFIED THAT THE LANDS DEPICTED IN THIS MAP ARE OWNED BY TITLE OF RECORD AND THAT CONSENT TO THE APPROVAL OF SAID MAP IS GIVEN BY

DATE _____ WALTER S. POLLARD, JR.

DATE _____ CATHERINE M. FITZGIBBON POLLARD

Barn

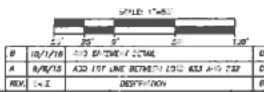


LOT AREAS

LOT	EXISTING	PROPOSED
1632	1084 ACRES	1084 ACRES
1633	274 ACRES	274 ACRES
FORMER R.O.W.	12,733 S.F.	0 S.F.
PROPOSED R.O.W.	0 S.F.	41,994 S.F.

- NOTES:**
- THE PURPOSE OF THIS PLAN IS TO DEPICT THE RE-LOCATED PORTION OF QUAKER STREET.
 - THE OWNERS OF TAX MAP 1 LOTS 632 & 633 ARE WALTER S. POLLARD JR. AND CATHERINE M. FITZGIBBON POLLARD 415 VALMONT AVE. JAMAICA PLAIN, MA 02130 (SEE M.C.R.D. BK. 3423 PG. 117) DATED 12/21/2017.
 - BOUNDARY INFORMATION FOR THE EXISTING AND PROPOSED RIGHT OF WAY OF QUAKER STREET DEPICTED HEREON ARE PER A FIELD SURVEY PERFORMED BY THIS OFFICE (11 MAY 3, 2018), HORIZONTAL ORIENTATION STATE PLANE COORDINATES PER GPS SOLUTION.
 - THIS PLAN IS IN CONFORMANCE WITH THE APPROVED TOWN MEETING VOTE OF MARCH 15, 2018 AS FOLLOWS:
 TO SEE IF THE TOWN WILL VOTE TO DISCONTINUE UNDER RSA 201:13, 360 FEET OF QUAKER STREET ALONG THE FRONTAGE OF THE PROPERTY LOCATED AT 74 QUAKER STREET, AND OFFERED BY WALTER AND CATHERINE POLLARD, AND ACCEPT THE RELOCATED QUAKER STREET UNDER TOWN ORDER TO BE CONDUCTED BY WALTER AND CATHERINE POLLARD IN ACCORDANCE WITH ALL STANDARDS REQUIRED BY THE BOARD OF SELECTMEN, SUBJECT TO THE CONDITION THAT THE RELOCATED QUAKER STREET BE CONSTRUCTED IN A MANNER ACCEPTABLE TO THE BOARD OF SELECTMEN, AND ALL COSTS ASSOCIATED WITH THE DISCONTINUANCE AND RELOCATION OF QUAKER STREET, INCLUDING BUT NOT LIMITED TO DESIGN, ENGINEERING, LEGAL, EMINENT DOMAIN, AND CONSTRUCTION BEING PAID BY WALTER AND CATHERINE POLLARD.
 - TAX MAP 1 LOTS 632 AND 633 ARE SUBJECT TO A CONSERVATION EASEMENT TO THE BOGERTY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS (SEE REFERENCE PLAN AND M.C.R.D. BK. 3423 PG. 117) DATED 12/19/16.

ROAD RELOCATION PLAN
 PREPARED FOR:
WALTER S. POLLARD JR.
 LAND OF:
 WALTER S. POLLARD JR. & CATHERINE M. FITZGIBBON POLLARD AND
 QUAKER STREET
TAX MAP 1 LOTS 632, 633 & QUAKER STREET
 HENNIKER, NEW HAMPSHIRE



DATE: _____ AUGUST 27, 2018

HIGGINSON LAND SERVICES
 LAND SURVEYING - SURVEYING SOFTWARE - PHOTOGRAMMETRY
 78 INTERSTATE HILL ROAD, HENNIKER, NH 03242
 TEL: 603-680-8412 FAX: 603-680-8413

REV.	DATE	DESCRIPTION	BY
B	10/17/18	100% COMPLETE	DB
A	8/6/18	ADD 107 LINE BETWEEN LOTS 633 AND 717	DB
REV.	DATE	DESCRIPTION	BY

Return to:
Town of Henniker
18 Depot Hill Road
Henniker, NH 03242

TOWN OF HENNIKER
DISCRETIONARY PRESERVATION EASEMENT
(RSA 79-D)

We, Walter S. Pollard, Jr. and Catherine M. Pollard, of the town of Jamaica Plain, County of Suffolk and State of Massachusetts, for ourselves, successors and assigns, for consideration paid, grant to the Town of Henniker, County of Merrimack, State of New Hampshire, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years, beginning April 1, 2023 to March 31, 2033, on the following historic agricultural structure including the land necessary for the function of the building, described as follows:

The property is located at 674 Quaker Street in the Town of Henniker, County of Merrimack and is described as a portion of Map 10 Lot 632, recorded in Volume 3423 Page 1147 at the Merrimack County Registry of Deeds. The structure is a 36' x 72' (2,592 square feet) Quaker barn, built in the 1790's. It is of post and beam framed construction, with hand-hewn beams and granite slabs. The curtilage for the use of the barn and the square footage of the barn combined is 3,136 square feet. The barn is situated in the historic Quaker District. The easement is depicted on the attached map.

