



TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN AGENDA

**Tuesday, September 21, 2021
5:30 PM**

5:30 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

IV. CONSENT AGENDA

Item 1: Consent Agenda for August 25, 2021

Item 2: Consent Agenda for August 30, 2021

Item 3: Consent Agenda for September 14, 2021

V. CORRESPONDENCE

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

VII. PUBLIC HEARING at 6:15

Item 4: Discretionary Preservation Easement 98 Huntington Road Lots 639-B, 639-A & 639-BX

VIII. NEW BUSINESS

Item 5: Downtown Parking

Item 6: Henniker Compensation/Classification Survey

Item 7: 2021/2022 Calendars

Item 8: Federal “American Rescue Plan” Act Funding for Henniker

Item 9: Renewal of Discretionary Preservation Easement Contract

IX. OLD BUSINESS

X. PAST MEETING MINUTES

Item 10: Acceptance of Board of Selectmen Minutes June 1, 2021

Item 11: Acceptance of Board of Selectmen Minutes August 17, 2021

XI. COMMUNICATIONS

Item 12: Department Reports

Item 13: Town Administrator’s Report

Item 14: 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**
Item 15: Non-public Session 91-A:3 II a, c, d e, or e Personnel/Reputation/Legal/Land

- XIV. ADJOURNMENT**

- XV. UPCOMING DATES**
October 5, 2021, 6:15 p.m. – Board of Selectmen Meeting
October 13, 2021, 7:00 p.m. – Planning Board Meeting

Visitor Orientation to the Town Selectman's Meeting

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




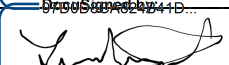
TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA

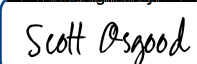
Monday, August 25, 2021

Consent Agenda

- Item 1:** Hiring of a temporary part-time Building Inspector – Tedd Evans
- Item 2:** Tuition Reimbursement – Michelle Dandeneau

Board of Selectmen Approval:

DocuSigned by:

 DocuSigned by:
 Peter Flynn
 DocuSigned by:

 DocuSigned by:
 7DA1B518DED246B...

DocuSigned by:

 DocuSigned by:
 8F6139A5220D4DA...

*Please note that the Consent Agenda is subject to change until 4:30 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




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


To: Henniker Select Board
From: Joseph Devine, Town Administrator *JRD*
Date: August 25, 2021
Ref: **Temporary Part-Time Building Inspector**

Consent Agenda

Details: I am looking to hire a temporary part-time Building Inspector. I would recommend hiring Tedd Evans of Concord, NH, for the position. Tedd is an experienced inspector who retired as the Chief Building Inspector in Concord. He also previously worked for the town of Bow and the City of Nashua.

Motion: The Henniker Select Board approves the hiring of Tedd Evans as a temporary part-time Building Inspector for approximately 8 hours a week. His rate of pay will be \$50.00 an hour.

DocuSigned by:

4CAGF2FF0F1C47C...
Kris Blomback, Chairman


DocuSigned by:

1FFB5A83B1FB450...
Tia Hooper, Vice Chair

DocuSigned by:

97DD8CA824B41D...
Peter R. Flynn, Selectman

DocuSigned by:

6F6139A3220D4DA...
D. Scott Osgood, Selectmen

DocuSigned by:

7DA1B5180ED246B...
Leon Parker, Selectmen

Tedd P. Evans, MCP



Education

B.A. Washington and Jefferson College, Washington, PA.

Licenses/Certifications

- Master Code Professional -- International Code Council (ICC)
- Certified Building Official - ICC
- Certified Building Plans Examiner -- ICC
- Certified Commercial Combination Inspector -- ICC
- Certified Residential Plans Examiner -- ICC
- Certified Residential Combination Inspector -- ICC
- Certified Residential Energy Inspector/Plans Examiner -- ICC
- Certified Plumbing Plans Examiner -- ICC
- Certified Plumbing Code Official -- ICC
- Certified Mechanical Plans Examiner -- ICC
- Certified Mechanical Code Official -- ICC
- Certified Fuel Gas Inspector - ICC
- Certified Accessibility Inspector/Plans Examiner -- ICC
- Master Plumber License, State of New Hampshire
- Gasfitters License, State of New Hampshire

Work Experience

2019 – Present – **Building Inspection Services, LLC**, Established a third party inspection service to assist building owners, building code officials and contractors with project inspections.

2008 – 2017 – **Chief Building Inspector**, City of Concord, NH pop 40,000. Responsibilities include plan review, issuance of permits, inspections and issuance of certificates of occupancy. Deputy to the Code Administrator and fills those responsibilities when Code Administrator is absent. Supervise 2 construction inspectors, 2 housing inspectors and 2 clerical staff. Participate in technical review meetings with community development, planning and engineering staff to evaluate proposed projects by development community. Work closely with zoning administrator for project compliance with zoning ordinance. Work closely with Fire Department/Fire Prevention Officer on issuance of building permits, performing building inspections and issuance of certificates of occupancy. Retired.

2005 – 2008 – **Building Inspector/Code Enforcement Officer**, Town of Bow, NH pop 8000. Responsibilities included all plan review, issuance of permits, inspection and

issuance of certificates of occupancy. Management of all building department and code enforcement functions. Administration and enforcement of all zoning ordinances and applicable state land use statutes. Providing building owners, builders, contractors, architects, engineers and public with pertinent information relating to state building code and local ordinance. Act as staff liaison to Town of Bow Zoning Board of Adjustment. Manage maintenance/repair of 5 government buildings.

2003 – 2005 - **Supervisor of Inspections**, Building Safety Department, City of Nashua, NH pop 90,000. Responsibilities included supervision of 5 person building and construction inspection staff, oversight of inspection data entry, coordination with other city departments, implementation of state-of-the-art Windows based data management system, responding to building owners, architects, engineers, contractors and elected officials. Worked closely with Code Enforcement Prosecutor in compliance procedures.

1989 – 2003 - **Plumbing Inspector**, Building Safety Department, City of Nashua, NH. Responsibilities included inspections of all plumbing work within the City for compliance with the adopted plumbing code, all phases of administration of the Nashua Plumbing Code, plan review, permit issuance and code enforcement. Worked directly with architects, engineers, contractors, business owners, and the general public. Completed an average of 2000 plumbing, mechanical and building inspections per year.

1978 – 1989 - **Owner/President** of plumbing and heating contracting firm performing installations in residential, multi-family, commercial and institutional projects. Various responsibilities of managing a contracting concern including marketing, estimating, scheduling, personnel management, financial accounting, job costing, and full range of administrative tasks. Sales posted in 1987 and 1988 were \$2.2M and \$2.4 respectively. Supervision of as many as 45 employees and additional sub-contractors.

Extensive experience with design/installation of plumbing and HVAC systems, estimating, contract administration and project documentation. Extensive computer experience.

1977- 1978 - **Plumbing Foreman**, E. Amanti and Sons, Mechanical Contractors, Salem, MA. Installations of plumbing and piping systems for a renovation project at the New Hampshire State Hospital.

1972 – 1977 - **Project Supervisor**, North Branch Builders, Henniker, NH. Responsibilities included estimating, project management, scheduling, co-ordination of sub-contractors, job costing, crew management. Experience included work in all phases of construction, site work, concrete work, wood framing, interior finishes and punch outs.

