



TOWN OF HENNIKER, NEW HAMPSHIRE

SELECTMEN AGENDA

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

Tuesday November 1, 2022

6:15 PM

6:15 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

IV. CONSENT AGENDA

- 1) Consent Agenda November 1, 2022

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

- 2) Alan Brown request to Donate Funds for Azalea Park Bench

VII. CONTINUED BUSINESS

- 3) ARPA Fund request update
- 4) Re-establish Solid Waste and Recycling Committee next steps

VIII. NEW BUSINESS

- 5) Committee, Commission Appointments
 - a. Ballot Clerk/Election worker Appointment
 - b. Building Code Advisory Committee Selectboard Representative
- 6) Police Department ARPA Grant for AED acceptance
- 7) Proposal for Police Facility Assessment Committee – Chairman Blomback
- 8) Army Corp of Engineers Easement Agreement – WWTP Pump Station
- 9) Land Use Change Tax release and record
- 10) Tax rate and budget schedule update
- 11) Election November 7 Selectboard Schedule
- 12) Annual Report Dedication

IX. TABLED BUSINESS

Request for crosswalk on Main St Tabled pending more information CNHRPC

X. PAST MEETING MINUTES

13) Acceptance of Board of Selectmen Minutes October 18, 2022, 6:15pm

14) Acceptance of Board of Selectmen Non-Public Session October 18, 2022 8:24pm

XI. COMMUNICATIONS

15) Town Administrator Report

16) Correspondence - Letters and Notices

17) Department Reports

18) Selectmen Reports

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

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

XIV. ADJOURNMENT

XV. UPCOMING DATES 2022

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 to items on a meeting agenda and/or matters pertaining to the business of the Selectmen. In addition, public hearings may be scheduled for public comment on specific matters. Speakers must be residents of the Town of Henniker, property owners in the town of Henniker, and/or designated representatives of recognized civic organizations or businesses located in the Town of Henniker. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the board and not to any individual member. Each speaker shall be provided a single opportunity for comment, limited to three (3) minutes. Public forum shall be limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Board may not have discussed or taken a position on a matter. Public Comment is not a two-way dialogue between speaker(s), Selectmen, and/or the Town Administrator. The Chair will preserve strict order and decorum at all Board of Selectmen meetings. Outbursts from the public are not permitted.



TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA

Tuesday, November 1, 2022

Consent Agenda

- Item 1:** Land Use Change Tax – Lot 572-XX1
- Item 2:** Land Use Change Tax Warrant – Lot 572-XX1
- Item 3:** Land Use Change Tax – Lot 562-B
- Item 4:** Land Use Change Tax Warrant – Lot 562-B
- Item 5:** Land Use Change Tax – Lot 675-B
- Item 6:** Land Use Change Tax Warrant – Lot 675-B
- Item 7:** Veteran’s Tax Credit Application – Lot 480-A
- Item 8:** Veteran’s Tax Credit Application – Lot 612-B11
- Item 9:** Solar Exemption Application – Lot 549-FX
- Item 10:** Accounts Payable Check Register – October 26, 2022
- Item 11:** Payroll Check Register & Earnings Summary – October 26, 2022
- Item 12:** NHMA Disposition of Legal Files

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.

Telephone
603-428-3221

18 Depot Hill Road
Henniker, NH 03232
www.henniker.org

FAX
603-428-4366

FORM
A-5W

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

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

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL ROAD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of:	\$ 1,220.00
Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at HENNIKER, NH	
(f) This day of NOVEMBER 1, 2022	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY JUSTIN L. & TAMMIE L. CASTRO	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 147 SHOOL STREET, REHOBOTH, MA 02769	
(h) MUNICIPAL TAX MAP 7	LOT NUMBER 562-B

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

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
KRIS BLOMBACK		11/1/2022
PETER R. FLYNN		11/1/2022
TIA HOOPER		11/1/2022
D. SCOTT OSGOOD		11/1/2022
WILLIAM MARKO		11/1/2022

FORM
A-5W

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

INSTRUCTIONS

WHEN TO FILE

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

WHO MUST FILE

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

WHERE TO FILE

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

TAX COLLECTOR PROCEDURES

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

WHEN TAX IS DUE

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

COLLECTION OF UNPAID TAX

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

ADA

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

NEED HELP?

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

LINE-BY-LINE FORM INSTRUCTIONS

STEP 1

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

STEP 2

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

STEP 3

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

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME CASTRO	FIRST NAME/CORPORATION/TRUST NAME JUSTIN	INITIAL L
	LAST NAME/CORPORATION/TRUST NAME CASTRO	FIRST NAME/CORPORATION/TRUST NAME TAMMIE	INITIAL L
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 147 SCHOOL STREET		
MUNICIPALITY REHOBOTH		STATE MA	ZIP CODE 02769

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION BROWNS WAY		MUNICIPALITY HENNIKER	COUNTY MERRIMACK
	(c) TOTAL ACRES OF PARCEL 11.7	PARCEL TAX MAP AND LOT # 7	562-B	DEED BOOK AND PAGE # 3698 1357
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

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

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

(a) Owners Name When Land Was First Recorded in Current Use: MICHAEL & CAROL CROCKER	DEED BOOK AND PAGE # 2893 1678	
(b) Total Number of Acres Originally Enrolled in Current Use	11.7	
(c) Total Number of Acres Previously Released Since The Original Recording	0	
(d) Number of Acres Subject to the LUCT Per This Assessment	0.25	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	11.45	

FORM
A-5

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: ACCESS, SITE, STORAGE CONTAINER W/SOLAR PANELS FOR CAMP USE DISC. DURING FIELD REVIEW.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022
(c) Full and True Market Value at Time of Change in Use	\$ 12,000.00
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 1,200.00 + \$20.00 fee=

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

\$1,220.00

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME CASTRO		FIRST NAME/CORPORATION/TRUST NAME JUSTIN L. & TAMMIE L.	INITIAL
MAILING ADDRESS 147 SCHOOL STREET			
MUNICIPALITY REHOBOTH	STATE MA	ZIP CODE 02769	
(b) Actual Date of Change in Use (MM/DD/YYYY)		08/04/2022	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)		11/01/2022	
(d) Full and True Market Value at Time of Change in Use		\$ 12,000.00	
(e) Land Use Change Tax Due		\$ 1,200.00 + \$20.00 fee=	

FORM
A-5

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

(continued)

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

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

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

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

FORM
A-5

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

WHO MUST FILE

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

WHEN TO FILE

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

WHERE TO FILE

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

BILLING AND COLLECTION OF THE TAX

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

APPEAL OF LAND USE CHANGE TAX

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

ADA

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

NEED HELP?

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

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

LINE-BY-LINE INSTRUCTIONS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

STEP 7

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

STEP 8

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

September 9, 2022

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

Re: LUCT Recommendations/findings from Field Review:

Map 7 Lot 562 Sub B (Browns Way, Justin L & Tammie L Castro)

Dear Helga & Board Members:

The following sales were reviewed and relied upon in my determination of fair market value for the parcel noted below:

Map & Lot	Sale Date	Sale Price	Acreage
8-581-X2	04/05/21	\$93,000	2.690 (Deport Hill, Seasonal Views/Cleared)
8-540-X9	05/05/21	\$92,000	7.880 (Weare Road, Wooded)
7-568-C2	05/21/21	\$99,000	13.07 (Cote Hill Road, Steep Acc, Views)
8-582	08/06/21	\$135,000	13.00 (Flanders Road)
5B-102-X2	12/20/21	\$93,000	2.090 (Diamond Drive, Wooded)
5C-359-J	06/03/22	\$79,000	4.69 (Deer Run Rd, Wet/CTD)
8-581-X2	06/13/22	\$130,000	2.69 (Depot Hill Rd, Cleared)

Map 7 Lot 562 Sub B (Old PID 1-562-B)

The above-referenced parcel consists of 11.7 acres all in current use. However during field review, it would appear a storage container with solar panel, etc. was recently placed on the property for camp use (property was posted no trespassing). The estimated 0.250 acre area for the access, site, storage container, etc. was determined to be 0.250 acres. This 0.250 acre area is merely what we would call an outbuilding site, as the area disturbed would not support a house site due to its size, etc. The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access, topography, time, outbuilding only, etc., it is my opinion this 0.250 acre outbuilding site has a market value of \$12,000, revealing a \$1,200 LUCT (\$12,000 x 10%). The date of change should be noted as 8/04/22, the date the LUCT violation was discovered on field review. Additionally, I would request the taxpayer, pursuant to the state statute; provide an updated current use map. Once this recommendation is received, a land use change tax form (A-5) and the tax warrant need to be completed, signed by the Board and provided to the Tax Collector for processing.

Sincerely,

Signed & Mailed 9/13/2022

Evan Roberge, Assessor Supervisor – Avitar Associates

FORM
A-5W

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

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

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL ROAD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of:	\$ 8,520.00
Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at HENNIKER, NH	
(f) This day of NOVEMBER 1, 2022	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY JOHN J. DUR	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS P.O. BOX 2249, HENNIKER, NH 03242	
(h) MUNICIPAL TAX MAP 7	LOT NUMBER 572-XX1

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

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022

INSTRUCTIONS

WHEN TO FILE

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

WHO MUST FILE

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

WHERE TO FILE

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

TAX COLLECTOR PROCEDURES

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

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

ADA

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

NEED HELP?

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

LINE-BY-LINE FORM INSTRUCTIONS

STEP 1

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

STEP 2

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

STEP 3

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

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME DUR	FIRST NAME/CORPORATION/TRUST NAME JOHN	INITIAL J
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS PO BOX 2249		
MUNICIPALITY HENNIKER		STATE NH	ZIP CODE 03242

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION 120 BEAR HILL ROAD		MUNICIPALITY HENNIKER	COUNTY MERRIMACK
	(c) TOTAL ACRES OF PARCEL 34.5	PARCEL TAX MAP AND LOT # 7	DEED BOOK AND PAGE # 572-XX1 2404 0789	
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

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

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

(a) Owners Name When Land Was First Recorded in Current Use: CHARLES & MAE HOGG	DEED BOOK AND PAGE # 863 487	
(b) Total Number of Acres Originally Enrolled in Current Use	34.5	
(c) Total Number of Acres Previously Released Since The Original Recording	0.01	
(d) Number of Acres Subject to the LUCT Per This Assessment	1.49	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	33.00	

FORM
A-5

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

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: SHEDS, CAMPER, WELL & ELECTRIC ADDED AND AREA DEVELOPED FOR FUTURE HOUSE SITE.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022
(c) Full and True Market Value at Time of Change in Use	\$ 85,000.00
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 8,500.00 + \$20.00 fee =

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

\$8,520.00

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
KRIS BLOMBACK		11/01/2022
PETER R. FLYNN		11/01/2022
TIA HOOPER		11/01/2022
D. SCOTT OSGOOD		11/01/2022
WILLIAM MARKO		11/01/2022

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME DUR		FIRST NAME/CORPORATION/TRUST NAME JOHN		INITIAL J
MAILING ADDRESS PO BOX 2249				
MUNICIPALITY HENNIKER		STATE NH	ZIP CODE 03242	
(b) Actual Date of Change in Use (MM/DD/YYYY)		08/04/2022		
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)		11/01/2022		
(d) Full and True Market Value at Time of Change in Use		\$ 85,000.00		
(e) Land Use Change Tax Due		\$ 8,500.00 + \$20.00 =		

\$8,520.00

FORM
A-5

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

(continued)

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

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

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

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT
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FORM
A-5

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

WHO MUST FILE

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

WHEN TO FILE

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

WHERE TO FILE

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

BILLING AND COLLECTION OF THE TAX

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

APPEAL OF LAND USE CHANGE TAX

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

ADA

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

NEED HELP?

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

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

LINE-BY-LINE INSTRUCTIONS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

STEP 7

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

STEP 8

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

September 9, 2022

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

Re: LUCT Recommendations/findings from Field Review:

Map 7 Lot 572 Sub XX1 (120 Bear Hill Road, John J Dur)

Dear Helga & Board Members:

The following sales were reviewed and relied upon in my determination of fair market value for the parcel noted below:

<u>Map & Lot</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Acreage</u>
8-581-X2	04/05/21	\$93,000	2.690 (Deport Hill, Seasonal Views/Cleared)
8-540-X9	05/05/21	\$92,000	7.880 (Weare Road, Wooded)
7-568-C2	05/21/21	\$99,000	13.07 (Cote Hill Road, Steep Acc, Views)
8-582	08/06/21	\$135,000	13.00 (Flanders Road)
5B-102-X2	12/20/21	\$93,000	2.090 (Diamond Drive, Wooded)
5C-359-J	06/03/22	\$79,000	4.69 (Deer Run Rd, Wet/CTD)
8-581-X2	06/13/22	\$130,000	2.69 (Depot Hill Rd, Cleared)

Map 7 Lot 572 Sub XX1 (Old PID 1-572-XX1)

The above-referenced parcel consists of 34.5 acres in current use, of which previously only 0.010 acres were out of current use. However on field review, it was discovered that several sheds, camper, well and electric had been added to the property. The area disturbed via information from the homeowner and aerial measurements were determined to be a total of 1.49 acres (for a total of 1.5 acres now out of current use). The development and site work are for a future house site. As such, they are now subject to the land use change tax (LUCT). The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access/shared driveway, topography, time, etc., it is my opinion this 1.49 acres has a market value of \$85,000, revealing a \$8,500 LUCT (\$85,000 x 10%). The date of change should be noted as 8/04/22, the date the LUCT violation was discovered on field review. Additionally, I would request the taxpayer, pursuant to the state statute; provide an updated current use map.

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

**Sincerely,
Signed & Mailed 9/13/2022
Evan Roberge, Assessor Supervisor – Avitar Associates**

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

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

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL ROAD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of:	\$ 1,520.00
Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at HENNIKER, NH	
(f) This day of NOVEMBER 1, 2022	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY B & Z APARTMENTS & REALTY	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 200 SUNCOOK VALLEY ROAD, CHICHESTER, NH 03258	
(h) MUNICIPAL TAX MAP 12	LOT NUMBER 675-B

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

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022

FORM
A-5W

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

INSTRUCTIONS

WHEN TO FILE

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

WHO MUST FILE

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

WHERE TO FILE

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

TAX COLLECTOR PROCEDURES

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

WHEN TAX IS DUE

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

COLLECTION OF UNPAID TAX

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

ADA

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

NEED HELP?

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

LINE-BY-LINE FORM INSTRUCTIONS

STEP 1

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

STEP 2

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

STEP 3

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

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME B & Z APARTMENTS & REALTY	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 200 SUNCOOK VALLEY ROAD		
MUNICIPALITY CHICHESTER		STATE NH	ZIP CODE 03258

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION 1948 WEARE ROAD	MUNICIPALITY HENNIKER	COUNTY MERRIMACK	
	(c) TOTAL ACRES OF PARCEL 11.92	PARCEL TAX MAP AND LOT # 12	675-B	DEED BOOK AND PAGE # 2533 1527
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

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

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

(a) Owners Name When Land Was First Recorded in Current Use: PALLONJI M. & BARBARA BHILADVALA	DEED BOOK AND PAGE # 2263 464	
(b) Total Number of Acres Originally Enrolled in Current Use	11.92	
(c) Total Number of Acres Previously Released Since The Original Recording	0	
(d) Number of Acres Subject to the LUCT Per This Assessment	0.50	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	11.42	

FORM
A-5

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: DRIVEWAY+CAMP SITE WERE DICOVERED DURING FIELD REVIEW.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022
(c) Full and True Market Value at Time of Change in Use	\$ 15,000.00
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 1,500.00 + \$20.00 fee=

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

\$1,520.00

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME B & Z APARTMENTS	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
MAILING ADDRESS 200 SUNCOOK VALLEY ROAD		
MUNICIPALITY CHICHESTER	STATE NH	ZIP CODE 03258
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)	11/01/2022	
(d) Full and True Market Value at Time of Change in Use	\$ 15,000.00	
(e) Land Use Change Tax Due	\$ 1500.00 + \$20.00 fee=	

FORM
A-5

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

(continued)

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

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

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

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

FORM
A-5

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

WHO MUST FILE

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

WHEN TO FILE

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

WHERE TO FILE

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

BILLING AND COLLECTION OF THE TAX

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

APPEAL OF LAND USE CHANGE TAX

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

ADA

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

NEED HELP?

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

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

LINE-BY-LINE INSTRUCTIONS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

STEP 7

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

STEP 8

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

September 9, 2022

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

Re: LUCT Recommendations/findings from Field Review:

Map 12 Lot 675 Sub B (1948 Weare Road, B&Z Apartments & Realty)

Dear Helga & Board Members:

The following sales were reviewed and relied upon in my determination of fair market value for the parcel noted below:

<u>Map & Lot</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Acreage</u>
8-581-X2	04/05/21	\$93,000	2.690 (Depot Hill, Seasonal Views/Cleared)
8-540-X9	05/05/21	\$92,000	7.880 (Weare Road, Wooded)
7-568-C2	05/21/21	\$99,000	13.07 (Cote Hill Road, Steep Acc, Views)
8-582	08/06/21	\$135,000	13.00 (Flanders Road)
5B-102-X2	12/20/21	\$93,000	2.090 (Diamond Drive, Wooded)
5C-359-J	06/03/22	\$79,000	4.69 (Deer Run Rd, Wet/CTD)
8-581-X2	06/13/22	\$130,000	2.69 (Depot Hill Rd, Cleared)

Map 12 Lot 675 Sub B (Old PID 1-675-B)

The above-referenced parcel consists of 11.920 acres all in current use. However, during field review, a driveway to a camp site with camper was discovered. The estimated 0.50 acres for the access (~1,000 ft., steep) and small cleared camp site, does not qualify for current use. As such, they are now subject to the land use change tax (LUCT). This 0.50 acre area is merely what we would call an outbuilding site, as the area disturbed would not support a house site, etc. The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access, topography, time, outbuilding only, etc., it is my opinion this 0.50 outbuilding site has a market value of \$15,000, revealing a \$1,500 LUCT (\$15,000 x 10%). The date of change should be noted as 8/04/22, the date the LUCT violation was discovered on field review. Additionally, I would request the taxpayer, pursuant to the state statute; provide an updated current use map.

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

**Sincerely,
Signed & Mailed 9/13/2022
Evan Roberge, Assessor Supervisor – Avitar Associates**

**TOWN OF HENNIKER
PAYROLL CHECK REGISTER AND DEPARTMENTAL EARNINGS SUMMARY
DATE: OCTOBER 26, 2022**

TOTAL: \$49,177.34

BOARD OF SELECTMEN APPROVAL

**TOWN OF HENNIKER
ACCOUNTS PAYABLE CHECK REGISTER
DATE: OCTOBER 26, 2022**

TOTAL: \$359,746.48

BOARD OF SELECTMEN APPROVAL



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Consent Agenda

DATE: 11/1/2022

TITLE: NHMA disposition of legal files

INITIATED BY: Diane Kendall, TA

PREPARED BY: Diane Kendall, TA

PRESENTED BY: Consent Agenda

AGENDA DESCRIPTION: See attached letter from NHMA

TOWN ADMINISTRATOR COMMENT: Recommend the municipality requests all client files older than 2015

FINICAL DETAILS: Mission Square receives administrative fees from its' third-party mutual fund settlement and clearing agent – no sponsorship fees paid by employer/plan sponsor

SUGGESTED ACTION/RECOMMENDATION:

By signature consent of a quorum, the Henniker Selectboard authorize the Town Administrator to request NHMA files described NHMA letter dated October 21, 2022.

Kris Blomback, Chairman

Peter R. Flynn

D. Scott Osgood

Tia Hooper

Bill Marko



October 21, 2022

Select Board
Town of Henniker
18 Depot Hill Road
Henniker NH 03242

Re: Disposition of member legal files

Dear NHMA Member:

One of the services member municipalities receive from NHMA is the ability to obtain legal advice from the NHMA Legal Advisory Service. NHMA attorneys are available to answer legal inquiries and provide general legal assistance by email, letter, and telephone to elected and appointed officials from member municipalities. Engaging NHMA's Legal Advisory Service creates a confidential attorney-client relationship which is governed by the New Hampshire Rules of Professional Conduct.

NHMA maintains records of these legal inquiries, including physical files containing copies of emails and correspondence, as well as any documents submitted, and the legal advice provided. These records are confidential due to the attorney-client privilege.

Under NH Rules of Professional Conduct Rule 1.15, attorneys are required to retain client files for at least 6 (six) years. After that period of time, an attorney can either return client files to the client, if the client so requests, or the attorney may discard those files.

In the event we have any records of our legal communications with your community it is our plan to discard all such records that are older than January 1, 2015. If instead you would like any such files that we might have, we will honor that request and make those documents available to you for pick up or by mail. You may make that request by letter, by email, legalinquiries@nhmunicipal.org, or by telephone 603-224- 7447.

IF WE DO NOT RECEIVE A COMMUNICATION FROM YOUR MUNICIPALITY THAT YOU WISH TO HAVE ALL CLIENT FILES OLDER THAN JANUARY 1, 2015 RETURNED TO YOU THEN THOSE FILES MAY BE DESTROYED ON OR AFTER JANUARY 1, 2023.

If you have any questions about this client file retention policy please contact Stephen Buckley, Legal Services Counsel, or Margaret Byrnes, Executive Director, at the number or email above.

Very Truly Yours,

Margaret M.L. Byrnes
Executive Director

NEW HAMPSHIRE MUNICIPAL ASSOCIATION

25 Triangle Park Drive • Concord, NH 03301 • Tel: 603.224.7447

NHMAinfo@nhmunicipal.org • governmentaffairs@nhmunicipal.org • legalinquiries@nhmunicipal.org

www.nhmunicipal.org



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/1/2022

TITLE: Azalea Park Cash Donation Acceptance

INITIATED BY: Alan Brown

PREPARED BY: TA Diane Kendall

PRESENTED BY: Susan Adams on behalf of Alan Brown

AGENDA DESCRIPTION: Mr. Brown requests acceptance of \$1,000 donation to the Azalea Park Fund for the purchase of a bench for park.

LEGAL AUTHORITY: RSA 31:95-b

FINANCIAL DETAILS: \$1,000

BACKGROUND: See attached

TOWN ADMINISTRATOR COMMENT: recommends acceptance

SUGGESTED ACTIONS / MOTIONS:

Motion: move to accept the donation of \$1,000 from Mr. Brown to be deposited to the Azalea Park Fund and appropriated for the purchase of a bench for Azalea Park.



Town of Henniker, NH

Cash Donation Acceptance Request

First and Last Name	Alan Brown		
Organization Name	N/A		
Address	11 Gould Street		
City/State/Zip	Henniker, NH 03242		
Home Phone	N/A	Cell Phone	907-738-7769
Email	alansanbornbrown@yahoo.com		

Cash Donation Amount: **\$1,000**

Donation Purpose:

To fund the purchase of a bench for increased enjoyment of Azalea Park.

Other Information:

unrestricted (i.e.: "for the benefit of the fire department." This gift is purpose restricted (fire department) but may be expended fully for that purpose") Board of Selectman appropriate and expend

temporarily restricted (i.e.: both purpose and time restricted. The donation to the capital fund drive for park improvement is an example of a temporarily restricted gift. In this case the gift is purpose restricted (park improvement) and time restricted (it may not be expended until the park improvement project commences)

permanently restricted (i.e.: An example of a permanently restricted donation is one in which the donor gives or bequeaths an amount of money to the municipality specifying the income only can be expended for the stated purpose must be held in perpetuity and, under current New Hampshire law, **only the income and not the principal nor any principal appreciation may be expended for the donor's stated purpose unless so authorized in the gift instrument.**)

Date Request Received: 10/19/22
Date Donation Received:

Date Hearing or Meeting Scheduled: 11/1/22
Date Approved by Board of Selectmen:



Town of Henniker, NH

Cash Donation Acceptance Request

TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 31 POWERS AND DUTIES OF TOWNS

Miscellaneous

Section 31:95-b

31:95-b Appropriation for Funds Made Available During Year. –

I. Notwithstanding any other provision of law, any town or village district at an annual meeting may adopt an article authorizing, indefinitely until specific rescission of such authority, the board of selectmen or board of commissioners to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year. The following shall apply:

(a) Such warrant article to be voted on shall read: "Shall the town (or village district) accept the provisions of RSA 31:95-b providing that any town (or village district) at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the selectmen (or commissioners) to apply for, accept and expend, without further action by the town (or village district) meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?"

(b) If a majority of voters voting on the question vote in the affirmative, the proposed warrant article shall be in effect in accordance with the terms of the article until such time as the town or village district meeting votes to rescind its vote.

II. Such money shall be used only for legal purposes for which a town or village district may appropriate money.

III. (a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.

(b) The board of selectmen may establish the amount of unanticipated funds required for notice under this subparagraph, provided such amount is less than \$10,000. For unanticipated moneys in an amount less than such amount, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

IV. Action to be taken under this section shall:

(a) Not require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose; and

(b) Be exempt from all provisions of RSA 32 relative to limitation and expenditure of town or village district moneys.

Source. 1979, 42:1. 1991, 25:1. 1993, 176:3, eff. Aug. 8, 1993. 1997, 105:1, eff. Aug. 8, 1997. 2005, 188:2, eff. Aug. 29, 2005. 2014, 237:1, eff. Sept. 19, 2014.

Town of Henniker

AMERICAN RESCUE PLAN (ARPA) FUNDING PROPOSAL

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

1. **Department/Committee:** Town Buildings

2. **Person Requesting:** Town Administrator / Fire Chief

3. **Project or Item:** Grange Fire Alarm System

4. **Is the Project already appropriated in operating budget or capital improvement plan?** NO

5. **Funding Requested: (Identify funding amount, multiyear components and any annual carrying costs):** \$9,186; annual monitoring \$492

6. **Description of Purchase or Project (Describe the project clearly & succinctly):** replacement of fire detection system with addressable fire alarm control panel; dual action addressable fire alarm pull stations, addressable smoke detectors including installation. The current system is a burglar/fire alarm system and does not meet NFPA (National Fire Protection Association) requirements for a non-residential space nor does it meet the monitoring requirement.

7. **Benefits Related to COVID-19 Response, or Recovery:** No COVID benefit; benefit is to asset protection and public safety

8. **Implementation Details (Briefly describe how this project will be implemented, and if any potential barriers exist):** ESP to proceed with this installation, will submit the proper paperwork to them for approval. This information will include a permit application, drawing of the building(s) with placement of devices, equipment cut sheets and standby battery calculations. Once receive the approval from the fire department ESP will schedule the installation.

9. **Supplemental Information (Note if attached):** see attached quote

Return form and supporting documentation to the Town Administrator diane.kendall@henniker.org
\\hen-server2\shared\ARPA Funds\Requests\Grange Improvements\ARPA Town Building Grange Alarm System Request Form.docx

Electronic Security Protection

720 E. Industrial Park Drive
 Manchester, NH 03109

Date
10/6/2022

Estimate #
4836

Name / Address
Henniker Grange c/o Henniker Town Hall 2 Depot Hill Road Henniker, NH 03242

Project

Item	Description	Qty
	Henniker Grange	
ES-50X	50 Point (Modules & Devices) Addressable Fire Alarm Control Panel	1
BG-12LX	Dual action addressable fire alarm pull station	3
SD365	Newer model addressable smoke detector. White	3
P2RL	Horn, Strobe, Low Current Drain, Multi Candela 15/30/75/95/110/135/185	3
SRL	Strobe Only, Low Current Drain, Multi Candela 15/30/75/95/110/135/185	1
H365	Addressable Heat detector White	2
H365HT	Addressable Heat Detector For High Temp Environment	1
125STRNR12...	12 to 48VDC red outdoor strobe. Can be surface mount or threaded box mount.	1
Hardware	Miscellaneous parts needed for a working system.	1
NP7-12	12V-7Ah battery	2
Installation	Installation of above listed equipment.	1
SLE-LTEVI...	Dual Path Fire Cellular Radio	1
	Annual alarm monitoring fee is \$492	

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Total	\$9,186.00
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Town of Henniker

AMERICAN RESCUE PLAN (ARPA) FUNDING PROPOSAL

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

1. Department/Committee: **Transfer Station**
2. Person Requesting: **TA, Diane Kendall, Fire Chief Morse, and TS Superintendent Marc Aucoin**
3. Project or Item: **Replacement of the existing fire alarm system with an up-to-date addressable commercial fire alarm system for the recycling center**
4. Is the Project already appropriated in operating budget or capital improvement plan? **no**
5. Funding Requested: (Identify funding amount, multiyear components and any annual carrying costs): **initial cost \$5,305.00; yearly alarm monitoring fee \$491 per year as of 2022 pricing**
6. Description of Purchase or Project (Describe the project clearly & succinctly): **Replacement of the existing fire alarm system with an up-to-date addressable commercial fire alarm system for the recycling center. The current system is outdated and ineffective and causes frequent false alarms for the Fire Department.**
7. Benefits Related to COVID-19 Response, or Recovery: **Not related to COVID; Life Safety and Asset Protection Benefit**
8. Implementation Details (Briefly describe how this project will be implemented, and if any potential barriers exist): **Electronic Security Protection the towns current Security System Vendor has provided a quote and can do the work. No barriers to implementation.**
9. Supplemental Information (Note if attached): **Quote Provided**

Return form and supporting documentation to the Town Administrator diane.kendall@henniker.org
\\HEN-SERVER2\Shared\arpafunds\ARPA Request Replace Alarm at Transfer Station.docx

Electronic Security Protection

720 E. Industrial Park Drive
 Manchester, NH 03109

Date
6/8/2022

Estimate #
4707

Name / Address
Henniker Town Hall 2 Depot Hill Road Henniker, NH 03242 Ref:Recycle Center

Project

Item	Description	Qty
Henniker Recycle		
AFC-50	50 Point Addressable Fire alarm Control Panel. Additional Zones Using Multi-Point SLC Modules. 5Amp Power Supply. Two NAC Circuits. Two I/O Circuits. NACs Are Rated @ Three Amps Each. And I/O's @ One Amp Each. For Additional Specifications NAC's To Data Sheen. (Office)	1
SLE-LTEVI-C...	Dual Path Fire Cellular Radio (office)	1
PAD200-PD	Addressable Photo Detector (Smoke) (Office)	1
PAD100-HD	Analog Addressable Rate Of Rise and Fixed Temp Heat. Selectable From 135°-185°. Recycle building	2
PAD100-4DB/...	6" Addressable Detector Base. PAD100-6DB Will Mount on Single Or Double Gang, or Octagon and 4" Square. 22 To 14AWG Wire	3
5603	135 deg. fixed heat detector (Above Hopper)	1
PAD100-SIM	Single Input Module for analog heat in hopper	1
PAD-100PSDA	Dual Action Pull Station (Two in recycle building and one in office)	3
P2R	Wall mount H/S 15/75/115 candela. 24V, 2 wire. (one in recycle building & one in office)	2
P2RK	Weatherproof, outdoor H/S. WBB backbox included. (Outside office)	1
NP7-12	12V-7Ah battery	1
Hardware	Miscellaneous parts needed for a working system.	1
Installation	Installation of above listed equipment.	1
	The annual alarm monitoring fee with cellular dialer transmission of alarm signals to the central monitoring station is \$491	

Total	\$5,305.00
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**2022 ARPA Funding Request
Tracking Sheet**

DESCRIPTION	Requesting Dept/Agency/ Person	BoS Appropriation Date	Use		Evaluation Criteria (1 = least; 5 = most)						
			Total Project Cost	TOTAL ARPA Committed	ARPA Requests Estimates	TOTAL ARPA	Urgency	Public Safety	Public Benefit	Other Funding Available	Other Comments
						525,333					
Wastewater											
Wastewater Upgrades	Town Meeting		3,200,000	100,000		100,000					
Transfer Station - Sanitation						-					
Main door replace	Transfer Stat.		27,083	27,083		27,083					
Replace Fire / Security System	Fire Dept.		5,305		5,305	5,305					
OTHER BUILDINGS						-					
Town Office						-					
Ductless A/C Minisplits	TA		47,075	47,075		47,075					
Grange						-					
Fire Alarm	TA/Fire Dept		9,186		9,186	9,186					
ADA and Safety	TA/Safety Com.		40,000		40,000	40,000					
Community Building						-					
Fire Safety Updates - Front Doors	Fire Dept.		10,000		10,000	10,000					
Academy Hall											
Electrical Upgrade	Historical Soc.		5,600		5,600	5,600					
Parks						-					
Azalea Park - Stabilization	Friends Azalea		75,000		75,000	75,000					
Community Park - Paint Bandstand	Concert Com		9,994		1,000	1,000					
Community Park - Sound System	Concert Com				7,794	7,794					
Community Park - Signs	Concert Com				1,200	1,200					
Community Park Irrigation	Concert Com		9,500		9,500	9,500					
Public Safety General						-					
Police						-					
Security System	Police Dept					-					
Fire						-					
Replace Inflatable Rescue	Fire Dept.	10/18/2022	16,803	16,803		16,803					
EMS						-					
Administrative and Finance						-					
Library						-					
Accessibility	Library Trustee		29,000		29,000	29,000					
Broadband Initiative						-					
NCDE/NHMA Consulting	TA/Plan/EDC		7,500	7,500		7,500					
Roads and Bridges						-					
Water (Cogswell)						-					
White Birch						-					
Outdoor Pavilion - Senior Cit. Programs	White Birch		75,000		75,000	75,000					
TOTALS			3,567,046	198,461	268,585	467,046					
<i>ARPA Fund Balance</i>						<i>58,287</i>					



TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall

18 Depot Hill Road

Henniker, NH 03242

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

STAFF REPORT

DATE: 10/18/2022

TITLE: Re-establish Solid Waste Disposal and Recycling Committee Next Steps

INITIATED BY: Marc Boisvert, Transfer Station Superintendent and Diane Kendall, Town Administrator

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Next Steps Solid Waste Disposal Committee

BACKGROUND: **On October 18th the Board of Selectman voted to re-establish** a Solid Waste Disposal and Recycling Committee to examine, evaluate and report to the Board of Selectmen the adequacy and effectiveness of current staffing, job descriptions, wages, operations, revenue fees, expenses, policies, capital needs, and [Town Ordinance 101 Solid Waste](#). And to advise Board of Selectmen to meet service and budget goals with policies and fees that are understandable and easy to apply in a fair, equitable and consistent manner while adhering to state and federal regulations. The committee will benefit from having staff and members that represent various user groups including average household, recyclers, trades persons, establishments, and subject matter experts.