The Town of Henniker agrees that the barn provides a demonstrated public benefit in accordance with the provisions of RSA 79-D:11. The structure is one of the few remaining barns in the Quaker District. It is an attraction for artists and photographers visiting the Historic District. Located in the immediate area of the barn is the historic Quaker Meeting House and the Quaker schoolhouse.

The terms of the Discretionary Preservation Easement hereby granted with respect to the above-described barn are as follows:

Maintenance of the property. Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, agree to maintain the barn in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D.

Assessment of the barn. Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, agree that the barn shall be assessed, during the term of the Discretionary Preservation Easement, based on twenty-five percent (25%) of full value assessment.

The assessment shall be based on the barn's use as an historical agricultural structure, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure. The barn is currently assessed at 75% depreciated.

Release, expiration, renewal, consideration.

- I. Release. Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, may apply to the Board of Selectmen of the Town of Henniker for a release from the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such easement Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, shall pay the following consideration to the tax collector of the Town of Henniker.
 - a. For a release within the first half of the 10 year easement 20 percent (20%) of the RSA 75:1 full value assessment of the barn and land.
 - b. For a release within the second half of the 10 year easement, 15 percent (15%) of the RSA 75:1 full value assessment of the barn and land.
- II. Renewal. Upon expiration of the term of the Discretionary Preservation Easement Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, may apply for a renewal and Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, and the Town of Henniker shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.
- III. Expiration. Upon final expiration of the terms of the Discretionary Preservation Easement there shall be no payment due from the grantors.
- IV. In the event that the barn is destroyed by fire, storm or other unforeseen circumstance not within the control of Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, the preservation easement shall be released without penalty.

- V. If, during the term of the preservation easement, Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, shall fail to maintain the barn in conformity with the foregoing agreement, or shall cause the barn to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated and a penalty assessed in accordance with Paragraph 1 (a) and (b) above.

Enforcement.

When a breach of this Easement comes to the attention of the Henniker Board of Selectmen, it shall notify Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, subject to the Easement, in writing of such a breach, delivered in hand or by certified mail, return receipt requested.

Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, shall have 30 days after receipt of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the conditions constitution said breach and to notify Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, thereof.

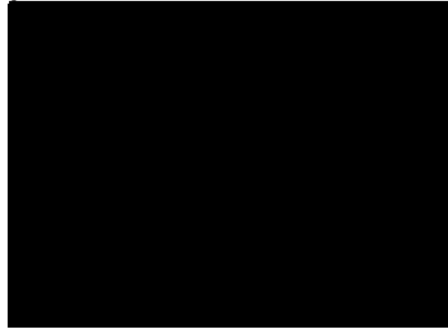
If Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, fail to take such curative action, the Board of Selectmen may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including the Board of Selectmen's expenses, court costs and legal fees, shall be paid by Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, provided that Walter S. Pollard, Jr. and Catherine M. Pollard, their successors and assigns, are determined to be directly or indirectly responsible for the breach.

The Town of Henniker, by accepting and recording this Discretionary Preservation Easement Deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Town of Henniker, in all furtherance of the preservation purposes for which this Discretionary Preservation Easement Deed is delivered.

WITNESS MY HAND this 25th day of May, 2023.



WITNESS



STATE OF MA
COUNTY OF SUFFOLK

Appeared before me this 25 day of MAY, 2023, the above signed Walter S. Pollard, Jr. and Catherine M. Pollard known to me or satisfactorily proven to be the same and acknowledged that they executed the same for the purposes contained therein.



Notary Public, Justice of the Peace

My commission expires: 03-10-2028

ACCEPTED this _____ day of _____, 2023
Town of Henniker.

By its Board of Selectmen

Kris Blomback, Chair

William Marko

D. Scott Osgood

Jeff Morse

Neal Martin

Walter S. Pollard, Jr. & Catherine M. Pollard: Discretionary Preservation Easement



NICOLE L. CASIMIR
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 10, 2028

CONTINUED BUSINESS

NEW BUSINESS



Town Hall
18 Depot Hill Road
Henniker, NH 03242

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

Incorporated November 10, 1768
"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 5/31/2023
TITLE: Crack Seal Bid
INITIATED BY: Leo Aucoin, Superintendent
PREPARED BY: Leo Aucoin, Superintendent
PRESENTED BY: Leo Aucoin, Superintendent

AGENDA DESCRIPTION: The Highway Superintendent has advertised for bids to crack seal some town roads. Only one bid was submitted from Henry Dow who has applied crack seal for the town for many years. I ask the Selectboard to accept Henry's bid and authorize the Superintendent of Highway to have the work done.

Legal Authority:

Financial Details:

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion:

No formal action is required.