1970 – 1972 - **Sales Director**, Colorline International, Inc., New York, NY. Responsibilities included sales, job scheduling, project co-ordination, quality control and office management. Managed Milan, Italy office for one year, included language abilities and being able to convey complex instructions to Italian manufacturing firm representatives. Became semi-fluent in Italian language.

Teaching Experience

1992 – Present - **Plumbing Education Services** - New Hampshire Mechanical Licensing Board Certified Presenter of Seminars for Plumbing and Gasfitter License

renewal. Given to New Hampshire licensed plumbers and gasfitters regarding New Hampshire State Plumbing Code and State Fuel Gas Code, Statutes and Rules/Regulations.

1990 – 1992 - **Instructor**, Manchester School of Technology, Manchester, NH.
Instructed year IV apprentice students on plumbing code and licensing exam preparation.

1991 - **Assistant Professor**, New Hampshire Vocational/Technical College, Nashua, NH. Instructed an introductory year I plumbing apprentice class.

Professional Associations

1989 - Present - **Member** New Hampshire Building Officials Association
2006 - 2015 - **Member** Board of Directors, New Hampshire Building Officials Assn
1989 - Present - **Member** International Code Council – ICC

Community Service

2014 to pres - **Member** State of New Hampshire State Building Code Review Board
(representing NH Mechanical Licensing Board)
2001 – 2010 - **Member** NH Board for the Licensing and Regulation of Plumbers
2007 – 2010 - **Chair** NH Board for the Licensing and Regulation of Plumbers
2002 – 2008 - **Member** State of New Hampshire State Building Code Review Board
(representing NH Plg Licensing Board)
2003 – 2008 - **Alternate Member** Concord, NH Zoning Board of Adjustment
2021-Present – **Alternate Member** Concord, NH Zoning Board of Adjustment
1993 – 1999 - **Member** State of New Hampshire Plumbing Code Review Committee



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

To: Henniker Select Board
From: Joseph Devine, Town Administrator
Date: August 25, 2021
Ref: Tuition Reimbursement

Consent Agenda

Details: Section 9 of the Henniker Personnel policies is tuition reimbursement. The policy states full-time employees who have been employed for one year are eligible. Employees are eligible for \$1,500 for reimbursement each year Michelle Dandeneau of the Henniker Police Department is seeking reimbursement for 1 class totaling \$960.

Motion: The Henniker Select Board approves the tuition reimbursement for Michelle Dandeneau for \$960.

DocuSigned by:

4CACF2FF0F1C47C...
Kris Blomback, Chairman

Tia Hooper, Vice Chair

DocuSigned by:

97D0D8CA624B41D...
Peter R. Flynn, Selectman

DocuSigned by:

6F6139A5220D4DA...
D. Scott Osgood, Selectmen

DocuSigned by:

7DA1B518DEED246B...
Leon Parker, Selectmen



Town of Henniker, New Hampshire

18 Depot Hill Road • Henniker, NH 03242-7368
(603) 428-3221 Fax (603) 428-4366

Tuition Reimbursement Pre-Approval

1. Applicant's Name: Michelle Dandeneau
2. Department: Henniker Police Department
3. The course(s) is(are) related to the employee's job or as part of a career development program: Yes x No
4. Number of Courses for this employee already approved for the current fiscal year is: 1 (attach copies of prior approvals)
5. Course(s) for which reimbursement is now being requested:
 - a. Name of Course Capstone in Criminal Justice; Cost: \$965.00; and dates of Course: from May 5, 2021 to June 29, 2021
 - b. Name of Course _____; Cost: _____; and dates of Course: from _____ to _____
 - c. Name of Course _____; Cost: _____; and dates of Course: from _____ to _____
6. Reimbursement for only the cost of the course will be as follows: 100% for an A grade; 90% for a B grade; 70% for a C grade.
7. Upon course completion, proof of course completion and grade attainment must be submitted for reimbursement.
8. Department head signature: [Signature]
9. Date of Department head's approval: 8-18-21
10. Town Administrator's signature: [Signature]
11. Date of Town Administrator's approval: 8-19-21
12. Board of Selectmen signature:

DocuSigned by: [Signature]
4CACE2FF0F1C47C...

Kris Blomback

DocuSigned by: [Signature]
7DA1B318DED246B...

Leon Parker

DocuSigned by: **Tia Hooper**

[Signature]
6F6439A52204DA...

Scott Osgood

DocuSigned by:

[Signature]

97D0D8CA824B41D...
Peter Flynn



Southern New Hampshire University
Location: MAN Manchester, NH

603-668-2211

Receipt: 002612172

Received From: Michelle Dandeneau

Date of Receipt
06/17/21

Payment For Michelle Dandeneau 21EW5 960.00

VISA/Mastercard 0255 960.00

Total: -----
960.00

Please note this is not an official grade report or transcript. If you print this form, please choose to escape mail. Cumulative credits and GPA information is available from the Academic Summary option.

Term

2021 Term 5 May-Jun UG

Total Earned Credits

12.00

Total Grade Points

4.000

Term GPA

3.00

Course/Section and Title

CJ-480 T5284 Capstone in Criminal Justice

Grade

A

Credits

3.00



TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA

Monday, August 30, 2021

Consent Agenda

- Item 1:** Henniker Home Grown Event
- Item 2:** Town Hall Office Hours
- Item 3:** Liberty Hill Culvert

Board of Selectmen Approval:

_____	_____
_____	_____

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

Telephone
603-428-3221

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

FAX
603-428-4366

“The only Henniker on Earth”



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

To: Henniker Select Board
From: Joseph Devine, Town Administrator
Date: August 30, 2021
Ref: **Henniker Home Grown Event**

Consent Agenda

Details: Monica Rico from the Henniker Farmers Market is looking to host another Henniker Home Grown Event. If you remember this same event was held in May to kick off the Farmers Market Season and was very successful. Monica would like to host the event again on October 2, 2021 the Farmers Market Season comes to a close.

Motion: Authorize the Town Administrator to sign all necessary paperwork to approve the event.

DocuSigned by:

4CACF2FF0F1C47C...

Kris Blomback, Chairman

Tia Hooper, Vice Chair

DocuSigned by:

97D0D8CA824B41D...

Peter R. Flynn, Selectman

DocuSigned by:

5F6139A5220D4DA...

D. Scott Osgood, Selectmen

DocuSigned by:

7DA1B618DFD246B...

Leon Parker, Selectmen

"The only Henniker on Earth"



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

To: Henniker Select Board
From: Joseph Devine, Town Administrator
Date: August 30, 2021
Ref: **Town Hall Office Hours**

Consent Agenda

Details: The Town Hall modified hours during the summer. The idea was to see if patrons would utilize extra hours in the evening. On average we only had an extra 4 people a week in the building. We understand the need to offer extended hours for residents who can't make it during normal business hours. We are proposing new hours to Town Hall in order to service residents. The proposed hours are:

- Monday: 8:00 AM – 4:00 PM
- Tuesday: 8:00 AM – 6:30 PM
- Wednesday: 8:00 AM – 4:00 PM
- Thursday: 8:00 AM – 4:00 PM
- Friday: 8:00 AM – 4:00 PM

Motion: Authorize the Town Administrator modify the hours as presented.