A webpage on the Henniker site has been created for the committee, including access to documents of the previous committee. <https://www.henniker.org/solid-waste-disposal-and-recycling-advisory-committee>

Legal Authority: [Chapter 149-M SOLID WASTE MANAGEMENT](#); [RSA 41:9- a](#) Selectboard may set fees for revenue producing facilities such as the solid waste facility; [RSA 31:39,I\(f\)](#) and the [NH Solid Waste Rules \(He-P 1901\)](#) and [Town Ordinance 101 Solid Waste](#)

Financial Details: n/a

Town Administrator Comment: n/a

Suggested Action/Recommendation:

How many members

Ideal stakeholder candidates: Marc Boisvert, Superintendent; budget advisory member; transfer station users

Other



TOWN OF HENNIKER, NEW HAMPSHIRE
APPOINTMENT

To **Brenda Reid** of Henniker, in the County of Merrimack:

WHEREAS, there is a vacancy in the position of **Ballot Clerk**, of said Town of Henniker, and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Brenda Reid**, as a member of the **Ballot Clerks**, of said Town. Your tenure as member of the **Ballot Clerks** will continue for the stipulated term or until your termination by the Town of Henniker.

Upon your taking oath of office, and having this appointment and the certificate of said office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the responsibilities of such office until **September 1, 2025**.

Given under our hands this 1st day of November 2022

BOARD OF SELECTMEN:

I, **Brenda Reid**, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the **Ballot Clerks**, according to the best of my abilities, agreeable to the rules and regulations of the constitution and laws of the State of New Hampshire, SO HELP ME GOD (This I do under the pains of penalties of perjury).

Brenda Reid

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Before me, personally appeared the above, , who took and subscribed the foregoing oath.

Date: _____

Town Clerk received and recorded (signature): _____

Verified ID



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

Received by
TOWN OF HENNIKER

NOV 21 2022

SELECTMEN'S OFFICE

APPLICATION FOR VOLUNTEER POSITION

COMMITTEE / BOARD:

Elections

Ballot Clerk

NAME (as it should appear on Appointment Form):

FULL NAME: Brenda Reid

PHONE:
603-848-0149

PHYSICAL ADDRESS: 1239 Rush Rd, Henniker

MAILING ADDRESS

EMAIL ADDRESS: brenreid1053@gmail.com

Why are you seeking this appointment?:

I have lived in Henniker close to 40 years & haven't volunteered for much of with the exception of participating in the schools when my sons were little. It's time I started giving back to a great community.

What experience would you bring to this position?:

I have years of customer service and documentation experience.

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

No, not really. Free & fair elections have been in the news so much. I believe Henniker is free & fair. Adding my voice to that fact would be beneficial to our community.

SIGNATURE:

Brenda Reid

DATE: 10-12-22



TOWN OF HENNIKER, NEW HAMPSHIRE
APPOINTMENT

To **Tabitha Shury** of Henniker, in the County of Merrimack:

WHEREAS, there is a vacancy in the position of **Ballot Clerk**, of said Town of Henniker, and whereas we, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said **Tabitha Shury**, as a member of the **Ballot Clerks**, of said Town. Your tenure as member of the **Ballot Clerks** will continue for the stipulated term or until your termination by the Town of Henniker.

Upon your taking oath of office, and having this appointment and the certificate of said office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the responsibilities of such office until **September 1, 2025**.

Given under our hands this 1st day of November 2022

BOARD OF SELECTMEN:

I, **Tabitha Shury**, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a member of the **Ballot Clerks**, according to the best of my abilities, agreeable to the rules and regulations of the constitution and laws of the State of New Hampshire, SO HELP ME GOD (This I do under the pains of penalties of perjury).

Tabitha Shury

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Before me, personally appeared the above, , who took and subscribed the foregoing oath.

Date: _____

Town Clerk received and recorded (signature): _____

Verified ID



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

Received by
TOWN OF HENNIKER

OCT 14 2022

SELECTMEN'S OFFICE

APPLICATION FOR VOLUNTEER POSITION

COMMITTEE / BOARD:

Volunteer at polling station

NAME (as it should appear on Appointment Form):

FULL NAME: Tabitha C. SHURY PHONE: 767 309 5312

PHYSICAL ADDRESS: 16 Checkerberry Lane Henniker NH 03242

MAILING ADDRESS S/A.

EMAIL ADDRESS: shury428@comcast.net

Why are you seeking this appointment?:

I like to be involved in the community I live in and have been a faithful voter in elections both in Pa and NH.

What experience would you bring to this position?:

none but have been involved in many organizations in a volunteer position including sitting on a board of directors

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

To be involved and meet people where I live Recently moved from Pennsylvania to Henniker NH.

SIGNATURE:

Tabitha C. Shury

DATE:

10/11/22



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/1/2022

TITLE: PD Accept AED Grant

INITIATED BY: Police Chief Matthew French

PREPARED BY: Police Chief Matthew French

PRESENTED BY: Police Chief Matthew French

AGENDA DESCRIPTION: Accept grant for AED units and Chief French to execute grant agreement

LEGAL AUTHORITY: RSA 31:95-b: III (a) and (b)

FINANCIAL DETAILS: Grant Award \$8,485

Item	Qty	Price	Amount
Defibs	5	1,345	6,725
shell	5	180	900
smart pad	5	57	285
child key	5	100	500
fast response	5	15	75
Total			8,485

BACKGROUND: Presentation by Police Chief

TOWN ADMINSTRATOR COMMENT: Town Administrator support the request

OTHER DEPARTMENT HEAD COMMENTS:

FIRE/EMS:

SUGGESTED ACTIONS / MOTIONS:

Motion: Motion that the New Hampshire Department of Justice Grant awarded to the Henniker Police Department in the amount of \$8,485.00 be accepted, and that Chief Matthew French be authorized to handle the work for the acceptance and execution of the grant.

**TITLE III
TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES**

**CHAPTER 31
POWERS AND DUTIES OF TOWNS**

Miscellaneous

Section 31:95-b

31:95-b Appropriation for Funds Made Available During Year. –

I. Notwithstanding any other provision of law, any town or village district at an annual meeting may adopt an article authorizing, indefinitely until specific rescission of such authority, the board of selectmen or board of commissioners to apply for, accept and expend, without further action by the town or village district meeting, unanticipated money from the state, federal or other governmental unit or a private source which becomes available during the fiscal year. The following shall apply:

(a) Such warrant article to be voted on shall read: "Shall the town (or village district) accept the provisions of RSA 31:95-b providing that any town (or village district) at an annual meeting may adopt an article authorizing indefinitely, until specific rescission of such authority, the selectmen (or commissioners) to apply for, accept and expend, without further action by the town (or village district) meeting, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year?"

(b) If a majority of voters voting on the question vote in the affirmative, the proposed warrant article shall be in effect in accordance with the terms of the article until such time as the town or village district meeting votes to rescind its vote.

II. Such money shall be used only for legal purposes for which a town or village district may appropriate money.

III. **(a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.**

(b) The board of selectmen may establish the amount of unanticipated funds required for notice under this subparagraph, provided such amount is less than \$10,000. For unanticipated moneys in an amount less than such amount, the board of selectmen shall post notice of the funds in the agenda and shall include notice in the minutes of the board of selectmen meeting in which such moneys are discussed. The acceptance of unanticipated moneys under this subparagraph shall be made in public session of any regular board of selectmen meeting.

IV. Action to be taken under this section shall:

(a) Not require the expenditure of other town or village district funds except those funds lawfully appropriated for the same purpose; and

(b) Be exempt from all provisions of RSA 32 relative to limitation and expenditure of town or village district moneys.

Source. 1979, 42:1. 1991, 25:1. 1993, 176:3, eff. Aug. 8, 1993. 1997, 105:1, eff. Aug. 8, 1997. 2005, 188:2, eff. Aug. 29, 2005. 2014, 237:1, eff. Sept. 19, 2014.



One Beat Medical
3151 Executive Way
Miramar FL 33025
United States

Quote
#QUO12725
08/23/2022

Bill To
Henniker Police Department
340 Western Ave.
Henniker NH 03242
United States

Ship To
Henniker Police Department
340 Western Ave.
Henniker NH 03242
United States

TOTAL

\$18,187.00

Expires: 09/23/2022

Expires
09/23/2022

Exp. Close
08/31/2022

Shipping Attention

Shipping Method
UPS® Ground

Sales Rep
Basil Arena

Sales Rep Email
basil.arena@onebeatmedical.com

Sales Rep Phone

QTY	Item	Options	Rate	Amount
5 11	P-861304PMC Philips HeartStart FRx Defibrillator Unit		\$1,345.00	\$14,795.00
5	P-YC Carrying Case, Plastic Waterproof Shell		\$180.00	\$900.00
5 11	P-989803139261PMC HeartStart SMART PADS II (1 set)		\$57.00	\$627.00
5 11	P-989803139311 Infant/Child Key		\$100.00	\$1,100.00
5 11	OBC-FRK-G Fast Response Kit - OBC - Grey		\$15.00	\$165.00
5 6	OBC4W Basic Large Alarmed AED Cabinet, Dim: 16"L x 14 5/8"H x 8 3/8"W		\$100.00	\$600.00

Subtotal	\$18,187.00
Shipping Costs	\$0.00
Tax Total (%)	
Total	\$18,187.00



QUO12725

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Justice		1.2. State Agency Address 33 Capitol Street, Concord, NH 03301	
1.3. Grantee Name Henniker Police Department		1.4. Grantee Address 340 Western Ave, Henniker NH 03242	
1.5 Grantee Phone # 603-428-3213	1.6. Account Number 02-20-20-201510- 2459-072-5000574	1.7. Completion Date 6/30/2023	1.8. Grant Limitation \$ 8,485.00
1.9. Grant Officer for State -Agency Kathleen Carr		1.10. State Agency Telephone Number (603) 271-3658	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."-			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A

Special Provisions

1. 2 CFR 200 as amended (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), are considered legally binding and enforceable documents under this contract. The DOJ reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs or withholding of funds.

2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall complete an audit at the end of the Subrecipient's fiscal year ending after June 30, 2022.

The audit report shall include a schedule of prior year's questioned costs along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to DOJ within one month of the time of receipt by the Subrecipient accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs charged under this contract shall be determined as allowable under the direct cost principles detailed in 2 CFR 200 Subpart E – Cost Principles.

4. Notwithstanding paragraph 7.1 and 7.2 of the standard provisions, program and financial records pertaining to this contract shall be retained by the Subrecipient for 5 (five) years from the date of submission of the final expenditure report as per requirements from the Treasury Office of Inspector General.

5. The following paragraphs shall be added to the Grant Agreement:

“25. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the “Grant” funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law.”

“26. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance.”

“27. COPELAND ANTI-KICKBACK ACT. All contracts in excess of \$2,000.00 for construction or repair using funds under this grant shall include a provision for compliance with Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Subrecipient, subcontractor or subSubrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Subrecipient should report all suspected violations to DOJ.”

“28. PROCUREMENT. Subrecipient shall comply with all provisions of 2 CFR 200 Subpart D – Post Federal Award Requirements – Procurement Standards, with special emphasis on financial procurement (2 CFR 200 Subpart F – Audit Requirements) and property management (2 CFR 200 Subpart D – Post Federal Award Requirements – Property Standards)”

“29. CLOSE OUT OF CONTRACT. By July 15, 2023 Subrecipient shall submit a final report electronically to the DOJ grant officer by e-mail or other electronic means subsequently designated by DOJ of the uses of the grant funds through June 30, 2022, and shall break down the reporting by facility location at the town level. In the event that Subrecipient has not demonstrated that the grant funds have not been expended for allowable costs of at least the amount of this grant, the excess grant funds shall not be paid and will lapse.

EXHIBIT B

Scope Of Services

1. The Henniker Police Department as the Grantee (hereinafter referred to as “Subrecipient”) shall be compliant at all times with the terms, conditions and specifications detailed below, which are subject to annual review.
2. The Subrecipient must certify that Limited English Proficiency persons have meaningful access to any services provided by this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with these requirements. The guidance document can be accessed on the Internet at www.lep.gov.
3. The Subrecipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination within the three years prior to the receipt of the federal financial assistance and after a due process hearing against the Subrecipient on the grounds of race, color, religion, national origin, sex, age, or disability, a copy of the finding will be submitted to the New Hampshire Department of Justice, Grants Management Unit and to the U.S. Department of Justice, Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531. For additional information regarding your obligations under civil rights please reference the state website at <http://www.doj.nh.gov/grants-management/civil-rights.htm> and understand if you are awarded funding from this office, civil rights compliance will be monitored by this office, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
4. The Subrecipient will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); the Victims of Crime Act (34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); the Violence Against Women Act (34 U.S.C. § 12291(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for
5. Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
6. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. The current consultant limit is \$650 per day or \$81.25 per hour. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel

and subsistence costs), a written prior approval is required. Prior approval requests require additional justification.

7. The Subrecipient agency agrees that, should they employ a former member of the NH Department of Justice (NHDOJ), that employee or their relative shall not perform work on or be billed to any federal or state subgrant or monetary award that the employee directly managed or supervised while at the NHDOJ for the life of the subgrant without the express approval of the NH DOJ.
8. The Subrecipient understands that grants are funded for the grant award period noted on the grant award document. No guarantee is given or implied of subsequent funding in future years.
9. The Hennifer Police Department as Subrecipient shall receive a grant from the New Hampshire Department of Justice (DOJ) for expenses incurred for activities related to responding to relaxed COVID-19 restrictions, specifically state agencies and municipalities in managing large groups of people and dealing with increases in tourist and other activities that may lead to unrest or other security challenges. Subgrants may include, but not be limited to, paying for safety items, funding overtime for local police departments, and increasing personnel resources.
10. All activities must occur and expenses must be incurred by the completion date of the grant specified in Paragraph 1.7
11. Subrecipient agrees and covenants that the funds will be used solely for an allowable purpose as defined in in the American Rescue Plan Act for which Subrecipient has not received payment or reimbursement from any other source, defined as:
 - For the provision of government services to the extent of the reduction in revenue due to the COVID– 19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency
12. The Subrecipient shall be reimbursed by the DOJ based on budgeted expenditures described in Exhibit B. The Subrecipient shall submit incurred expenses for reimbursement on the state approved expenditure reporting form as provided. Expenditure reports shall be submitted on a quarterly basis, within fifteen (15) days following the end of the current quarterly activities. Expenditure reports submitted later than thirty (30) days following the end of the quarter will be considered late and out of compliance. *For example, with an award that begins on January 1, the first quarterly report is due on April 15th or 15 days after the close of the first quarter ending on March 31.*
13. Subrecipient is required to maintain supporting documentation for all grant expenses both state funds and match if provided and to produce those documents upon request of this office or any other state or federal audit authority. Grant project supporting documentation should be maintained for at least 5 years after the close of the project.

14. Subrecipient shall be subject to periodic desk audits and program reviews by DOJ. Such desk audits and program reviews shall be scheduled with Subrecipient and every attempt shall be made by Subrecipient to accommodate the schedule.

15. All correspondence and submittals shall be directed to:

NH Department of Justice
Grants Management Unit
33 Capitol Street
Concord, NH 03301

EXHIBIT C

Schedule/Terms Of Payment

1. The Subrecipient shall receive reimbursement in exchange for approved expenditure reports as described in EXHIBIT A.
2. The Subrecipient shall be reimbursed within thirty (30) days following the DOJ's approval of expenditures. Said payment shall be made to the Subrecipient's account receivables address per the Financial System of the State of New Hampshire.
3. The State's obligation to compensate the Subrecipient under this Agreement shall not exceed the price limitation of \$8,485.00

3a. The Subrecipient shall be awarded an amount not to exceed \$8,485.00 of the total Grant Limitation from Governor and Executive Council approval through June 30, 2023 with approved expenditure reports. This shall be contingent on continued federal funding and program performance.

Exhibit D

Drug-Free Workplace

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Subrecipient’s representative, as identified in Sections 1.11 of the Grant Agreement execute the following Certification:

Certification Regarding Drug Free Workplace

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990, Federal Register (pages 21681-21691), and require certification by Subrecipients (and by inference, sub-Subrecipients and sub-Subrecipients), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a Subrecipient (and by inference, sub-Subrecipients and sub-Subrecipients) that is a state may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Subrecipients using this form should send it to:

Thomas Kaempfer
Department of Justice
33 Capitol St
Concord, NH 03301
Thomas.Kaempfer@doj.nh.gov

- (A) The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Subrecipient’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The Subrecipient may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Henniker Police Department

Upon Governor and Council Approval – June 30, 2023

Subrecipient Name

Period Covered by this Certification

Name and Title of Authorized Subrecipient Representative

Subrecipient Representative Signature

Date

Exhibit E

Lobbying

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Subrecipient’s representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Programs (indicate applicable program covered): American Rescue Plan Act

Contract Period: Upon Governor and Council Approval – June 30, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-Subrecipient or sub-Subrecipient), the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient Representative Signature

Subrecipient’s Representative Title

Subrecipient Name

Date

Exhibit F

Debarment

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Subrecipient's representative, as identified in Sections 1.11 and 1.12 of the Grant Agreement execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

- (1) By signing and submitting this Grant Agreement, the Subrecipient is providing the certification set out below.
- (2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the Subrecipient shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the DOJ determination whether to enter into this transaction. However, failure of the Subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- (3) The certification in this clause is a material representation of fact upon which reliance was placed when DOJ determined to enter into this transaction. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DOJ may terminate this transaction for cause or default.
- (4) The Subrecipient shall provide immediate written notice to DOJ, to whom this Grant is submitted if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.
- (6) The Subrecipient agrees by submitting this Grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOJ.
- (7) The Subrecipient further agrees by submitting this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DOJ, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (8) A Subrecipient in a covered transaction may rely upon a certification of Subrecipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- (9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of

a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (10) Except for transactions authorized under paragraph 6 of these instructions, if a Subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DOJ may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

- (1) The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not, within a three-year period preceding this Grant, had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant.

Subrecipient Representative Signature

Subrecipient's Representative Title:

Subrecipient Name

Date

Exhibit G

**CERTIFICATION REGARDING THE
AMERICANS WITH DISABILITIES ACT COMPLIANCE**

The Subrecipient identified in Section 1.3 of the Grant Agreement agrees by signature of the Subrecipient's representative as identified in Sections 1.11 and 1.12 of the Grant Agreement, to execute the following certification:

By signing and submitting this Grant Agreement the Subrecipient agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Subrecipient Representative Signature

Subrecipient's Representative Title

Subrecipient Name

Date

Exhibit H

**CERTIFICATION
Public Law 103-227, Part C
ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.

The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this Grant Agreement the Subrecipient certifies that it will comply with the requirements of the Act.

The Subrecipient further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all Subrecipients shall certify accordingly.

Subrecipient Representative Signature

Subrecipient's Representative Title

Subrecipient Name

Date

Exhibit I
Assurance Of Compliance Nondiscrimination In Federally Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Town of Bristol Fire Department(hereinafter called the "Subrecipient") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284). In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Subrecipient by DOJ with federal CARES Act funds, this assurance obligates the Subrecipient for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by DOJ, the Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Subrecipient agrees to compile and maintain information pertaining to programs or activities developed

as a result of the Subrecipient's receipt of Federal assistance from DOJ. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; and (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program.

The Subrecipient agrees to submit requested data to DOJ, the U.S. Department of Treasury or OMB regarding programs and activities developed by the Subrecipient from the use of CARES Act funds extended by DOJ upon request. Facilities of the Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of DOJ, the U.S. Department of Treasury or OMB specifically authorized to make such inspections.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Subrecipient by DOJ including installment payments on account after such date of application for Federal assistance which are approved before such date. The Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Subrecipient.

Subrecipient Certification

The Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Subrecipient upon written request to DOJ).

Subrecipient Representative Signature

Subrecipient's Representative Title

Subrecipient Name

Date

**GRANT AGREEMENT EXHIBIT J cont.
CERTIFICATION**

As the Subrecipient identified in Section 1.3 of the Grant Agreement, I certify that the responses to the below listed questions are true and accurate.

1. The UEI number for your entity is:

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____NO

_____YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____NO

_____YES

If the answer to #3 above is YES, stop

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

Subgrant Agreement Checklist

All grant subrecipients must submit a complete Grant Agreement Form. The below documentation must accompany the Grant Agreement Form. **Note: All pages must be initialed and dated by the person authorized by Certificate of Authority (Item 10).**

Submit documents in the following order:

- 1. Grant Agreement and general provisions signed with date
- 2. Exhibit A: Special Provisions/Special Conditions
- 3. Exhibit B: Scope of Services
- 4. Exhibit C: Payment Terms
- 5. Exhibit D: EEOP Reporting, Civil Rights Compliance, and Standard Assurances
- 6. Exhibit E: Non-Supplanting Certification
- 7. Exhibit F: Certification Form regarding Debarment, Suspension, Ineligibility and Voluntary Suspension and other Responsibility Matters: and Drug Free Workplace Requirements.
- 8. Exhibit G: Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
- 9. NH Secretary of State Certificate of Good Standing, dated on or after April 1st of the year of the grant award. (Nonprofits only)
- 10. Certificate of Authority- The purpose of the document is to ensure that the governing body of the organization provided sufficient authority to the signatories of the contract to make it binding (Samples available upon request) Person signing contract cannot be the same person signing Certificate of Authority.
- 11. Certificate of Liability Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)

- 12. Certificate of Workers Compensation Insurance (Not expired and with Certificate Holder being "NH Dept. of Justice" with DOJ address)
- 13. Proof of Non-Profit status (If Applicable)
- 14. Attach job descriptions and resumes with redacted personal information (Home Addresses/Phone Numbers/Email) of current personnel holding positions that will be funded by this grant. If non-profit, submit a list of key personnel and salaries; resumes of those involved in the project)
- 15. List of Board members with personal contact information redacted (Non-Profits only)
- 16. URL where financial statement is available online (if applicable) or copy of last financial audit completed.
 - a. URL: _____



Selectmen's Office
Administration, Finance,
Assessing, Planning,
Zoning & Building Permits

18 Depot Hill Rd.
Henniker NH 03242
Ph (603) 428-3221
Fx (603) 428-4366

Town Clerk / Tax Collector

18 Depot Hill Rd.
Henniker NH 03242
Ph (603) 428-3240
Fx (603) 428-4366

Transfer / Recycling Center
Parks and Properties

18 Depot Hill Rd.
Henniker NH 03242
Physical: 1393 Weare Rd.
Ph (603) 428-7604

Cogswell Spring Water Works

146 Davison Rd.
Henniker NH 03242
Ph (603) 428-3237
Fx (603) 428-3362

Wastewater Treatment Plant

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

Highway

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

Police

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

Fire & Rescue

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

Certificate of Authority

I, Diane Kendall, certify that I am the Town Administrator for the Town of Henniker, NH. I also certify that the following is a true vote taken at a legally posted Town of Henniker Board of Selectmen's meeting held on Tuesday, _____, at 6:15 p.m.

Upon a motion made by _____ and seconded by _____, it was _____ voted that the New Hampshire Department of Justice Grant awarded to the Henniker Police Department in the amount of \$ _____ be accepted, and that Chief Matthew French be authorized to handle the work necessary for the acceptance and execution of the grant.

I further certify that said vote has not been amended or repealed and remains in full effect as of the date of this letter. I verify that it is understood that the New Hampshire Department of Justice will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the organization in the contractual arrangement for this grant.

Diane Kendall, Town Administrator

Date

Town of Henniker

Proposal To Create

A

Police Facility Assessment Committee



SUGGESTED MISSION: The **Police Facility Assessment Committee** will be appointed by the Board of Selectmen and charged with evaluating existing facility and coming up with proposals to deliver police facilities that meet the demands of the community's future. Henniker residents approved the creation of a Police Building Fund Capital Reserve to prepare for this purpose. Voters have subsequently approved annual additional appropriations for the last few years.

SUGGESTED COMMITTEE MAKE-UP

- Real estate background
- Budget
- Architect
- Builder/Construction Background
- Police Department Representative
- Selectboard Liaison
- Public 1 (budget oriented)
- Public 2

The legislative body voted to create a **Police Building Capital Campaign** funded at the amount of \$100,000 per year. Current balance is in the vicinity of \$305,000. This amount of money and the continued annual suggested contribution (\$100,000) allows for the careful current inventory assessment, planning, and proposal for police facilities going forward.



TOWN OF HENNIKER CAPITAL IMPROVEMENT COMMITTEE REPORT

JANUARY 5, 2021

*Ad Hoc Subcommittee of the
Henniker Planning Board
18 Depot Hill Road
Henniker, NH 03242*

Planning Board Approved
Date: January 13, 2021



Henniker Police Department - New Building:

The CIP Committee spent a lot of time in 2019 discussing the inadequate space currently housing the men and women of the Henniker Police Department. The department is out of date and health concerns have been identified. To reduce the liability and to begin planning for the long-term future of our department in a timely manner the CIP Committee has included the purchase of land and construction of a new police facility on the CIP Report Matrix. The CIP in their 2020 review continues to agree with the plan to purchase land and construct a new facility for the men and women serving our community as members of the Henniker Police Department.

The committee after review recommends that the Capital Reserve Fund be funded at \$100,000 annually to reduce the cost that is anticipated for the construction, which is estimated to be \$4 Million Dollars.

Recommended Warrant Article:

To see if the Town will vote to raise and appropriate the sum of One Hundred Thousand Dollars (\$100,000) to be added to the Police Department Building Maintenance Fund established at the 2008 Town Meeting under the provisions of RSA 35:1.

Town Owned Building Expendable Trust:

Painting of Town Buildings:

The CIP Committee once again evaluated the needs of painting in the near future for both the Town Hall and The Grange Building and recommends funds continue to be allocated towards this fund and that cost saving alternatives be utilized such as the Merrimack County House of Corrections Work Program, and breaking the painting of the building into phases to ensure completion on a smaller time scale.

Request for Mini-splits for Town Hall:

Project Reviewed – CIP determination: IV - Premature

The Town Administrator also has submitted a request for FY 2020 in the amount of \$32,000 to install mini splits within the Town Hall Office Building to replace AC Window units and to be utilized during winter months as an additional heat source.

The CIP Committee reviewed the request and also identified the need to replace a 32-year-old oil burning furnace that is the primary heat source for the Town Hall. The committee after robust discussion believes this request is premature and that the replacement of the furnace should be the priority. The committee believes that additional research on cost of the furnace replacement

Primex³

NH Public Risk Management Exchange

Bow Brook Place
46 Donovan Street
Concord, NH 03301-2624

(603) 225-2841
(800) 698-2364

www.nhprimex.org

November 30, 2015

Ms. Jeanette Fois, Town Administrator
Town of Deerfield
8 Raymond Road
PO Box 159
Deerfield, NH 03037

Re: Police Department Risk Assessment

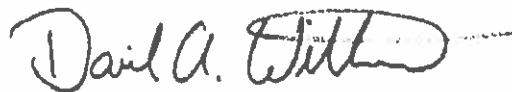
Dear Jeanette,

This letter will confirm the visit that Robert Barry, Primex³ Consultant, and I made to the Deerfield Police Department on November 17, 2015. We met there with you, Police Chief Gary Duquette and Select Board Members at your request to conduct a risk assessment of the police station and police operations. The assessment involved a tour of the facility and a general discussion of police operations, policy and procedures, training and other department protocols.

The station itself is a remodeled section of an old elementary school that also houses the town offices and a few lease tenants most notably a hair salon and pizza shop. The station is accessed from a main entrance from the parking lot and several interior doors allow access to a shared common hallway by staff with authorized access. There are also a police evidence room and storage room in a separate part of the building accessed through the common hallway. We noted several limitations with the existing facility and these have been documented on the attached pages as recommendations.

Please keep me apprised of any actions related to addressing the recommendations. I look forward to working with you to further the Town's risk management efforts.

Sincerely,



David A. Witham, CRM
Risk Management Supervisor

DAW/

SAMPLE

**TOWN OF DEERFIELD POLICE DEPARTMENT
RISK MANAGEMENT RECOMMENDATIONS**

SAMPLE

- 2015-10: COMMUNICABLE DISEASE / SANITATION ✓
- 2015-11: FIRE DETECTION SYSTEM – EVALUATE AND UPGRADE
- 2015-12: FIRE PROTECTION SYSTEM(S)
- 2015-13: PRISONER PROCESSING
- 2015-14: VIDEO MONITORING
- 2015-15: EVIDENCE/PROPERTY MANAGEMENT
- 2015-16: STAFF FACILITIES
- 2015-17: JUVENILE FACILITIES
- 2015-18: PRIVACY CONCERNS
- 2015-19: SECURED LOBBY
- 2015-20: SYSTEMS SAFEGUARDING
- 2015-21: SECURITY – PAPER RECORDS, FIREARMS

2015-20: SYSTEMS SAFEGUARDING:

Communications are a critical component in law enforcement activities and in officer safety, and as such, need to be protected. Back-up for vital equipment such as radios, computers and lighting is paramount. Typically, this is best provided for with an alternate power source such as a generator with an automatic transfer switch and start-up.



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Additionally, radio towers, antennas need safeguarding from vandalism. Lines should be sheathed, and whenever possible, run below grade. Antennas/communication towers should be protected with fencing or placed out of reach.

2015-21: SECURITY – PAPER RECORDS, FIREARMS:

SAMPLE

All records, property and firearms are secured to prevent any unauthorized entry and taking. However, there are no controls beyond locks controlling access to the rooms. These spaces/areas should be considered enhanced security areas that may include:

- Separate keys/access codes for a limited number of personnel
- A separate recorded access system and log for the area
- Surveillance cameras/videos and alarms: Ideally, agencies should monitor all activity including unauthorized entry into these areas.

The current facilities are key access only and lack any recording and/or security features.

2015-19: SECURED LOBBY:

Measures to control public access to communications and administrative areas of the station should be enhanced. While public access to the facility via a secured lobby area is maintained, construction materials and methods can be easily breached. A customer service window constructed of bullet resistant glass is one such alternative. Consideration should also be given to penetration resistant products in construction of the lobby, as well as the creation of a pleasant, non-threatening environment.

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2015-16: STAFF FACILITIES:

The facility does not have separate facilities for different genders. A small shared locker room is immediately adjacent to the booking room and bathrooms are across the common hall as mentioned prior.