H. W. DOW

Henry W. Dow

P.O. Box 247

Concord, NH 03302

April 26, 2023

Attention: Leon Aucoin, Road Agent

Town of Henniker

18 Depot Hill Rd.

Henniker, NH

Proposal for Crack Sealing for Town of Henniker

H.W. Dow will crack seal miscellaneous roads across town with hot rubberized crack sealer for the agreed price of \$4,200 per day over a five day period. All labor, materials, and traffic control are included. The roads we will do include:

1. Main Street
2. Old Concord Road from Main Street to the first intersection of RT 202-9.
3. Patterson Hill Road
4. Old Hillsboro Road from Morrison Road to the town line
5. Crescent Street
6. Bacon Road
7. Ridgetop Lane

Total Cost: \$21,000.00

Thank You,

Henry Dow

H.W. Dow



Town Hall
18 Depot Hill Road
Henniker, NH 03242

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

Incorporated November 10, 1768
"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 6/6/2023
TITLE: Foundation Wall Repair Bid Award Request
INITIATED BY: Marc Boisvert – Transfer Station Manager
PREPARED BY: Helga Winn - Executive Assistant
PRESENTED BY: Marc Boisvert – Transfer Station Manager

AGENDA DESCRIPTION: The Transfer Station Manager would like the Selectboard to accept the foundation wall repair proposal of Associated Concrete Coating, Inc. Only one bid was received after advertising it twice. I would like to award the bid to Associated Concrete Coating, Inc. in the amount of \$17,800.00.

Legal Authority:

Financial Details:

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion: Move to accept the bid and award it to Associated Concrete Coating, Inc. and authorize the Transfer Station Manager to sign the contract.



Proposal

Protecting Buildings From Top to Bottom Since 1969

476 Valley Street, Manchester, NH 03103

v. (603) 669-2780 fax (603) 669-3240

Henniker Transfer Station
1393 Weare Rd
Henniker NH
Attn: Marc Boisvert

Repair approx.. 102sf of foundation wall

- Demo approx. 51lf x 2' of concrete foundation to expose steel.
- Clean existing steel and coat with corrosion inhibitor
- Add new steel at locations of deteriorated steel
- Form and pour/pump fast setting repair mortar, some areas may need to be hand patched.

Seventeen Thousand Eight Hundred Dollars.....\$17,800.00

Jeff Guimont
Project Manager
Associated Concrete Coatings, Inc.
603-669-2780
Fax 603-669-3240
Cell 603-231-4558

PAST MEETING MINUTES

DRAFT

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



**Town of Henniker
Board of Selectmen Meeting
Tuesday, May 16, 2023, 6:00PM
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, Linda Clark

NON-PUBLIC #1

Item #1) Town Clerk/ Tax Collector's Office – Hiring

Motion to enter Nonpublic Session made by Selectman Osgood, seconded by Selectman Martin.

Specific Statutory Reason cited as foundation for the nonpublic session: RSA 91-A:3, II(b) The hiring of any person as a public employee. Roll call vote to enter nonpublic session: **Kris Blomback, yes; Bill Marko, yes; Neal Martin, yes; Jeff Morse, yes; Scott Osgood, yes.** Public meeting recording stopped. Entered nonpublic session at **6:00PM.**

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

Public session reconvened at **6:12PM.**

Selectman Marko motioned to seal the minutes, seconded by Selectman Osgood, because it was determined that divulgence of this information likely would render a proposed action ineffective. Roll call vote to seal the minutes: **Kris Blomback, yes; Bill Marko, yes; Neal Martin, yes; Jeff Morse, yes; Scott Osgood, yes. The motion passed unanimously.**

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.

CONSENT AGENDA

Item #2) Selectman Marko motioned to approve the Consent Agenda May 16, 2023, seconded by Selectman Morse. The motion passed, unanimously.

PUBLIC COMMENT #1

Mike Flecchia, of Craney Hill, first suggested an upgrade to the cameras at the Transfer Station. Secondly, he expressed his concern that the manholes have not been inspected. Chairman Blomback noted that there is activity in the manholes but understand Mr. Flecchia's concern. TA Kendall shared that upgrades are in the works at the Transfer Station and the Town will get a quote on cameras.

Kelly McCutcheon, of Broken Boat Farms, expressed her appreciation for a Town Hall employee's dedicated service. She also requested that as discussion on Chapter 16 – Special Event Permits moves forward that the Town look at some other town's Special Event Ordinances as examples.

DRAFT

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

CONTINUED BUSINESS:

Item #3) Chapter 16 Special Event Permits and Notification Requirements – 1st reading continued

The Selectboard continued their first reading of Chapter 16 Special Event Permits and Notification Requirements at the Board level. Discussion involved many aspects of edits, changes, and modifications, centering around making sure everything is clear and concise for the public. It was agreed that separating notifications from permits will simplify the process. The Selectboard also requested a flowchart to help ease understanding. The Board agreed to continue the first reading at the next meeting.

APPOINTMENTS WITH THE BOARD:

Item #4) Linda Clark – Posted signs for Littering, No Overnight Parking

Linda Clark shared that there is a lot of trash on Old Concord Road. Ms. Clark noted that she does her part to clean it up, but thinks some “no littering” signs, perhaps with a fine, might help deter people from littering. Selectman Osgood shared that there are a few entities that help clean up around the Town. Selectman Marko agreed with Ms. Clark’s concern but expressed the idea that someone who is so careless as to litter would not let a sign stop them. Selectman Martin noted that it is difficult to enforce littering ordinances.

Ms. Clark also shared that someone has been parking overnight and perhaps posting a “No Overnight Parking” sign at the location could help. Chairman Blomback noted that the Board is familiar with the situation and does not have permission to post a sign on that private property.