DocuSigned by:

4CACF2FF0F1C47C...
Kris Blomback, Chairman

Tia Hooper, Vice Chair

DocuSigned by:

97D0D8CA824B41D...
Peter R. Flynn, Selectman

DocuSigned by:

6F6139A5220D4DA...
D. Scott Osgood, Selectmen

DocuSigned by:

7DA1B518DED240B...
Leon Parker, Selectmen

“The only Henniker on Earth”



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

To: Henniker Select Board
From: Joseph Devine, Town Administrator
Date: August 30, 2021
Ref: Highway Department – Liberty Hill Culvert

Consent Agenda

Details: The Highway Department is looking to hire KV Partners to perform engineering services for Design and Permitting for a replacement of a culvert on Liberty Hill Road.

Motion: That the Henniker Select Board approves the Town Administrator to sign an agreement with KV Partners for the sum of \$8,500.

DocuSigned by:

4CAGF2FF0F4G47C...
Kris Blomback, Chairman

Tia Hooper, Vice Chair

DocuSigned by:

97B008CA824B41E1
Peter R. Flynn, Selectman

DocuSigned by:

6FB139A5220D4DA...
D. Scott Osgood, Selectmen

DocuSigned by:

7DA1B518DED2405...
Leon Parker, Selectmen

KVPartners LLC

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

(603) 413-6650

July 19, 2021

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

Re: Liberty Hill Road Culvert – Engineering Services for Design and Permitting

Dear Mr. Acoin:

KVPartners is pleased to submit this Task Order to provide professional engineering services for this project under our current Professional Services Agreement with the Town of Henniker. All terms and conditions specified in the Agreement apply to this Task Order. It is understood that the Town desires to replace the deteriorated 48" CMP culvert with a new culvert that complies with the NHDES Stream Crossing Rules. The culvert is under Liberty Hill Road located between Western Avenue and Davison Road. Watershed area contributing to this culvert is about 1,200 acres, so the stream crossing would be classified as a Tier 3 crossing.

1. SCOPE OF SERVICES

Task 1 - Field Survey and Base Plans

The purpose of this task is to complete an existing conditions survey and prepare base plans to complete the design and permit documents at specific locations only. Specific tasks include:

- Obtain topographic information the roadway and stream to provides the required base mapping for design. Total length of survey along the roadway is about 100 feet and upstream and downstream about 50'
- Obtain location, size and elevations (including invert elevations) of existing drainage within the project limits.
- Obtain location of existing above grade topography (major trees, plantings, fences, stone walls, utility poles, driveways, edges of pavement, etc.) within the project limits.
- Locate and classify wetlands within the project area and locate flagging by survey.
- Approximately locate the Town's right-of-way along existing roadway alignment.
- Establish benchmarks and construction control.
- Prepare base plans of the project site based on data and information obtained (scale 1" =10').

Task 2 – Preliminary Design

The purpose of this task is to prepare preliminary designs for Town approval. The following tasks will be completed for each phase:

- ***Site Visits***
This task includes time to visit the project area on an as-needed basis during the design process.

Mr. Acoin
July 19, 2021
Page 2 of 4

- ***Culvert Hydrologic/Hydraulic Computations and Drainage Design***

Hydrologic and hydraulic calculations will include overall watersheds and sub-watershed areas will be refined by using available mapping, plan records and field verification of surface features. Soils mapping will be used to determine soil types and hydrologic soils groups. Land use will be determined from the record mapping and will be refined through field investigations.

Hydrologic computations for overall watershed and sub-watersheds peak flow rates and runoff volumes will be computed using the USDA Soil Conservation Service, Technical Release 20 (SCS TR-20) based on the information described above for the 10, 50 and 100-year design storm events. Pipe hydraulics will be computed for the existing and proposed conditions to determine pipe sizes and to ensure that all features will pass the 50-year storm. Hydrologic and hydraulic computations will be completed using the HydroCad software package version 10.00.

Prepare a brief drainage report to support the design and for the wetland's application.

- ***Plan Development***

Plans will be developed to an adequate level of detail to allow the Town to review the proposed work. Design of these improvements will include the new cross culvert design (pipe or box culvert as needed), stone aprons, headwalls, and other details are required to fully define the project for review by the Town. Specific dewatering plans will be developed as required by NHDES.

- ***Coordination Meetings***

During this phase of work, the project team will meet with Town officials as needed to develop project goals, design objectives and to refine concepts for final design.

- ***Cost Estimate***

An estimate of probable construction costs will be developed for consideration. Costs will be derived from recent bidding experience and standard unit prices.

Task 3 - Final Design

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

- ***Final Design Plans***

- Cover Sheet
- General Notes and Legend
- Construction Plans (1 sheets)
- Construction Details (2 sheets)

- ***Permits***

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

- Prepare and submit a Standard Dredge and Fill Wetlands Application (Minor Impact) including a narrative, photos, Stream Crossing forms, required research, etc. and required plans for a Tier 3 stream crossing.

Mr. Acoin
 July 19, 2021
 Page 3 of 4

- Respond to comments/questions from DES representatives and revise the design accordingly.
- **Cost Estimate**
 Prepare an estimate of probable construction costs for the project using unit quantities developed for the general bid as the basis of the estimate.
- **Coordination Meetings**
 Meet with Town staff to discuss project progress and identify specific requirements for incorporation into the final plans.

Information and services to be provided by the town and assumptions

The Town will furnish to and assist KVPartners in obtaining third party information and data as is available and pertinent to the scope of services as provided under this Agreement and shall provide such services as indicated below. In general, this will consist of the following:

- Provide access to available records, information and data necessary to perform the services as described herein.
- Arrange for access to and make provisions for KVPartners to enter public and private properties, as required, to perform the services as described herein.
- Culvert will be larger diameter/size than the existing pipes and will be circular pipe embedded into the streambed or a concrete box culvert (structural design of the box culvert/headwalls to be by the culvert fabricator).
- The Town will either construct these improvements or secure prices from suitable contractors so bid documents and detailed specifications are not included in this agreement.
- Construction services are not included in this agreement.

2. SCHEDULE

Survey, design and permit filings will be completed within 10 weeks of authorization to proceed.

3. FEE AND PAYMENT

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

Task	Fee Amount
Task 1 – Survey and Base Plans	\$2,500
Task 2 – Preliminary Design	\$2,500
Task 3 – Final Design and Permitting	\$3,500
Total Professional Services:	\$8,500

Mr. Acoin
July 19, 2021
Page 4 of 4

4. ACCEPTANCE

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

If you have any question or need any additional information, please feel free to contact me at 603-413-6650 or on my cell phone at 603-731-1562. Thanks!

Sincerely,

KVPartners LLC



Michael S. Vignale, P.E.
Principal Engineer

Town of Henniker, New Hampshire

Date




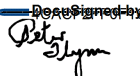
TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN
CONSENT AGENDA


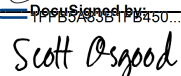
Tuesday, September 14, 2021

Consent Agenda

Item 1: Music on Main Street Parking

Board of Selectmen Approval:

DocuSigned by:

DocuSigned by:

97D0D8CA824B41D...

DocuSigned by:

DocuSigned by:

8F6139A5220D4DA...

*Please note that the Consent Agenda is subject to change until 4:30 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

“The only Henniker on Earth”



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

To: Henniker Select Board
From: Joseph Devine, Town Administrator
Date: September 14, 2021
Ref: **Music on Main Street Parking**

Consent Agenda

Details: Music on Main Street is seeking a road closure on Saturday September 18, 2021. As a result, we are requesting to post NO PARKING on Main Street beginning September 18th at 6:00AM until the event is over. Any vehicles left on Main Street after 6:00AM will be subsequently towed by the Henniker Police. Pursuant to RSA 47:17 the Board has the authority to ban all on-street parking with advance notice for a special event. The postings will be going up on Wednesday 8/15 warning residents of the downtown.