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2015-15: EVIDENCE/PROPERTY MANAGEMENT:

Evidence and property management is contained within a secure closet in another part of the building, separate from the defined police station. While we were not able to view the room we were informed that all contraband, evidence, seized property and found property is held in the locked room with access limited. The department does not have adequate facilities for storing dangerous evidence such as biological evidence. Evidence and property should be separated, but drugs, weapons and valuables need extra security. In addition to maintain proper evidence management and accountability, the following are advised:



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- Everything should be inventoried with a program that flags when disposal can be made.
- Biological evidence must be properly maintained and destroyed only when allowed.
- Every evidence room should be governed by a written policy and procedural manual.
- Key or access cards should control access with logs to document entries.
- Surveillance cameras/video should be operated on a 24-hour basis.

2015-14: VIDEO MONITORING:

There is no video monitoring of activities at the facility including the booking area, doorways and parking areas. Video monitoring has many benefits including:

- Discourages criminal activity. This would include building damage and damage to equipment like cruisers that sit unattended in a parking lot overnight.
- Assist in prosecution. Video recordings may be admissible as evidence assisting the agency with fair and effective prosecution of arrestees.
- Protect employees. Both directly and indirectly a video camera can record allegations of employee abuse or harassment towards arrestees. Video surveillance protects employees indirectly by monitoring each visitor who comes into the building and keeps a video record of all activity.



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2015-13: PRISONER PROCESSING:

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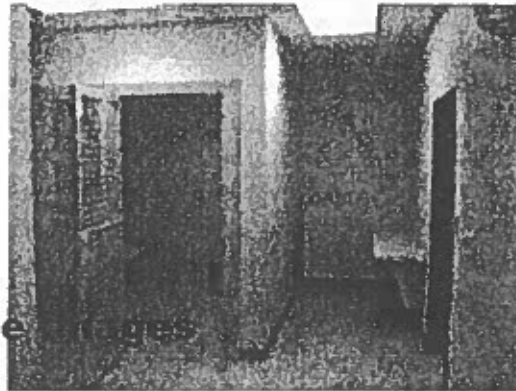
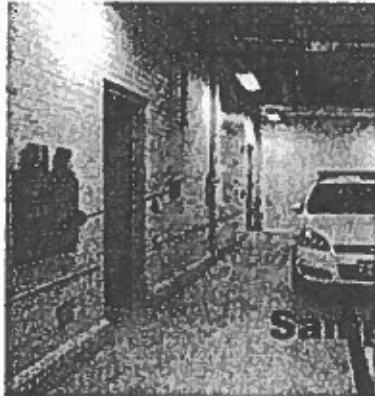
There are several observations relative to prisoner processing. Included would be:

Public/Private Separation – There is not a separate prisoner/arrestee entrance. Currently prisoners/arrestees are brought through the public access main entrance adjacent to the parking lot.

Sally Port – There is no “sally port”. A sally port is secure area where a prisoner can be offloaded and brought from a vehicle into a secure detention area. A sally port allows for security for the prisoner, safety of the officer, non-interference in the process by third parties, a controlled environment out of the weather elements, and privacy.

Weapons Retention – During prisoner/arrestee processing officer firearms shall be retained in a secure weapon’s retention cabinet. Currently the only cabinet is a 2 gun cabinet located at the far end of the station. A larger (4 gun minimum) cabinet should be installed in the immediate vicinity of the processing room.

Detention - The police station has minimal detention capabilities. This is currently done with what are essentially handcuffs securing a prisoner to a bench. There is little restriction of materials available to the prisoner from this location and these materials could be used to harm the officer or the prisoner themselves. A safe processing area provides a safe environment for both the police officer processing a prisoner but for the prisoner as well. Oftentimes, prisoners are vulnerable to suicidal thoughts, and other behavioral outburst. There are no restroom facilities for prisoners either other than use the public restroom across the common hall.



To improve prisoner processing the station would need to undergo significant modification including:

- Construction of an entrance separate from the general public for prisoners/arrestees.
- Consideration of a sally port (drive through preferred) for prisoners/arrestees.
- Larger booking room separated from other police facility functions.
- Temporary holding cells and/or improved detention methods.

2015-12: FIRE PROTECTION SYSTEM(S):

The facility does not have any fire suppression system(s). While alarms may help with early notification and evacuation, the age and nature of the building makes it susceptible to rapid fire spread. In addition, building contents such as vital records, evidence and the like further justify the need for fire protection.



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2015-11: FIRE DETECTION SYSTEM – EVALUATE AND UPGRADE:

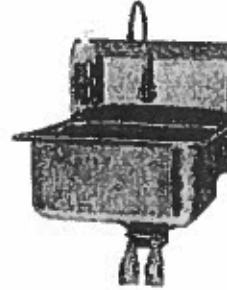
The current facility is equipped with a monitored (off-site third party monitoring company) fire detection system. Smoke and heat detectors can be seen in some areas of the police facility. However, several rooms lack detectors (locker room, booking room) and the adequacy of detection is questioned. A licensed fire alarm company should evaluate the system adequacy and upgrade as necessary.



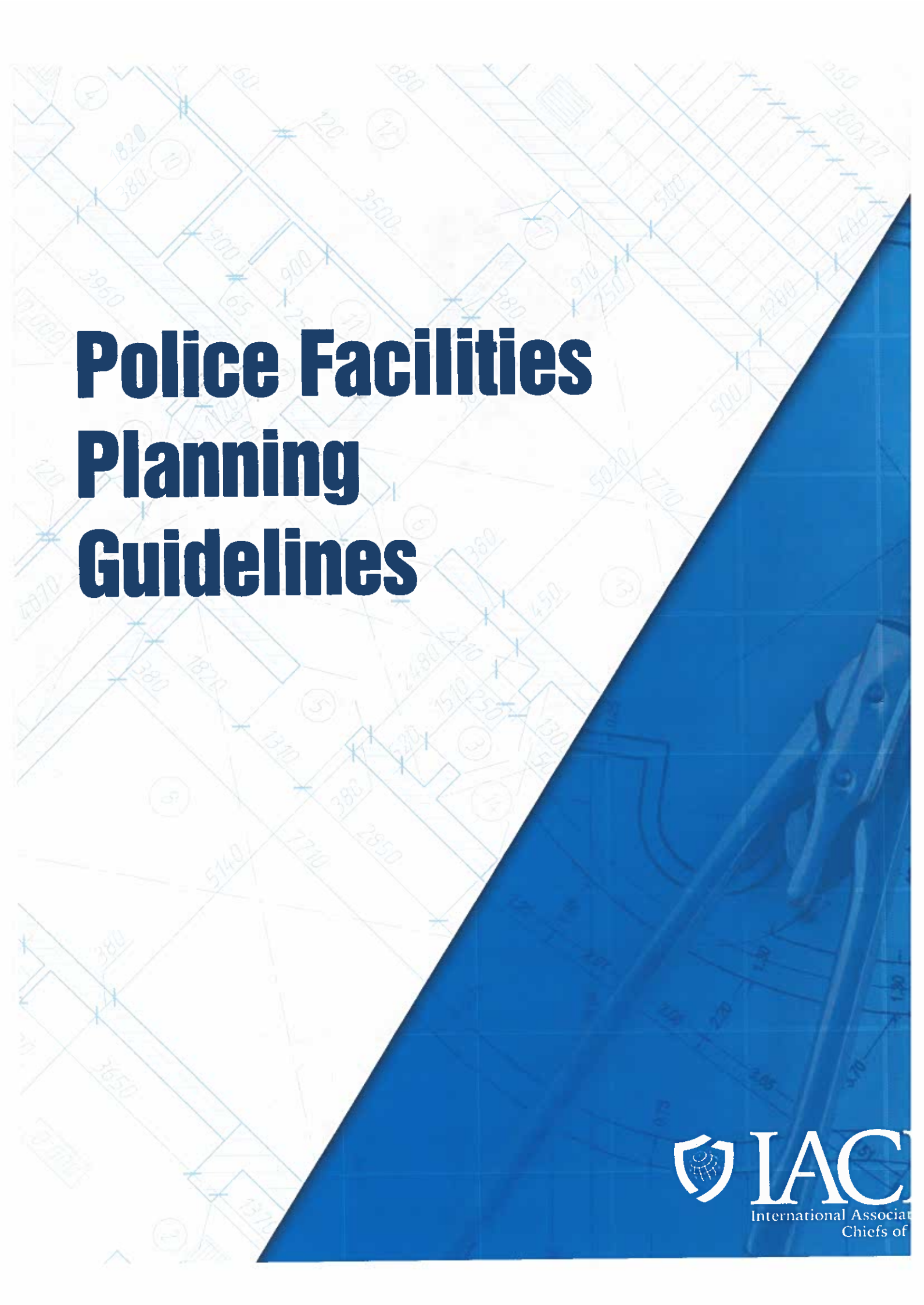
SAMPLE

2015-10: COMMUNICABLE DISEASE / SANITATION:

Since police personnel may commonly encounter blood and bodily fluids, measures for disinfection of equipment and personnel need consideration. Included would be areas for disinfecting equipment and personnel. This area should be well lit with adequate ventilation, floor drains and a hands-free operable sink(s). Currently the only area where this can occur is a shared public restroom across the shared hallway.



SAMPLE



Police Facilities Planning Guidelines



***Shaping the Future of the
Policing Profession®***

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POLICE FACILITIES PLANNING GUIDELINES

○ DOCUMENT History and Prior Uses of Current Facility

○ IDENTIFY and Document Problems with Current Facility

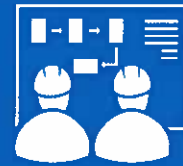
○ OBTAIN Planning Funds

○ HIRE Architect to Conduct Space Needs Analysis

○ CONDUCT Site Evaluations



BUILD SUPPORT FOR PROJECT



PRE-PLANNING AND ANALYSIS

○ DOCUMENT Policing Philosophy

○ COMPLETE Organizational Assessment

○ ESTABLISH Planning Team

○ CONDUCT Space Needs Analysis

○ DEVELOP Preliminary Project Budget

POLICE FACILITIES PLANNING GUIDELINES

○ EVALUATE Facility Options

○ IDENTIFY Project Delivery Method

○ HIRE Construction Manager (if separate from hiring architect)

○ BUILD Facility



DESIGN AND DELIVERY



CONSTRUCTION AND OCCUPANCY

○ HIRE Architect to Design Facility

○ DESIGN Facility

○ SECURE and Purchase Site

○ MOVE-IN to Facility

INTRODUCTION

All law enforcement agencies need a headquarters or substation of some sort and will need to plan, design, and build a new or renovated facility in the future. The purpose of this document is to empower law enforcement executives pursuing a facility construction project to make informed decisions and direct the project so that the building fits the agency's operational and cultural needs. Often, agencies find that the opposite happens, and they must later adjust their operations and personnel needs to match the facility's capacity and design. Since the useful life of a police facility can range from 20 to over 50 years, a new facility project is typically a "first-time" experience for most law enforcement executives.

A law enforcement executive's role in the process has a dramatic impact on the design, budget, use, and lifespan of a new facility. In the planning stages, the project team has the greatest opportunity to change or define building philosophy, size, and design with the least impact on cost. It is critical to do this at the beginning stages as opportunities for change at later stages become more limited and more costly. Changes during the construction stage are the most expensive and can seriously delay a project. Effective planning for a new or renovated law enforcement facility is the most cost-effective step a jurisdiction can take to ensure a successful project outcome.

Most law enforcement executives have little or no expertise in the subject areas of design and construction; however, they do have a thorough understanding of how their agencies need to operate to provide quality public safety services to their communities. This document is designed to help law enforcement executives make sound decisions by using a comprehensive planning approach. It will help agencies design and construct a new facility or renovate or expand an existing police facility. This document incorporates the expertise of police chiefs, police facility project managers, and architects to identify the critical project management steps involved in successful planning.

The Problem

Most police facilities continue to operate well past their planned lifespans. For many communities, funding for new police facilities is not available or remains at the bottom of the community's long-term capital improvement plan. Changes in technology, current building code requirements, security issues, as well as outdated building systems, such as HVAC (heating, ventilation, and air-conditioning) and electrical, require significant expenditures to update, and these improvements often lack funding. Making the community aware of these issues and developing a plan of action to fix them takes significant planning.

Focus of the Police Facility Planning Guidelines

This document provides law enforcement executives with a planning model applicable to all types and sizes of facility projects, regardless of their complexity. The considerations provided in this document are intended to promote a successful project outcome, whether the jurisdiction is constructing a multiuse facility, a police headquarters, or any one of several smaller projects, such as a precinct facility or substation.

This document is designed principally for law enforcement executives, as well as any other law enforcement representatives overseeing the project. It is designed to position police executives and their staff in a meaningful role as they undertake this complex and important project. It cannot be emphasized enough that the design process requires a team effort including law enforcement government officials involved in finance and building requirements, and architects familiar with the specialized design of public safety facilities. The goal of this document is to guide law enforcement executives through the facility planning process and alert them to specific design and construction considerations. While design and construction issues are unique to each jurisdiction, core planning steps are essential to every jurisdiction.

PHASE I: BUILDING SUPPORT FOR THE PROJECT

Getting Started: When Your Department Needs a New or Renovated Facility

The following sections reflect key action items recommended for successful project initiation. As each department and their respective communities are different, there is no specific order in which the following steps are completed. For example, some jurisdictions may require community support to gain political support. In other jurisdictions, political support for the project may be required prior to completing an organizational assessment. Nonetheless, all sections within the four phases of this document should be considered when moving through this complex process.

Document History and Prior Uses of Current Facility

The first step in establishing whether to build or renovate a facility is documenting the usage of the current facility. A comprehensive approach to current facility objectives may require an examination of past uses of the current facility. Documentation should contain historical details of the structure as well as the various functions and uses of the building. This process can enable the numerous stakeholders involved to gain perspective of the objectives, proposals, relevance, and needs for the new or updated facility.

Consider documenting the following:

- Legal owner(s) of the facility and any deed restrictions
- Prior waivers from existing regulations
- Construction standards and building codes in place at the time of construction
- Staffing data
- Administrative spaces and usage
- Meeting spaces and usage
- Training spaces and usage
- Community spaces and usage

Identify and Document Problems with the Current Facility

Well-designed police facilities enable staff to perform their duties efficiently, effectively, and securely. As a facility ages, it may no longer meet the needs of an evolving department, thus, negatively affecting morale, efficiency, safety, security, technology, and overall delivery of police services. When these conditions occur, agencies search for alternatives. Typical remedies include expanding or renovating the existing facility, adaptively repurposing an existing non-police facility, or building an entirely new facility.

To outline the possible scope of a project accurately, it is necessary to document existing facility deficiencies. There are two types of deficiencies: operational and functional. Operational deficiencies relate to the department's daily policing efforts, whereas functional deficiencies relate to everything from security access to HVAC equipment and building code issues. A macro-level approach should be utilized when investigating the operational and functional deficiencies of the facility.

Operational Deficiencies. Officers and staff already know what the operational issues and challenges are, so it is good to begin by involving them. Staff are encouraged to participate during this information collection phase, and discussions with each department within the agency will be helpful. The following are some questions to consider:

- Are there proper security separations between operational areas and the public?
- Are there cameras observing critical areas, such as the sally port, front desk, and evidence processing area?
- What services does the public need that the current facility cannot accommodate?
- How does the proposed project align with the jurisdiction's overall strategic business plan and service goals?
- What does a department need to make community-oriented policing efforts work better with the community?
- Are operational standards or best practices of the department compromised through the use of the current facility?

Functional Deficiencies. Once again, the department's officers and staff already know what does not work with current building systems, even if they do not know the causes. During the deficiency assessment, the following actions are vital:

- Collect reliable and accurate data on all facility deficiencies (a recent building or code compliance assessment audit is a good place to start).
- Involve facilities and/or maintenance staff. They will be most aware of the condition and operational issues with the facility's equipment.
- Take photos and videos of the facility to showcase the impact of the building deficiencies in future conversations or presentations.
- Ask such relevant questions as the following:
 - What current facility deficiencies prevent officers from completing their tasks efficiently and effectively?
 - Are there proper ventilation systems for evidence and prisoner holding areas?
 - Have customer, civilian employee, and officer surveys been completed to document needs and perceptions of facility issues?
 - Is the building itself a hazard? Does this building meet, or can it be made to conform in a cost-effective way, to state or local "essential facility" structural building codes?
- Elicit staff participation at all levels within the department to identify problems.
- Gain as many perspectives as possible to assist in identifying deficiencies during the preliminary assessment of deficiencies phase. This might include facility customers such as city, county, and state agency partners, city officials, and community members.

Hold community meetings to discuss facility deficiencies and solicit feedback, provided senior-level approval has been granted to initiate research for this project. Make citizens part of the planning team, and they will be more likely to realize the advantages of a new or expanded facility and ultimately support the cause.

During the deficiency assessment, it is also important to identify public needs and conduct tours of other police facilities. Doing so can provide insight on solutions to existing problems and prevent future problems in the new or renovated facility.

- Focus on what the public needs:
 - Location of the facility
 - Clearly marked public parking
 - Easily identifiable and accessible entrance
 - Visitor-friendly design that incorporates safety as a priority
 - Comfortable waiting area
 - One-stop shopping concept for police services
 - Easy pick up of property
 - Community Center/community meeting rooms
 - Safe-swap zones for parental custody exchanges, craigslist swaps, and so forth.
- Tour other police facilities:
 - Observe the overall layout (exterior and interior).
 - Observe workflow.
 - Observe interesting design features that improve efficiency.
 - Question why things are designed the way they are.
 - Take note of the security demarcations between public and staff areas.
 - Observe the different finishes throughout the facility (floors, walls, doors, etc.). How are they performing for daily use, as well as long term?
 - Ask how evidence, reports, and arrestees are processed.
 - Ask how visitors are assisted.
 - Ask how the security systems are performing, what platform is being used and the ease of operation, etc.
 - Ask what does and doesn't work within the facility design. What could work better?
 - Ask if there were any unanticipated workflow problems or procedural changes caused by certain maintenance/layout choices.

- Note the lessons learned from good and bad design features. Document these issues with photography for later use.

All information must be formatted and eventually blended into a formal document for broad distribution to staff, community board members, citizens, and others.

An existing deficiency analysis can be performed by (1) an experienced consultant or architect or (2) in-house staff, if the department has facility planning expertise. Whomever is selected will need to work closely with the police project manager (PPM) to ensure good communication and oversight. Identifying a dedicated PPM to coordinate and manage all aspects of this project is important. More information on selecting the right PPM is detailed in Phase II, during the Establish the Planning Team section. There are times when a department might not have the resources to devote a full-time or even part-time representative to a multiyear construction project. In those cases, consider dividing the responsibilities across a dedicated planning team or requesting a project manager in the architect or consultant request for proposal (RFP).

Depending on the size of the agency or project, it may be helpful to utilize a trained and experienced consultant or architect for this stage. If an architect or consultant is to be hired, a simplified request for proposal (RFP) can be utilized to solicit a qualified professional. More information on requests for proposals is available in Phase II of this document. Any in-house staff selection should be based upon expertise, skill and commitment. For more information on selecting an architect and the RFP process, please refer to Phase II. Note that the process of hiring an architect may take place more than once throughout the project. An agency may choose to hire one architect or firm to conduct their deficiency analysis and space needs assessment, and another to complete the actual facility design and construction.

Document Policing Philosophy

“Nothing undermines change more than behavior by important individuals that is inconsistent with the verbal communication.”

— John P. Kotter, *Leading Change*

It has been said that “you are what you celebrate.” It is rare to have the opportunity to chart a new course as monumental as is the opportunity to design and build an entire space for a department and the community. To accomplish this, identify what type of philosophy guide operations. The law enforcement executive must clarify the mission, philosophy, and goals of the department. These principles should be the driving factor in all facility planning, design, and construction decisions. The absence of attention to goals and philosophy leads to a facility that does not reflect the department’s true mission.

Once initiated, facility planning projects often move ahead too quickly or underestimate the time needed to undertake a comprehensive functional and/or space needs analysis. In particular, an essential step—documenting philosophy and mission statement of the organization is often overlooked. The mission, goals, objectives, and programmatic needs of an organization should dictate design of its facility.

Most 21st-century police agencies have a written policing philosophy in place. The planning team must fully comprehend and document the agency’s governing principles to ensure that the new facility reflects them. Mission statements regarding the operational philosophy of an agency must drive, rather than be defined by, the physical layout of the building. Balancing secure interior space and publicly accessible space, for example, requires an understanding of the mission of the department. If an agency is determined to increase contact and collaboration with the community within a community policing framework, the building must be designed to make visitors feel welcome. A balance between secure internal and public spaces must be achieved in each facility project.

Community policing today is much more than providing a community room accessible to the public. Community policing has grown dramatically to include having other local and state agencies, both non-government organizations (NGOs) and law enforcement, imbedded within the facility. Providing NGOs space within the building enhances the collaboration between the police department and the community and social service organizations. Agencies are even incorporating “Fusion Centers” into facilities, which are 24/7 spaces where officers and NGO staff collaborate on community issues.

A philosophy is shaped by many things, but it is nothing more than words if not reinforced by organizational norms and a culture that are lived through the prism of that philosophy every day. Today, there are a multitude of advanced policing philosophies, for example,

- problem-oriented policing,
- intelligence-led policing, and
- evidence-based policing.

These philosophies are not mutually exclusive. Identifying how these philosophies should be incorporated into the organization moving forward is key. Once the philosophy and vision have been identified, they must be communicated and embodied by incorporating them into every aspect of the organization. Philosophy and vision become cultural norms in an organization over time, and to create cultural norms, the philosophy and vision of the agency and community must be a central guiding tenet in everything the department does.

Identifying the department's philosophy will help craft the workspaces. Each part of the organization, and by extension the facility, should organically reinforce the overall mission.

Example 1: In order to emphasize the importance of officer learning and development, proper space needs should be allotted for a learning environment that is both comfortable and convenient. Teaching officers a new approach to policing requires time and visual representations of different perspectives.

Example 2: In order to emphasize problem-oriented and community policing, of which a key principle is citizen engagement, a facility should offer space to accommodate the community. The facility might offer a room available for use by local community groups, and the agency might provide liaisons to facilitate the meetings. Providing space, and monitoring how it is used, would become a visual reinforcement of the department's philosophy.

Complete an Organizational Assessment

It is critical to ensure that the facility design meets the department's operational, cultural, and philosophical needs. Once goals are established, it is easier to forecast potential agency needs. Space needs should be tailored to meet the current and anticipated needs of the department and community. In order to do this, the facility must be planned, designed, and constructed to accommodate how the department will operate and function during the facility's lifespan. To minimize changes later in the process or dissatisfaction with inadequate space following the construction, any major changes to the department's policing philosophy, personnel needs, operations, or other organizational assets and priorities should be assessed prior to the budget and design phases of the facility project. This assessment should take place ahead of discussions regarding the new or updated facility to limit bias and ensure that operations influence design rather than the other way around.

Take time to review operations, processes, practices, and any aspects of the agency that the facility will impact or be impacted by. Consider the following questions:

- What is the current population and staffing ratio for the police department?
- What is the potential growth and buildout for the community and how does this impact the staffing ratio for the police department?
- Will operations function the same way in a new facility?
- How can the new facility eliminate redundancy and improve operations?
- How much storage is needed for
 - equipment,
 - evidence, and
 - documents. (And how much storage can be saved potentially with a paperless document storage plan moving forward?)
- Are there areas of the organization that can be altered and reengineered to both save money and improve services?
- Are there national or local trends (legislative or cultural) that will impact personnel and space needs?
- What partners do you work with and in what capacity? For example,

- Do the state police handle evidence processing?
- Are there plans to regionalize dispatch (or other special services) with nearby communities?
- Is the agency accredited or planning to become accredited in the future? If not accredited, what changes might be required to meet state or federal standards—and how might those changes impact space, personnel, and operational needs?
- How will the agency function 10 years from now?
- What potential personnel needs will there be 10 years from now?

These are only a few areas to explore when assessing the organization and identifying potential changes to policies and practices that will impact facility needs. Whether any changes are planned or not, the time to do so would be during this phase, and not after the design or construction phases are complete.

It is important that this assessment takes place independent of the facility renovation or construction. To avoid unintentionally creating processes that fit the desired facility design and components, the organizational assessment should be completed prior to any conversations surrounding the facility planning and design process.

Secure Key Stakeholder Support for the Project

Establish Community Support

Stakeholder support is critical to the support and success of the project. However, requesting funds for a major project does not happen easily or without a coordinated and strategic plan to garner support. Stakeholder support, whether in developing support for a public safety facility or additional employees is built brick by brick. How is that done? First, identify core constituencies in the community, such as a Parent-Teacher Association or other local activist group. While each community is different, and will have different core constituencies, it is critical that all law enforcement leaders embarking on a facility renovation or construction project identify these prominent individuals and groups early on and elicit their support for the project. Key stakeholders in the community may greatly impact the funding and approvals for the project, and it is the planning team's responsibility to develop an action plan for working with these core constituencies.

Core constituency (noun)

1. A group or groups whose continuing support is crucial for the success of any organization or individual.
2. Any group of people who meet regularly for a particular social or professional purpose.

YourDictionary, "core-constituency."

A common mistake is to assume that if the town's governing body holds a "public hearing" or "public meeting," that the stakeholders and constituents will attend to hear the project proposal. This is unlikely given various time commitments, obligations, and distractions facing community members. It is important to seek out opportunities to engage with core constituencies to discuss the proposal with them, much like any other police services or operations that impact the community. It should also be noted that the first time the department engages with these groups should not be when proposing a multimillion-dollar project that the department is hoping they will approve or fund. Align portions of the agency proposal to support theirs.

Before proposing the project to core constituencies to gain their buy-in, identify core constituencies and engage with them first to understand and help them further their unique agendas in the community.

Most agencies will need community support during the initial planning of their new building. Engaging these groups at least a year in advance will help strengthen the facility plan and perhaps inform initial facility planning and design.

Example 1: A local community group's focus is in keeping the town clean and free from litter. Meet with the group and identify how they can track areas of high littering and develop a plan to counter this using their intelligence. Not only will the department further the group's agenda, but this will help them realize that their quality of life is also a police priority. The new/renovate facility may be more sustainable—potentially LEED certified—to further support their agenda of a clean environment and community.

Example 2: A local Parent-Teacher Association group meets regularly. Attend their meeting to discuss community priorities relating to youth, school bus routes, sex offender issues, and school security. The new/renovated facility may provide space for their meetings, which would ensure a police liaison could attend to speak to security concerns and improvements.

Example 3: A community might have a local Council on Aging, which promotes care and awareness for elderly residents. Meet with the group to discuss opportunities to reduce their likelihood of being victimized, and how the police department can aid them during medical calls. The new/renovated facility may have space to accommodate critical response teams that address elderly issues.

Establish Political Support

Internal agency, governing body, and community support are all critical for a police facility project to move forward. Existing facility deficiencies must be presented to all stakeholders in a logical format with complete understanding of the proposed project. Identifying and conveying the deficiencies of a current facility can be relatively easy. However, convincing executive and political decision-makers of the need to move forward with a project that will require considerable amounts of time, planning, and funding is far more difficult. Government executives and decision makers have political motivations, challenges and problems associated with capital projects, competing funding needs, and internal infrastructure goals. In an ever-changing political environment, considerations to accommodate and facilitate varying levels of understanding and interest in the project must remain a consideration.

It is important to involve other intra-municipal departments in planning and supporting the project. It takes special effort to educate and encourage participation in a positive way. Bring other organizational representatives into the process to solicit their input and ideas. Gaining the support of other department heads can occasionally be the turning point for convincing the executive decision maker that a

project is in the best interest of the entire organization. A critical step here is to prove that the project aligns with the jurisdiction's overall strategic plan and service goals.

Many mid-sized and smaller agencies have resorted to proposing a "public safety" facility approach to an overall building project by combining the needs of police and fire services into one municipal project. By leveraging the needs of these two vital municipal services, a "force multiplier" effect may convince elected officials and stakeholders of the benefit and utility of a building expenditure that has a dual purpose.

Think of the team as representing the entire community. Invite other department heads, such as building officials, planning directors and economic development staff to planning workshops. Gain support from other city organizations and governing bodies. Make it clear that the police department has a stake in, and impact on, the quality of life in the community. The image of a police facility must be seen as synonymous with the government's image and of the community it represents.

Techniques for Establishing Support

Gaining governing body and community support for a capital funded project is crucial. The level of success of a public project can be measured by the support it receives from the governing body, other public agencies, citizens, business leaders and associations. External organizations can offer their support in a variety of ways. They can support a project by advocating for it on social media, commenting on it in newsletters, or speaking about it at meetings. Business improvement organizations (BIO) groups such as the Rotary, Lions, Elks or Kiwanis Club, and local philanthropic and civic groups, are excellent sources of support. Organizations may also wish to sponsor furnishings for a particular room within a newly proposed facility, such as a child victim interview room, police museum, or local community room. Within some municipalities, private corporations have donated their products or furnishings to offset project costs.

The ultimate goal is to gain as much support as possible from all city departments, staff, core constituencies, taxpayers, private corporations, and the press. The larger the support base, the higher the probability for project

funding. High-level strategies are usually developed by an executive decision-making team, which in most municipal government cases, would include a city manager, law enforcement executive, director of public works, planning director and director of finance. The process may also include input from elected as well as appointed officials and the chambers of commerce.

Example 1: In California, a woman placed the Santa Ana Police Department's canine section in her will so that her estate funded their new facility canine kennels.

Example 2: In Chandler, Arizona, etching the names of project sponsors in the entry pavers helped to fund an officer memorial.

Marketing a law enforcement project should be carefully considered. Consider utilizing a large-scale social media campaign to garner support and involve the community and other stakeholders. Support for the project will often arise out of a sentiment that the facility better the quality of life for the community, in addition to surmounting the agency's current facility deficiencies.

Educating specific public and private organizations, core constituencies, and governing body officials can take many forms and should involve the various appropriate contacts and liaisons within the department. Usually, executive management such as a city manager or law enforcement executive will handle these high-profile meetings and public relations events, in addition to the selected design team. However, consider involving members of the department who have positive relationships in the community. Ensure they understand the project and are able to carry the message and advocate for the project whenever possible.

To assist in this educational process, consider the following:

- Utilize a marketing approach to generate buy-in from department staff, community, and governing body.
- Present at community-oriented policing meetings and other public forums.

- Actively use social media platforms, television coverage, and local media outlets to publicize current facility problems and inadequacies (overcrowding, of detention space, lack of community space).
- Offer tours to educate participants on facility deficiencies (space, operations, security, infrastructure).
- Emphasize positive aspects of possible joint-use benefits.
- Focus on life cycle cost benefits of a facility with multipurpose uses.
- Emphasize the planning team's willingness to consider new ideas and recommendations from stakeholders.
- Emphasize community service center concept and how it can improve the quality of life for community members.
- Attempt to close any gaps between perceptions of project (highlight "needs" versus "wants").
- Promote the facility as a crucial and useful tool to facilitate community-oriented policing.
- Provide "benchmarking" comparisons with surrounding agencies to identify size and amenities for facilities similarly sized agencies and populations (to include current costs and costs adjusted for inflation).
- Educate the public on current construction climate and the risk of cost escalation should the project be significantly delayed.
- Educate the public on key differentiators in cost increases for a police facility as compared to a commercial building (security, ballistic protection, evidence/property processing environments, storage shelters, redundant building systems, holding areas, etc.).
- Create a "cheat sheet" for council members and the governing body—so they can more easily respond to constituent questions when the project is challenged.
- Publish the report of the building deficiencies and disseminate it to the public.

Last, do any further needed research. The community and governing body will both want to know specifics about the project that are not determined or final yet for example, the overall expected cost. Be aware of the different methods through which the project can be funded and have recommendations ready based on the resources available.

Obtain Preliminary Approval for the Project

Depending on applicable state statutes, local rules, procedures, and more, the facility project may begin to receive formal or informal feedback regarding project presentations from governing body members, municipality executives, project stakeholders, and community members.

This feedback will help to gauge current support for the overall facility project. It is hoped that by this stage, the planning team will have received initial feedback that indicates approval for and permission to investigate overall project costs, long and short-term financial obligations, revenue and grant sources, all well as all other fiduciary considerations to bring the facility project to fruition.

PHASE II: PRE-PLANNING AND ANALYSIS

Identify and Secure Planning Funds

The law enforcement executive should seek a reasonable level of initial planning funds from the governing body to initiate a more comprehensive facility needs assessment. Planning funds ensure that the groundwork for all future facility design work is reliable and derives from data gathered during the analyses. In order to do so, it is important that the law enforcement executive identify and understand relevant budget approval process(es) and timelines. Understanding this timeline will help the planning team set milestones and decision points to prevent funding delays.