CONTINUED BUSINESS continued:

Item #5) Post Office Fence Removal

TA Kendall shared that the State has given permission to remove the fence. Discussion ensued on who might be able to remove the fence. **Selectman Martin moved that the Town Administrator reach out to the County Commissioners office to discuss removing the fence, seconded by Chairman Blomback. Motion carried unanimously.**

NEW BUSINESS

Item #6) Request to close Town Hall & Town Clerk/Tax Collector’s office at 1:00 p.m. for Employee Appreciation BBQ

TA Kendall requested closure of Town Hall and the Town Clerk / Tax Collector’s Office at 1pm for the Board of Selectmen’s Employee Appreciation Barbecue. **Selectman Marko moved to give permission to the Town Administrator to close Town Hall on May 25, 2023, from 1 p.m. until 4 p.m. so that employees may attend the Selectboard’s Employee Appreciation BBQ at Pats Peak, seconded by Selectman Morse. The motion carried, unanimously.**

Item #7) Request to change date of July 18, 2023, Selectboard Meeting

TA Kendall noted that The Board is meeting at the same time as the Concert Committee’s Blues, Brews, and BBQ’s event. She shared that she would like to be present at this high profile event, particularly because her name is on the liquor license. TA Kendall requested that the Board change the date of the July meeting. **The Selectboard agreed to move the July 18th meeting to July 11th.**

Item #8) Request to close Transfer Station on of Labor Day weekend, Saturday, September 2, 2023, and Sunday, September 3, 2023

TA Kendall noted that the Labor Day closure of the Transfer Station did not work well and would like ample time to inform the public. Discussion ensued on how to best serve the public during this holiday closure. **Selectman Marko Motion to authorize the closure of the Transfer Station Saturday September 2nd and Sunday September 3rd of Labor Day weekend and to extend the hours on Tuesday September 5th from 12PM to 7PM, Selectman Martin seconded. Motion carried unanimously.**

DRAFT

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

Past Meeting Minutes

Item #9) Acceptance of Board of Selectmen meeting minutes May 2, 2023

Selectman Marko moved to approve these minutes, seconded by Selectman Morse. The motion carried unanimously.

Communications

Item #10) Town Administrator Report

TA Kendall reported on the 2023 warrant, highway department hiring, and upgrades to the Town Hall office computers.

Item #11) Department Reports

No discussion on department reports

Item #12) Selectmen Reports:

Chairman Blomback reported that the EDC did not have a quorum for their meeting, and that the PFAC meeting will be on Monday.

Vice-Chairman Marko reported on the Road Management Committee and the Energy Committee.

Selectman Martin had nothing to report.

Selectman Morse had nothing to report.

Selectman Osgood reported on the Broadband committee and the Conservation Commission.

PUBLIC COMMENT #2:

Ruth Zax noted that the Concert Series will be starting soon.

NON-PUBLIC #2

Selectman Marko noted that the topics planned to be discussed in non-public are all public knowledge, and the conversation can be had in public session. TA Kendall gave background on a stone wall that intrudes on the public right of way. No names or addresses were used during this discussion. Chairman Blomback shared that the Board should issue a letter through their attorney setting a completion date. Selectman Marko noted that the completion date should give a reasonable amount of time. **Selectman Marko moved to instruct the Town Administrator to seek guidance with the attorney on moving the wall, and the intent of the Board is to have proof of a contract within 30 days and the wall removed to completion in 90 days. Selectman Morse seconded. The motion carried unanimously.**

OTHER BUSINESS

Selectman Morse asked the Board for approval to spend some time at the Wastewater Treatment Plant. He noted that some of his expertise may be useful over there. Discussion ensued. The Board consensus was that this was acceptable.

Selectman Marko moved to adjourn at 8:31PM, Selectman Martin seconded. The motion passed unanimously.

Respectfully submitted,

Hank Bernstein
Minute Taker

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: May 16, 2023

PLEASE PRINT

Name

Address

Michael Flechia

Crazy Hill

Jim Morse

Keith + Nancy Demoura

Western Ave

Lori Marko

Henniker

Kelly

Broken Boat Farm LLC

Russ Jay

Henniker

"The only Henniker on Earth."



Office of the Town Administrator

To: Board of Selectmen, employees, volunteers, and Town of Henniker
From: Diane Kendall, Town Administrator
Date: June 6, 2023
Ref: Town Administrator's Report

This report encompasses updates, activities, projects, and meetings May 16 to June 2.

Admin and Finance

Employees enjoyed an appreciation outing at Pat's Peak on May 25th. It was a great opportunity for the staff to network with the board and colleagues from other departments. Thank you to the Board of Selectmen and Pats Peak for hosting this event.

This week we said farewell to our longtime friend and colleague Russ Roy, his institutional knowledge and quick wit will be missed. Deputy FD Sherry Bradstreet is quickly adapting to her new role as Finance Director as she reorganizes and transitions processes and procedures. Department heads and Board of Selectmen can expect to see gradual changes.

The Finance Department has received a robust response to the advertisement for a Finance Assistant. Several candidates have been interviewed. We are continuing to evaluate the department's workflow needs and candidate qualifications.

Town/Clerk Tax Collectors office will soon announce the hiring of a deputy. We expect the position to be filled by June 20th. The tax collector has requested to meet with the Board of Selectmen on June 20th to review properties subject to the deeding process. Tax bills are scheduled to be mailed to property owners around the week of June 5th.