Motion: Authorize the road closure of Main Street and towing of any vehicles left on Main Street after 6:00AM on September 18, 2021.

DocuSigned by:

4CACE2FF0F1C47C...
Kris Blomback, Chairman

DocuSigned by:

1FFB5A83B1FB450...
Tia Hooper, Vice Chair

DocuSigned by:

97D0D8CA824B41D...
Peter R. Flynn, Selectman

DocuSigned by:

6F6139A5220D4DA...
D. Scott Osgood, Selectmen

Leon Parker, Selectmen



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: 9/14/2021
TITLE: Downtown Parking
INITIATED BY: Joseph Devine, Town Administrator
PREPARED BY: Joseph Devine, Town Administrator
PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

The Highway Superintendent has asked for the Board to review the overnight parking policy on Main Street. The current ordinance [Chapter 120 Article III](#) allows 2-hour parking Monday – Friday between 8:00 a.m. and 5:00 p.m. There are two concerns the Superintendent has raised. First, allowing parking after 5 p.m. gives tenants in dorms or apartments the ability to take spots away from patrons of shops and restaurants, even though they can park in the Riverfront Parking lot. Second, during the overnight, these vehicles could make it difficult for fire and rescue services to access the buildings in an emergency.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment: I would recommend the Board refer this issue to the Highway Safety Committee.

Suggested Action/Recommendation:

Motion: We move to have the Highway Safety Committee review the time limits for parking downtown.

Chapter 120

VEHICLES AND TRAFFIC

[HISTORY: Adopted by the Town of Henniker as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Driveways -- See Ch. 41.

Signs in Proctor Square -- See Ch. 92, Art. I.

People-powered vehicles -- See Ch. 124.

Riverfront parking areas -- See Ch. 77, Art. I.

Snow on roads -- See Ch. 97, Art. I, and Ch. 106, Art. II.

ARTICLE I

One-Way Streets

[Adopted 9-26-1978; amended 11-28-1989; 5-21-1991; 5-15-2018]

~120-1. One-way streets enumerated.

Vehicular traffic shall move only in the indicated direction on those streets and parts of streets described below, when signs indicating the direction of traffic are erected by the town and maintained at any intersection where movement in the opposite direction is prohibited and shall conform to all other regulations as set forth below when signs are erected and maintained indicating said regulations:

Name of Street	Direction of Travel	Location
Crescent Street	East	From Rush Road to Main Street
Cressey Street	South	From Pearl Street to Bridge Street (Route 114)
Circle Street	West	From Bridge Street (S/Route 114) to Depot Hill Road
Depot Hill Road	South	From the intersection of Circle Street Street, Bridge Street (Route 114) and Depot Hill Road to the intersection of Circle Street and Depot Hill Road
Pearl Street	East	From Bridge Street (Route 114) to Cressey Street
17 Bridge Street	Out	At the south side of the 8 Main Street

~120-2. Statutory authority.

This article is authorized under powers granted to the Selectmen in RSA 41:11.

~120-3. Violations and penalties.

Violation of this article will result in a fine of not less than \$20 and not to exceed \$100.

ARTICLE II

Town Speed Limits

[Adopted 5-20-1997; amended 5-15-2018]

~120-4. Speed limits established.

- A. The speed limit for all gravel roads within the Town of Henniker is 25mph. [added 5-15-18]
- B. After careful consideration of the roadways within the Town of Henniker, the Board of Selectmen deems that the prima facie speed permitted on the following roads is reasonable and safe under the conditions found to exist upon such ways, and the Board of Selectmen have determined and declare a reasonable and safe prima facie speed limit thereon, as follows:

Name of Street	Speed limit (mph)	Location
Checkerberry Lane	25	Entire Length
Crescent Street	25	Entire Length
Cressey Street	25	Entire Length
Deer Run	25	Entire Length
Diamond Drive	25	Entire Length
Evergreen Circle	25	Entire Length
Fairview Ave	25	Entire Length
Goss Drive	25	Entire Length
Hall Avenue	25	Entire Length
Highland Drive	25	Entire Length
Hillside Drive	25	Entire Length
Juniper Ridge	25	Entire Length
Longview Drive	25	Entire Length
Morse Circle	25	Entire Length
Old Mill Pond Road	25	Entire Length

Pine Hill Road	25	Entire Length
Plummer Hill Road	25	Entire Length
Prospect Street	25	Entire Length
Ramsdell Road	25	Entire Length
Shore Drive	25	Entire Length
Snowshoe Road	25	Entire Length
Stonehenge Drive	25	Entire Length
Tanglewood Drive	25	Entire Length
The Oaks	25	Entire Length
Union Street	25	Entire Length
Village Green	25	Entire Length
Water Street	25	Entire Length
[Residential roads 25mph added 5-15-2018]		
Old Concord Road	30	East from intersection of Ramsdell Road and Main Street
[Added 12-2-1997]		
Old Concord Road	35	From a point 100 feet beyond the easternmost property line of the town recreational field east to the entrance to the hop spur (entrance to Rte 202/9)
[Added 12-2-1997]		
[Amended 5-15-2007]		
Old Concord Road	30	From a point 100 feet prior to the easternmost property line of the town recreational field west to the intersection of Ramsdell Road and Main Street
[Added 12-2-1997]		
Old Concord Road	35	From the hop spur (entrance to Rte 202/9) west on Old Concord Road
[Added 12-2-1997]		
Rush Road	30	From Main Street to the 202/9 overpass.
[Added 5-15-2018]		

~120-5. Modification of speed limits.

Notwithstanding, the Board of Selectmen shall modify the speed limits on town roads authorized herein so that said speed limits shall not be greater or lesser than the temporary prima facie speed limits established for the state highway system.

~120-6. Statutory authority.

This article is authorized under the powers granted to the Board of Selectmen under RSA 41:11 (amended).

ARTICLE III
Motor Vehicle Parking

[Adopted 9-26-1978; Amended 11-3-1987, 11-28-1989
 Amended 1-27-1998, 8-4-1998, 9-6-2011, 11-03-2015, 9- 19-2017; 5-15-2018]

~120-7. Parallel parking.

No person shall stand or park a vehicle in a roadway other than in a place where said parking or standing is permitted and other than parallel with the edge of the roadway headed in the direction of the traffic flow except upon those streets which have been so designated; in which case, vehicles shall be parked in the manner prescribed.

~120-8. Angle parking.

Vehicles parking on the south side of Main Street from the intersection of Route 114 to the east side of the handicapped parking space located near Daniel's Restaurant shall be at sixty-degree angles from the flow of traffic.

~120-9. Time limit parking.

When signs have been properly erected by the Town of Henniker, which give notice thereof, no person shall park a vehicle Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., on the following streets and roadways for longer than indicated:

Name of Street	Side	Time Limit	Location
Bridge Street	East	1 hr.	From Proctor Bridge north to the intersection of Route 114 and Main Street
Bridge Street	West	1 hr.	From Proctor Bridge north to the parking lot entrance of 15 Western Avenue
Library Parking	West	2 hrs.	Behind the Tucker Free Library Lot (7 spaces)
Main Street	North	2 hrs.	In front of the New England College Administration Building
Main Street	South	2 hrs.	Entire length
Western Avenue	South	1 hr.	In front of the Tucker Free Library from the entrance to the Grange west to the easterly most parking lot entrance leading to the front of the Henniker Community School, during posted library hours.