Once facility deficiencies are documented and governing body support for the project is forthcoming, securing sufficient funds to conduct a comprehensive facility planning study becomes necessary. Planning costs will vary based on facility and department size and complexity. This expenditure, which may seem large to the governing body at the time of request, is the most valuable investment that can be made in the project. Planning funds represent the least amount of money that will be spent on the overall project while offering the most potential to ensure a successful project.

At this stage the department should obtain planning funds to

- confirm the commitment of the jurisdiction to a new facility project,
- allow the department to begin to expand the project team (use of consultants), and
- travel to model sites, as needed.

Requests for up-front planning funds are supported by the documentation of the department's policing philosophy and current facility deficiencies. The request can be based on the cost experiences of similar, regional departments who have already planned and designed a new facility, or by an architect that has provided similar services.

Consider the following issues when making the request to the governing body for planning funds:

- Examine jurisdictional funding constraints and priorities.

- Clarify that front-end planning costs can result in decreased maintenance costs and later renovation costs.
- Front-end planning can expedite the project by providing project justification.
- Time the request to coincide with the governing body's yearly budget cycle or long-range capital improvements plan.
- Base consultant fees on scope of work and what is needed from the consultant.
- Obtain planning expenditure approval.

When seeking funds for the planning stage, police leaders should refrain from making estimates of the anticipated design and construction costs. "Ballpark" estimates at this stage are frequently wrong, since they are not based on documented information and analysis. Estimates at this stage also become liabilities for the police executive and the department, whether they are too high or too low. The department should take the position that facility costs are not, and cannot be known, until the planning process is put in place and completed. Many projects have been jeopardized or adversely curtailed in scope by someone presenting a "ballpark" figure that becomes public or is used by leaders to gain approval for the that exact amount.

During this stage, it is important to understand the primary funding sources of facility projects. It is rare that projects are paid for in cash, so generally, funding comes from

1. local government's operating funds;
2. local government's Capital Improvement Funds; and
3. through bonds, depending on the assets of the community.

Every community has a "bond rating." Bond ratings are an important factor in determining the lending community's interest rates. Once such a bond is issued, it is important to calculate when it will best be used for revenue. Bonds should be used only for the particular reason they are originally raised and must be used within a certain time frame.

issuance. In other words, if a bond is obtained to build a facility, the planning team cannot place the bond into the town's "bank" and then purposefully wait 20 years accruing interest at a higher rate than is owed. This is a practice known as "bond arbitrage."

Any use of bonds should be implemented and communicated strategically. For example, one community might borrow a portion of the whole expected debt at the beginning, and once the end date is within the statutorily allowed time frame and while interest rates were low, they might borrow the remaining. It is important to seize on low interest rates when a community can borrow such an amount.

Understanding the bond process early in the project initiation can help greatly in facilitating support for the project. Questions about project financing will arise often and from all key stakeholders. Having the ability to forecast the possible payment methods for a long-term project—and developing a recommended path forward—will assist in both planning and securing support.

A brief overview of the bond process is as follows:

1. Work with the Treasurer or Finance Department to determine if there is an ability to borrow for the project. This means identifying if the community has the statutory authority both federally and locally to raise and appropriate such debt and to pay back lenders.
2. There are typically two types of bonds:
 - a. General Obligation
 - b. Revenue Bonds
3. Identify a competent Financial advisor to work on the bond project. Often, communities already have such an expert on staff, or they might work with attorneys who act as a "bond counsel."
 - a. The financial advisor will eventually facilitate the procurement and create the "offer statement" for a bond.
 - b. A separate bond counsel will then be used to review all documents for compliance.
4. Determine how and when it will be paid back.

Establish the Planning Team

Before moving to the initial planning steps (site analysis, space needs analysis, and preliminary cost estimates), identify, select, and put in place a planning team to oversee the hiring of an experienced architectural firm or consultant with specific law enforcement facility planning and design experience. The planning team is created after the governing body has given consent to move ahead with facility planning and provided sufficient initial planning funds to do so. Creation of this team offers an opportunity to bring all stakeholders together and create a working relationship focused on the same goals.

The planning team provides the avenue through which all major planning, design, and construction decisions are made. The membership requires diversity and it influences the community buy-in and overall success of the project. The task of managing consultants and making decisions on complex issues falls to this group.

Selecting a Police Department Representative for the Planning Team (Police Project Manager)

A police department project representative will be important during the entire project and may be either a police executive (usually the case with smaller agencies) or a designee, such as a commander, captain, lieutenant, civilian manager, or facility manager. Occasionally two may share the role, with a designee handling most of the tangible work and a chief managing the more sensitive, political aspects of the project, such as the concerns of citizens and council members.

If a police executive elects to utilize a designee as the department's representative, selection should be based on expertise, skills, and commitment. A background in project management, facility planning, and construction will be helpful. A genuine interest in learning and managing all aspects of a project, as well as being accountable for a project's success or failure, are strong selection criteria. The stronger the personal commitment, the better the project.

A successful PPM should do the following:

- Plan to stay with the project from pre-planning to move-in.
- Always know what is going on relative to the entire project.
- Attend all group meetings.

- Select and convene a planning team.
- Sit in on all transition task force meetings to ensure necessary work is completed within set timelines.
- Coordinate and schedule activities.
- Be capable of delegating assignments.
- Serve as a single point of contact and spokesperson for the department.
- Document the results of each planning session.
- Be a good listener and have a positive attitude.
- Build consensus among community agencies, members of the department, partners, planning committees and others.
- Ideally have some previous project design and/or construction exposure; some agencies/cities enlist the services of an owner's representative (Owner's Rep.) with prior experience.

Early selection of a dedicated and qualified PPM and project team is essential. Staffing and assignments can vary throughout a project—but commitment to common goals and teamwork are vital. And consistency across the team throughout the project can greatly increase the chance of success. It is very important to have consistency in terms of leadership and project commitment, project history, philosophy, police standards, established relationships, and knowledge of the project.

Tips for the Agency Representatives

- The more planning up front, the fewer problems at the end.
- Don't assume architects or consultants know the department's needs. Get involved and work as a team! Don't let them work in a vacuum.
- Ask questions, expect answers.
- Don't expect to learn how to read drawings or understand all of the specifications. Rather, utilize other municipal staff such as the Building Official to review the design documents. Make sure to get satisfactory answers to questions on how the various spaces will function.
- Attend the IACP Planning, Designing, and Constructing Police Facilities Course.
- Form transition teams as soon as possible.
- Think proactively, not reactively.

- Don't assume to know everything about the department's needs. Request feedback from employees throughout the agency. Many architects utilize questionnaires that are filled out by staff as part of the pre-design process. This will begin the buy-in process.
- Don't develop tunnel vision. Focus on the big picture.
- Share and document what is learned so others can learn from mistakes and successes.

Additional Planning Team Members

Additional members of the planning team may include sworn and civilian managers and/or employees, each representing a particular technical or operational point of view. This is especially necessary during design development and the later parts of construction. Other team members may include police front-line officers with special skills or an interest in architectural or construction projects. The duties of these members, as well as the role of the team, can vary as the project evolves.

Part-time membership may include organization representatives, such as the Purchasing Department who may be brought in during the acquisition process; a technology professional and IT staff member who can speak to current and future technology needs, a building maintenance representative to identify any city or agency "standards" and offer insight on the facility's mechanical systems and interior finishes, a fire marshal to speak to jurisdictional codes, or public works staff who special in off-site work or underground utility information. Ad hoc groups may be added to the planning team at various times to provide additional information. Community members with specific expertise and interest may also be on the planning team as necessary. Project architects and consultants, if brought on at this stage, should be considered an extension of this team.

A Note on Public Works: New construction, adaptive re-use, large expansion, and extensive renovation of police facilities typically are assigned to a public works or facilities department once they become formalized and recognized as capital projects. Public works projects are usually supported by a public works agency project director and/or capital projects team. If the department of public works develops a project team and appoints a project director, the PPM must play a major role on that team, while at the same time continuing to head up the police-specific planning team. In these cases, the pla

team becomes a vital technical user/subcommittee of the public works team. If the project becomes headed by public works, or facilities, then this subcommittee will relay their input through the PPM.

Whether the planning team is public works or police-based, the formal organization of a project team needs to be clear so that everyone is aware of the existing and agreed-upon structure. Public works departments and their structures already exist within most municipalities. However, if the planning team remains police-based, determining a clear governance structure and decision-making process for the team are critical to clarifying roles and authority. While major decisions affecting project approval, funding sources, and architectural or construction contract award are usually reserved for the organization's executive decision makers and/or elected officials, most cities, counties, and states have laws pertaining to the awarding of contracts and use of public funds that establish a set process to follow. Again, each project varies, but this needs to be discussed up-front so all team members understand and agree to the process and their responsibility to make certain decisions, whether they relate to design, budget, location, furnishings, public relations, selection of architects, contractors and consultants, or acceptance of product submittals.

Other items the planning team should consider include

- developing a consistent consensus and decision-making process,
- ensuring this group directs the project from start to finish,
- ensuring consistency across team and in team decision-making/messaging,
- utilizing one spokesperson, and
- maintaining a consistent procedure with all partners.

Project management is the key to any project, especially one as vital, detailed, costly, and politically sensitive as planning, designing and constructing a new police facility. Careful selection of a police planning team can mean the difference between project success and failure. Each team member must understand and agree to the actual time commitment involved. A three-to-five-year undertaking is normal. This could easily be extended depending on the size and scope of the project. When finalizing the initial planning team, be clear about the time commitment and work required of team members, as well as their authority

to make decisions and involve other members from within and outside of the team.

Role of Architectural Consultants on the Planning Team

Qualified architects and consultants experienced in design and construction of law enforcement and public safety facilities play a key role on the planning team. Typically, they take the lead in

1. conducting a site feasibility study,
2. completing a formalized space needs analysis, and
3. developing preliminary budgets for the project.

References of qualified architectural firms or consultants can usually be gathered from online searches and/or police departments who have recently gone through the building process. Attending law enforcement conference and trainings, such as the IACP Planning, Designing, and Constructing Police Facilities training, is another way to identify architects specializing in the design of public safety buildings.

Hiring an Architect

Most government organizations utilize a request for proposal (RFP) or a request for qualifications (RFQ) process to engage an architect. Each process has similarities to the other; however, each has its own particular strengths and should be considered depending upon the project being proposed. It is important to note that at this stage, consultant selection may be only for the initial space needs analysis and site evaluations. The major difference is that an RFP will ask for qualifications and a fee while an RFQ will request a firm's qualifications.

Selection of the architectural team to design the new facility may or may not be connected to the selection of the architect or consultant chosen previously to produce a space needs analysis, select a site, and develop an initial project budget. Some jurisdictions make it clear in the contract for the space needs analysis that the architect chosen will not participate in the actual design, with the intent of balancing biases. Other jurisdictions find it best to contract with the planning phase architect or consultant for the purpose of project continuity and because the pre-design architect has already developed good understanding of the department and its operation. Selection will be affected by the type of design and construction delivery approach chosen by the team.

Note: Each jurisdiction must confirm architects' acquisition protocol for "professional services" with their legal counsel and purchasing departments.

Selecting an architectural firm or consultant to conduct initial analyses is usually accomplished through an RFP or an RFQ using a qualification-based selection (QBS) writing and review process. It is important that the PPM be highly involved during this process. As mentioned previously, there are times when a department might not have the resources to devote a full-time or even part-time representative to the project. When this is the case, departments often hire a consultant or individual to act as the "Owner's Rep." or a liaison between the police department and hired architecture firm or other relevant consultants.

RFP - Request for Proposals: An RFP bases architect or consultant selection upon a presentation of the proposed project's scope of services set forth by a particular firm, using a set of evaluation criteria and scoring sheets. It also outlines the firm's qualifications to handle the particular project. Fees are sealed and not opened until scoring is completed and firms are ranked. Fees are then considered as part of the final selection process weighed with ability, experience, and other selection criteria.

RFQ - Request for Qualifications: An RFQ bases architect or consultant selection upon the qualifications of a particular firm to perform the required services, using a set of evaluation criteria and scoring sheets. Once considered properly qualified, selection can continue or proceed directly into fee negotiation with the firm considered most qualified, (similar to the RFP process). The RFQ is generally based on the QBS processes established for federal procurement under the Brooks Act of 1972.

QBS - Qualification-Based Selection: A QBS bases architect or consultant selection upon the qualifications of a particular firm using a set of evaluation criteria and scoring sheets. The emphasis is on matching the qualifications of firms to the police agency's needs, rather than comparing one firm to another. Firms are rated by qualifications. Interviews are held with the top three or four firms, and a final rating is established. The agency will then negotiate a mutually agreeable fee with the highest rated firm. If no agreement on fees can be reached, the agency would then negotiate with the second rated firm.

The RFP or RFQ document is usually written, advertised, and released by the purchasing department in conjunction

with the organization's public works or capital projects department. Obtaining copies of comparable documents from local agencies that have recently built similar facilities is encouraged. A PPM should ask to review the document prior to its release, thereby ensuring the needs and viewpoints of the agency are clearly expressed. These documents should include minimum qualifications for proposals, such as prior size and scope of previous police projects, former PPM references, demonstrated comprehension of the applicable policing philosophy, (

A PPM should carefully read over all submitted information from architectural firms offering proposals on the project, contact their listed references, and visit sites designed by the firms, if possible. It is not uncommon to have the highest-ranking firms present their proposals and credentials to the selection committee. This can enhance the selection process. A PPM should be a major decision maker in the selection process to ensure department needs are represented and the quality, philosophy, and personality of the architectural firm or consultant team meet the needs of the project.

Selecting the architectural firm to complete the project is a complex task. Smaller local architects provide a level of familiarity and comfort, as well as a history of completing regional projects important to any client. Larger firms, particularly those based in larger cities distant from the client jurisdiction, may bring national expertise in the law enforcement design arena, but can also be entirely unknown to the client. Teams that blend local architectural firms with nationally experienced police facility consultants are a promising option.

For smaller projects, a local qualified architectural team may be sufficient. In cases where there is not a local firm experienced in police facility design, an experienced consultant joining the local architect is recommended. Occasionally, larger police projects will require the recruitment of combination teams, such as a local architectural firm developing a partnership or joint venture with a nationally experienced police facility specialist. This will allow for a local presence, while offering the experience of a larger architectural company. In any project, it is important to hire an architectural team with experience in designing similar law enforcement facilities.

Key criteria to consider when selecting an architectural team include

- recent experience with law enforcement facility projects;
- experience of proposed project team members;
- good listening and teamwork skills;
- personal chemistry or comfort level;
- flexibility and creativity;
- solid, experienced organization with a good reputation;
- preliminary plan for design process and possible alternatives;
- size of firm and years in business (at least five years);
- reference checks; and
- pending work on other projects (availability).

The techniques and approaches used by architectural teams will have a significant impact on the outcome of the project. The best technical skills are only as good as the architect's ability to employ and articulate them. If an architectural team cannot establish rapport with a client, they cannot effectively use their skills to serve that client. The jurisdiction's selection team must ensure the department hires the best-suited architect. The selected architect must ensure a successful design that meets law enforcement agency needs.

As stated before, having current knowledge and experience in the design of law enforcement facilities is an essential requirement of the architect or architectural team selected. The law enforcement agency must carefully assess architectural team qualifications to identify those teams with the most relevant experience.

Selection of the architect will mirror the RFP or RFQ formats. Once the selection is official and an architect is hired, the agency's representative will merge the architectural team into the planning team as soon as possible through a series of meetings and discussions. Whichever competitive selection process is chosen, the jurisdiction should take great care to evaluate competing firms on their knowledge, skills, and abilities and then develop a short list of potential firms.

If an RFP or RFQ process is mandated by law or through jurisdiction preference, the agency should keep in mind that selection focusing on a low bid might not be required and can be of concern. Firms lacking expertise

may submit uninformed proposals at lower amounts or offer discounted packages to conduct both the needs assessment and future design services. Be cautious of these proposals and ensure the firm is qualified to design a facility that meets the complex and technologically advanced operational needs of the agency.

Conduct a Space Needs Analysis

Conducting a formal space needs analysis is an important first step toward defining the scope of a facility project and developing accurate preliminary cost estimates. Hiring an experienced architect or consultant familiar with law enforcement needs is crucial to obtaining a detailed analysis addressing current and projected space needs.

A formal space needs analysis is required for any project move beyond a conceptual stage and into a more defined phase. A thorough space analysis must demonstrate the inadequacies of a current situation and offer reliable estimates of current and projected space requirements based upon industry standards, policing trends, and client growth. An experienced police facilities architect can accurately gauge and assess where inefficiencies have slowly crept into operations on an aging and inadequate sized and organized facility. Information gathered during the previously recommended organizational or operational assessment should guide the space needs analysis so that space needs do not unnecessarily alter operational processes. Quality data collection must take into account the comments, requests, and needs of the department, but take into account the likelihood of agencies to view the possibilities for the new facility "through the eyes of the old." The role of a qualified architect can be to shed light on operational improvements available through better facility organization and concepts.

Utilization of Space Standards

One area that affects all space needs analyses is the determination of square footage allocation per occupant in certain rooms, offices, workstations, and so forth. These sizes can vary with each project as demographics, organizational philosophies, functional needs, and other issues impact each agency's needs. While there are some minimum standards set by law and/or accreditation agencies as to jail and holding cell sizes (state boards of corrections and state court requirements) and circulation area standards (Americans with Disabilities Act and fire codes), there are no absolute standards for offices,

workstations, or locker sizes. Each individual agency must examine its own needs while keeping in mind the standards utilized throughout other governmental offices and law enforcement facilities.

Once established, office and workstation square footage standards will be used as a basis for space allocation during the facility assessment planning process. Other areas, such as roll call or briefing rooms, lunchrooms, and conference rooms, may be determined by room occupancy needs and growth factors.

Preparing for the Space Needs Analysis

Agency Background

The following information is critical and must be shared with the architect/consultant to ensure an accurate analysis.

- Policing philosophy
- Organizational hierarchy and organizational chart
- Current and future department goals
- Jurisdictional strategic plan (mission, goals, objectives)
- Current and future staffing projections
- Department history
- Key personnel to be interviewed
- Arrests and calls-for-service data
- Prevalent types of crime within the jurisdiction
- Data collected from a client facility needs questionnaire
- Space needs of the agency by function (sworn/civilian staff, justice agency staff, and citizens/visitors)

Existing Facility (if renovation or expansion is being considered)

The architect or consultant must understand the layout of the existing department's current facility as well as building codes within the jurisdiction. This information may affect a recommendation to renovate or expand the current facility. Data gathered on the current facility and relevant building codes will include the following actions:

- Review updated floor plans of current facility.
- Review civic center master plan.
- Review zoning, planning, and building code issues.

- Assess compliance with Americans with Disabilities (ADA) criteria.
- Evaluate technological systems.
- Evaluate structural systems.
- Evaluate HVAC systems.
- Evaluate plumbing system and fire protection.
- Evaluate electrical and telecommunications systems.
- Assess environmental deficiencies.
- Conduct walk-through of current facility.

Future Trends

Conducting a space needs analysis requires an understanding of future policing trends, as well as police department needs and preferences. The architect or consultant must do the following:

- Examine future trends and needs such as
 - legal changes that mandate adult and juvenile arrestee/inmate space needs, additional evidence storage capacities, space for mandated officer training, etc.;
 - planned department growth; and
 - impact of grant-financed programs, task force and regional enforcement groups.
- Identify preliminary adjacency requirements for each section and department.
- Identify current, future, and potential shared uses, as custodial exchange, public safety use, firing range and classroom training.
- Assess parking and vehicle storage needs for police department staff vehicles, employees, visitors, deliveries, repairs, evidence pickup, police auction space, and ticket sign-off area.
- Identify associated growth factors into all calculations.

Technology Needs

The rapidly changing information technology environment continues to impact design, space requirements, and equipment specifications for facilities. Consider conducting a formal technology needs assessment in addition to or as part of the overall organizational assessment. A new facility is the best time to review the status of each technological system and piece of equipment in use and consider opportunities to improve connectivity between

existing and/or new systems. The following should be closely scrutinized:

- Size, quantity, and location of communications room(s) and potential for Emergency Command Post
- Access floors and ceiling heights
- Larger computer staff and equipment areas
- Computers for training and continuing education
- Computer/forensics crime labs
- Officer information technology equipment storage needs
- General storage needs for high-tech gear
- Wiretap rooms and associated equipment
- Satellite uplink-downlink needs
- High-tech driving or firearm training areas
- Lobby space for computerized interactive citizen participation
- Teleconferencing areas
- Crime task force computer needs
- Technological needs at firing ranges (computer simulation equipment)
- Proper HVAC and ventilation for electronic and technology equipment and evidence storage and processing rooms
- Workstation quantity and sizes for additional tech items
- Electronic storage strategies and solutions for body-worn cameras, social media platforms, surveillance cameras, evidentiary capture video and audio, increase in interview rooms settings, and so on

Examination of prior police facility planning efforts shows that many of the areas listed above, while critical to the policing function, are often overlooked during space needs analyses. It is critical that the police agency ensures that the architect or consultant is aware of all of the agency's possible space needs before completing the analysis.

The PPM should continuously help the team re-examine, refine, and redirect the project. As information is collected, it can change a project's size, scope, budget and direction. It is important to include all key stakeholders in the decision-making process. Technology's role in day-to-day law enforcement requires an IT specialist be included in the planning team. At a minimum, IT staff should be introduced to provide recommendations at the earliest project stages. Other important representatives are those

overseeing and managing facility maintenance upon occupancy. Adequate space allocations for custodial work areas, product storage, cleaning equipment, motorized equipment necessary for replacing lights or changing filters, and repair shops are often overlooked in the development of a space needs analysis.

Since the new facility may be in use for a life span of 20 or more years, projecting future growth is an essential part of the space planning stage. Space must be allocated to anticipate changes in staffing levels, programs, and the changing demographics of the service population. While determining future needs is difficult, jurisdictions can sometimes use past history of change (typically the last 10 years) to estimate future growth. In other locations, recent and anticipated community development can directly impact the need for increased police services and require facility space.

The results of a space needs analysis will determine the size of a facility, which usually sets the budgetary limits of a project. The planning team should remain flexible and open to new ideas and changes, exploring all options for workable space alternatives.

Conduct Site Evaluations

Careful consideration must be given to the size, location, and flexibility of any existing or potential facility site. Site selection determines the maximum footprint or size of the facility and must, therefore, meet all space needs requirements. Site location determines accessibility of the police facility to other government staff, the public, and police officers.

Site evaluation and selection must be carefully considered whether exploring the possibility of renovation of an existing facility, acquisition of an adaptive re-use facility, or new construction. According to real estate investors, a primary rule in selecting property is location. This is also true for police facilities. There are many essential components of site evaluation:

- Cost of land
- Cost of site development
- Size and shape of site
- Potential for multiple uses
- Public access to site (vehicular and pedestrian)
- Visibility and views

The following is a checklist of areas that might be included in the space needs analysis. It is generic in nature, and need to be adjusted (addition or deletion of areas for study) based on local needs:

Administration

- Executive office, restroom, conference room
- Staff offices
- Reception areas
- Professional standards and internal affairs
- Secured file storage/personnel records
- Personnel interview and testing rooms
- Legal advisor office, law library, etc.
- Management information system
- Planning and research areas

Public Areas

- Community room
- Front desk with ADA accessibility
- Lobby
- Report writing rooms off of Lobby
- Records window if separate from front desk
- Bathrooms
- Interview room
- Vending machines
- Media briefing area
- Any required public awareness materials

Staff Facilities

- Locker rooms with showers, restrooms, or open lockers with individual shower/toilet/changing rooms
- Fitness center
- Defensive tactics room
- Firearms simulator training room
- Conference rooms
- Lunchrooms, coffee areas, or open "Hub Zones"

- Electric cart and bicycle parking
- Large trash storage
- Restrooms and lounges

Communications & Dispatch

- Dispatch consoles and offices
- Emergency operations center
- Break room and restrooms
- Training/briefing room
- Lockers and storage

Forensic Laboratory

- Staff office and file areas
- Evidence processing areas
- Ballistics processing areas
- Computer crime lab equipment (and special computer needs)
- Officer counter
- Evidence temporary lockers
- Biological drying cabinets
- Vehicle examination and short-term storage (evidence) area
- Equipment storage areas

Evidence

- General evidence storage
- Weapons storage
- Narcotics storage (special ventilation)
- Evidence lockers - DNA/biological storage
- Public counter
- Officer counter
- Bicycle storage
- Freezer and refrigerator storage rooms
- Arson storage
- Hold areas for auction or destruction
- Office areas
- Safety precaution sinks, restrooms, etc.
- Large item return for citizens

Site

- Visitor parking
- Employee parking
- Secure marked and unmarked police vehicle parking
- Automobile storage
- Safe swap zone

Investigation

- Staff offices
- Reception areas
- Secured file storage
- Controlled hard and soft interview rooms
- Child abuse interview rooms
- Controlled suspect restroom
- Gun lockers
- Undercover locker rooms
- Informant entrance
- Briefing room
- Equipment storage rooms (e.g., narcotics, money)
- Large item booking area
- Tape equipment room
- Polygraph room
- Victim ID area (computer graphics)
- Task force needs
- Line-up and viewing room (detention)
- Hoteling offices for outside agencies
- Victim Advocate Office
- Crime Analysis Office

Patrol

- Briefing/roll call room
- Report writing room
- Clothes and equipment locker
- Secured sally port
- Evidence packaging areas
- Audio/visual tape equipment

- Watch commander offices
- Juvenile holding rooms
- Armory
- Supply and uniform pickup area
- Sleep center
- Uniform dry cleaning drop-off/return

Records

- Public counter
- Officer counter
- General office areas
- Report copying area
- Micrographics/optical disk area
- Hard copy records storage room
- Supply storage

Traffic

- General office areas
- Public counter
- Motorcycle parking
- Citation data storage
- Accident investigations interview rooms
- Citation sign-off parking area

Training

- Firing range and gun-cleaning rooms
- Training equipment storage rooms
- Ammunition and target storage
- Classrooms
- Video training viewing areas
- Department weapons storage

Maintenance

- General storage rooms
- Electrical rooms
- Server rooms
- Janitorial rooms
- Building maintenance storage and repair rooms
- Delivery/loading dock area
- Vendor repair parking

Other General & Specialty

- Central supply warehousing area
- Main computer and IT rooms
- Computer staff offices and storage
- Specialized computer training rooms
- Fiscal, payroll, purchasing areas
- Crime prevention areas
- DARE program needs
- Surplus uniform and equipment storage
- Employee mailboxes
- Electric vehicle recharge station
- Trophy and award storage
- Copier, shredder, mailrooms
- SWAT weapons and ammo storage
- K9 office and kennel
- Animal control storage and offices

- Proximity to other governmental functions
- Response to citizens needs and concerns - a neighborhood context
- Travel and mileage issues
- Positioning of new facility on site
- Security
 - Adequate site to permit sufficient building setbacks
 - Away from railroad tracks handling hazardous cargo
 - At least two means of ingress or egress for police vehicles
- Noise and traffic impact
- Expansion possibilities
- Former use of identified land
- Possible ground contamination
- Possibility of locating artifacts during site preparation and excavation
- Zoning
- Utilities/easements
- Topography/geotechnical/soils
- Waterbodies/wetlands/floodplain/stormwater control
- Infrastructure improvements
- Impact to current tax rolls by taking the property
- Satellite/cellphone coverage and improvements
- Accessibility to mass transit

Acquisition of a New Site

Several acquisition issues must be kept in mind. The first is cost. Are the sites being considered priced reasonably given jurisdictional budgetary constraints? Are the site owners willing to set up a reasonable timetable to acquire the site? Have EPA and other studies (e.g., geotechnical) been completed, and are reports available?

Site selection is occasionally imposed upon agencies when government organizations already own a new site they want to use. The site itself will dictate the maximum footprint of a facility. Occasionally, site selection will involve multiple sites until one is finally decided upon. All sites must be examined carefully for needed characteristics, functions, and detractors. The planning

team should remain flexible when viewing all sites as potential selections.

Site selection can also be difficult if other jurisdictional priorities intervene. Many cities are now "built out." Building land on the outskirts of town is no longer feasible. One community may want to site the police facility centrally to buttress a declining downtown. Other communities similarly concerned with adaptive re-use may want to use the old junior high as a primary site consideration. In other areas, decentralization and/or regionalization are strong themes and would impact and possibly limit the range of sites a department can consider. Police facility site selection in larger cities may have to begin with the completion of an organizational strategic plan to determine whether the correct long-term solution is one single building or a number of strategically placed new buildings.

Expansion or extensive renovation of a current facility necessitate the acquisition of adjoining land. Occasionally this may be difficult. Owners of adjacent property might not want to sell. Further, the expansion of the current might not offer the optimum setting or security. All of these needs to be considered if expansion or facility renovation is being considered as a viable option. Departments should work with their governing bodies to consider re-use of vacated buildings.

Political and executive project commitments to the community and police department, such as site and facility size, joint use, jail inclusion, security, and building positioning and location, may be unachievable due to limitations of available sites or sufficient funding for site acquisition. Continued investigation of additional sites may be necessary, which can delay a project. Site selection delays can in turn affect project momentum and cost, which may increase with time.

Develop Preliminary Project Budget

Once the space needs analysis has been reviewed and approved by the planning team, and possible site locations have been considered, an initial project budget can be established. Using the gross square footage developed in the space needs analysis, the architect/consultant will work with the PPM to put together an initial projection of the project's cost. Using unit square footage costs, the architect will apply the projected space needs of the department to identify an initial projection of construction costs if building a new facility. This projection, along

with the space needs analysis, will be data to present to the governing body to help confirm that the project is within budget.

In addition to construction costs, the architect will add an allowance in the budget for “soft costs.” These costs will include furniture, fixtures, and equipment (FF&E), agency costs, professional fees, security equipment, IT requirements, and other specialized items that may be identified during this process. A simple rule of thumb is that “soft costs” will be in the range of 20 percent to 25 percent of the construction costs.

Appropriate allowances for design and construction contingencies will be included in both the construction and soft cost projections, as will estimated inflation and escalation costs based on the projected construction time frame. Subsequent cost projections will be made after the pre-design phase is complete.

Obtain Approval to Proceed with the Project

With the needs assessment and preliminary cost projections finalized, the project is ready to receive official approval to move forward with formal site selection and facility design and construction. This is a critical step as it will likely lock the project into a specific funding amount and mechanism to be used. If properly managed to this point, the project should have organizational supporters as well as community champions. These groups should be tapped to push the approval across the finish line. Building on the enthusiasm and commitment for the future will help the inevitable restraint of committing to the project and its associated cost.

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Seeking approval from the appropriate governing body should be used as an opportunity to sell the value of the project and its impact to the community. Few governing bodies want to get into the minutiae of a project, but rather want to understand its value to the citizens and employees. Remember to compare the existing condition to the anticipated future state. Use images of similar facilities to help others see the vision for what they are approving. Have the entire team participate in the

presentation by focusing on their areas of expertise to help demonstrate the thoroughness of the planning.

Evaluate Facility Options

Once approval to move forward with the project has been received, it is time to evaluate the facility options. There are three basic options when considering replacing an existing police facility: renovation of the existing building, acquisition and adaptation of an existing non-law enforcement facility, or new construction. Renovation of an existing facility may become a more realistic option if space was previously shared, and the other entity sharing space with the department has moved out. Comparing capital and life-cycle costs for each are essential to determine the most cost-effective use of public funds.

The space needs analysis will have identified the various functional components, adjacency requirements, security needs, movement and flow between components, and individual area requirements. This analysis data forms a solid foundation and benchmark for analyzing available facility options and evaluating the extent to which each option can be successful in meeting the identified needs.

The preferred choice is selected as a result of the analysis of each available option’s ability to meet identified programmatic, functional, and space needs. Each option must meet the criteria established in that jurisdiction. Beyond meeting basic square footage requirements, examples of facility evaluation criteria may include answers to the following questions:

- Does the facility have the ability to meet “essential services” of building and structure code requirement
- Can the project deliver the required space identified in the space needs analysis?
- Have group components been combined for efficient operations (needed adjacencies)?
- Is there needed security zoning provided?
- Was separate public, staff, and prisoner movements considered?
- Does the project achieve desired community-policing image?
- Is there the ability for future expansion?
- Has the ability to accept new technology systems, furnishings, equipment, etc., been considered?
- Is there sufficient parking for staff and public?