Our staff at the Town Office is eager to answer your questions and assist you in any way possible. Please call us at 603-428-3221 and visit our website www.henniker.org for up-to-date information about town services and events.

Memorial Day Parade

I was happy to attend the Henniker Memorial Day parade. It was a reverent and well attended event honoring Henniker's fallen veterans. Please notice the new veteran banners installed at Woodman Park installed by Concord for Hometown Heroes (Matthew Wieczhalek-Selier). Thank you to the Beautification Alliance, Parks staff and all others who volunteered to make the day a success. Some take aways for next year are to sound check in advance and provide sanitary facilities at the Community Center and Town Office.

Wastewater

We submitted a pre-application for 2023 Clean Water State Revolving Funds (CWSRF) for \$1.5 million-dollar supplemental project to address screening and screening handling, install new plant water system and address energy efficiencies. The project will include a new fine screen, compaction, and conveyance system at an estimated cost of \$650k. It will be located either at the headworks to replace the existing manual bar rack or at the influent pumping station to replace the existing grinder. The new screening system will require wash water and the project will also include a new plant water system to eliminate use of potable Town water at an estimated cost of \$100k. The project will include a new SCADA system for improved operational control, new nitrate recycle system to save/regain oxygen and alkalinity, effluent flow metering system, VFDs for optimized control to replace existing 15-20-year-old equipment and new site-wide lighting to replace existing 47-year-old lighting. The estimated cost for these energy efficiency components is \$400k. Many of these are items that cannot be completed under the current \$3.2M upgrade due to project inflation since the original 2018 estimate.

On Friday June 2, I met with Underwood Engineering and the Wastewater Staff to discuss plans to purchase and install screening at the headworks. The department enthusiastically supports this purchase. The department will look at different options for installation.

The dewatering equipment belt press is nearing its end of life. Parts are very difficult to find for replacement. The staff is commended for their Yankee ingenuity to keep it going. The press is scheduled to be replaced with the current upgrade but due to the urgency of its degrading condition, we are pursuing a pre-purchase process to move it up in the schedule. Even with a pre-purchase it could take 12-15 months before it could be installed. The department might seek to utilize a combination of existing ARPA funds and WWTP fund balance for the project.

We toured the existing septage receiving and pumping infrastructure and discussed pros/cons, options and necessary upgrades and process improvements to receive septage from local haulers.

Broadband Committee

The committee will meet on Wednesday June 7th to discuss the issuance of an RFP for broadband Improvement Implementation. The Town is soliciting proposals to further improve broadband coverage in the town to specifically address the needs of the community with the infrastructure of the future, fiber to the premise for all residents and businesses. The Town's desire is to form a partnership(s) with one or more providers who can address this goal. The Town does not want to operate or be an owner of the system.

Solid Waste and Recycling Committee

I attended the committee held a kickoff meeting on Tuesday May 30th. They had lively conversations about policies and problem solving. Minutes of the meeting are available on the website and at town hall.

Special Event Permit and Notification

Town staff and fire chief are continuing to make edits as requested by the board. The next updates will be ready for the board's review at the June 20th meeting. Documents including the process flow chart will be placed in the Boards shared drive for their inspection.

Economic Development Committee

The EDC has invited Central NH Regional Planning Commission to the September meeting to hear about EDC strategies and collaborations. The EDC will also review the 2011 original purposes and tasks as directed by the Board of Selectmen.

Community Park and Angela Robinson Bandstand and Other Town Property

The bandstand has been painted and decking stained. The drainage project is complete and seeded. Thank you to the Lions Club and NexTrex. New benches have been installed on either side of the Town

Hall entrance by our Parks and Properties staff. We've received some concern about returning nuisance and destructive tent caterpillars. The town has no plan or budget funds to combat this pest.

Post Office Fence

I contacted County Commissioner David Lovlien for assistance with the removal of the NHDOT fence in disrepair at the Post Office. Commissioner Lovlien spoke with DOT Commissioner Cass who reported the worker shortage, and 35% vacancy rate restricts resource allocation to critical projects however he will look into the matter.

Litter

At the last meeting the board heard a complaint about excessive trash litter along town roads. Volunteers are making a heroic effort to keep Henniker beautiful, but they may not be able to keep up. I reached out for county level assistance for litter clean-up along Henniker roads. I expect to hear back from Commissioner Lovlien by next week.

ARPA Prioritization

A strategy to engage department heads and 2 members of the board to collaborate on the project priorities may not take off. We will know more by the next Selectboard meeting.

Craney Hill Communications Tower

The Request for Project Review by the New Hampshire Division of Historical Resources has been submitted. Next steps are to develop an RFP for construction. No construction or purchases can be made until the Environmental and Historical Review is approved.

Old Concord Road Fire Pond

The project is in the process of permitting.

There are several educational opportunities coming up for staff, volunteers, and elected officials. Please visit the [NHMA website calendar](#) for more information.