~120-10. Name of Street and Municipal Parking Lot(s)

- A. Community Center parking lot – Crescent Street behind the Community Center
 - 1. Time limit – Parking from 7:00 a.m. until 12:00 midnight. (Two designated spaces for 20 Crescent Street reserved 24 hours daily for residents)
- B. Town municipal parking area behind the Grange Building and Library on Western Avenue

~120-11. Parking Restrictions.

- A. The following shall apply to parking in the Town of Henniker:
 - 1. No commercial delivery vehicles shall park on the westerly side of Bridge Street (Route 114) from the intersection of Western Avenue to the Proctor Bridge.
 - 2. There shall be no parking except by permit in two parking spaces designated "Library Staff Only" which are located on the westerly side of the parking lot behind the Tucker Free Library, adjacent to the Henniker Community School building.
 - 3. There shall be no parking except as permitted by state law in any parking space located on any public street or in any public parking lot which is designated for handicapped parking only.
 - 4. There shall be no parking at any time on the property of the Community Park, except designated handicapped spaces.
 - a. Parking space in front of the Teen Center entrance at the Community Center and Community Park.
 - b. Parking space at the rear entrance to the upper level of the Community Center
 - 5. On any public sidewalk.
 - 6. From the intersection of Circle Street and Route 114 Southerly, the West side of Depot Hill Road, shall be designated parking for town hall patrons and during Town approved events. [Added 9-19-2006] [Amended 9-9-2017]
 - 7. There shall be no parking on Circle Street, entire length from Bridge Street (Route 114) to Bridge Street (114) except during Town approved events. Parking during approved events is limited to the interior Ballfield side of Circle St. [Added 11-3-2015][Amended 9-19-2017]
 - 8. Pursuant to RSA 47:17, VII, VIII and XVIII, the Board of Selectmen may ban all on-street parking on any street with advance notice for special events and may require all vehicles in violation of this ordinance be towed. All towing fees will be the responsibility of the owner of said vehicle in violation. (Adopted 9-6-2011. Effective this date.)
- B. There shall be no parking allowed at anytime on the following streets and roadways:

Name of Street	Side	Location
Bridge Street	Both	From the north end of the Proctor Bridge to Ramsdell Road
Crescent Street	Both	Entire length
Depot Hill Road	Both	From Circle Street to Gulf Road
Fairview Avenue	Both	Entire length
Gould Street	Both	Entire length
Hall Avenue	Both	Entire length
Main Street	North	From the driveway entrance to the college administration building to the easterly most entrance to the State Shed Road
Maple Street	Both	From Western Avenue to Davison Road
Newton Road	Both	No parking first 80 feet from the pavement edge of Western Avenue
Old Concord Road	Both	From the State Shed Road the entire length of the 30mph speed zone to a point just east of the soccer fields where the speed limit increases to 35mph
Park Street	Both	Entire length
Pearl Street	Both	Entire length
Post Office Place	Both	Entire length
Prospect Street	Both	Entire length
Ramsdell Road	East	From Main Street to the entrance of the highway sheds
Rush Road	South	From Main Street to the Route 202 and 9 overpass
Water Street	Both	Entire length
Western Avenue	North	From Main Street to The Oaks

Western Avenue	South	From the easterly most parking lot entrance to the front of the Henniker Community School to the first river parking area located just west of the police station
Union Street	Both	Entire length

~120-12. Winter overnight parking ban.

- A. No person shall park or leave standing any motor vehicle on any public street or highway from November 1 to April 15 of each year, between the hours 11:00 p.m. and 7:00 a.m.

- B. Nothing in this article shall prohibit legal parking at public dances, athletic events or any other public function where such activities continue past 11:00 p.m., provided that such vehicles are moved within a reasonable time after such activities cease.

~120-13. Violations and penalties. (Amended 11-3-1987; 12-15-1987; 11-26-1989; 4-3-1990; 5-21-1991; 9-10-1991; 10-1-1991; 5-19-2015)

- A. Any persons violating the Town of Henniker parking regulations (see handicapped parking violation below), as defined within this article, upon the receipt of a parking ticket citation citing said violation as issued by authorized police officials or their duly appointed representatives may waive their right to appear in the court upon payment of a twenty (\$20) dollar fine. If the parking ticket is not paid within seven days, inclusive of the date of issue, the fine shall be \$30. If not paid within 14 calendar days, inclusive of the date of issue, then the fine shall be \$50. Any person who receives three parking violations within one calendar year may be fined \$30 for each subsequent violation. All fines shall be paid to the Town of Henniker.
- B. Any persons violating the Town of Henniker handicapped parking regulations, as defined within this article, upon the receipt of a parking ticket citation citing said violation as issued by authorized police officials or their duly appointed representatives may waive their right to appear in the court upon payment of a two hundred and fifty (\$250)-dollar fine. If the handicapped parking ticket is not paid within seven days, inclusive of the date of issue, then the fine shall be \$270. If not paid within 14 calendar days, inclusive of the date of issue, the fine shall be \$290.
- C. Any vehicle parked in violation of this article may be ordered towed by the Police Department at the expense of the owner or custodian of the vehicle.
- D. Any persons violating the provisions of this article who have not paid the fine(s) for which they are liable may be summoned to appear in court and, if found guilty, shall be fined not more than \$100 for each offense except for handicapped parking violations.

ARTICLE IV

Parking of Commercial Vehicles

[Adopted 9-26-1978; Amended 11-28-1989; 5-15-2018]

~120-14. Commercial Vehicles

All commercial vehicles are prohibited from stopping, standing or parking on the Westerly side of Bridge Street from Western Avenue to the driveway on the South side of 15 Western Avenue.

~120-15. Violation

Violation of this ordinance will result in a fine of not less than twenty dollars (\$20.00) and not to exceed one hundred dollars (\$100.00).

~120-16. Statutory authority.

This article is authorized under the powers granted to the Selectmen in RSA 41:11.

ARTICLE V

Operation of Off Highway Road Vehicles

[Adopted 3-4-2014; *Sunsets on November 5, 2014 – See 120-20.C* Amended 5-19-15 Sunsets November 4, 2015
Amended 4-19-2016 Sunsets 11-2-2016, Amended 3-7-2017, Amended 11-7-2017]

~120-17. Purpose

The Town of Henniker, NH is a community that supports and welcomes four season outdoor recreation. The community realizes that there are wheeled Off Highway Recreational Vehicle, herein after, OHRV, trails on the north and south side of town being divided by the Contoocook River and U.S. Army Corps of Engineers land and whereas there are only 3 river crossings available, one of these is necessary to connect these trail sections. Along with this connector trail, the town offers access to downtown Main Street businesses. This ordinance is intended to identify lawful operation, permitted access, and approved travel routes in our community in order to connect these trail sections.