- What is the adequacy of mechanical, electrical, and technology support systems?
- Can this facility option be acquired or accomplished within capital budget constraints for renovation or new construction?
- Does the facility support cost-effective operations and reduce long-term life-cycle costs (for example, staffing, energy, maintenance)?
- What is the duration required for implementation?
- Do you need to consider interim relocation and phasing needs and related costs?
- Does the facility have visibility and accessibility to the public?

Many of these criteria will require professional input by an architectural and engineering consultant experienced in law enforcement activities and facility needs assessments, especially for mechanical, electrical, and plumbing engineering (MEP) system review. Throughout the facility option evaluation process, police input is crucial and police needs should be the primary influence for decision-making. The general characteristics of the three basic facility options are reviewed below.

Option 1: Renovate the Existing Facility

This is frequently the first option considered. In many cases, however, the existing facility may be small, deteriorated, or so obsolete that there is no reasonable ability for it to be adequately improved. In these cases, attention can immediately move to the next two alternatives: acquisition of another building for adaptation or new construction.

In those cases where it is not obvious whether the existing facility could be successfully renovated, its reuse and improvement should be explored. In many cases, government officials will not consider a new construction project, or acquisition of an alternative facility, until the inadequacy of the existing building is clearly demonstrated. If so, each of the criteria cited above needs to be considered as well as any other that may emerge. Since nearly all building codes require police facilities to conform to structural requirements for earthquakes or high winds, it is often not cost effective to expand a nonconforming building. For example, the International

Code Council (ICC) has identified police facilities as one of the five building types that must be built with a storm shelter when located in a 250-mph wind speed zone for tornadoes.¹ Codes for public safety buildings are generally higher than for other buildings, and new building code may require extensive security measures that the existing building cannot accommodate (for example, having a storm shelter to house and protect all staff in the event of an emergency).

Existing facilities often fail on the criterion of adequate space. In most cases increases in police services and personnel have not been accompanied by increased space to support them. It is common for police department staffing and operations to have expanded significantly along with community growth since the time the existing facility was built or acquired. In many cases, an existing police facility may provide very little of the total required space that a detailed space needs analysis will recommend after including the application of standards.

Older police buildings often permitted the public to “walk-through” operational spaces, whether going to an executive’s office or to the Investigations Department. Secure separation between police operations and the public is a primary design goal of all new law enforcement buildings. Secure separation between employees, the general public, and prisoners who have been brought to the facility for holding, fingerprinting, or an investigation interview is another. It might not be possible to develop an updated workflow within the existing facility that provides the necessary separation between the public and police.

Option 2: Acquire and Adapt Another Existing (Non-Law Enforcement) Building

Specific local circumstances will govern whether this is a feasible or attractive option. The recommendation from the space needs analysis, or space program, will indicate the amount of space needed. Caution should be taken to ensure that the “useable” space in any facility under consideration is equivalent to that which the space program has identified as needed. The distinction here is between “net” square footage and “gross” square footage. The “net” space is that which exists “between walls, paint-to-paint” in particular functional areas or amount of space that can actually be used for the targeted functions. The “gross” space is the total building area

¹ “Highlights of ICC 500-2014, ICC/NSSA Standard for the Design and Construction of Storm Shelters.” *Highlights of ICC 500-2014, ICC/NSSA Standard for the Design and Construction of Storm Shelters*. FEMA.gov, www.fema.gov/media-library/assets/documents/110209.

allowing for such features as corridors, stairs, elevators, mechanical, toilets, structure, and wall thicknesses. The total gross area offered by an existing building is not going to be entirely available for police operations. A professional feasibility analysis will be required to determine this relationship. This analysis is typically completed during the needs assessment process by a team of engineering and architectural experts and can be requested as part of an architect or firm's space needs analysis proposal.

The configuration of existing buildings not originally designed as police facilities may compromise quality, efficiency or even security of police operations. For example, a multistory building with its space uniformly distributed over two or more floors may force some police components to be separated from other units with which they work closely. This means that staff may spend more time traveling between units, reducing their efficiency. It can also mean that needed interaction between staff is discouraged by the building configuration. In a local law enforcement facility, the majority of the operational components will benefit from a main level (street level) location. For example, the movement of prisoners between floors is generally less desirable from a security, operational efficiency and staff safety viewpoint—and may require a dedicated elevator. Similarly, patrol operations benefit from easy access to and from vehicular areas.

Another important configuration issue, even with a one-story building, will be the actual shape of the existing floor plan. The proportions of the existing floor plan will determine how needed space is arranged. Will staff workspaces have windows? Will separations between public, staff, and prisoner movements be possible? Where is the existing building located on the site? The existing building configuration and location may pose challenges for movement flow and security. Adapting a retail store or office building, with parking in front, does not typically function well—since a police station needs most of its parking in a secure area behind the building. Necessities such as hardening measures, cutting in new windows, and removing large areas of flooring for new plumbing can all become cost-prohibitive and decrease the viability of adaptive re-use of a non-law enforcement facility.

After the use potential of an existing building has been determined, the evaluation needs to determine whether any compromises from optimal relationships are created. The physical size of an alternative building being considered for law enforcement use, in relation to the

amount of needed space, will not be the only consideration that determines its desirability or feasibility.

If the choice is made to re-use and renovate a non-law enforcement facility, any compromises made or expectations regarding future renovations should be clearly documented. Often assumptions are made that necessary alternations and long-term fixes unable to be implemented in the original design plan will be evident to future agency leadership. These compromises, expectations, and future renovation considerations should be documented so that successive commands can easily reference them when funds become available to continue renovation.

Option 3: Construct a New Facility

In both the renovation and adaptive re-use options, the greatest concern is that making use of an existing building may force an agency into a facility configuration that requires compromises in the quality, efficiency, and even security of police operations. Thus, it is usually helpful and cost-effective in the planning stage to compare and prioritize the features that can be obtained with new construction against those that result under either or both of the two previous options. If for no other reason, this should be done in order to see what the difference in cost would be between the choices. This information could be instrumental in tipping the scale in one direction or another, or in making it a very clear choice.

When comparing the feasibility of a new facility versus renovation or adaptation, it is not necessary to develop a detailed design for a new facility. It is normally sufficient to take the total gross square footage that has been developed in the space program at an average cost per square foot according to recent construction cost experiences for similar buildings in the geographic vicinity. An allowance should be added to this cost for site acquisition (if any), site work, professional fees, and other project expenses. This comparison and analysis are typically conducted during the needs assessment process by a hired architect or firm, in conjunction with the firm's team of engineering consultants and other relevant government staff. In those instances where the feasibility of one or more sites is in question, it will be necessary to conduct a sufficient amount of design analysis to make the site determination. Parking and movement requirements should be considered in addition to the building footprint

The new construction option brings with it the ability to design a facility that can respond directly to the local law enforcement agency's policing philosophy, mission, and goals. It allows projected needs to be anticipated in the original design—so they can be accommodated adequately or with minimal disruption when they arrive. This calls for an overall master planning strategy to be developed at the earliest conceptual phase of architectural design work. It also allows for the integration of future growth strategies, both internally and externally.

One benefit of building a new facility is the freedom to be creative in the design phase. The architect and planning team can consider any number of innovative approaches to facility design since they are not constrained by an existing shell. Such innovative designs typically maximize facility response to police mission, citizen access, and overall facility efficiency.

Important budgeting information will result from the options analysis previously discussed. Depending upon the source of the funds for construction or remodeling, this budget assessment may establish the basis for a bond referendum or the formulation of local capital funding allocations under recurring operating revenues.

Compare Capital and Life-Cycle Cost

The decision to re-use and expand an existing facility may be driven more by site considerations than the value of the existing structure. The ability to stay at the existing location eliminates the cost of site acquisition and the existing facility may offer space that has value in a renovated form. The decision to stay could also be driven by the community and/or leadership to maintain the civic presence in its current location, or in some instances to show support for redevelopment or economic development of the surrounding area.

When evaluating an existing facility for renovation, other criteria are likely to arise. Among these are the existing mechanical, electrical, plumbing, and technology support systems. In a facility that is 20 or more years old, these systems may be obsolete or inadequate. This means that the cost of replacement must be considered in the existing or new building. If extensive interior renovation is required, the cost of new partitions, doors, security systems, finishes, and equipment can be as great or greater in an existing building as they are in a new building. In the event of extensive renovation, the only retained value of the existing building may be the building structural and

exterior enclosure. Foundations and substructure are in addition to this "frame." The enclosure may require new windows, roof, and doors to extend the building life.

The evaluation must consider whether functionality is compromised by the configuration of the existing facility. Apparent cost savings achieved through renovation must be compared against potential reduction in staff efficiency and quality of services delivered to the public as a result of facility conditions. The evaluation of options is completed by law enforcement and the architect or consultant to arrive at an accurate recommendation.

Lastly, departments should consider the costs and security concerns associated with relocating personnel, evidence, and prisoners during the renovation of an existing facility.

Justice Complex/Multi-Agency Approach

While construction costs continue to increase, shared use is a consideration to gain public and political support for new facility projects. Some agencies have discovered that incorporating other government or justice needs into the design of a facility, such as other municipal functions, court-related functions, probation offices, fire department communications, juvenile diversion centers, city council chambers, etc., can make a project more appealing and cost-effective. Using the community-oriented policing philosophy as a foundation for early planning decisions allows for an inclusive perspective that considers all public safety needs, as well as other related joint uses. For instance, recreational or community centers add to community-oriented options for facility use.

The police facility planning team should take the time to brainstorm possible shared uses that meet or exceed department needs. A creative approach should be used, and input from others should be solicited. Often government approval boards allow departments to include additional areas within a facility's design if they can serve an important dual use and improved community profile, revenue generating capabilities, or a feature that would add to a facility's justification. Placing another public use facility at the same site as a police facility may be considered unusual; however, for some municipalities may be a selling point that a new facility needs in order to receive funding. Other municipalities prefer a stand-alone police facility for security and smaller project scope.

A good example of shared use options includes the co-location of police, fire, communications, and EMS into

public safety facility concept. Another example is a city or county law enforcement agency and a medical examiner or coroner located together. There are also many shared programmatic areas that several agencies in a public safety facility can potentially share (for example, vehicle storage/parking needs, training area, locker rooms, media, and communications). Cost savings through common use can be substantial; however, saving should not be sought at the expense of public safety.

Many police agencies that are heavily involved in community-oriented policing are now participating in multi-jurisdictional task forces to focus specifically on areas such as gangs, drugs, illegal weapons, terrorism prevention, human trafficking, and more. These joint task forces are usually made up of officers from different local, state, and federal agencies and need to be considered when determining current and future space needs (to include potential collaborative spaces and fusion centers).

One option is to have the police department spearhead facility planning, design, and construction for an entire site that will house additional tenants in the future. This can be seen by citizens and leaders as forward-thinking and progressive, providing future growth strategies and utilization of a shared investment. It also allows the law enforcement agency to make decisions that accommodate its security and operational needs, with the foresight to accommodate other agencies and/or civilian staff and, it can be hoped, facilitate a seamless and cost-effective integration of future facilities and personnel.

Shared use facility concepts may also have drawbacks. In particular, the police executive should carefully consider citizen attitudes about public facilities. In some jurisdictions, voters are very likely to pass a bond issue to build a properly sized, practical, and efficient police facility. But when the bond increases to larger proportions to include what the public may perceive as excessive space for jails or courts, the bond fails, leaving the police agency project stalled. Police leaders must be able to gauge the political and public perception issues relative to shared use before moving in that direction and must also frame the recommended option within a cost-benefit analysis that is persuasive.

Those considering any type of shared facility must critically evaluate both the organizational culture and its willingness to accept combining services. Not every organization is willing, nor is it always practical to bring together groups with significantly different work values

and/or structures. Cost savings is important but must be evaluated against the long-term reality of cohabitating in single facility. An internal assessment of the tolerance and practicality for these types of shared spaces is critical to the design process. Each organization needs to examine their own situation and search for innovative approaches to component or agency inclusion, design, and funding. Visit or contact other jurisdictions that have successfully designed and constructed joint use facilities.

Update Project Budget Costs

The preliminary facility project costs should be estimated at this stage using information now available from the analysis of various options. Projections of cost at this juncture become reliable as a foundation for project funding initiatives (bonds or government support).

At this stage the project team is poised to create a reliable budget for the entire project, based on the data collected and developed during the space needs analysis and site evaluations. New cost information must also be obtained and included at this phase for the options still under consideration.

Square foot construction costs vary across the globe, fluctuate with the economy and are different depending on the type of facility being considered. Construction costs of expansion, renovation, or adaptive re-use projects are more difficult to estimate due to the possibility of concealed conditions discovered during demolition.

There are also other elements to be considered to further refine the budget. The quality of a facility's systems, such as its chillers and boilers, emergency generators, and elevators, are not defined at this stage in the planning process, so estimates must be made. The quality levels of engineered systems, equipment, finishes, and furnishings can affect the overall budget substantially. Efforts to broadly define expectations should be undertaken as early as possible. For example, determining the need for bulletproof glass and ballistic protection of staff must be discussed and established early in the process as they are costly additions and will be difficult to add once the budget has been approved and construction is underway. It is best to use qualified, experienced, and reliable cost estimators to assist in defining a budget at this time. The budget developed at this stage is based on substantial and accurate facility, space, and site information and is a reliable figure for decision-making purposes.

CONSTRUCTION COSTS VERSUS SOFT COSTS

Some construction and soft costs critical to the preliminary facility budget include:

Construction Costs

- Architectural, engineering, and construction estimates using space needs as basis
- Site and site development cost estimates
- Environmental standards/guidelines
- Stormwater/drainage issues
- Contingencies - design and construction
- Construction materials testing services
- Landscape design

Soft Costs

- Professional fees
- Asbestos assessment/abatement for older, existing facilities (owner responsibility)
- Environmental assessment (owner responsibility)
- Geotechnical evaluation (owner responsibility)
- Site survey (owner responsibility)
- Furniture Fixtures and Equipment (FF&E)*
- Telecommunications systems
- Security systems—access control, surveillance, intrusion, vehicular control points, interviews, etc.
- Distributed antenna system (DAS) or bi-directional antenna (BDA)+
- Specialty consultants for roof/envelope and commissioning of MEP systems
- Water intrusion testing for building envelope
- Audio-visual (AV) package (this may be part of the construction package)
- Fitness equipment package
- IT—new or relocated equipment, additional storage, more cameras in a new design, additional evidence storage for additional interview/recording setting, new telephones, new computers, etc.
- Appliances package
- Transitional planning/move costs

* **FF&E** refers to those items which are not included in the architect's documents for construction. Many states offer set pricing from various manufacturers for their furniture and equipment. Many manufacturers also offer GSA pricing. If taking advantage of this procurement process, ensure the architect will coordinate the work of those vendors. This includes dispatch furniture.

+ **DAS** and **BDA** are typically not fully known until a heat mapping can be conducted. Unless there is a placeholder in the budget for this, there may not be funds available to implement this system. System cost can range between \$50,000 and \$200,000 (depending on the facility size).

Obtain Final Approval and Secure Project Funding

Once planning stages are completed and the scope and cost of the project are approved, funds must be identified to design, construct, furnish, and equip the planned facility. In many cases, the jurisdiction has sufficient funds to move into this phase; in others, alternative sources of funding are required. In most jurisdictions, the process of identifying funding is occurring concurrently with this initial effort.

At this juncture of the project, the police agency and the governing body should be ready to take steps to obtain the necessary funding to complete the project identified in the preceding planning phases. For example, if a new building and new site are being proposed, project funding includes monies to purchase the site, design the facility, construct it, furnish it, and equip it.

In many cases, jurisdictions may have capital improvement funds that can be used for the project. In the absence of available funds, bond issues or public referendums are required to raise funds sufficient to complete the project. If citizen support is not yet clear for the new project, a survey to determine support will yield useful information to propel a subsequent referendum or bond issue. Strong political support is required to seek and obtain the necessary funds for project completion.

There may be several alternative funding options (for governing body or community funds) that cities can explore. One is the “lease-buyback” approach. In this funding structure, the jurisdiction enters into a lease agreement with a developer who has proposed to deliver the required facility either through new construction or renovation of an existing building for jurisdictional use. The lease payments can be structured to be credited against a predetermined purchase price at the end of a specified period. Under this funding model, the jurisdiction will generally meet its lease payments out of its operating budget. The adequacy of that budget to meet lease payments over time is a matter for analysis.

Secure and Purchase Site

Once a site is selected, a facility project moves from the planning to the implementation stage. Lease and all other options must be carefully researched prior to a decision to ensure the most beneficial outcome.

If a site acquisition is required for a particular project, it must be purchased prior to when action is taken on major design elements. Before purchasing a site, the jurisdiction should cost out several options with contingencies:

- Purchasing site outright
- Gaining an option to purchase at a later date
- Leasing the site

These options should be considered as they are the options that yield the best long-term financial flexibility to address future concerns for the jurisdiction should they be selected. Be aware that leases have many more conditions than ownership. Ownership, for example, may provide more flexibility of building options. The planning team must also be aware of possible unanticipated site purchase costs, such as poor soils requiring expensive foundations or legal fees to secure clear title and must have sufficient funds to cover these costs.

PHASE III: PROJECT DESIGN AND DELIVERY

Identify Project Delivery Method

A number of design and construction procurement options are available to jurisdictions: design-bid-build, design-build, and fully partnered approach. It is important to test which method may serve the organization and jurisdiction most effectively, and which method best suits new construction versus renovation or expansion. Regardless of the choice, it is essential that a strong and continuous dialogue be maintained between the planning team, the architectural team, and the contractor.

Design and construction services are typically delivered through one of the following approaches:

Design-Bid-Build

Traditionally, the most widely used method to accomplish construction or renovation of a police facility is the design-bid-build model. The process begins with the planning and programming phase (to determine facility requirements), followed by the design phase (developing the facility plans that respond to these requirements), and ends with the construction phase (award of contracts and actual construction). In this approach, a very close dialogue between the police agency and the architect should occur when the project design is approved. The resulting design is then the basis for the bidding and selection of a contractor to build the facility.

In most jurisdictions, applicable laws call for a design-bid-build approach. These laws call for any public project exceeding certain budget thresholds to be advertised and competitively bid. The award of the construction then goes to the cost effective, responsible bidding organization. If negotiations fail with the construction contractor, the jurisdiction can move onto the next contractor. The decision-making process is based upon experience and qualifications, not price alone.

Design-Build

In this delivery method, a request for proposal is issued to contractor-architect teams and an invitation is made to respond to the jurisdiction's needs with a design proposal and guaranteed construction cost amount. Competitive proposals are received and evaluated in terms of both their costs and building features. Under this procurement method, there must be strong and continuous dialogue between the law enforcement agency and the contractor-

architect team during project formulation. The police agency must clearly define its needs up front and continue to maximize input with the architect-consultant and the contractor. The focus here is to ensure that the needs and standards of the agency are fully articulated and understood. Variations of design-build approaches can include the preparation by the police agency or owner agency of a detailed set of building requirements. This also includes a detailed design development set issued to the design-build teams for further use.

This delivery method also poses some challenges. First, the contract is only between the owner and the contractor, meaning that the architect is contractually responsible to the contractor and is not able to advocate for the owner. Second, there is no flexibility to choose the best-suited architect and best-suited contractor if they are not already presented as one team during the process of selecting a contractor-architect team.

Construction Management at Risk (CMR)

In this delivery method the CMR comes on board early in the design phase and becomes part of the owner's design and construction team. The CMR works with the design team and assists in scheduling, budgeting, and value engineering during the design effort. The CMR becomes a part of the working team, along with the owner, user, and architect.

At some point in the design process, the CMR will provide the owner with a guaranteed maximum price (GMP) for the project. In this way the owner retains only one construction contract and knows what its maximum exposure is. The owner has a single contract with the CMR. Bids from subcontractors are received by the CMR included in the CMR's responsibility. At the end of the project, any unfunded amounts under the GMP are retained by the owner.

This option may be better suited for renovation or addition projects as a CMR will have built-in contingencies and more flexibility to manage the surprises that can arise when renovating an older facility.

Integrated Project Delivery (IPD)

Integrated project delivery (IPD) integrates people, systems, business structures, and practices into a project that takes advantage of the knowledge, insights, and experiences of all team members to maximize project

outcome and value to the owner, reduce waste, and maximize efficiency throughout all phases of design, fabrication, and construction.

All participants—owner, designer, construction manager, key technical consultants and major subcontractors—come together early in the project to form a project delivery team that shares decision-making, as well as risks and rewards based on reaching established targets. In this way, all participants collaboratively act in the best interests of the project rather than focusing exclusively on their own individual part without considering implications for the entirety.

Multiple Prime Delivery Method

In some cases, this process is structured as a modified design-build process, while in other instances it is accomplished as a CMR process.

Choosing among the three design and construction delivery approaches depends in part on each jurisdiction's historical practices. Jurisdictions can, however, obtain sufficient information to aid in decision-making by taking the following steps:

- Seek advice from other jurisdictions regarding recent construction by asking about the design and construction approach used and the degree of its success.
- Review the benefits and deficits of each delivery approach to determine which approach would best fit the project.

Design the Facility

Preliminary designs allow for constant adjustment. More detailed final design concepts can be displayed in block model fashion, or even through interactive computer simulation modeling. Final design documents are then prepared and serve as the guide for actual construction.

All design work is based on the space needs assessment, which will have included both site and building adjacency diagrams that the planning team members, including the PPM, the architect, and other members of the jurisdiction developed and agreed to, as well as the approval of a projected project budget. It is also common for law enforcement executives to remain involved during the design stage.

The design phase of a police facility project typically includes three phases:

1. **Schematic Design Phase:** In this phase the architectural team provides a preliminary design of the facility.
2. **Design Development:** After client approval of the schematic step, design development begins.
3. **Construction Documents:** The final step is the development of design documents that can be used for contractor bidding and building purposes. This step describes, in sequential order, the actions and decisions that typically occur and the issues addressed during the design phase of a project.

Schematic Design: Preliminary Design/ Layout Decisions

The product that results from a formal needs analysis is utilized to guide a project's preliminary design. The design must reflect the philosophy of a department, the diversity of its activities, and any future growth needs. In the preliminary design stage, layouts are not highly detailed. During this stage the architectural team provides the following services to the client:

- Review and confirm the program with the team
- Develop conceptual site plan
- Develop initial (conceptual) building floor plans
- Establish and review schedule
- Review and confirm project budget
- Create a preliminary selection of building systems and materials
- Develop schematic floor plans
- Develop conceptual floor plan
- Develop preliminary interior elevations
- Develop preliminary building section
- Develop preliminary equipment list based on the space needs assessment
- Develop preliminary structural, MEP, and FP (engineered systems)
- Schedule team meetings throughout the schematic design phase to confirm key factors for success
- Create a secure operational workplace

The architectural team should consider the following when developing designs:

- Established office standards versus design placement issues
- Creative design versus operational reality
- Department centralization versus decentralization
- Vertical and horizontal adjacencies
- Interior flexibility and furniture systems
- Efficient interior and exterior design
- Specialized services
- Security measures (ballistic protection, blast protection, setbacks)
- Opportunities to enhance employee morale (e.g. new gym equipment or technology, open break rooms to facilitate large gatherings, outdoor eating areas, etc.)
- Police image
- Facility location
- Overall costs

The preliminary design and layout decision phase will greatly impact the final design of a project. The team's careful planning, comprehensive understanding, attention to detail, and a genuine interest in all facets of design and layout decisions made at this stage are important to a successful project.

There are a range of basic and high technology methods used by architects to address preliminary designs and layouts. By utilizing the square footage information gathered during a needs assessment, architects may prepare paper blocks or cutouts, each labeled and representing a function or section's relational size, such as records, evidence, locker room, roll call, visitor parking lot, etc. Gaming sessions take place whereby a police planning team and architect manipulate these blocks or cutouts, attempting to find the best adjacency fit that meets a department's needs, as well as any present site constraints. This is a very hands-on approach and allows a police planning team to be thoroughly involved in the process and discuss the realities of site constraints, functional area size, adjacency relationships, and security.

Architects will then take this information and prepare preliminary drawings. These drawings are brought to subsequent planning sessions, whereby architect and team members comment, contribute, and refine them until they are satisfied with the layouts.

Most architectural firms now utilize building information modeling (BIM) design software to design the police facility. The software permits three-dimensional modeling

from the beginning of the design process. This new technology is now standard and offers the added benefit of three-dimensional, visual comprehension to the traditional two-dimensional architectural drawings. This information not only makes it easier for a planning team to understand what the layout and facility will look and function like, but also introduces important changes early in this planning process, with lower cost impact.

Design Development: Finalizing the Facility Design

After the preliminary design and layout stage, the specifications of a project's drawings, specifications, and details are refined. Detailed design drawings are prepared that will later evolve into actual construction documents.

Architectural team actions during this step follow:

- Refine and coordinate plans, including floor plans, sections, and exterior elevations
- Outline specifications by system
- Define key details
- Refine and coordinate engineered systems
- Develop an equipment and furnishings responsibility matrix
- Review schedule
- Review budget
- Review at 50 percent and at completion
- Scope alignment with project budget if necessary

Along with re-examining criteria already agreed upon, more refined aspects of a project need to be considered, such as the following:

- Technology access
- Infrastructure needs
- Video applications
- Nuts and bolts cabling
- Future needs
- Build in flexibility of rooms, furniture, and infrastructure (wiring, cabling)
- Security
- Circulation
- Durability of finishes
- Special needs for locating:
 - General and dedicated electrical outlets

- Telephone and data jacks
- Light switches (including energy saving switches)
- Intercoms, video cameras, monitors, etc.
- Access system readers and override buttons
- Panic alarm activators
- Paging system and radio speakers
- User safety

Functional relationships within a design team are critical at this stage. A design team must be ready to handle identified mistakes, troubleshoot, engage in value engineering, and resolve problems that arise.

Value Engineering

As project design work ensues, adjustments may be required based on community, political, and departmental limitations or needs. For example, it may become evident that some items previously desired are no longer required, and some items not considered or debated previously become necessary to include. In these instances, and when cases of scope creep, user requests, construction escalation, and other issues arise, it can become necessary for the project team to come to a consensus and realign the project scope with the project budget constraints. This may include value engineering, which is a formal process that offers a way to optimize project costs.

The process consists of establishing value objectives, generating alternatives and analyzing them, and selecting options that meet the value objectives while offering cost savings. This process is most valuable during the design development phase and should always be included in contract negotiations with the architectural team. If value engineering occurs after the design phase as a means of cost cutting, when a contractor can offer “deducts” to the owner for such recommended cuts, it can jeopardize the longevity and function of building systems if the “deducts” are not evaluated carefully. Reducing construction and installation costs by using inferior quality materials is not value engineering and will often increase maintenance costs in the long run.

Scenario Testing

Scenario testing is the step-by-step analysis of how various actions or activities can occur in the new facility. This practice is highly recommended at this point to ensure design layouts meet the exact operational need for which it is intended. Police project team members should

examine each document, specification and detail, apply scenario testing to ensure that the proposed design is effective. Check for the following:

- Specificity
- Exact location
- Anticipated use
- Durability
- Description
- Listed make/model of acceptable contractor-furnished contractor-installed FF&E
- Missing or excluded items
- Lack of detail
- Mislabeled items

Construction Documents: Final Decisions on All Project Design Elements

The final step is the development of design documents that can be used for contractor bidding and building purposes. These sealed documents include the following

- Architectural documents
- Structural documents
- Site and Site landscaping documents
- Plumbing
- HVAC
- Electrical
- Security
- AV
- Construction permits
- Landscaping
- Life safety
- Storm shelter
- Technology
- Project manual that includes specifications, contracts and bidding requirements

During the construction document phase, the architect will also do the following:

- Provide reviews throughout the project
- Update construction estimates and project budgets at each review (construction manager will likely

be responsible for this unless utilizing a CMR delivery method)

- Secure regulatory approvals
- Revise budget if necessary
- Revise schedule if necessary
- Obtain approval to bid

In addition, the following are optional additions to the construction documents list:

- Telecommunications
- Furniture
- Food service requirements

Whenever possible, changes in design, specifications, or details need to be made prior to construction documents being completed.

The length of time to transition from preliminary design through design development and finally to construction documents varies, depending upon the size and scope of a project, architect's time schedule and resource commitment, and the level of involvement of a police project team. PPMs are encouraged to maintain good communication with the architectural team, in an effort to receive all detailed drawings as soon as possible to afford the greatest amount of time for review. Projects are on a tight schedule at this point and too often not enough time is set aside for owner examination of completed drawings.

The quantity of final drawings, specifications, and details for a project can seem overwhelming. Breaking down the documents by category, such as electrical, security, plumbing, furnishings, and interior finishes, can greatly assist in dividing them up within a team for analysis. Identify any drawings, specifications, or details that are incorrect or need clarification and set up ample time to discuss these with the architectural team.

The more detailed inspection performed by a police planning team, the greater the chances items will be discovered that need to be changed or addressed. Some examples of this include the location or quantity of electrical outlets, selection or positioning of furnishings, concern over selected interior finishes, and identification of which doors are solid and which need windows. Attention to these details adds to the efficiency and durability of the future facility.

No individual team member—architect, contractor, or other—has the insight of the police facility user. The planning team should take this opportunity to thoroughly examine all drawings, specifications, and details to ensure that everything meets their needs. One strategy to ensure that final design documents reflect all user needs is to create a checklist or rubric for each planning team member to complete for the design documents. These should also be reviewed and approved by all command staff and other key departmental staff. Once the plans are finalized, they become construction documents, and all changes become costly. Avoiding design revisions during later construction stages will save time, money, and problems for all concerned.

Throughout each of these design steps, the jurisdiction and/or the law enforcement agency has significant responsibilities to collaborate with and provide information to the architectural team. Some examples of these responsibilities follow:

- **Schematic Design:** Provide topographical and boundary survey, soil borings (geotechnical evaluation), environmental site assessment and remediation (if necessary), site infrastructure information and connectivity, and program budget requirements.
- **Design Development:** Review documents to ensure program requirements and standards are met.
- **Construction Documents:** Review all plans and specifications to ensure program requirements are met.

The jurisdiction, in particular, the facility end-user, must fully understand, take on and complete all owner responsibilities to ensure that the project reflects all initial planning requirements and that the overall project proceeds in a timely fashion.

Throughout the design phase, it is important to keep relevant stakeholders involved. This will be more easily accomplished if government and budgeting officials are part of the project team. If not, make sure that the PPM is kept apprised of all necessary government and building officials apprised of new developments in the project. The same is true for the community. Find ways to engage the community in the process and keep them apprised of how the facility project is progressing.

PHASE IV: PROJECT CONSTRUCTION AND OCCUPANCY

Build the Facility

The PPM should be on the construction site at regular on-site job meetings to observe and attend construction meetings, approve submittals, discuss design issues, and build rapport with the contractor. Continuity from pre-design to construction is essential to maintain project integrity.

Construction times vary depending on the size and scope of a project; schedule; and natural or imposed delays, such as weather, difficulty obtaining specific materials, or other variables. It is vital to select a contractor, CMR, or design-build entity that has a good track record of delivering facilities on time, within budget.

Most public projects are competitively bid regardless of the type of project delivery method the community chooses. The law typically requires an invitation to bid be distributed.

A Design-Bid-Build

This type of project will require a general contractor. The project architect may be asked to prepare or assist the purchasing department in preparing the advertisement for bid, which includes information such as the project location, description, type of contract, date, time, location for receiving bids, how to obtain documents, and any other special requirements. An attorney should be consulted before using any bidding model or bid language. Once deemed qualified (generally through documented experience in constructing similar projects of scope and size, proven record of quality constructions, etc.), bids by pre-qualified contractors are accepted and a successful bidder is selected.

Construction Manager At-Risk or as Agent

When a community chooses this delivery system it will issue an RFP/RFQ that is not asking for a construction bid, but rather for its fees for pre-construction services, overhead and profit, a fee for construction services, and general conditions. This approach, as previously described, brings the construction manager on board during the design process to work with the design team to manage the project.