State and NHMA:

- [NHMA NewsLink Your Source for Local Government Information](#)
- [2023 NHMA Legislative Bulletin 10 | New Hampshire Municipal Association \(nhmunicipal.org\)](#)
- [state aid to municipalities.pdf \(nhmunicipal.org\)](#)
- [NHMA Important Dates Calendar](#)
- [OSI Planning and Zoning Training | Planning Division | NH Office of Strategic Initiatives](#)
- [Town by Town Public Tax Rates](#)
- [2023 Local Officials Workshop](#)
- [Academy for Good Governance](#)
- [Events and Training](#)

Warm regards,

Diane Kendall

Town Administrator

CORRESPONDENCE

TOWN OF STRAFFORD

INCORPORATED 1820

Planning and Zoning Office
Tel: 603-664-2192 Ext 105

Post Office Box 23
Center Strafford, NH 03815

May 18, 2023

Applicant: Navigator Properties, LLC (Mariner Tower)

Subject: Non-Residential Site Plan Review for **TWO** Telecommunications Facilities

Purpose of Plan: Navigator Properties, LLC is submitting applications for approval to construct **two** free-standing 160 foot tall lattice-style telecommunications towers with a base equipment compound in order to accommodate ground-based telecommunications equipment.

Locations: 15 Strafford Road (Tax Map 11, Lot 83)
Property Owners: Gail J. Barry & Michael A. Barry Jr.

581 Barn Door Gap Road (Tax Map 14, Lot 13)
Property Owner: Jessica M. McMahan

Received by
TOWN OF HENNIKER

MAY 24 2023

SELECTMEN'S OFFICE

You are being notified as required by RSA 12-K:7 Deployment of Personal Wireless Service Facilities.

Dear City/Town:

Please be advised of a public meeting of the Planning Board of the Town of Strafford on Thursday, June 1, 2023 at 6:30 PM at the Town Hall. You are being notified in accordance with NH RSA 676:4 that the application referenced above is on the agenda for the meeting at the above date and time.

Planning Board meetings are open to the public and interested parties are urged to attend for their own benefit and information; they are not required by law to attend. You may appear in person or by counsel or agent. If the Board accepts or conditionally accepts the application for review, in accordance with NH RSA 676:4, a **Public Hearing** will be opened immediately following this review, at this same meeting, in order to allow for official public comment. Sometimes, hearings do get continued, and the continued date is announced at the meeting. *The abutters are not re-notified.* This application will remain on the Planning Board's agenda until such time as it is approved or disapproved.

If you have an opinion, but cannot attend the hearing, you are welcome to send in written correspondence. Your written comments, addressed to the Chairman of the Planning Board, must be received prior to the meeting.

The application that is the subject of this hearing is available for review at the Planning and Zoning Office at the Strafford Town Hall during normal business hours.

PLANNING BOARD
Town of Strafford

May 17, 2023

Ms. Diane Kendall
18 Depot Hill Road
Henniker, NH 03242

Dear Ms. Kendall,

Henniker can save money on electricity with no upfront costs, no investment of capital, no use of your land, and no downside risk. When you participate in New Hampshire's net metering program, you benefit from lower-cost clean energy produced by an off-site solar facility. If you'd like to host an on-site solar facility on your land, we should talk about that too!

In its first year of operation, Kearsarge's Dunbarton Road facility in Manchester has already saved tens of thousands of dollars in electricity spending. Kearsarge developed, owns, and operates the facility which is featured in the Union Leader article on the back of this page. It is the largest facility operating under New Hampshire's net metering program. Kearsarge has an active pipeline of 29 similar projects in New Hampshire and plans to add even more projects to its pipeline.

Henniker's participation in net metering guarantees savings using credits from the off-site solar facilities. The credits are administered by the electric utilities, such as Eversource and Liberty, regulated by New Hampshire Public Utilities Commission. The credits reduce the amount you pay for electricity.

Serving New England since 2009, Kearsarge has a unique business model focused on long-term municipal and public partnerships. Kearsarge does not sell its projects to national financial organizations the way others do. Rather, we are a consistent reliable partner for the entire life of a solar facility. As one of the largest owners and operators of solar and energy storage facilities in New England, Kearsarge has developed over 70 such facilities representing more than 220 MW. We offer excellent references.

Capacity of the facilities is limited, and money-saving benefits are available on a first-come, first-served basis.

I am responsible for Kearsarge's municipal partnerships. At a time convenient for you, I'd like to speak about a long-term partnership to guarantee savings for Henniker. I will try to reach you by phone or email to schedule a time to speak. If you would like faster access to these benefits, I would welcome your contact at mbliss@kearsargeenergy.com or 617-821-0422. I'd look forward to speaking with you.

Sincerely,



Malcolm D. Bliss
Senior Director of Power Markets

You can receive guaranteed savings from an off-site solar installation similar to this.

No upfront cost, no investment of capital, no use of your land, and no modifications to your facilities.

Shining Bright: A New Solar Array in Manchester

Published in Union Leader, Feb 21, 2022



This aerial view shows the large solar array built on Manchester's capped landfill, turning seemingly unusable land into a benefit. Photo Provided by Kearsarge Energy

Turning a capped landfill into a financial and environmental asset.

The Manchester Landfill located at 500 Dunbarton Road had been capped in 1999 and lay dormant for major development for more than 20 years. While the solid waste drop-off facility has continued to operate as normal, the capped landfill, across I-93 from Manchester Community College, was a resource that had been evaluated for years without ever being fully utilized for further development.