~120-18. Authority

NH RSA 41:11 Regulation of Use of Highways. Etc.
NH RSA 215-A:15 Regulations of Political Subdivisions
NH RSA 31:39-d Local Ordinance Citations; Pleas by Mail

~120-19. Definitions

- A. "Off highway recreational vehicle or OHRV" means any mechanically propelled vehicle used for pleasure or recreational purposes running on rubber tires, tracks, or cushion of air and dependent on the ground or surface for travel, or other unimproved terrain whether covered by ice or snow or not, where the operator sits in or on the vehicle. All legally registered motorized vehicles when used for off highway recreational purposes shall fall within the meaning of this definition; provided that, when said motor vehicle is being used for transportation purposes only, it shall be deemed that said motor vehicle is not being used for recreational purposes. For purposes of this chapter "off highway recreational vehicle" shall be abbreviated as OHRV. OHRVs shall not include snowmobiles as defined in RSA 215-C.
- B. "Utility Terrain Vehicle (UTV)" means a vehicle, including an off highway recreational vehicle, with 4 or 6 wheels, an internal combustion engine or electric motor, or both, but excluding a tractor, equipped in accordance with the provisions of RSA 261:41-a, III, that is capable of carrying not more than six (6) occupants and has a load capacity of 1,500 pounds or less. Utility vehicles shall be equipped with headlamps, stop lamps, turn signal lamps, tail lamps, reflex reflectors, a parking brake, a rearview mirror, a windshield with wiper, brakes, seat belts, a vehicle identification number and such other equipment as is required by federal regulations.

- C. “Street” means the entire width between boundary lines of every way or place, of whatever nature, used by the members of the public for the operation of vehicular traffic.
- D. “Trail Bike” means any motor-driven wheeled vehicle on which there is a saddle or seat for the operator and/or passenger designed to travel off maintained roads.
- E. “All Terrain Vehicle (ATV)” means any motor-driven vehicle which is designed or adapted for travel over surfaces other than maintained roads with one or more non-highway tires, having capacity for passengers or other payloads, not to exceed unladen dry weigh of 1,000 pounds, and not to exceed 50 inches in width. For the purposes of this chapter the definition of an ATV specifically excludes non-plated trail bikes.

~120-20. Permitted Travel Routes

- A. ATVs are permitted to operate on following town streets and roads:
 1. The entire length of Ramsdell Road.
 2. Flanders Road from Craney Pond Road to the northern intersection with NH Route 114 across from the intersection of Ramsdell Road and NH Route 114.
 3. Main Street from the intersection of Route 114 east until it becomes Old Concord Road with the section ending approximately 900 feet east of the eastern boundary of the cemetery, also known as the athletic fields driveway.
 4. Quaker Street.
 5. Baker Road.
 6. Butter Road.
 7. Mount Hunger Road.
 8. Peasley Road.
 9. Patterson Hill Road.
 10. Cote Hill Road
 11. Western Ave from the Hillsboro town line to 21 Western Ave (The Grange).
 12. Bear Hill Road from the Intersection of Peasley Road to the Hillsboro town line.
 13. Liberty Hill Road –restricting the Class V portion from its intersection of Colby Hill Road to the Class VI portion of Liberty Hill to Henniker residents only.
 14. Colby Hill Road.
 15. Line Hill Road to Lone Pine Road.
 16. Dodge Hill Road from Lone Pine to the intersection with Hemlock Corner Loop.
 17. Hemlock Corner Loop from the Intersection with Dodge Hill Road (gravel section) to Colleague Pond Road.
 18. Browns Way.
 19. Bacon Road.
 20. Old Hillsboro Road from Western Ave to Bacon Road.

21. Hall Avenue from Western Ave to 20 Hall Ave (Ayer & Goss Inc).
 22. Davison Road from Liberty Hill Road to Lot 96-X (behind Mobil Station not 114).
 23. Gulf Rd.
 24. Emery Hill Rd.
- B. ATVs shall operate on the traveled portion of the street, in single file, and follow normal traffic patterns.
 - C. Utility Terrain Vehicles (UTVs) are permitted on any town street with a posted speed limit of 40 miles per hour or less.
 - D. These streets and roads must be posted and have postings maintained by the Contoocook Valley ATV Riders or as appointed by the Select Board in accordance with RSA 215-A:6, IX
 - E. OHRVs used by the Henniker Police Department, Henniker Fire Department and NH Fish and Game are permitted on all Class V and VI roads in Henniker, as needed to perform their jobs.

~120-21. Prohibitions

- A. No person shall operate an ATV upon a town street unless properly licensed in accordance with NH RSA 263:1.
- B. No person shall operate an ATV upon a town street without displaying a valid NH OHRV registration decal affixed to the OHRV in accordance with RSA 215-A:21.
- C. No person shall operate an ATV upon a town street without a headlight in working order, rear taillight in working and adequate brakes in accordance with RSA 215-A:14.
- D. No person shall operate an ATV on town streets at a speed greater than is reasonable and prudent under the existing conditions and without regard for actual and potential hazards. In all cases speed shall be controlled so that the operator will be able to avoid colliding with any person, vehicle, or object.
- E. Where no hazards exist which would require a lower speed to comply with paragraph D, the speed of any ATV shall be in accordance with RSA 215-A:6 III (b) (2).
- F. The driver of every ATV shall, consistent with the requirements of paragraph D, drive at an appropriate reduced speed when approaching and crossing an intersection or rail way grade crossing, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding trail/street, and when a special hazard exists with respect to pedestrians or other traffic by reason of weather or trail/street conditions.

- G. No person shall operate any ATV on town streets so as to endanger any person or damage any property.
- H. No person shall operate any ATV on town streets during the period from sunset to sunrise.
- I. No person shall operate an ATV on town streets from November 4 to May 23 of every year.
- J. No person shall operate an ATV on town streets unless it is equipped with mufflers and an exhaust system which comply with the requirements of RSA 215-A:12.
- K. No person under the age of 18 shall operate or ride upon an ATV on town streets without protective headgear. The headgear must be equipped with a neck or chin strap in accordance with RSA 265-122.
- L. No person shall operate an ATV on town streets without eyeglasses, goggles, or a protective face shield unless the ATV is equipped with a windshield that protects the driver's eyes and face when sitting erect.
- M. No person shall operate a Trail Bike on any part of the Henniker road system that doesn't have a DMV registration in accordance with RSA 259:63.

~120-22. Penalties/ Enforcement

- A. Any person who violates the provisions of this ordinance shall be guilty of a violation and shall be fined:
 - First Offense \$100 fine
 - Second Offense \$250 fine
 - Third Offense \$500 fine and 6 month revocation of the Public Access Decal.
 - Subsequent offenses will be based on a 12 month period.
- B. Enforcement of this ordinance shall be in accordance with NH RSA 31:39-c.



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: 9/14/2021
TITLE: Henniker Compensation/Classification Survey
INITIATED BY: Joseph Devine, Town Administrator
PREPARED BY: Joseph Devine, Town Administrator
PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

Last year the Board of Selectmen made a significant effort to offer more benefits to the employees of the Town of Henniker. One of the major reasons for this is to increase retention of staff. This past spring the Board made a change to the evaluation process to again reward employees are performing above average.

A pay and classification plan is an essential and vital component of a comprehensive human resource administration system. The perception that the pay plan is objective and fair in its assignment of pay to individual positions lends credibility to the Town's entire human resource system.

Many positions within the Town require specialized skills or experience that have smaller candidate pools, and recruiting can be made difficult if we don't offer competitive pay.