There are a number of issues relevant to the construction phase that must be attended to by the jurisdiction. Once construction begins, law enforcement agencies and their governing bodies should be aware of and be responsive to the following:

- Communication protocols between owner, architect team, and contractor
- Owner's construction project controls
- Standard types of field communication and record keeping (always keep records and signoffs)
- How to handle periodic pay requests
- How to conduct site visits
- How to understand shop drawings and remittals
- How to understand and make use of scheduling tools
- How to deal with change orders and/or contingency authorization usage
- How to deal with periodic changes to regulations and building codes
- How to deal with unforeseen construction field conditions
- What to expect for construction close-out
- Sales tax rebates - some range from 2 to 3 percent
- Difference between "substantial completion" and "final completion" (and the associated legal ramifications and responsibilities)
- How to incorporate and manage a contingency and testing allowances into the final construction contract
- Definition of "retainage"
- Definition of "warranty period"

During construction, architectural and law enforcement team members should focus on oversight, solving design issues confronted during construction, and approving submittals and substitutions. Successful accomplishment of early planning and design steps supports successful construction. Collaboration on ideas and solutions during construction results in an even more successful project.

The PPM should utilize the services of networking, data, and communication professionals (internal or external) to address agency-specific technology needs. If an agency utilizes its own internal operations and

communication center, determine a process of system and network continuity and reliability during the period(s) of their transition to the new facility. Utilize a secondary communication center via local public safety partners during critical system transitions and movements. It is strongly suggested that agencies facing imminent operational communications and networking transitions consult with trained, certified, licensed networking professionals prior to implementing agency core communication and networking changes. Additionally, chief executives and command staff must ensure that redundancy in agency communications and network capabilities are ensured at all transitional stages. Field and support operations must have operational awareness of any periods of communication and network transitions in the event of system disruptions and failures, as well as countermeasures to cope with any unanticipated failures.

Project members should strive to be good neighbors during a construction phase. This can translate into project T-shirt and hat giveaways; social media campaigns; or newsletters to community members identifying a project's progress and the time of day when certain tasks are performed, which will help appease residents bordering a construction site so that they know what to expect. A construction office phone number can be made available to all bordering residents so they may call and register complaints directly to a general contractor, who in turn, can handle a complaint or fix the problem. The same can be done through social media and email.

As the police facility planning and construction process involves many stakeholders—and any communication network changes and transitions may impact those stakeholders, community involvement and awareness cannot be overlooked. Consider distributing press releases and posting updates on social media during the transitional communication and networking changes to keep the public aware of means to communicate with their law enforcement agency.

Move-In and Occupancy

Develop Occupancy Strategy

Civilian and sworn staff satisfaction with a new facility is affected by the manner in which the transition to occupancy is carried out. Confusion, loss of information, and other transitional problems can negatively impact staff morale. A clear and well-designed transition to occupancy

plan is required. Members of all transition teams need to be detail oriented. Transition planning is a crucial element during the construction phase. Transition teams are critical to the project's success and should be chosen early based upon commitment and organizational skills.

Transitional Planning

Transition planning refers to a relocation of personnel, equipment, documents, and furnishings from an old location to a new one. Transition teams are established to ensure detailed planning takes place, scenarios are tested, and a smooth changeover occurs. It is highly advisable to include a variety of staff representative(s) on all transition teams to ensure staff buy-in and consensus.

The following list outlines recommended transition teams and their assignments.

Recommended Transition Teams

- **Move Logistics** – Coordinate review of bids from moving companies, establish detailed inventories of what will and won't be moved, determine scheduled phases of actual move, and oversee movers and employee compliance and timely unpacking.
- **Orientation and Training** – Preparation for groundbreaking ceremony, official opening, and monthly employee and community updates on project's progress. Coordinate employee training on new equipment and procedures. Handle requests from public, politicians, media, and employees for tours and briefings.
- **Contracts and Services** – Identify and write specifications for new and renewed contracts and services, such as food service; inmate medical; bus maintenance; and janitorial, trash, and equipment maintenance. Timelines are crucial to ensure new contracts are awarded at move-in, so services are not interrupted.
- **Policies and Procedures** – Identify and respond to possible changes due to new facility rules, layout, and so forth. Usually encompasses department policies dealing with visitors, handling of inmates/suspects, security or maintenance issues, and so on. Changing department policies or procedures need approval and dissemination prior to or during move-in. However, please note that many of these issues should have been addressed and resolved in the pre-design phase.

design phases, in particular, while conducting an organizational assessment.

- **Testing and Acceptance** – Crucial pre-occupancy testing of all items, such as locks, telephones, electrical outlets, lights, toilets, showers, furniture (ergonomic features on chairs, keyboards, drawers, etc.), panic alarms, cameras, and so forth. The goal is to discover problems prior to move-in and assist with repairs after move-in.
- **Commissioning** – Air conditioning, heating, and so forth.

See Appendix for additional transitional planning considerations.

Resolve All Equipment Purchase and Replacement Issues

A major concern during transition is the installation of 911 phone lines. Some areas will need to plan three to six months in advance with their local telephone company to ensure on time delivery. It is important to confirm the schedule with the telephone company close to the move-in date.

One approach to 911 transition is the operation of parallel systems, where the system in the old facility continues to run and take all 911 calls and the new system becomes operational simultaneously, but only to take “dummy” calls to test operability. Once operability is ensured, the old system is shut down and all 911 calls are transferred to the new system.

It is important to determine which FF&E are provided by a general contractor and which are provided by an owner. Most situations fall into one of the following categories:

- Contractor furnished, contractor installed (CFCI)
- Owner furnished, contractor installed (OFCI)
- Owner furnished, owner installed (OFOI)

The contractor-furnished, contractor-installed category limits an owner’s ability to alter colors, patterns, makes, models, or details to better fit a user, upgrade to a newer design, or address the needs of a changed department preference. Often contractors will provide the exact color and finish that has been specified by the owner during the design phase or in approved submittals. However, unless details of a contract specify a particular make and model of an item, such as specific lockers or other

storage solutions without allowing for any substitutions, contractor maintains control over the selection and final quality of such items.

It is important to note that contractor-furnished, contractor-installed items are specified by an architect during the design stage. Years can pass between design and actual occupancy of a facility. Thus, a technological or ergonomic specification of an item may be out of date before an owner actually starts using it, especially for items such as security and electronics, computer hardware or software, chairs, and keyboard holders.

Owner-furnished items present a challenge for PPMs and members of an FF&E transition team. This group will have an opportunity to decide what items will be moved into a new facility and what items will be replaced by new ones. Detailed planning regarding what, when, and how to purchase these items are vital components that play a part in intelligently allocating a budget and keeping to the transition timeline. For example, one police department found that replacing the file cabinets with lightly-used cabinets appeared to be less expensive than buying new ones but found that the process took much longer and was more expensive than anticipated. The security and confidentiality of records are essential during the transition phase.

Many organizations have a separate purchasing department that handles the bid solicitations, bid openings, and purchase order contracts. It is recommended that a single member, or perhaps two members of the purchasing department be appointed to handle all purchases related to a new facility project. This task can be overwhelming, especially if the FF&E budget is large. Assigning one or two people to work closely with and be members of, the FF&E transition team is recommended. This procedure promotes translating the needs of the police department to the purchasing department. Equipment purchases should be negotiated with attention to infrastructure, space needs, installation plan, and maintenance issues. Ensure all large suppliers and installers can meet project deadlines and have experience and references.

Create a Move-In Strategy

Transitional planning for a move is essential. The creation of a move-in logistics transition team is recommended. For larger organizations, a move can be compared to a

military operation. Groups are moved in by priority with the following factors being considered:

- Dependence upon a working IT system
- Reliance on functional communication system
- Need for access to records
- Obligation for evidence to remain secure
- Dependence upon secured suspect holding areas
- Access to citizens

Every detail must be considered, timed, and pre-planned if a move is to be successful. Acknowledge the psychological stress of moving and change. Layout maps of the new facility should be provided to all staff. When employees know the general layout of a new facility and the location of their workstation or office, the stress of moving is greatly reduced. Consider conducting tours of the facility with staff six to eight weeks prior to move-in so they can gain familiarity with new settings, adjacencies, and amenities. These tours can also be used to solicit input on the move-in plan and improve efficiency. Packing seminars can help streamline the moving process and greatly reduce employee concerns. Ensure that communication takes place as to what will and what will not be moved to a new facility. Inventory listings are a good way of documenting what will be moving and when. Ascertain what special current equipment requires vendor disassembly, moving, and re-assembly, due to warranty concerns. Establish a “lost and found” for items misplaced during a move.

Encourage an appearance of organization and “back to business” as soon as possible. Set dates for unpacking, and ensure staff adhere to them. Establish packing box drop-off points for empty cartons—and have a staff member circulate daily to remove empty boxes from hallways, storage closets, and workstations.

Organizations that move themselves can face many challenges. Some important considerations include the following:

- Possible employee injuries
- Down time
- Unprofessional appearance
- Employee confrontations
- Damage to the new facility
- Overall confusion
- Delay to moving schedules

- Inefficient use of elevators
- Blockage of loading and unloading staging area
- Driveways blocked due to quantity of vehicles on scene
- Lack of moving equipment and elevator access
- Employee reluctance to move heavier items

If a professional moving company is used, a transition team should prepare specifications to allow for competitive bidding. A complete inventory of all items being moved, a moving schedule, and a mandatory job walk-through both the current and new facilities should help to obtain fair bids.

Conduct Extensive Pre-Occupancy Testing, Training, and Staff Orientation

Extensive pre-occupancy testing, commissioning, training, and staff orientation should begin during the last month of construction. All transition teams should be working at full speed. The PPM will be inundated with details and decisions. Strong organization skills, leadership, time management, and stress reduction expertise will be required during this fast-paced stage.

The construction team and any relevant subcontractors are responsible for testing everything from plumbing to electrical systems, security systems, and furniture systems. They are responsible for all tests of their applicable systems and installations. Staff should not perform any of these tests for proper installation. Staff should be involved in scenario-testing with the architect and construction team after installation and systems tests have been conducted successfully. Running through scenarios, such as a panic alarm activation or a loading dock delivery, ensure that all facets of these situations were considered and included in the design and furnishings. Staging other scenarios, such as an officer delivering a suspect to a holding room and conducting a taped interview, simulating the preparation and delivery of food from the holding cell kitchen to inmates in their cell, can identify equipment that isn't working properly and ineffective procedures. Scenarios are useful tools to test the performance of elevators, security door locks, intercom, audio/video recording equipment, gun lockers, and so on. With scenario testing, potential problems can be identified, documented, and repaired prior to move-in and with product warranties.

Unlike scenario-testing, commissioning is the thorough test of a system (HVAC, security, video). Depending on the time of year that occupancy takes place, one may be able to test only the HVAC cooling aspect of the system, so a contract should require that the HVAC contractor come back one month prior and during the cooler months to commission the heating system. This process includes system setup, training, operation and maintenance schedules, spare parts, and system testing during normal and adverse conditions. As well as testing contractor installed items, this period of time allows for thorough examination of other items provided by an owner; telephone systems; and office equipment such as copiers, furniture lighting, and ergonomic features. Verifying that everything works well ensures a smoother transition during move-in.

Training needs to be conducted for personnel who will be using new pieces of equipment, such as laboratory fume hoods, automated shelving systems, loading dock levelers, vehicle lifts, and so on. Building maintenance personnel will require many hours of detailed training on all new facility systems. It is recommended that training sessions of this type be video recorded and maintained in a training library.

Employee public relations are important too. Smaller sectional tours are recommended to offer a more personal approach to future facility occupants. The tours should assist in familiarizing everyone with their new office space and the overall building layout.

Some jurisdictions use moving into a new or remodeled facility as an opportunity to evoke department pride by taking a departmental staff photograph in the new facility. This move-in event can be an exceptional and memorable experience for the entire organization.

Another pre-occupancy public relations responsibility is to determine the quantity, design, and location of any facility project recognition plaques. These decisions are not easily made because they can be politically sensitive. In any case, gain approval of identity, correct spelling and correct titles, and order and placement of any names associated with the plaques. Also, ensure all plaques are ordered in a timely manner and are delivered and installed according to schedule. If possible, try to engage the community in some of these decisions. For example, have a contest for the community to name the community room or a fun after-school area for students.

Commonly Forgotten Items

Frequently, general contractors are not completely finish with a project when the occupants move-in. There are always areas or equipment that are included on a "punch list" (items noted during the final walk-through by the owner that require repair, touchup, etc.). Often, owners will move into a facility with many items pending. The contractor will remain on site or return on a daily basis to fix some or all of the items. Completion could take months (or years in exceptional cases). The PPM must maintain continued contact with the contractor to ensure the work is completed.

Since the workload of a police project team greatly increases at the later stages of a project, many areas can be overlooked or forgotten. The following list can identify potential problem areas:

- Ensure a facility's infrastructure is prepared for occupancy. Remember to order, stock, and distribute all necessary items, such as paper towels, hand soap, toilet paper, and janitorial cleaning equipment and chemicals.
- Coordinate a systematic approach to the facility's many keys. Inventory, tag, issue, duplicate, and secure all keys (doors, furniture, files, restroom accessories, clothes lockers, mailbox, gun locker, cells, alarmed emergency exits, access system override keys, mechanical equipment ignitions or locks, electrical panels, elevator keys, safes, etc.).
- Ensure warranty information files, sometimes called operations and maintenance manuals, are set up and maintained. Decide who will keep equipment maintenance warranty information, furniture warranties, and so on.
- Placing certain restrictions on telephones is often overlooked. Some phone systems allow for restriction to be placed on phones to limit calling locations. Phone abuse by staff or contracted employees, usually with certain areas, such as a locker room or conference room, usually cause restrictions to be placed on phones.
- Establish a phone number "hot line" or circulate repair forms where employees can report furniture, phone, or equipment problems that can be addressed quickly by testing and acceptance transition team members.

- Address maintenance issues such as janitorial, steam cleaning, rodent control, trash dumpster pick-up, chemical storage, maintenance contracts for items after warranty, and so forth.
- Facilitate signage needs for the following: deliveries, overhead clearances, after-hours phone use, lobby hours, visitor protocol, room identity, kiosks, parking, intercom use, general directories, legal rights of arrested individuals, and so on.
- Coordinate general post-occupancy tours for VIP's, project architects, and other visiting public safety agencies.

Review Delivery of Construction Services

Once an agency has moved into the new facility, it is important to regularly evaluate and assess the success of the project. Does the facility meet the operational, administrative, and community needs of the department?

Consider Community Engagement Opportunities

The completion of a new building is a significant public relations opportunity for any jurisdiction or department. Use the attention wisely but ensure an extensive facility check is made prior to any event. Consider the following public relations opportunities that can be used to test the facility's access, traffic flow, adaptive use of space, and lighting and equipment testing:

- Receptions
- Open houses
- Tours
- Media releases
- Media tour of the building and orientation

Keep the community apprised of opportunities to partner with the department and utilize shared or community space once the facility has opened. If the facility boasts a community room available for use by local community service groups, advertise that information widely and connect them with the appropriate department liaison to coordinate future use.

Throughout this process, the department's policing philosophy should be considered to ensure that the facility functions to operationalize that philosophy once construction is complete.

CONCLUSION

Planning, designing, and constructing a police facility is a tremendous amount of time, effort, communication, and commitment. While some projects are completed in two years, others might take ten. Commitment to the project and consistent communication between all stakeholders, including city officials, agency employees, and community members, are critical to the overall success of the project.

The role of law enforcement executives and the planning team cannot be understated. With adequate planning and a commitment to the organizational policing philosophy, a new or renovated facility can do more than address deficiencies and inefficiencies. It can position the department to deliver new and improved police and public services that were not previously possible. Whether the architectural team should comprise public safety facility experts, only the law enforcement executives and the planning team can develop and relay the long-term goals and needs of the department that the facility must satisfy.

For more in-depth training on this process, attend the Planning, Designing, and Constructing Police Facilities course. Upcoming course information is available at www.theIACP.org/PoliceFacilities.

APPENDIX: TRANSITIONAL PLANNING CHECKLIST

Pre-Move

Determine who will oversee actual move logistics for agency.

- Determine if an RFP process is required for selection of a moving company.
- Determine the scope of work for paid movers.
- Determine the point of entry into the facility.
- Determine how floor/wall finishes will be protected in the building and elevators.
- Determine how items being moved will be kept secure (especially evidence, equipment, and records).
- Determine how everything will be transported to its final destination.

Determine items that can be discarded.

- Consider which items can be discarded, donated, digitalized, or repurposed early in the transitional planning.
- Establish a fixed date and time for dumpsters and recycling bins to be made available.
- Instruct people to take all personal items home until after they move in. This will limit overcrowding and loss of items. Spaces may be radically different, and this may also make it easier for staff to adjust to their new workspaces.
- Set clear expectations for behavior, routines, and procedures in the new building. Some examples include the following:
- Clarify criteria for acceptable wall and/or door hangings. Are they allowed right at move-in? Will they be allowed in the future? Who is responsible for performing the task, staff or facilities?
- Clarify what personal devices and appliances can be brought into the new building (personal fridges, fans, heaters, etc.).
- Conduct gear and equipment walkthroughs. Are there multiple storage options? Who is responsible for cleaning and maintenance?

- Determine who is responsible for creating, maintaining, and updating content to be pushed to public screens and shared staff areas. Is there any equipment required for this that IT should acquire?

Finalize office, workstation, parking, and locker assignments.

Develop point of contact to integrate and test all communications systems:

- Determine who is responsible for installing console package (IT, IS, vendor). Remember to allow a burn-in and test period.
- Assign phone equipment and extensions.

Determine who is responsible for programming and integrating facility security system into department's evidence and property database.

Manage equipment control and distribution:

- Develop a database for all equipment distribution (e.g., vehicle keys).
- Develop a plan to move existing equipment being kept. For example,
 - » fingerprint processing station (CSU);
 - » copiers, scanners, printers;
 - » computers, monitors, and so on;
 - » shredders; and
 - » charging stations for body cameras and radios – who is going to disassemble the current charging stations.

Coordinate supplies and deliveries (primarily if the facility's location has changed).

- Consider waiting until the move is complete before allowing supply deliveries to the new building.
- Acquire new stationery with correct address for all employees who have business cards and personal stationery, if the address has changed.
- Notify any supply vendors and partners of the new address.

❑ Provide information and access cards to employees for building access. Considerations should include the following:

- Determine who will oversee this process for the agency.
- Determine where the security workstation is to be assigned.
- Create personnel profiles for programming cards (security protocols).
- Create pin codes for each secure area.
- Issue access cards.
- Issue toll tags for vehicles assignments.
- Issue keys for any relevant security protocol designations, lockers, offices, and furniture pieces (file cabinets, wardrobes, etc.).

❑ Determine new security protocols. Consider security protocols for the following items:

- All public interface points (e.g., all public lobbies and entry points, public elevators and staircases and protocols for escorting members of the public to secure spaces or public counter for investigations)
- Catering and mail deliveries. Protocols for processing mail
- Facility temperature and lighting schedules and settings

❑ Develop and administer relevant training for staff on the new facility and security procedures and protocols. Consider trainings to help staff understand the following:

- Evidence and property system
- Electronic equipment distribution (controlled by biometric access)
- Appliances
- Video production
- Fitness equipment
- Interview rooms
- Storm shelter
- Furniture (high density)
- Crime lab (chemical, powder)
- AV systems
- Lighting
- HVAC
- Elevators

- Dispatch consoles
- Holding area/jail cells

❑ Ensure all remaining items not included in FF&E package are purchased, for example,

- coffee makers;
- serving dishes, silverware, and dishwasher detergent for hub zones and break rooms;
- vending machine (and necessary vendor contracts);
- metal detector (if wanted); and
- tubs, bins, storage solutions for new shelving compartments, and amenities.

❑ Plan tours for stakeholders and staff:

- Conduct tours with staff and volunteers (multiple times) once the project is near completion. This will help get them oriented to and familiar with the new building layout and work environment.

❑ Consider hosting a dedication or grand opening of the facility. Some logistical items to consider may be the following:

- Postcard/newsletter invitation and public notice identifying day and time
- Dedication coins (type, graphics, & quantity)
- Program
- Graphics and foam boards for the event
- Planned tours of the new facility
- Speaking opportunities and festivities:
 - » Speakers
 - » Participants (Scouts, Veterans Association, etc.)
 - » Setting (multipurpose, exterior portico, lobby, etc.)
 - » Flag raising
 - » Unveiling dedication plaque
 - » Ribbon cutting
 - » Refreshments
 - » Giveaways
 - » Tours – staff conduct these in smaller groups or position staff throughout the building to explain that particular area
 - » Dedication of memorials

☐ Moderate expectations:

- Things are not going to be perfect, and there will be hiccups.
- Procedures should be put into place for warranty requests, contacts, and priority status.
- Communication - ensure staff knows to overcommunicate with questions and concerns that arise throughout the move-in process.
- Clearly convey to staff the expectation and procedures developed by the planning team/ leadership.
- It typically takes 1-3 months to address the initial bugs of the new facility and get acquainted to it.





**44 Canal Center Plaza, Suite 200
Alexandria, VA 22314, USA**

theIACP.org

1.800.THE.IACP



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/1/2022

TITLE: Army Corp. Easement Agreement

INITIATED BY: Wastewater Superintendent

PREPARED BY: Diane Kendall

PRESENTED BY: Diane Kendall

AGENDA DESCRIPTION: Consider draft easement agreement

LEGAL AUTHORITY: N/A

FINANCIAL DETAILS: N/A

BACKGROUND: We need access to sewer pipes and our siphon chamber on the Water Street trail in Henniker, NH. We already have an easement. This easement replaces existing easement. Legal has reviewed and pointed out several technical implications.

TOWN ADMINISTRATOR COMMENTS: The easement agreement is under review with town counsel; however, US Army Corp has indicated in an email the template approved at our Headquarters level and we have very little latitude to make changes without review at that level. We need more information to proceed. A draft has with attorney comments has been provided to the Selectboard, Underwood and Chief Operator for review. **Waiting to understand the sense of urgency so that we can fully understand the towns risk in the agreement.**

SUGGESTED ACTIONS / MOTIONS: Review draft with counsel edits

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
HOPKINTON-EVERETT LAKES PROJECT
Merrimack County, New Hampshire

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the **TOWN OF HENNIKER**, a municipality incorporated under the laws of the State of New Hampshire, hereinafter referred to as the grantee, an easement for the construction, operation, maintenance and repair of a pumping station and sewer pipeline together with all necessary appurtenances thereto, hereinafter referred to as the facilities, over, across, in and upon lands of the United States known as Tract Nos. 1911, 1912, 1914, 1926, and 1957 of the Hopkinton-Everett Lakes Project, shown in yellow, red, orange, green, light blue, and dark blue on Exhibit A, page 1 of 2, and shown in green and yellow on Exhibit A, page 2 of 2, and further described in Exhibit B (5 pages), hereinafter referred to as the premises, and which Exhibits A (2 pages) and B (5 pages) are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of Twenty (20) years, beginning October 16, 2022, and ending October 15, 2042.

2. CONSIDERATION

a. The consideration for this easement shall be the construction, operation and maintenance of the facilities for the benefit for the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed if to the grantee, to Town of Henniker, 18 Depot Hill Road, Henniker, NH 03242, and, if to the United States to the Real Estate Contracting Officer, ATTN: Chief, Real Estate Division, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, Massachusetts 01742-2751, or as may from time to time otherwise be directed by the

parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to “Secretary”, “Real Estate Contracting Officer” or “said officer” shall include their duly authorized representatives. Any reference to “grantee” shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of Real Estate Contracting Officer, New England District, hereinafter referred to as said officer. Upon completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state and county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises

against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without the prior written approval by said Real Estate Contracting Officer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions or instructions in effect or prescribed by the Environmental Protection Agency or any Federal, state, interstate or

local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

~~19. ENVIRONMENTAL BASELINE SURVEY (EBS)~~

~~— An Environmental Baseline Survey (EBS) documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit _____. Upon expiration, revocation, or termination of this easement, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on~~ **RESTORATION.**

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national, origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the

Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with the use of the premises

24. EXECUTIVE ORDER 13658 and EXECUTIVE ORDER 13706

a. It has been determined that this license is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order.

b. It has been determined that this license is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

c. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this easement, that an erroneous determination regarding the applicability of Executive Order 13658 or Executive Order 13706 was made, grantee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for an from any and all liabilities, losses, claims, expenses, suits fines, penalties, judgments, demands or actions, costs, fees and damages directly or indirectly arising

out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 or Executive Order 13706 determination. This includes grantee releasing any claim or entitlement it would otherwise have to an equitable adjustment to the easement and indemnifying and holding harmless the United States from the claims of sub-grantees and grantee employees.

25. ADDITIONAL CONDITIONS

a. This easement succeeds Easement No. DACW33-2-79-72, which began on 31 July 1979 for a period of fifty years through 30 July 2029. Upon the execution of this Easement No. DACW33-2-23-007, prior Easement No. DACW33-2-79-72 will be terminated.

b. On January 2, 1975, the Government issued to the Town of Henniker consent to construct a sewer line on a portion of Tract No. 1915E-2 (land over which the United States owns a flowage easement). That consent for a sewer line remains in effect.

c. By instrument dated 10 August 1964, the Town of Henniker subordinated its rights to maintain portions of Water Street within the Hopkinton-Everett Dam and Reservoir to the rights of the United States to flood and overflow up to elevation 420 feet above mean sea level. In connection with its flowage rights, the United States has barricades across sections of Water Street. Nothing in this easement shall impair the 1964 subordination of the Town of Henniker rights in Water Street.

d. Upon completion of any maintenance and repair work, grantee shall replace the barricades across the gravel surface section of Water Street, taking care to ensure the Corps of Engineers' boundary witness posts (including H-330 and H-229 which are located between the siphon chamber and the manhole) are not disturbed.

e. The grantee shall consult with the U.S. Fish and Wildlife Service for any proposed cutting or tree trimming within the premises, and coordinate with the Hopkinton-Everett Lakes Project Manager for approval prior to conducting any tree cutting or trimming.

f. The grantee shall include Invasive Species Management practices throughout the easement term and during any planned maintenance and repair activities.

g. The grantee shall ensure that any maintenance and repair activities involving construction and placement of fill material do not result in net loss of flood storage capacity, and that all excavated materials, trees, stumps, and other construction debris shall be removed from the site. The grantee shall provide the Project Manager with final cut/fill calculations for any maintenance and repair activities within the premises.

h. The grantee shall contact the Project Manager in advance of any proposed change in use, operation, and maintenance; proposed changes may require modification of this easement before they may proceed. Review of proposed changes shall also include consultation with the New Hampshire Fish & Game Department and the New Hampshire Natural Heritage Bureau.

i. The grantee shall conduct all work in the premises only between October 15 and March 31 of each year to protect wildlife habitat.

j. An Environmental Condition of Property (ECP) Report may be required by the Secretary upon expiration, revocation, or termination of this easement to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental remediation requirements that would need to be completed by the grantee. Any such requirements will be completed by the grantee in accordance with Condition 22, RESTORATION.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the ARMY this _____ day of _____, 2022.

Real Estate Contracting Officer

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2022.

TOWN OF HENNIKER, NH

KRIS BLOMBACK
Selectboard Chair

THE STATE OF NEW HAMPSHIRE

Merrimack, ss.

On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared Kris Blomback, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose as Selectboard Chair for the Town of Henniker, NH.

Before me,

(type or print name)

Notary Public
My commission
expires:

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of the
Town of Henniker, New Hampshire; that _____, who
signed the foregoing instrument on behalf of the grantee, was then the
_____ of the Town of Henniker. I further certify that the
said officer was acting within the scope of powers delegated to this officer by the
governing body of the grantee in executing said instrument.

Date _____

(Signature)

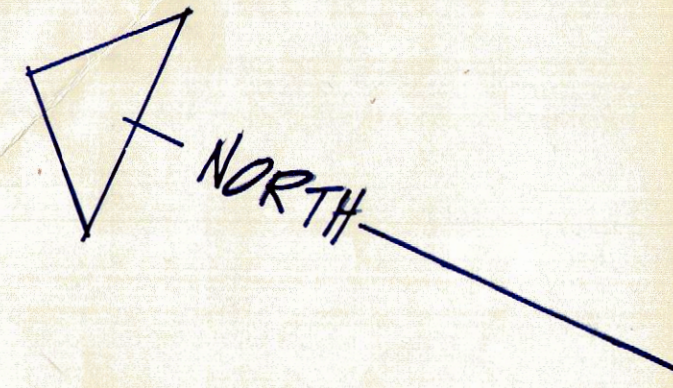
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

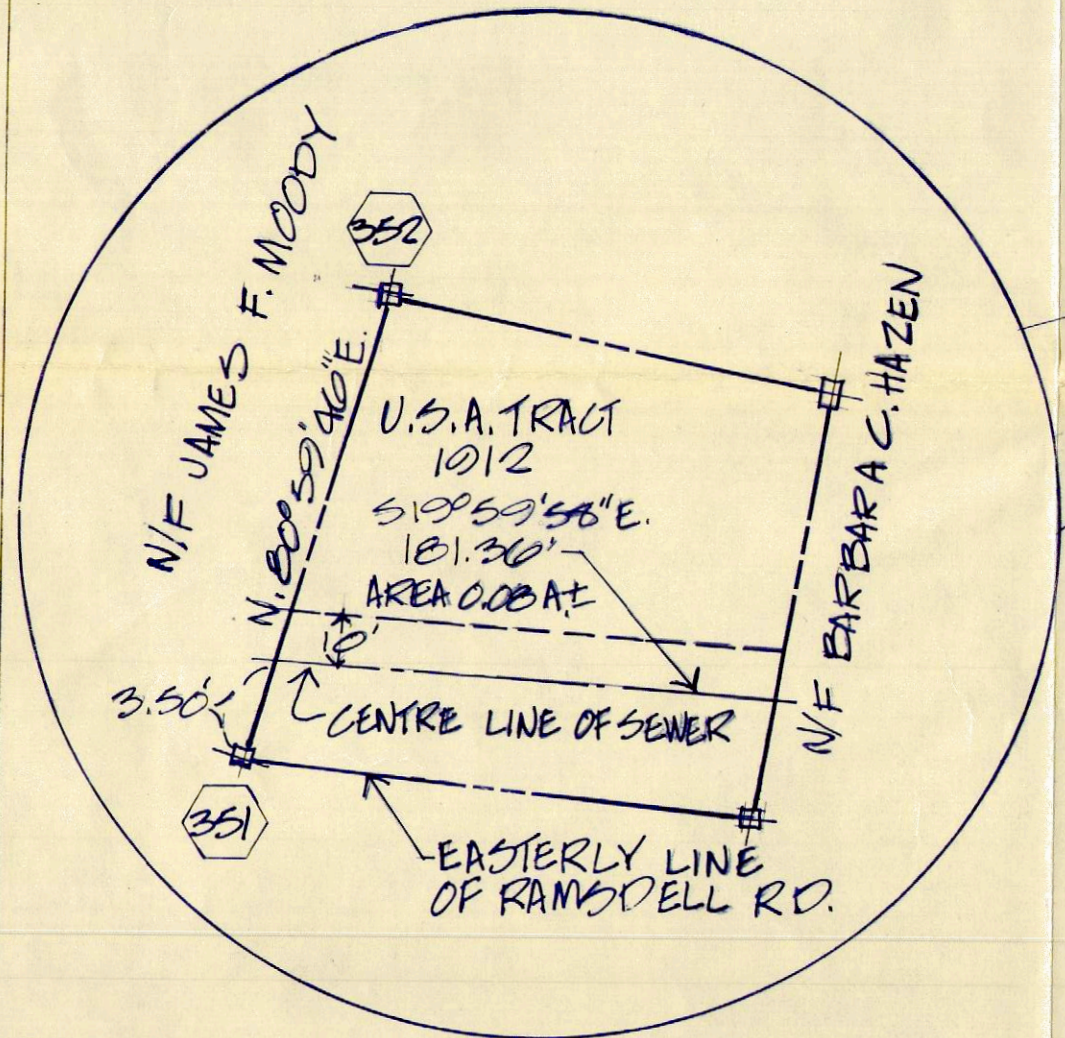
On this ____ day of _____ 2022, before me, the undersigned notary public, personally appeared Maureen B. Davi, proved to me through satisfactory evidence of identification, which was Army Corps identification, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that she signed it voluntarily for its stated purpose as Realty Specialist, Real Estate Contracting Officer, New England District, U.S. Army Corps of Engineers.