Given the nature of the soils, a solar array that could help provide additional energy for the local grid, seemed like a viable option, but local legislation only allowed projects to produce up

to a one-megawatt (MW) of power. However, the project team of the City of Manchester, Kearsarge Energy, and Fuss & O'Neill moved ahead with a maximized design of 3.3 MW, even as the net metering program did not yet allow for projects over 1 MW early in the project's development.

Fuss & O'Neill provided site and civil design, as well as survey and permitting. The permitting through New Hampshire Department of Environmental Services (NHDES) involved multiple bureaus and permits; the Bureau of Land Resources Management for an Alteration of Terrain Permit and the Waste Management Bureau for a Type 1B Post Closure Use Permit Modification.

The solar array allows the city to take advantage of the landfill as an asset, generating significant financial and environmental benefits. It can generate up to 3.3 MW of power, making it the largest array in New Hampshire. With more than 8,000 panels, it will supply 3.8 million kilowatt hours of clean energy to the power grid on an annual basis. With non-productive land, options for redevelopment were limited and could incur high expenses for construction and upkeep. A solar array supports the state's environmental initiatives. U.S. Secretary of Energy Jennifer M. Granholm backed this redevelopment decision after a visit to the Dunbarton site in September 2021.

The completion of this project, and working towards goals for more renewable energy sources, was realized in large part to the innovative partnership formed between the project team, as they worked with various entities, both public and private to achieve a successful project. From direct sunlight exposure, the solar array can power approximately 350 average homes annually.

Manchester has recently progressed with more clean energy investments, including the incorporation of energy-efficient buses to the Manchester Transit Authority fleet and the conversion of city lights to more efficient LED lights. Adding solar power to the energy mix was something that the city had been after for years and now has come to fruition. The city continues to make strategic investments in clean energy, benefitting the environment and moving the community forward.

Deputy Public Works Director Tim Clougherty notes, "When coupled with energy efficiency initiatives, Energy Star compliance, and participating in the EPA Better Buildings Challenge, this project represents the latest example of the city's forward-thinking regarding conservation."

Through energy cost savings and personal property taxes, Manchester is estimated to earn more than \$500,000 over 20 years. Additionally, the array will offset more than 2,700 metric tons of CO₂ per year. This innovative project holds the future value of being used as a blueprint for other potential landfill redevelopment projects.

Clean Water State Revolving Fund (CWSRF) Pre-Application

version 2.1

(Submission #: HPT-X40N-17HFP, version 1)

Details

Originally Started By Catherine M Laliberte

Alternate Identifier Town of HennikerHenniker Wastewater Treatment Facility Upgrade Supplemental

Submission ID HPT-X40N-17HFP

Status Draft

Form Input

Applicant Contact Information

Loan Applicant
Town of Henniker

Loan Applicant Mailing Address

18 Depot Hill Rd
Henniker, NH 03242

Contact Information**Primary Contact****Prefix***Mr.***First Name**

David

Middle Name*J***Last Name***Mercier, P.E. (NH, VT)***Title***Vice President***Organization Name***Underwood Engineers, Inc.***Phone Type**

Business

Number

603-230-9898

Extension**Email**

dmercier@underwoodengineers.com

Business Mailing Address

99 North State Street

Concord, NH 03301

Is the primary contact listed above the owner?

No

Please note when the owner is not listed as the primary contact the owner must be listed as the secondary contact.

Secondary Contact Information**Secondary Contact Information****Prefix***Ms.***First Name**

Diane

Middle Name*NONE PROVIDED***Last Name***Kendall***Title***Town Administrator***Organization Name***Town of Henniker***Phone Type**

Business

Number

603-428-3221

Extension

105

Email

diane.kendall@henniker.org

General Project Information

Project Name

Henniker Wastewater Treatment Facility Upgrade Supplemental

Project Location

Henniker, NH

Is the pre-application for development of an Asset Management Program?

No

Please select your project category. Ranking criteria will be displayed based on your selection.

Wastewater

You have selected a Wastewater pre-application. Please note pre-applications for the wastewater projects cannot be combined with emerging contaminant projects.

Please select the option below that describes your project.

b. The project only includes infrastructure components.

Please select the type(s) of wastewater infrastructure project(s) you are proposing. Check all that apply to this project.

Advanced WWTF Upgrade

Pump Station (PS) Upgrade/Replacement

Brief description of the proposed project and need:

\$1.5 million dollar supplemental project to address screening and screening handling, install new plant water system and address energy efficiencies. The project will include a new fine screen, compaction and conveyance system at an estimated cost of \$650k. It will be located either at the headworks to replace the existing manual bar rack or at the influent pumping station to replace existing grinder. The new screening system will require washwater and the project will also include a new plant water system to eliminate use of potable Town water at an estimated cost of \$100k. The project will include a new SCADA system for improved operational control, new nitrate recycle system to save/regain oxygen and alkalinity, effluent flow metering system, VFDs for optimized control to replace existing 15-20 year old equipment and new site-wide lighting to replace existing 47 year old lighting. The estimated cost for these energy efficiency components is \$400k. Many of these are items that cannot be completed under the current \$3.2M upgrade due to project inflation since the original 2018 estimate.