We currently utilize a wage scale that we used from the State of NH and assigned job titles to the wage table. With the addition of the merit system, we do not need a scale anymore. I am recommending to the Board they task the Town Administrator with reviewing similar sized community's wages. We may find that we are already competitive and comparable, but in the event, we are not this gives us the opportunity coming into the 2022 budget to adjust the classification and compensation of the employees.

Legal Authority: N/A

Financial Details: N/A

Suggested Action/Recommendation:

Suggested Motion:

Authorize the Town Administrator to survey other communities to compare salaries of similar positions and report back to the Board of Selectmen

TOWN OF HENNIKER-40 hr Employees

Grade	Step 1	Step 2	Step 3	Step 4	Step 5 A	Step 5 B	Step 6 A	Step 6 B	Step 7 A	Step 7 B	Step 7 C	Step 8	Step 9		
2020 Cola															
1.5% effective 1/4/19 State of NH															
11	Hourly	14.95	15.50	16.07	16.73	17.37	17.37	18.04	18.04	18.74	18.74	18.74	19.50	20.36	
	Annual (40)	31,096	32,240	33,426	34,798	36,129	36,129	37,523	37,523	38,979	38,979	38,979	40,560	42,348	
	% Increase		3.5%	3.5%	3.9%	3.7%	0.0%	3.9%	0.0%	3.9%	0.0%	0.0%	4.1%	4.4%	
12	Hourly	15.50	16.07	16.73	17.37	18.04	18.04	18.74	18.74	19.50	19.50	19.50	20.36	21.19	
	Annual (40)	32,240	33,425	34,798	36,129	37,523	37,523	38,979	38,979	40,560	40,560	40,560	42,348	44,075	
	% Increase		3.5%	3.9%	3.7%	3.7%	0.0%	3.9%	0.0%	4.1%	0.0%	0.0%	4.4%	4.1%	
13	Hourly	16.07	16.73	17.37	18.04	18.74	18.74	19.50	19.50	20.36	20.36	20.36	21.19	22.11	Assessing Tech/Fin Asst.
	Annual (40)	33,425	34,798	36,129	37,523	38,979	38,979	40,560	40,560	42,348	42,348	42,348	44,075	45,988	Police-Admin Assist.
	% Increase		3.9%	3.7%	3.7%	3.7%	0.0%	4.1%	0.0%	4.4%	0.0%	0.0%	4.1%	4.3%	Dep. T Clk/Tax Coll
															Town Office-Exec Sec
14	Hourly	16.73	17.37	18.04	18.74	19.50	19.50	20.36	20.36	21.19	21.19	21.19	22.11	22.99	
	Annual (40)	34,798	36,129	37,523	38,979	40,560	40,560	42,348	42,348	44,075	44,075	44,075	45,988	47,819	
	% Increase		3.7%	3.7%	3.7%	3.9%	0.0%	4.4%	0.0%	4.1%	0.0%	0.0%	4.3%	4.0%	
15	Hourly	17.37	18.10	18.83	19.59	20.36	20.36	21.19	21.19	22.11	22.11	22.11	22.99	23.98	Highway Light Equip
	Annual (40)	36,129	37,648	39,166	40,747	42,348	42,348	44,075	44,075	45,988	45,988	45,988	47,819	49,878	WWTP Operator
	% Increase		4.0%	3.9%	3.9%	3.8%	0.0%	4.1%	0.0%	4.3%	0.0%	0.0%	4.0%	4.3%	Landfill Operator
16	Hourly	18.10	18.83	19.59	20.36	21.19	21.19	22.11	22.11	22.99	22.99	22.99	23.98	24.96	Highway Heavy Equip
	Annual (40)	37,648	39,166	40,747	42,348	44,075	44,075	45,988	45,988	47,819	47,819	47,819	49,878	51,916	
	% Increase		3.9%	3.9%	3.8%	3.9%	0.0%	4.3%	0.0%	4.0%	0.0%	0.0%	4.3%	4.1%	
17	Hourly	18.83	19.59	20.36	21.19	22.11	22.11	22.99	22.99	23.98	23.98	23.98	24.96	26.00	Highway Mechanic
	Annual (40)	39,166	40,747	42,348	44,075	45,988	45,988	47,819	47,819	49,878	49,878	49,878	51,916	54,080	
	% Increase		3.9%	3.8%	3.9%	4.2%	0.0%	4.0%	0.0%	4.3%	0.0%	0.0%	4.1%	4.2%	
18	Hourly	19.59	20.36	21.19	22.11	22.99	22.99	23.98	23.98	24.96	24.96	24.96	26.00	27.10	Highway Asst Supervisor
	Annual (40)	40,747	42,348	44,075	45,988	47,819	47,819	49,878	49,878	51,916	51,916	51,916	54,080	56,368	WWTP/CSWW Chief Oper
	% Increase		3.8%	3.9%	4.2%	3.8%	0.0%	4.3%	0.0%	4.1%	0.0%	0.0%	4.2%	4.2%	Landfill FT-Chief Oper
21	Hourly	22.11	22.99	23.98	24.96	26.00	26.00	27.10	27.10	28.49	28.49	28.49	29.72	31.01	Transfer Super
	Annual (40)	45,988	47,819	49,878	51,916	54,080	54,080	56,368	56,368	59,259	59,259	59,259	61,817	64,500	TCTX
	% Increase		3.8%	4.1%	3.9%	4.0%	0.0%	4.2%	0.0%	5.1%	0.0%	0.0%	4.3%	4.3%	
27	Hourly	28.49	29.72	31.01	32.40	33.82	33.82	35.36	35.36	36.88	36.88	36.88	38.53	40.60	CSWW Super
	Annual (40)	59,259	61,817	64,500	67,392	70,345	70,345	73,548	73,548	76,710	76,710	76,710	80,142	84,448	WWTP-Super.
	% Increase		4.1%	4.2%	4.3%	4.2%	0.0%	4.6%	0.0%	4.3%	0.0%	0.0%	4.5%	5.4%	
28	Hourly	29.72	31.01	32.40	33.82	35.36	35.36	36.88	36.88	38.53	38.53	38.53	40.60	42.51	
	Annual (40)	61,817	64,500	67,392	70,345	73,548	73,548	76,710	76,710	80,142	80,142	80,142	84,448	88,420	
	% Increase		4.2%	4.3%	4.2%	4.4%	0.0%	4.3%	0.0%	4.5%	0.0%	0.0%	5.4%	4.7%	
31	Hourly	33.82	35.43	37.08	38.77	40.60	40.60	42.51	42.51	44.46	44.46	44.46	46.55	48.65	Fin Director
	Annual (40)	70,345	73,694	77,126	80,641	84,448	84,448	88,421	88,421	92,476	92,476	92,476	96,824	101,192	Highway Super
	% Increase		4.5%	4.4%	4.4%	4.5%	0.0%	4.7%	0.0%	4.6%	0.0%	0.0%	4.7%	4.5%	