Before me,

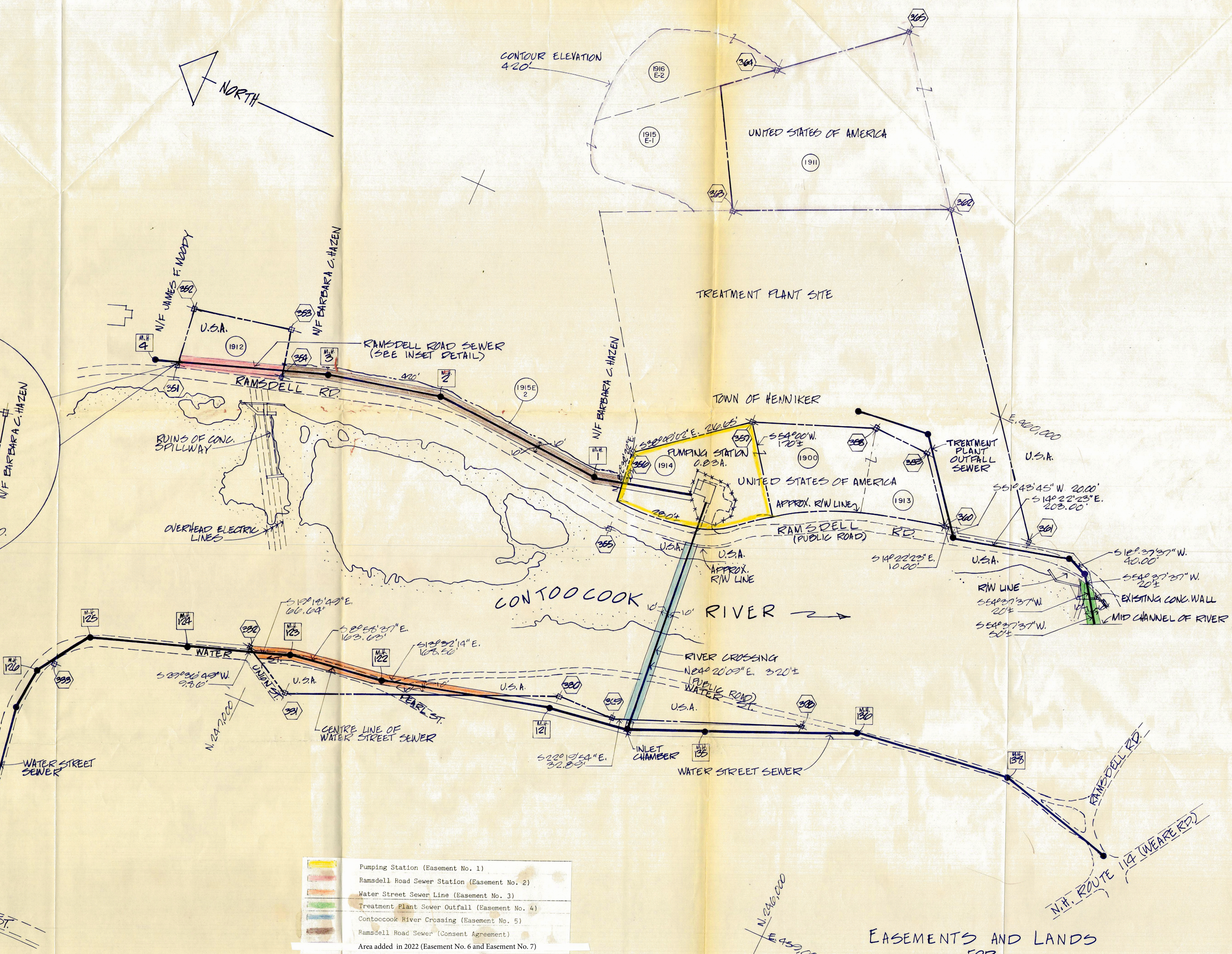
Maureen A. McCabe
Notary Public
My commission expires:



CONTOUR ELEVATION 420'



ENLARGED DETAIL AT RAMSDELL RD. SEWER (NOT TO SCALE)

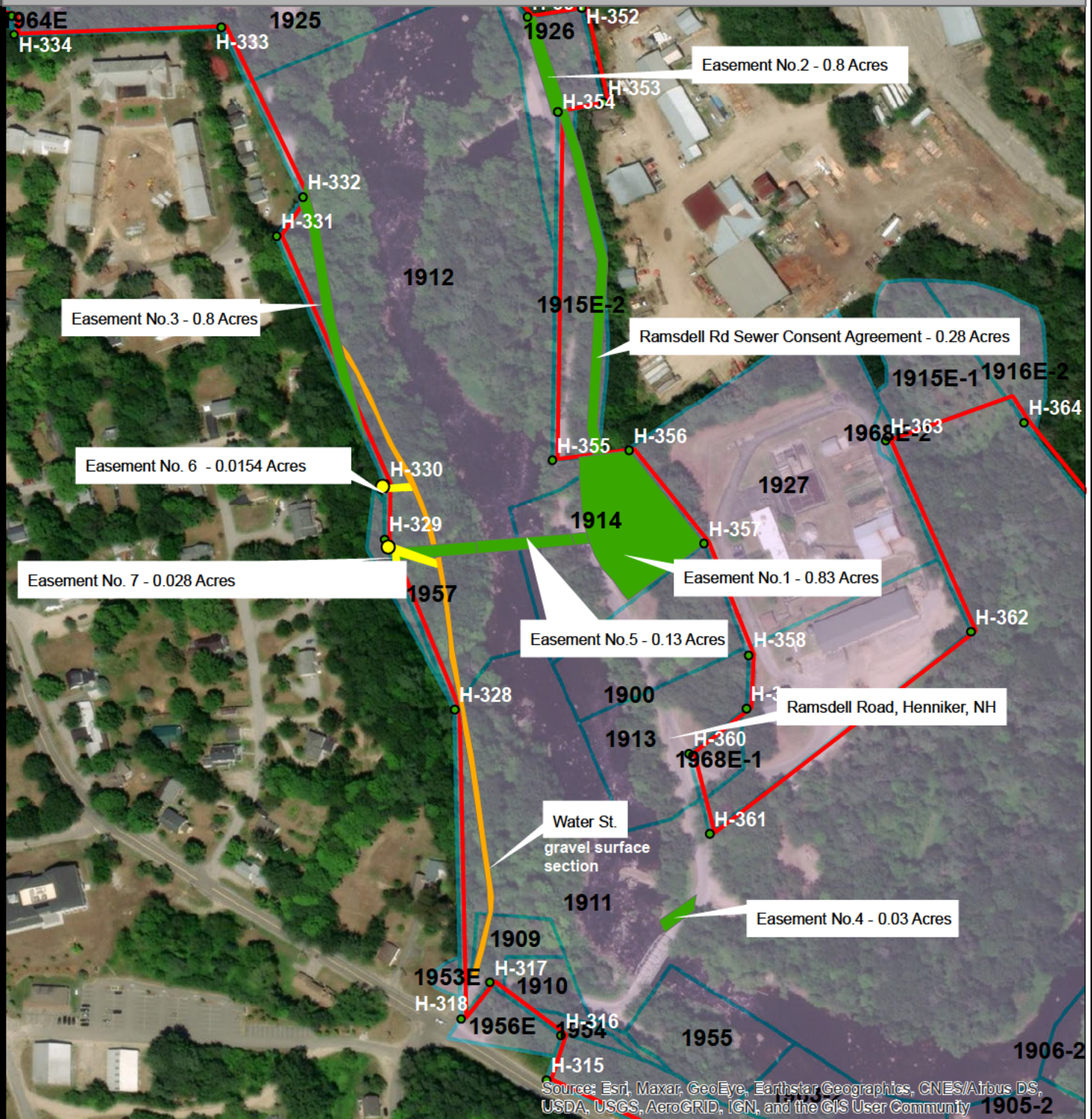


	Pumping Station (Easement No. 1)
	Ramsdell Road Sewer Station (Easement No. 2)
	Water Street Sewer Line (Easement No. 3)
	Treatment Plant Sewer Outfall (Easement No. 4)
	Contoocook River Crossing (Easement No. 5)
	Ramsdell Road Sewer (Consent Agreement)
	Area added in 2022 (Easement No. 6 and Easement No. 7)

Exhibit A, page 1 of 2
Easement No. DACW33-2-23-007
Hopkinton-Everett Lakes Project, NH

EASEMENTS AND LANDS FOR TOWN OF HENNIKER, N. H.
SEWER LINES AND RELATED FACILITIES
SCALE: 1"=80'

EXHIBIT A



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



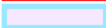


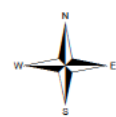
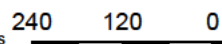
US Army Corps of Engineers
New England District

Exhibit A, page 2 of 2
Easement No.
DACW33-2-23-007

Map shows approximations only

Legend

-  boundary_points
-  Hop_Ev_Boundary
-  Hopkinton - Everett Tracts



HOPKINTON - EVERETT LAKES
U.S. ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
HOPKINTON, HENNIKER,
DUNBARTON, & WEARE, NH
August 2022



Exhibit B

Pumping Station (Easement Area 1)

Beginning at a concrete bound in the Northeasterly corner of the herein described parcel, said bound being numbered H-356 in the project boundary monumentation program, said corner being common to land of the United States, land of the town of Henniker, and land now or formerly of Barbara C. Hazen;

thence by land of the town of Henniker South 38° 49' 02" East 216.65 feet to concrete bound H-357;

Thence by other land of the United States South 54°00' West a distance of about 170 feet to the Easterly line of Ramsdell Road;

Thence Northwesterly and Northerly along said Easterly line of Ramsdell Road a distance of about 280 feet to a point at land now or formerly of Barbara C. Hazen, said point being also on the project boundary line running from bound H-355 to bound H-356;

Thence North 82° 32' 22" East, along said boundary line by land now or formerly of Barbara C. Hazen, a distance of 90 feet, more or less, to the point of beginning.

Containing 0.83 acres, more or less.

Ramsdell Road Sewer Line (Easement Area No 2)

Being a strip of land, varying in width and approximately 181 feet in length, the sewer center line of which begins at a point on the division line between land of the United States and land now or formerly of James F. Moody, said point being also on the project boundary line running from bound H-351 to H-352, more particularly North 80° 59' 46" East and distant 3.50 feet from bound H-351 measured along said division line;

thence said sewer center line runs through land of the United States South 19° 59' 58" East a distance of 181.36 feet to a point of ending on the division line between land of the United States and land now or formerly of Barbara C. Hazen.

Bounded on the North by land now or formerly of James F. Moody; on the East by a line 10 feet Easterly from and parallel to the above described center line; on the South by land now or formerly of Barbara C. Hazen, and on the West by the Easterly line of Ramsdell Road.

Containing 0.08 acres, more or less.

Water Street Sewer Line (Easement Area No. 3)

Being a strip of land 20 feet wide and approximately 409 feet in length, 10 feet either side of a sewer center line which begins at a point within Water Street and more particularly at a point on the line between project boundary monument H-331 and H-332, South 29° 36' 49" West and distant 9.86 feet from bound H-332 measured along said division line;

thence said sewer center line runs within land of the United States South 19° 18' 49" East 66.64 feet to sewer manhole #123, South 8° 58' 37" East 163.63 feet to sewer manhole #122 and South 13° 32' 14" East 168.56 feet to point of ending on the division line between project boundary monuments H-331 and H-330.

Excepting therefrom so much of Water Street (a public road) as may run through the above described strip.

Containing 0.08 acres, more or less, not including Water Street.

Treatment Plant and Sewer Outfall (Easement Area No. 4)

Being a strip of land 20 feet in width and approximately 70 feet in length, 10 feet either side of a center line, the TRUE POINT OF BEGINNING being located by beginning at project boundary monument H-360 on the Easterly line of Ramsdell Road and thence running South 14° 22' 23" East 10.00 feet to a point on the outfall sewer center line and thence by said sewer center line running within Ramsdell Road (a public road) South 51° 43' 45" West 20.00 feet, South 14° 22' 23" East 203.00 feet South 18° 37' 37" West 40.00 feet, and South 54° 37' 37" West a distance of about 20 feet to a point on the westerly line of Ramsdell Road being the TRUE POINT OF BEGINNING of the herein described parcel of land;

thence said outfall sewer center line runs South 54° 37' 37" West a distance of about 20 feet to an existing concrete wall at the river bank and again South 54° 37' 37" West a distance of about 50 feet to a point of ending in the mid-channel of the Contoocook River.

Containing 0.03 acres, more or less.

Contoocook River Crossing (Easement Area No. 5)

Being a strip of land 20 feet in width and approximately 320 feet in length, 10 feet either side of a center line of the crossing pipes, said center line begins on the project boundary line running from bound H-328 to H-329, more particularly South 22° 19' 54" East and distant 32.89 feet measured along said line from bound H-329;

thence said sewer center line runs North 84° 20' 09" East crossing Water Street and the Contoocook River a distance of about 320 feet to a point of ending in the Westerly line of Ramsdell Road (a public road).

Excepting therefrom so much of Water Street (a public road) as may run through the above described strip.

Containing 0.13 acres, more or less, not including Water Street.

Manhole Easement Description (Easement Area No. 6, added in 2022)

Beginning at a point on the common line of land of the United States and land of the town of Henniker identified on Tax Map 2 Lot 488-A, said point being North 22° 38' 05" West and 1.20 feet from concrete bound H-330;

thence by the common line of the United States of America and the town of Henniker identified on Tax Map 2 Lot 488-A North 22°38'05" West for a distance of 15.59 feet to a point;

Thence within the land of The United States North 82°43'20" East for a distance of 43.79 feet to a point; and

South 20°27'11" East for a distance of 16.52 feet to a point; and

South 84°13'10" West for a distance of 43.18 feet to the point of beginning.

Said Manhole Easement containing 0.0154 acres, more or less.

Siphon Chamber Easement Description (Easement Area No. 7, added in 2022)

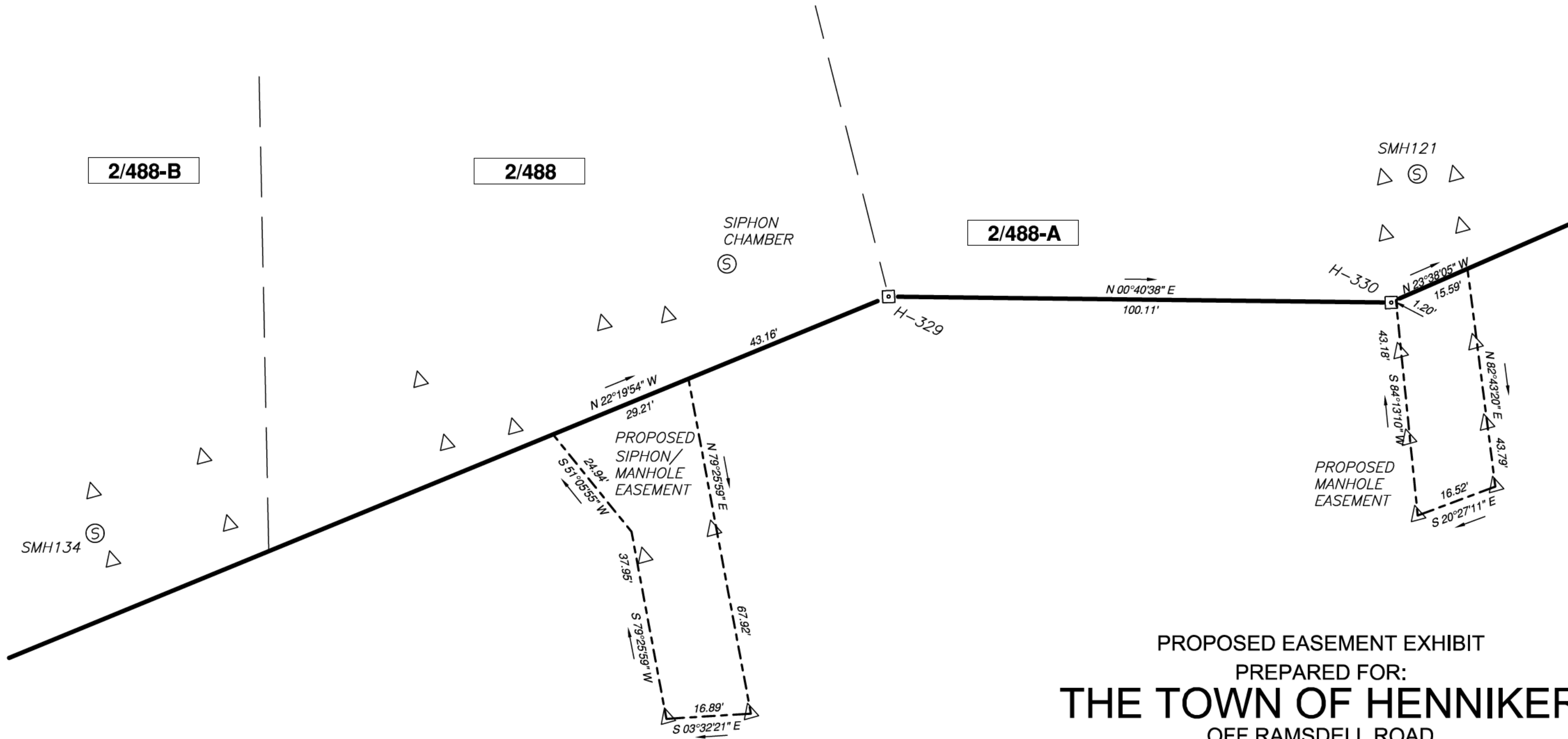
Beginning at a point on the common line of land of the United States and town of Henniker land identified on Tax Map 2 Lot 488, said point being South 22°19' 54" East and 43.16 feet from concrete bound H-329;

thence within the land of the United States
North 79°25'59" East for a distance of 67.92 feet to a point, and;
South 03°32'21" East for a distance of 16.89 feet to a point, and;

South 79°25'59" West for a distance of 37.95 feet to a point, and;
South 51°05'55" West for a distance of 24.94 feet to a point, on the common line of the
United States and land of the town of Henniker identified on Tax Map 2 Lot 488,

Thence North 22°19'54" West 29.21 feet by the common line of the United States and
the town of Henniker identified on Tax Map 2 Lot 488 to the point of beginning.

Said Siphon Chamber Easement containing 0.028 acres, more or less.

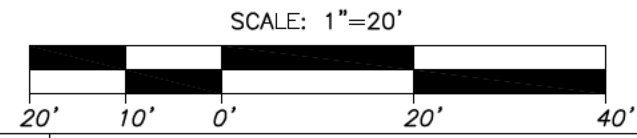


PROPOSED EASEMENT EXHIBIT
 PREPARED FOR:
THE TOWN OF HENNIKER
 OFF RAMSDALL ROAD
HENNIKER, NEW HAMPSHIRE

Exhibit B , page 5 of 5
Easement No. DACW33-2-23-007
Hopkinton Everett Lakes Project, NH APRIL 11, 2022

HIGGINSON
LAND SERVICES
 LAND SURVEYING – SEPTIC SYSTEM DESIGNS – PERMITTING
 76 PATTERSON HILL ROAD HENNIKER, NH 03242
 TEL: 603-660-6412 NOTE BOOK # JOB #1097

- LEGEND:**
- LOT LINE
 - ABUTTING LOT LINE
 - PROPOSED EASEMENT LINE
 - SEWER MANHOLE
 - US ARMY CORPS OF ENGINEERS MONUMENT
 - TALL STAKE FOUND



REV.	DATE	DESCRIPTION	BY



DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NEW ENGLAND DISTRICT
696 VIRGINIA ROAD
CONCORD MA 01742-2751

October 6, 2022

SUBJECT: Hopkinton-Everett Lakes Project, NH—Easement No. DACW33-2-23-007 to the Town of Henniker

Ms. Diane Kendall
Town Administrator
Henniker Town Hall
18 Depot Road
Henniker, New Hampshire 03242
BY EMAIL TRANSMITTAL

Dear Ms. Kendall:

Attached with this letter please find Easement No. DACW33-2-23-007 which replaces Easement No. DACW33-2-79-72 and provides additional lands for the Town of Henniker pump station.

Please have Selectboard Chair Kris Blomback sign all copies and return them to this office for Government execution. Please have an appropriate person sign the Certificate of Authority attached. A notary block has also been provided at your request. Please mail hard copies of the signed and notarized easement to this office at the address above. A fully executed and notarized copy of Easement No. DACW33-2-23-007 will be returned to you for your records.

If you have any questions, please contact Maureen Davi of this office by telephone at (978) 318-8070 or by email at Maureen.B.Davi@usace.army.mil.

Sincerely,

Timothy W. Shugert
Chief, Real Estate Division



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: 11/1/2022

TITLE: Land Use Change - release and record the non-qualifying acreage

INITIATED BY: Evan Roberge, Avitar Assessor; Helga Winn, Executive Assistant/Assessing Technician

PREPARED BY: Helga Winn, Executive Assistant/Assessing Technician

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: We recommend Board of Selectmen release and record the no-longer qualifying acreage with the registry of deeds without charging the taxpayer due to the exceeded 18-month deadline.

Legal Authority: RSA 79-A:7

Financial Details: \$0 to \$800

Properties: Tax Map/Lot 7/344-X and Tax Map/Lot 7/352-X1

Assessing and Town Administrator Comment: It has recently come to light (August 4, 2022) that properties identified as Tax Map/Lot 7/344-X and Tax Map/Lot 7/352-X1 are currently entirely enrolled in current use. Both properties have old barns within the current use areas, which, with curtilage do not qualify for current use. When acreage is released from current use it is subject to a Land Use Change Tax (LUCT). Due to the age of the barns and the fact that they have been there for an exceedingly long time, it appears the town has lost its right to issue the LUCT, however the statute states the town has "***within 18 months of the date the local assessing officials actually discover that the land use change tax is due and payable***". Our recommendation is to waive the LUCT on both properties. The barns are not newly erected, they are quite old, and have been in the current use area for many years but were only recently discovered. A \$0.00 bill has been created for each property should the Selectboard decide to only release and record the acreage without billing the taxpayer. Should the Selectboard decide to proceed with billing the taxpayer a \$400.00 bill has been created for each property.

This acreage shall be released and recorded at the registry of deeds regardless of the amount billed.

Suggested Action/Recommendation:

Suggested Motion: Move to release and record the non-qualifying acreage with the Registry of Deeds without charging the taxpayer due to the exceeded deadline.

FORM
A-5W

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

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

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL ROAD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of:	\$ 0.00
Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at HENNIKER, NH	
(f) This day of NOVEMBER 1, 2022	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY JOHN L BROWN	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 444 OLD HILLSBORO ROAD, HENNIKER, NH 03242	
(h) MUNICIPAL TAX MAP 7	LOT NUMBER 352-X1

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

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
KRIS BLOMBACK		11/1/2022
PETER R. FLYNN		11/1/2022
TIA HOOPER		11/1/2022
D. SCOTT OSGOOD		11/1/2022
WILLIAM MARKO		11/1/2022

FORM
A-5W

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

WARRANT FOR LAND USE CHANGE TAX

INSTRUCTIONS

WHEN TO FILE

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

WHO MUST FILE

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

WHERE TO FILE

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

TAX COLLECTOR PROCEDURES

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

WHEN TAX IS DUE

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

COLLECTION OF UNPAID TAX

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

ADA

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

NEED HELP?

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

LINE-BY-LINE FORM INSTRUCTIONS

STEP 1

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

STEP 2

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

STEP 3

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

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME BROWN	FIRST NAME/CORPORATION/TRUST NAME JOHN	INITIAL L
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS 444 OLD HILLSBORO ROAD		
MUNICIPALITY HENNIKER		STATE NH	ZIP CODE 03242

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED		
	(b) ACCESSIBLE STREET LOCATION OLD HILLSBORO ROAD	MUNICIPALITY HENNIKER	COUNTY MERRIMACK
	(c) TOTAL ACRES OF PARCEL 6.6	PARCEL TAX MAP AND LOT # 7 352-X1	DEED BOOK AND PAGE # PROB
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX		

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

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

(a) Owners Name When Land Was First Recorded in Current Use: LESTER BROWN	DEED BOOK AND PAGE #	
	1248	178
(b) Total Number of Acres Originally Enrolled in Current Use	6.6	
(c) Total Number of Acres Previously Released Since The Original Recording	0	
(d) Number of Acres Subject to the LUCT Per This Assessment	0.045	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	6.555	

FORM
A-5

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: OLD 600SF BARN DISCOVERED DURING FIELD REVIEW.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022
(c) Full and True Market Value at Time of Change in Use	\$ 0.00
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 0.00

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

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME BROWN		FIRST NAME/CORPORATION/TRUST NAME JOHN	INITIAL L
MAILING ADDRESS 444 OLD HILLSBORO ROAD			
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242	
(b) Actual Date of Change in Use (MM/DD/YYYY)		08/04/2022	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)		11/01/2022	
(d) Full and True Market Value at Time of Change in Use		\$ 0.00	
(e) Land Use Change Tax Due		\$ 0.00	

FORM
A-5

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

(continued)

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

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

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

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

FORM
A-5

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

WHO MUST FILE

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

WHEN TO FILE

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

WHERE TO FILE

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

BILLING AND COLLECTION OF THE TAX

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

APPEAL OF LAND USE CHANGE TAX

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

ADA

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

NEED HELP?

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

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

LINE-BY-LINE INSTRUCTIONS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

STEP 7

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

STEP 8

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

September 9, 2022

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

Re: LUCT Recommendations/findings from Field Review:

Map 7 Lot 352 Sub X1 (Old Hillsboro Road, John L Brown)

Dear Helga & Board Members:

The following sales were reviewed and relied upon in my determination of fair market value for the parcel noted below:

<u>Map & Lot</u>	<u>Sale Date</u>	<u>Sale Price</u>	<u>Acreage</u>
8-581-X2	04/05/21	\$93,000	2.690 (Depot Hill, Seasonal Views/Cleared)
8-540-X9	05/05/21	\$92,000	7.880 (Weare Road, Wooded)
7-568-C2	05/21/21	\$99,000	13.07 (Cote Hill Road, Steep Acc, Views)
8-582	08/06/21	\$135,000	13.00 (Flanders Road)
5B-102-X2	12/20/21	\$93,000	2.090 (Diamond Drive, Wooded)
5C-359-J	06/03/22	\$79,000	4.69 (Deer Run Rd, Wet/CTD)
8-581-X2	06/13/22	\$130,000	2.69 (Depot Hill Rd, Cleared)

Map 7 Lot 352 Sub X1 (Old PID 1-352-X1)

The above-referenced parcel consists of 6.6 acres all in current use (contiguous with several other parcels). However during field review, an old 600 sq. ft. barn was discovered on the property that is in current use. This estimated 0.045 acre area (barn/curtilage) does not qualify for current use. The 0.045 acre area is merely what we would call an outbuilding site, as the area disturbed would not support a house site due to its size, etc. The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access, topography, time, outbuilding only, etc., it is my opinion this 0.045 acre outbuilding site has a market value of \$4,000, revealing a \$400 LUCT (\$4,000 x 10%). The date of change should be noted as 8/04/22, the date the LUCT violation was discovered on field review. Additionally, I would request the taxpayer, pursuant to the state statute; provide an updated current use map. Furthermore, due to the age of the barn and the fact it has been there forever, it would appear the town has lost their right to issue the LUCT, as the statute states the town has "within 18 months of the date the local assessing officials actually discover that the land use change tax is due and payable" and the taxpayers could easily argue this should have and could have been discovered long ago. Whether it is issued at \$400 or \$0, the area that does not qualify for current use must be released and recorded at the registry. Once this recommendation is received, a land use change tax form (A-5) and the tax warrant need to be completed, signed by the Board and provided to the Tax Collector for processing.

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

**Sincerely,
Signed & Mailed 9/13/2022
Evan Roberge
Assessor Supervisor – Avitar Associates**

FORM
A-5W

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

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

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL ROAD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

STEP 2 - COLLECTION OF LAND USE CHANGE TAX

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the LAND USE CHANGE TAX in the list herewith committed to you, amounting in all of the sum of:	\$ 0.00
Interest at 18% will be assessed after 30 days.	
(e) Given under our hands at HENNIKER, NH	
(f) This day of NOVEMBER 1, 2022	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY TIMOTHY MCCOMISH REVOCABLE TRUST	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS P.O. BOX 644, HENNIKER, NH 03242	
(h) MUNICIPAL TAX MAP 7	LOT NUMBER 344-X

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

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/1/2022

FORM
A-5W

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

INSTRUCTIONS

WHEN TO FILE

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

WHO MUST FILE

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

WHERE TO FILE

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

TAX COLLECTOR PROCEDURES

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

WHEN TAX IS DUE

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

COLLECTION OF UNPAID TAX

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

ADA

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

NEED HELP?

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

LINE-BY-LINE FORM INSTRUCTIONS

STEP 1

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

STEP 2

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

STEP 3

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

FORM
A-5

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

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

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

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME TIMOTHY MCCOMISH REVOCABLE TRUST	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME MCCOMISH	FIRST NAME/CORPORATION/TRUST NAME TIMOTHY M TRUSTEE	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS PO BOX 644		
MUNICIPALITY HENNIKER		STATE NH	ZIP CODE 03242

STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION OLD HILLSBORO ROAD		MUNICIPALITY HENNIKER	COUNTY MERRIMACK
	(c) TOTAL ACRES OF PARCEL 23.3	PARCEL TAX MAP AND LOT # 7	344-X	DEED BOOK AND PAGE # 3549 0756
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

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

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

(a) Owners Name When Land Was First Recorded in Current Use: JESSIE MCCOMISH 1974	DEED BOOK AND PAGE # 547 441	
(b) Total Number of Acres Originally Enrolled in Current Use	23.3	
(c) Total Number of Acres Previously Released Since The Original Recording	0	
(d) Number of Acres Subject to the LUCT Per This Assessment	0.04	
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	23.26	

FORM
A-5

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

(continued)

STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX

(a) Narrative Description of the Disqualification: OLD 25X20 BARN DISCOVERED DURING FIELD REVIEW.	
(b) Actual Date of Change in Use (MM/DD/YYYY)	08/04/2022
(c) Full and True Market Value at Time of Change in Use	\$ 0.00
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ 0.00

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

TYPE OR PRINT NAME (in black or dark blue ink) KRIS BLOMBACK	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) PETER R. FLYNN	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) TIA HOOPER	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) D. SCOTT OSGOOD	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022
TYPE OR PRINT NAME (in black or dark blue ink) WILLIAM MARKO	SIGNATURE (in black or dark blue ink)	DATE 11/01/2022

STEP 6 - BILL LAND USE CHANGE TAX TO:

(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)

LAST NAME/CORPORATION/TRUST NAME TIMOTHY MCCOMISH REVOCABLE TRUST		FIRST NAME/CORPORATION/TRUST NAME	INITIAL
MAILING ADDRESS PO BOX 644			
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242	
(b) Actual Date of Change in Use (MM/DD/YYYY)		08/04/2022	
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)		11/01/2022	
(d) Full and True Market Value at Time of Change in Use		\$ 0.00	
(e) Land Use Change Tax Due		\$ 0.00	

FORM
A-5

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

(continued)

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

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

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

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

FORM
A-5

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

WHO MUST FILE

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

WHEN TO FILE

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

WHERE TO FILE

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

BILLING AND COLLECTION OF THE TAX

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

APPEAL OF LAND USE CHANGE TAX

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

ADA

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

NEED HELP?

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

FORM
A-5

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

LINE-BY-LINE INSTRUCTIONS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

STEP 7

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

STEP 8

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

September 9, 2022

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

Re: LUCT Recommendations/findings from Field Review:

Map 7 Lot 344 Sub X (Old Hillsboro Road, Timothy McComish Revocable Trust)

Dear Helga & Board Members:

The following sales were reviewed and relied upon in my determination of fair market value for the parcel noted below:

Map & Lot	Sale Date	Sale Price	Acreage
8-581-X2	04/05/21	\$93,000	2.690 (Depot Hill, Seasonal Views/Cleared)
8-540-X9	05/05/21	\$92,000	7.880 (Weare Road, Wooded)
7-568-C2	05/21/21	\$99,000	13.07 (Cote Hill Road, Steep Acc, Views)
8-582	08/06/21	\$135,000	13.00 (Flanders Road)
5B-102-X2	12/20/21	\$93,000	2.090 (Diamond Drive, Wooded)
5C-359-J	06/03/22	\$79,000	4.69 (Deer Run Rd, Wet/CTD)
8-581-X2	06/13/22	\$130,000	2.69 (Depot Hill Rd, Cleared)

Map 1 Lot 344 Sub X (Old PID 1-344-X)

The above-referenced parcel consists of 23.3 acres all in current use. However, during field review an old 25x20 barn was discovered on the property in current use. This estimated 0.04 acre area (barn/curtilage) does not qualify for current use. The 0.04 acre area is merely what we would call an outbuilding site, as the area disturbed would not support a house site due to its size, etc. The sales noted above were used to aid in my opinion of market value. Giving consideration to all of the above and factoring adjustments for differences in size, location, access, topography, time, outbuilding only etc., it is my opinion this 0.04 acre outbuilding site has a market value of \$4,000, revealing a \$400 LUCT (\$4,000 x 10%). The date of change should be noted as 8/04/22, the date the LUCT violation was discovered on field review. Additionally, I would request the taxpayer, pursuant to the state statute; provide an updated current use map. Due to the age of the barn and the fact it has been there forever, it would appear the town has lost their right to issue the LUCT, as the statute states the town has "within 18 months of the date the local assessing officials actually discover that the land use change tax is due and payable" and the taxpayers could easily argue this should have and could have been discovered long ago. Whether it is issued at \$400 or \$0, the area that does not qualify for current use must be released and recorded at the registry.