Project Description Attachment, Optional

NONE PROVIDED

Comment

NONE PROVIDED

Please provide the date (or future date) when the authority to borrow was, or is expected to be, obtained (i.e., date of town meeting/city council approval to borrow funds).

03/31/2024

Estimated Timeline and Cost Information Table

Funding Type	Start Date	Completion Date	Cost (\$)
Scope, *Report Phase Engineering	4/20/2024	9/30/2024	0
Design Engineering*	10/1/2024	5/30/2025	100,000
Construction Engineering*	8/1/2025	12/31/2026	100,000
Construction	8/1/2025	12/31/2026	1,300,000
			Sum: 1,500,000

Are the cost estimates for the project supported by a document (e.g., facility plan, preliminary design, report, etc.) that is signed by an engineer?

Yes

Please identify the engineer (and firm) responsible for the document that includes the cost estimates.

David J. Mercier, P.E., Underwood Engineers, Inc.

Please provide a citation for the report/document that includes the cost estimates.

Preliminary Design Report by Underwood Engineers dated 03/31/2023

Is the amount of money you wish to borrow less than the cost estimate above?

No

Project Attributes

1. Does your project include the implementation of comprehensive energy audit measures?

Yes

Has a comprehensive energy audit been conducted at the facility?

Yes

Please provide the date the energy audit was completed or is estimated to be completed.

12/31/2021

What is the dollar value of the estimated project cost directly related to the implementation of comprehensive energy audit measures?

200,000.00

Please provide a description of the specific measure(s), including the measure ID (i.e. OM#2, ECM#2, ESM#1) from the audit report, that will be implemented as part of this project.

Unknown

Population Receiving Collection

Population Description	Current Population Value	Projected Design Population
Current Resident Population served by the facility.	1,850	1,850
Current Non-Resident Population served by the facility.	0	0
	Sum: 1,850	Sum: 1,850

Is your project within an impaired waterbody assessment unit?

No

Is there additional information regarding the project attributes that you would like to provide?

NONE PROVIDED

Ranking Criteria for Wastewater Planning/Infrastructure and Emerging Contaminants Projects

Please include the National Pollutant Discharge Elimination System (NPDES) permit number that will be affected by the proposed project.

NHG580018

Please include the GWD permit number that will be affected by the proposed project.

N/A

Category 1: Protection of Water Quality and Public Health

NONE PROVIDED

What Green Project Reserve Project Types do you have?

Water Efficiency

Energy Efficiency

GPR Certification

GPR points will not be awarded if adequate information, including reasonable estimated costs for GPR-related items, is not included in the pre-application. It is expected that any GPR-related items claimed in this pre-application will be incorporated into the design of the project.

I have read and understand the statement above.

Yes

GPR Eligibility – Water Efficiency

Eligible Projects	Costs (\$) for this GPR	% Project Costs
Recycling and water reuse projects that replace potable sources with non-potable sources such as gray water, condensate and wastewater effluent reuse systems where local codes allow the practice.	100,000	6.666666666666667
	Sum: 100,000	Sum: 6.666667

GPR Eligibility – Energy Efficiency

Eligible Projects	Costs (\$) for this GPR	% Project Costs
Upgrade of POTW lighting to energy efficient sources such as LEDs.	60,000	4
SCADA systems.	10,000	0.666666666666667
Variable Frequency Drives.	130,000	8.666666666666668
NONE PROVIDED	NONE PROVIDED	0
	Sum: 200,000	Sum: 13.333333

Category 3: Aging Infrastructure

- a. Replacement or upgrade of aging infrastructure.
- b. Implementation of project identified through criticality analysis in an asset management program.

3a. Please describe what assets in the project are identified as aging infrastructure as well as how these assets were identified.

Aeration tank blower and RAS pump VFDs, effluent flow metering, aeration tank mixers and site lighting identified from the Asset Management Program.

3b. Please provide a narrative describing the asset management program and the general asset groups included in the program.

The Town has a well functioning data collection system for the wastewater treatment and collection system. This is used to update inventory with condition assessment and criticality based on inspection findings to determine repair, replacement or upgrades. This information is then used to schedule and budget for repairs, replacement or upgrades.

3b. Please describe the steps taken for identifying the project through a criticality analysis process.

The AMP program is used to identify the condition assessment and criticality with a priority list generated by the wastewater staff. This is then communicated between the Town Management and Select Board.

3b. Asset Management Program Documentation

Henniker Sewer AMP FINAL.pdf - 05/25/2023 09:57 AM

Comment

Wastewater System Asset Management Program
Henniker, NH by Underwood Engineers dated 09/20/2019

Category 4: Sewer Extensions

NONE PROVIDED

Is there additional information specific to the wastewater ranking questions above you would like to provide?

We believe this project should receive 20 points for Category 1b for nitrate recycle, 16 points for GPR, and 30 points for Category 3b for a total of 66 points.

Final Comments for NHDES

Did you find the electronic format helpful?

Yes

Please describe the ease of filling out this form.

Generally easy but with some confusing sections.

Do you have any suggested improvements for the form?

NONE PROVIDED

Attachments

Date	Attachment Name	Context	Confidential?	User
5/25/2023 9:57 AM	Henniker Sewer AMP FINAL.pdf	Attachment	No	Catherine Laliberte