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

Sincerely,
Signed & Mailed 9/13/2022
Evan Roberge, Assessor Supervisor – Avitar Associates

November 12, 2022 Selectboard and Budget Advisory Draft Schedule

- | | | |
|-------------|-----------------------------|---------------------------|
| 1. 8:30am | Fire/Rescue | Chief Morse, Chief Aucoin |
| 2. 8:45am | Patriotic Purposes | Chief Morse |
| 3. 8:50am | Emergency Management | Stefanie Costello |
| 4. 9:00am | Wastewater Treatment | Ken Levesque |
| 5. 9:30am | Tucker Free Library | Tucker Free Library |
| 6. 10:00am | Community Concerts | Ruth Zax |
| 7. 10:15am | Elections | Lori Marko |
| 8. 10:30am | Police | Chief French |
| 9. 10:30am | Animal Control | Chief French |
| 10. 11:00am | Town Clerk/Tax Collector | Kim Johnson/Debbie Aucoin |
| 11. 11:15am | Welfare | Carol Conforti Adams |
| 12. 11:30pm | Highway/Highway & Streets | Leo Aucoin |
| 13. 1:00pm | Transfer Station | Marc Boisvert |
| 14. 1:15pm | Henniker Athletics | Jarrold Brooks |
| 15. 1:30pm | Conservation | Mark Mitch |
| 16. 1:45pm | Cemetery | Tim McComish |
| 17. 2:00pm | Community Organizations | White Birch, CAP |
| 18. 2:15pm | Planning | Russ/Diane |
| 19. 2:20pm | Zoning | Russ/Diane |
| 20. 2:25pm | Code | Diane |
| 21. 2:30pm | Town Office | Diane |
| 22. 2:45pm | Executive | Diane |
| 23. 2:55pm | Tax Maps | Russ |
| 24. 3:00pm | Legal | Diane |
| 25. 3:05pm | Insurance | Russ |
| 26. 3:10pm | Debt Service/Municipal Dues | Russ |

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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, October 18th, 2022, 6:15PM
Henniker Community Center**

Members Present: Chairman Kris Blomback, Vice Chair Peter Flynn, Selectwoman Tia Hooper, Selectman Bill Marko
Member's Excused: Selectman Scott Osgood
Town Administrator: Diane Kendall
Recording Secretary: Hank Bernstein
Guests: See attached Sign-In Sheet

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA

Item #1 – Selectman Flynn motioned to approve the Consent Agenda October 18th, 2022, seconded by Chairman Blomback. Selectman Marko asked to discuss the Mission Square Services Agreement. Chairman Blomback explained the Selectboard employment agreement with the Town Administrator provided for a contribution to a 457-retirement plan in lieu of membership in the NH Retirement System pension plan, and the town is obligated to satisfy the agreement. The Mission Square service agreement presented in the consent agenda satisfies the obligation. TA Kendall explained, according to the Finance Department, she is not eligible for participation in the town's existing 457 service agreement provided through the NH Retirement System. TA Kendall explained that her classification of employment as a contract employee Town Administrator exempts her from the compulsory participation in the NHRS pension plan. Kendall explained, while she will receive an employer contribution to a plan, other employees may elect to participate with payroll deduction contributions to the plan. If the service agreement is executed by the board, she will work with the finance department to roll out participation materials to other eligible employees. Discussion ensued about the Mission Square Agreement.

After no further discussion, the motion to accept the Consent Agenda passed, unanimously.

PUBLIC COMMENT #1

No public comments

APPOINTMENTS WITH THE BOARD:

Item #2 - Stef Costello, Emergency Management Director – Local Emergency Operations Plan

Ms. Costello is here tonight to propose a new Local Emergency Operations Plan for adoption. There are no format changes in the new plan, the changes compared to the old plan are very minor. Without an intact emergency management plan the town is not eligible for grants or FEMA reimbursement money. The plan needs to be current and accepted by the Board of Selectmen and then is passed along to the state. This plan provides a framework for emergencies and response. The Local Emergency Operations Plan defines the roles based on department, which does not change plan to plan. Selectman Flynn asks how the department heads participated in this planning. Ms. Costello answers that she had contacted each department head individually via email, phone calls, face to face meeting, etcetera. Selectman Flynn shares his opinion that he would prefer that in the future this be done as a group meeting, even if it takes a few months. Selectman Flynn also asks if the school participates in this plan. Ms. Costello shares that

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school does not, they have their own plan. Selectwoman Hooper asks about the changes in this plan. There are no significant changes to this document, Ms. Costello comments that she believes the only significant change is that the previous plan had END listed as primary or secondary for most of the ESF, but after talking with the state department it has been decided that should be a supportive role. **Selectwoman Hooper moves to approve the Local Emergency Operations Plan.** Selectwoman Hooper reiterates that this is a guidance document. Depending on the emergency, department heads will respond accordingly. **Seconded by Marko. Motion passes unanimously.**

Item #3 - Sue Fetzer and Kristen MacLean, Board of Directors, Henniker Historical Society – Academy Hall

Ms. Fetzer summarizes some documents that she and Ms. Maclean shared with the board. The Academy Hall building that houses the Henniker Historical Society is 26 years into a 75-year lease. The building itself is 186 years old and needs many repairs, namely the electricity, the heating, and adding handicapped access. The last major renovation was done when the town deeded the building to New England College in the 1950's. The Henniker Historical Society is here today to report to the board the issues with their electricity and a solution they have found. Ms. Fetzer lists the electrical issues the building has, a fuse on the second floor blew during regular use, the building has fluorescent lighting, and there is no working emergency lighting. The Henniker Historical Society wants to access a company that has experience working with historical buildings. They contacted the Irish Electric Company to do an assessment. The Irish Electric Company gave a quote for replacing the fluorescent lights, running an outlet upstairs, and fixing the emergency lighting for \$11,189. The Henniker Historical Society asks that the town consider this, if not in the recovery act funds, to at least help them fix this problem and the society would be willing to assist this up to 50%. Selectman Marko suggests that with a project this large that we get multiple quotes, perhaps from an electrical contractor in town. Selectwoman Hooper notes that they do not have to act at this time and that additional bids/quotes can be gathered and can be talked about during the budget session in November. Selectman Flynn comments that the policy is that anything of \$15,000 or more requires the bid process with three estimates. Town Administrator Kendall asks the board if the town would expense the entire project and then seek reimbursement from the historical society for their portion. Selectwoman Hooper notes that this would be the clearest way for accounting purposes, depending on ARPA requirements. Discussion continued about the repairs that Academy Hall needs. Chairman Blomback asked for clarification on New England College's involvement with the building. Ms. Fetzer shared that the building had once been deeded to N.E.C. by the town but has since been deeded back to the town with the caveat that the building be used for educational purposes. Chairman Blomback notes that some people mistake the Henniker Historical Society as being part of the town when in fact they are their own entity. Ms. Fetzer confirms that they are a nonprivate 501C3. Selectman Flynn notes that in the past the town and the historical society have split the costs, for example the roof replacement 10 years ago. Selectman Flynn also wanted to point out that it was not a requirement of the town for the historical society to split the cost, but it was something that the historical society offered to do. Chairman Blomback asks if there are any other repairs worth looking into. Ms. Fetzer notes that there are gaps in the windows and a major heating problem upstairs. Ms. MacLean notes that they need handicap access. Town Administrator Kendall suggests that Academy Hall building should be considered added to the Joint Loss Management Committee and the CIP. Selectwoman Hooper notes that this is a town asset. Selectwoman Hooper also asks if there is any progress in digital upgrades of the books in our possession. Ms. Fetzer shares that the Henniker Historical Society is actively seeking grants.

Item #4 - Joan O'Connor and Dale Clement – Request to open Fire Tower for tours

Ms. O'Connor noticed a post on Facebook asking if the Fire Tower will be open this fall. The Fire Tower has not been open for a couple years due to COVID. Ms. O'Connor brought Mr. Clement because he has overseen this project for many years. Mr. Clement goes on to say that he started this project in 1997. Initially the project was just a place for Mr. Clement to carry out experiments with HAM radio. There came a time when there was discussion about replacing the fire tower with a cell tower. Mr. Clement felt strongly about this and found an ally with the Forest Fire Lookout Association. The FFLA helped Mr. Clement enroll the Craney Hill Fire Tower (one of five of its kind) into the National Historical Lookout Registry. After saving the tower the neighborhood group once registered as the Craney Hill Tower Lookout Association decided to open the tower to the public. This was a very successful venture that many

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people have found memories of. The Fire Tower has had visitors from all over the country, mostly around Columbus Day when the foliage has peaked. Some days had over 100 visitors signing the guestbook. Mr. Clement would like to reopen the tower and came before the board to ask permission to do so with help from volunteers. Selectwoman Hooper asks if the Fire Department has been asked about this, because they have their equipment up there. Mr. Clement has not spoken with them since spring but will coordinate with the Fire Chief. **Selectwoman Hooper moved to give Mr. Clement permission to reopen for tours at the Craney Hill Fire Tower under the condition that the Fire Chief also approves. Seconded by Marko. Motion passes unanimously.**

Item #5 - Ruth Zax and Jennifer Lopez – Use of Community Building

The Henniker Concert Committee has been putting on concerts at Community Park for 30 years. This summer they had some of their best performances and largest turnouts ever. The Henniker Concert Committee asks the selectboard if they can reserve the Community Building for 12 Tuesdays in the summer. Ms. Zax shares that she is aware the Selectboard increased their summer schedule to include two extra meetings in the summer and that the addition of the dates will make the Community Building unavailable in the event of rain. Ms. Zax requests that if one of these Tuesdays has inclement weather that the selectboard hold their meeting elsewhere, perhaps at Henniker Town Hall, so that the concerts may continue. She states that it is easier to move the Selectboard than the concert. Selectman Marko states that the Community Center is where the Selectboard is set up to serve the public, and that their duty is for the public first. Selectwoman Hooper shares that the space in Town Hall is less conducive for carrying out meetings. Selectman Marko also shares that Town Hall does not have the audio-visual connection that the Community Center has. Selectman Flynn shares that it wouldn't be unreasonable to hold summer Selectboard meetings at town hall. Selectman Flynn continues to say that there is connectivity at Town Hall, and that releasing a single notice of the change of space for both the concert and the selectboard would be effective. Selectman Marko raises the concern if the agenda has a hot topic issue Town Hall will not accommodate a crowd. Ms. Lopez asks if the wiring is still set up at Town Hall. Town Administrator Kendall confirmed the Town Hall is set up to live stream. Chairman Blomback asks Town Administrator Kendall if there are any legal or technical issues with holding the meetings at Town Hall. She responds the town hall is set up. Selectwoman Hooper asks if there are enough chairs at the town hall. Multiple people respond that those chairs have been moved to the community center. Town Administrator Kendall shares that chairs can be moved and provided if necessary. Ms. Lopez reiterates that this is conditional, that the Concert Committee will only need to change space on days of inclement weather. Selectwoman Hooper suggests that because the Selectboard does not need to act right away that they table this discussion and think of other solutions. Ms. Zax shares that while she understands the Selectboard is to serve the community, the Concert Committee is also serving the community. Selectman Flynn sees no reason to delay. **Selectman Flynn moves that the board of Selectman authorize the concert committee to use the Community Center during times of inclement weather and that if the selectmen have a scheduled meeting that the Selectmen move their meeting to town hall and make adjustments to do so. Chairman Blomback Seconds for purpose of discussion.** Conversation continued on the matter, Selectman Marko shares moving the selectboard meetings to Town Hall would create confusion. Selectwoman Hooper shares that there may be another location where the Concert Committee could hold their performances, perhaps the performing arts center at New England College. Ms. Zax says that isn't available to the concert committee. Selectwoman Hooper says that with the backing of the selectboard it may become an option. Ms. Zax shares that there is a cost associated with this option and would be outside of the budget for the concert committee. **Motion is called to a vote and fails 2-2.** Selectwoman Hooper brings up that there are additional nights that there could be discussion about moving the concerts to a different night of the week. Ms. Zax shares that this would be a very big change and would conflict with neighboring towns. Selectwoman Hooper would still like to explore looking into more possible solutions. Chairman Blomback says the one thing we have working for us is time. Ms. Zax also says that she will continue exploring more options.

CONTINUED BUSINESS:

Item #6 – David Eilenberger – Donation of an irrigation system for the ball field

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TA Kendall provided a summary of the donation acceptance request from Blue Sky Irrigation for an irrigation system for the ball field behind the Town Hall. Mr. Eilenberger had previously agreed to install the system and take care of annual maintenance. The previous takeaway was to draft a memorandum of understanding about ongoing maintenance for this project and to determine a secure location for controls. Mr. Eilenberger addressed the board and asked his letter to be read into the minutes (attached). Rescinding his donation, Mr. Eilenberger left the meeting.

Item #7 ARPA Fund requests

Town Administrator Kendall shares that there have been many requests for ARPA funding. Many are still a work in progress. The Transfer Station was quoted for a replacement of the fire security system at \$5,300. Renovations to the Grange for ADA restroom, repairs to the ramp, replace rug, add auto opener door, and fireproofing the boiler closet. Rough quotes are about \$45,000. The Community Center front doors are not energy efficient, and they need a crash bar. The Historical Society asked for \$5,600 for an electrical upgrade. Azalea Park asked for stabilization of the riverbank at a top price of \$75,000. The Community Park is looking for a sprinkler system for the park, painting of the band stand, a sound system, and signage quoted around \$7,700 plus the cost of paint and signage. Selectwoman Hooper asks for confirmation that these are just preliminary quotes that are subject to change based on future information as new projects come in. The Fire Department needs to replace their rescue boat for \$16,803. The library requested accessibility improvements quoted at \$29,000. White Birch is seeking an outdoor pavilion for \$75,000. Selectwoman Hooper shared that this money does not need to be obligated for two years it would be important to reserve the funds for life safety projects.

Item #8 Request for crosswalk on Main St: Previously tabled no discussion

NEW BUSINESS

Item #9 – Committee, Commission appointments

Ballot Clerks- Ron Hess and Rod Pimentel Selectman Flynn calls Ron Hess to the podium, Mr. Hess has been a citizen of Henniker for twenty plus years applied to be a ballot clerk. Mr. Hess has been active in politics and recently retired so he has a lot of spare time on his hand. **Selectwoman Hooper makes a motion to appoint Ron Hess as Ballot Clerk for a period of 3 years ending September 1st, 2025. Selectman Marko seconds.** Selectman Marko asks Mr. Hess to confirm that he is a registered voter in the town of Henniker. Mr. Hess confirms that. **Motion passes unanimously.**

Selectman Flynn calls Rod Pimentel to the podium. Mr. Pimentel has lived in Henniker since June 26th, 1977. He is interested in working as ballot clerk and being part of the energy committee. Mr. Pimentel was a selectman for three terms in the 90's and early 2000's. He is currently a state rep on the science technology and energy committee and his term ends on election day. **Selectwoman Hooper makes a motion to appoint Rod Pimentel as Ballot Clerk for a period of 3 years ending September 1st, 2025, selectman Flynn seconds.** Selectman Marko asks Mr. Pimentel if he is a registered voter in the town of Henniker. Mr. Pimentel confirms. **Motion passes unanimously. Selectwoman Hooper moves to appoint Rod Pimentel to the Energy Committee for a period of 3 years ending September 1st, 2025. Selectman Flynn seconds.** Selectman Marko shares that the Energy Committee has not met since COVID, and that the committee needs to be restarted. **Motion passes unanimously.**

Item #10 – Re-establish Solid Waste and Recycling Committee

Town Administrator Kendall points out that it has been quite some time since the Transfer Station policies have been updated and it is time to revisit them. The costs of hauling and disposal has been increased. Town Administrator Kendall and Marc Boisvert (Manager of the Transfer Station) agree that it would be a good idea to establish a committee for the transfer station to evaluate the policies, expenses, and fees to advise the Selectboard. Mr. Boisvert shares that prices for hauling and tonnage have gone up quite a bit. Mr. Boisvert explained due to industry changes, only household waste can be put in the hopper. Previously, most household items such as couches, recliners, tables, chairs, etcetera were allowed. With this change there now needs to be a charge associated with these items. Mr. Boisvert goes on to say

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that there is an issue with consistency of fees among the staff and with this committee there would be more opportunity for consistency. Mr. Boisvert shares that he is actively trying to keep things out of the waste stream; he is currently running a pumpkin recycling program. Instead of paying to recycle them he is hoping that some farms come by and ask for the pumpkins. He is also meeting with the Lions Club to discuss recycling plastic bags. For every 500lbs of plastic the Lyons club will get a park bench out of it. Mr. Boisvert really just wants to see more consistency at the transfer station. Selectwoman Hooper asks Selectman Flynn if he has made any progress on his task of fee investigation. Selectman Flynn did not have any updates. **Selectman Marko makes a motion to reestablish the solid waste committee as a standing committee. Seconded by Selectwoman Hooper for purpose of discussion.** Selectwoman Hooper suggests looking at the charter for the former Solid Waste Committee to adjust and fine tune the charter of that committee. **Motion passes unanimously.**

Past Meeting Minutes

Item #11 -- Acceptance of Board of Selectmen Non-Public Session September 20, 2022, 9:14

Selectwoman Hooper makes a motion to approve, seconded by Selectman Flynn. Motion passes unanimously.

Item #12 --Acceptance of Board of Selectmen Non-Public Session September 20, 2022, 9:36

Selectwoman Hooper makes a motion to approve, seconded by Selectman Marko. Motion passes unanimously.

Item #13 -- Acceptance of Board of Selectmen Non-Public Session September 26, 2022, 5:17

Selectwoman Hooper makes a motion to approve, seconded by Selectman Flynn. Motion passes unanimously.

Item #14 -- Acceptance of Board of Selectmen Public Meeting Minutes October 4, 2022, 5:30

Selectman Marko makes a motion to approve, seconded by Selectwoman Hooper. Motion passes unanimously.

Item #15 -- Acceptance of Board of Selectmen Non-Public Session October 4, 2022, 5:30 (Tax Collector)

Selectwoman Hooper makes a motion to approve, seconded by Selectman Flynn. Motion passes unanimously.

Item #16 -- Acceptance of Board of Selectmen Public Meeting Minutes October 4, 2022, 6:15

Selectwoman Hooper notes an edit that the motion to adjourn should be seconded by Selectman Marko, not Selectman Osgood. **Selectwoman Hooper makes a motion to approve with those changes, seconded by Selectman Marko. Motion passes unanimously.**

Item #17 -- Acceptance of Board of Selectmen Non-Public Session October 4, 2022, 7:36

Selectwoman Hooper notes an edit that there is an "a" instead of an "@". **Selectwoman Hooper makes a motion to approve, seconded by Selectman Flynn. Motion passes unanimously.**

Item #18 -- Acceptance of Board of Selectmen Non-Public Session October 4, 2022, 8:25

Selectman Marko makes a motion to approve, seconded by Selectman Flynn. Motion passes unanimously.

Selectwoman Hooper makes a motion to seal these minutes, seconded by Selectwoman Hooper. Motion passes unanimously.

Communications

Item #17 – Town Administrator:

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Town Administrator Kendall reports on the continuing Wastewater Treatment recruitment. Finance BS&A fund accounting is live and implemented and finance is working with implementation of BS&A payroll software. The Finance department is continuing to work on the budget process. Town Administrator Kendall attended a Hard Road to Travel workshop. There is an intern from N.E.C. is starting at Town Hall and another intern willing to work at the teen center when it reopens. Town Administrator Kendall is also attending a joint loss management training workshop. The Community Center has a new exterior motion light installed and a broken window fixed. Town Hall was power washed. The contractor will be coming in to install compressors for the mini splits in Town Hall. The Beautification Committee has put scarecrows around town. Town Administrator Kendall attended the Planning Board housing forum and the Chamber of Commerce meeting at Henniker brewery. The Broadband Committee is meeting again November 2nd. She is also coordinating the pilot system for dewatering at wastewater, coordinating the communication tower project, and the fire pond project. Selectman Marko asks about the about in an invoice on the manifest list to seems to be improperly classified. Town Administrator Kendall will investigate and correct if needed.

Item #18 – Correspondence:

Chairman Blomback calls the Chief Jim Morse to the podium. Chief Morse is fine with the fire tower opening. His one reservation is having fire department volunteers for the tower. He also wants to make sure the town has proper insurance for people going up onto the tower. Chief Morse asks a question about ARPA fund and whether he will be able to use that to fund the new emergency boat for the Fire Department. Town Administrator Kendall asks what the sense of urgency is. Chief Morse says it is a necessary item for the town. It is used once or twice a year and the current boat is out of commission. Selectman Marko asks if the motor is working. Chief Morse responds that the motor is working, but it would be better to have a new motor, with intention of selling the old one later, as well as selling the trailer. Selectwoman Hooper notes that the budget cycle is in three weeks. It fits the criteria as a life safety measure. **Selectwoman Hooper makes a motion to appropriate ARPA funds to purchase the boat as described in the application for an amount not to exceed \$16,803 minus the sale of the motor and trailer. Seconded by Selectman Marko.** Chief asks if the trailer and motor should go to auction or go for the highest bid. **Motion passes unanimously.**

Item #19 - Selectmen Reports:

Selectwoman Hooper reported on the CIP meetings every Thursday. They are trying to find some dates for the department heads to meet with them.

Selectman Flynn had nothing to report

Selectman Marko reported on the scheduled road management committee meeting but was unable to get a quorum. And on the planning board meeting where they talked about affordable workforce housing where they had solicited input from the community.

Chairman Blomback reported on the upcoming OHRV meeting.

PUBLIC COMMENT #2:

No public comments.

NON-PUBLIC:

Chairman Blomback motioned to enter non-public session citing RSA 91-A:3 II (b) The hiring of any person as a public employee and RSA 91-A:3 II (a) the dismissal, promotion, or compensation of any public employee, seconded by Selectman Marko. Roll call vote to enter non-public session: Chairman Blomback, yes; Selectman Flynn, yes; Selectman Osgood, yes; Selectman Hooper, yes; Selectman Marko, yes. The motion passed unanimously. The Selectboard entered non-public session at 8:24pm.

The Selectmen returned to public session at 8:36pm.

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Selectwoman Hooper motioned to seal the minutes, seconded by Selectman Flynn, because it was determined that divulgence of this information likely would render a proposed action ineffective and adversely affect the reputation of someone other than a member of this board. Roll call vote to seal minutes: Chairman Blomback, yes; Selectman Flynn, yes; Selectman Hooper, yes; Selectman Marko, yes. **The motion to seal the minutes passed unanimously.**

At 8:36pm Selectwoman Hooper motioned to adjourn the meeting, seconded by Selectman Flynn, and unanimously passed.

Respectfully submitted,

Hank Bernstein
Minute Taker

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: October 18, 2022

PLEASE PRINT

Name

Address

Ron Hess	221 Maple Street
Stefanie Costello	5 Old Hay
Jennifer Lopez	488 Foster Hill Rd
Chazz Freeman	Henn. 405
Kristin Maclean	209 Rush Rd
Rod Pimental	171 Ray Road
Joan O'Connor	7 Celo Lane
Sue Feltzer	59 Stonebridge
Ruth Zax	247 Hall Ave
Jim Morse	204 Maple St



David Eilenberger

286 Craney Hill Rd, Henniker, NH 03242

603-428-7246 1-800-847-2583

www.blueskyirrigation.com

Diane Kendall; Town Administrator
Board of Selectman; Town of Henniker; et all

October 18, 2022

To whom it may concern;

I have spent the last 28 years of my life working diligently & hard to achieve & maintain my reputation in the irrigation industry, which is stellar. We don't advertise, & still keep @ 10 employees busy for 60 + hour weeks all season long. What this means is that people seek us out, not the other way around. We are in demand all season, every season.

So, you can understand, to a certain degree at least, my amazement at the trepidation put forth by the Board of Selectman of my offer to give, free of any charge, a service that would help to improve the town in a very specific way. I was unceremoniously treated like a snake oil salesman rolling into town with a broken down cart, attempting to fleece anyone I came in contact with. The Town of Henniker doesn't really have anything nice, from it's Town buildings to it's sports fields, & most certainly it's grounds & parks. Given that we have the 7th highest tax rate in the State of New Hampshire, one would think we would have some nice amenities, but we don't. I was simply trying to change that, in a small way, to have one nice sports field in Henniker that I have a sentimental attachment to.

Every surrounding town that I can think of has irrigated town sports fields. I know this because I did most of the jobs. But in this case, the Selectboard was more concerned with a water bill that would represent @ .0015% of the total Town budget, not the general welfare of Town residents. I thought, for just a fleeting moment, that we could at least have a nice sports area, and I would provide the funds, labor, & products to do so. I'm not used to being treated with this level of disrespect, due to my talent, honesty, & integrity. But, somehow the Town of Henniker, & it's Selectboard, managed to do just that, disrespect me & my intentions, all in less than a 5 minute appearance at your meeting.

In particular, I would like to single out Selectman Peter Flynn, whose statements & actions at said meeting were disparaging, juvenile, & disrespectful. This left me in disbelief that a grown, elected official of even a small town, could act in such an arrogant & condescending manner. As a longtime town resident & taxpayer, I am embarrassed that this man represents the Town of Henniker in any way. As someone that watched the proceeding pointed out to me; **"It was like he thought you were going to profit from this somehow, & he just needed to figure out how."** I assure you that I would in no way profit from this, it would in fact cost me in the neighborhood of \$5000.00. I assigned the value of this at \$4500.00 to keep it below the \$5000.00 threshold on the advice of the Town Administrator, but was snidely informed by Selectman Flynn that **"all things here go to committee"**. This begs the question, why did you print the form with the \$5000.00 threshold in the 1st place, if it had no clear effect on the decision or outcome?

In closing, I am clearly not OK with how this generous offer to the Town of Henniker has unfolded, given the rude nature of my treatment, so I am hereby rescinding my offer to the Town of Henniker, effectively immediately. The Henniker Board of Selectmen has not only looked the gift horse in the mouth here, but threw it to the ground & kicked it in the teeth. Very shortsighted thinking from my perspective.

A handwritten signature in black ink, appearing to read "Dave Eilenberger", written in a cursive style.

Regards, Dave Eilenberger President

"The only Henniker on Earth."



Office of the Town Administrator

Diane Kendall

To: Board of Selectmen
From: Diane Kendall, Town Administrator
Date: November 1, 2022
Ref: **Town Administrator's Report**

This report encompasses updates, activities, projects, and meetings October 19 to October 28

Administrative and Finance:

- Implementation tasks and meetings for BS&A Payroll; new reports for BoS
- Administration for 2023 budget process
- Administration of ARPA requests
- Attended CIP meeting
- Avitar assessing agreement and LUCT record and release
- Budget meetings with Building Inspector, Human Services and Transfer Station/Parks
- Created website page for Building Code Advisory Committee

Transfer Station:

- Pumpkin recycle and Lion's club plastic for benches campaign
- Created webpage Solid Waste and Recycle Committee

Parks and Properties:

- Town Hall
 - Mini-Split installation complete
- Fire Tower tour risk assessment: tour postponed until spring.

Outreach: Collaborated with Henniker Family Dental for Spirit Week fund raiser for the Henniker Food Pantry

Broadband

- Coordination of next Meeting November 3 4:30pm

Wastewater Treatment:

- Recruitment Wastewater Treatment Superintendent – 3 applicants arranging for recruitment advisory interviews
- Army Corp easement agreement

Other: Communication Tower Project and Fire Pond Project on going

State and NHMA:

- NEC hosted Governor debate
- NHMA Town and City Magazine: <https://www.nhmunicipal.org/town-city-magazine>
- NHMA's 81st Annual Conference and Exhibition <https://www.nhmunicipal.org/nhmas-81st-annual-conference-and-exhibition>
- [Events & Training | New Hampshire Municipal Association \(nhmunicipal.org\)](https://www.nhmunicipal.org/events-and-training)

- [NHMA Important Dates Calendar](#)
- <https://mailchi.mp/nhmunicipal/news-link-update-703512>
 - [NHMA's 81st Annual Conference and Exhibition | New Hampshire Municipal Association \(nhmunicipal.org\)](#)

Certificate of Attendance

2022 Hard Road to Travel Hybrid Workshop



Thursday, October 6, 2022
9:00 am—12:30 pm

Location:	NH Municipal Association & Zoom
Course Provider:	New Hampshire Municipal Association
Course Name:	2022 Hard Road to Travel Hybrid Workshop
Setting:	Live Classroom & Zoom Platform

New Hampshire Municipal Association
25 Triangle Park Drive, Concord, NH 03301
www.nhmunicipal.org

Danielle & Jeff Martin
186 French Road
Henniker, NH 03242

Received by
TOWN OF HENNIKER

OCT 20 2022

SELECTMEN'S OFFICE

October 17, 2022

Henniker NH Town Hall
Board of Selectman
18 Depot Hill Road
Henniker, NH 03242

Subject: Road Conditions

Dear Board of Selectman,

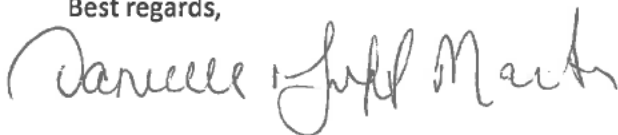
The purpose of our letter is to alert the board about the condition of our road. We have lived on French Road for twenty-one years. As you may know it is a dirt road. Over the years we have encountered some horrendous road conditions. Poor drainage, deep ruts (impassable at times), muddy slippery conditions and dry dusty summer roads. We have paved our driveway and understand that it is very unlikely that the road will ever be paved.

Over the past couple of years, we have noted a tremendous improvement in French Road. Better drainage, regular grating and more effective surface grooming. It has been fantastic! The Highway Department is right on top of maintaining this challenging road and we are very grateful for their efforts. Leo Aucoin has made the difference and it can be felt all over the town. Even Foster Hill is getting some much-needed attention, not to mention the ridiculous Dodge Hill bump that would drive the kids and bus driver nuts every day!

Jeff and I wanted to formally acknowledge Mr. Aucoin and his crew at the Highway Department for the quality job they are doing.

We thank you and our vehicles thank you!

Best regards,



Danielle & Jeff Martin

Diane Kendall

From: Leo Aucoin
Sent: Friday, October 28, 2022 1:52 PM
To: Diane Kendall
Subject: FW: Old Hillsboro Road

From: Bill Krause [REDACTED]
Sent: Friday, October 28, 2022 9:07 AM
To: Leo Aucoin <roadagent@henniker.org>
Subject: Re: Old Hillsboro Road

Thank you. We'll be walking and grocery shopping today. You have done an amazing job on our road.

On 10/27/2022 6:40 PM, Leo Aucoin wrote:

So, what do you think? Tomorrow's road closures help limit the amount of traffic we have to deal with while we work and also save the town money because we won't need flaggers that do a crummy job flagging. As always you can travers the road as you need to please do not limit your travel because of those signs you are as we call local traffic. Thanks for your patience. Leo

Town Of Henniker

Building Dept

Summary of Complaints and Actions

October 2022

177 Tanglewood- House lot has been listed on the market for sale, realtor is aware that site must be cleaned up within 30 days of closing and will note on stipulations **STATUS-ONGOING**

2307 Weare- Follow up from neighbor of apparent ongoing issue with junkyard and illegal apartments. Working with Town Administrator, Counsel and Police to continue pursuit **STATUS-ONGOING- JEFF BUXTON is looking for update of where this stands**

Hemlock Corner Loop- Received call from Conservation Commission regarding shed in Wetlands. This was investigated in May and found no issue from Town By Law perspective. Abutter had requested filing a formal complaint with DES. After discussion with Owner, they will remove shed by Dec 1,2022- **STATUS-ONGOING**