TOWN OF HENNIKER-43 hr LAW ENFORCEMENT

Grade	Step 1	Step 2	Step 3	Step 4	Step 5 A	Step 5 B	Step 6 A	Step 6 B	Step 7 A	Step 7 B	Step 7 C	Step 8	Step 9		
2020 Cola															
1.5% effective 1/4/19 State of NH															
15	Hourly	19.71													Probationary State Trooper
	Annual (43)	44,075	0	0	0	0	0	0	0	0	0	0	0	0	Probationary Henniker Officer
	% Increase														
19	Hourly	23.14	24.11	25.13	26.15	27.27	27.27	28.41	28.41	29.62	29.62	29.62	30.84	32.42	State Trooper 1
	Annual (43)	51,750	53,913	56,180	58,468	60,985	60,985	63,523	63,523	66,227	66,227	66,227	68,952	72,488	Henniker Officer
	% Increase		4.0%	4.0%	3.9%	4.1%	0.0%	4.2%	0.0%	4.3%	0.0%	0.0%	4.1%	5.1%	
21	Hourly	25.13	26.15	27.27	28.41	29.62	29.62	30.84	30.84	32.42	32.42	32.42	33.82	35.34	Senior Patrolman
	Annual (43)	56,180	58,468	60,985	63,523	66,227	66,227	68,952	68,952	72,488	72,488	72,488	75,628	79,019	
	% Increase	100.0%	3.9%	4.1%	4.0%	4.1%	0.0%	4.1%	0.0%	5.1%	0.0%	0.0%	4.3%	4.5%	
23	Hourly	27.27	28.47	29.73	31.07	32.42	32.42	33.82	33.82	35.34	35.34	35.34	36.92	38.55	State Police Sergeant I
	Annual (43)	60,985	63,668	66,476	69,472	72,488	72,488	75,628	75,628	79,019	79,019	79,019	82,555	86,195	Henniker Sergeant
	% Increase		4.2%	4.2%	4.3%	4.2%	0.0%	4.3%	0.0%	4.5%	0.0%	0.0%	4.5%	4.4%	
26	Hourly	31.07	32.42	33.82	35.34	36.92	36.92	38.55	38.55	40.25	40.25	40.25	42.02	43.91	State Police Lieutenant
	Annual (43)	69,472	72,488	75,628	79,019	82,555	82,555	86,195	86,195	90,001	90,001	90,001	93,953	98,176	Henniker Chief
	% Increase		4.2%	4.2%	4.3%	4.3%	0.0%	4.4%	0.0%	4.4%	0.0%	0.0%	4.4%	4.5%	

TOWN OF HENNIKER-50 hr Fire/Rescue

Grade		Step 1	Step 2	Step 3	Step 4	Step 5 A	Step 5 B	Step 6 A	Step 6 B	Step 7 A	Step 7 B	Step 7 C	Step 8	Step 9	
2020 Cola															
1.5% effective 1/4/19 State of NH															
13	Hourly	15.42	15.66	16.64	17.31	17.98	17.98	18.70	18.70	19.54	19.54	19.54	20.33	21.17	Basic EMT - Part time
	Annual (50)	40,084	40,706	43,275	45,002	46,750	46,750	48,630	48,630	50,794	50,794	50,794	52,870	55,038	Step 1
	% Increase		1.5%	5.9%	3.8%	3.7%	0.0%	4.0%	0.0%	4.4%	0.0%	0.0%	4.1%	4.1%	
14	Hourly	16.05	16.24	17.31	17.98	18.70	18.70	19.54	19.54	20.33	20.33	20.33	21.21	22.08	Basic EMT / Fire Fighter
	Annual (50)	41,723	42,220	45,002	46,750	48,630	48,630	50,794	50,794	52,870	52,870	52,870	55,143	57,404	Part time Step 1
	% Increase		1.2%	6.2%	3.7%	3.9%	0.0%	4.4%	0.0%	4.1%	0.0%	0.0%	4.3%	4.1%	
15	Hourly	16.64	16.94	18.06	18.79	19.54	19.54	20.33	20.33	21.21	21.21	21.21	22.07	22.97	EMT I Part-time Step 1
	Annual (50)	43,275	44,032	46,969	48,849	50,794	50,794	52,870	52,870	55,143	55,143	55,143	57,373	59,725	
	% Increase		1.7%	6.3%	3.8%	3.8%	0.0%	4.1%	0.0%	4.3%	0.0%	0.0%	4.0%	4.1%	
16	Hourly	17.36	17.62	18.79	19.54	20.33	20.33	21.21	21.21	22.07	22.07	22.07	23.02	23.96	EMT I / Fire Fighter
	Annual (50)	45,133	45,823	48,849	50,794	52,870	52,870	55,143	55,143	57,373	57,373	57,373	59,842	62,295	Part-time Step 1
	% Increase		1.5%	6.2%	3.8%	3.9%	0.0%	4.3%	0.0%	4.0%	0.0%	0.0%	4.3%	4.1%	
17	Hourly	18.06	18.33	19.54	20.33	21.21	21.21	22.07	22.07	23.02	23.02	23.02	23.94	24.92	EMT II / Firefighter
	Annual (50)	46,969	47,657	50,794	52,870	55,143	55,143	57,373	57,373	59,842	59,842	59,842	62,246	64,798	Full Time
	% Increase		1.4%	6.2%	3.9%	4.1%	0.0%	4.0%	0.0%	4.3%	0.0%	0.0%	4.0%	4.1%	
18	Hourly	18.79	19.06	20.33	21.21	22.07	22.07	23.02	23.02	23.94	23.94	23.94	24.95	25.97	
	Annual (50)	48,849	49,555	52,870	55,143	57,373	57,373	59,842	59,842	62,246	62,246	62,246	64,869	67,528	
	% Increase		1.4%	6.3%	4.1%	3.9%	0.0%	4.3%	0.0%	4.0%	0.0%	0.0%	4.2%	4.1%	
19	Hourly	19.54	19.84	21.21	22.07	23.02	23.02	23.94	23.94	24.95	24.95	24.95	25.99	27.06	Medic Part-time Step 1
	Annual (50)	50,794	51,580	55,143	57,373	59,842	59,842	62,246	62,246	64,869	64,869	64,869	67,579	70,349	
	% Increase		1.5%	6.5%	3.9%	4.1%	0.0%	4.0%	0.0%	4.2%	0.0%	0.0%	4.2%	4.1%	
20	Hourly	20.33	20.69	22.07	23.02	23.94	23.94	24.95	24.95	25.99	25.99	25.99	27.32	28.44	Medic/ Fire Fighter
	Annual (50)	52,870	53,798	57,373	59,842	62,246	62,246	64,869	64,869	67,579	67,579	67,579	71,033	73,945	Part-time Step 1
	% Increase		1.7%	6.2%	4.1%	3.9%	0.0%	4.2%	0.0%	4.2%	0.0%	0.0%	5.1%	4.1%	
21	Hourly	21.21	21.53	23.02	23.94	24.95	24.95	25.99	25.99	27.32	27.32	27.32	28.52	29.69	Medic/ Fire Fighter
	Annual (50)	55,143	55,973	59,842	62,246	64,869	64,869	67,579	67,579	71,033	71,033	71,033	74,158	77,198	Part-time
	% Increase		1.5%	6.5%	3.9%	4.0%	0.0%	4.2%	0.0%	5.1%	0.0%	0.0%	4.4%	4.1%	(Meade)
22	Hourly	22.07	22.45	23.94	24.95	25.99	25.99	27.32	27.32	28.52	28.52	28.52	29.77	30.99	Daytime Captain
	Annual (50)	57,373	58,382	62,246	64,869	67,579	67,579	71,033	71,033	74,158	74,158	74,158	77,392	80,565	Full Time
	% Increase		1.7%	6.2%	4.0%	4.0%	0.0%	5.1%	0.0%	4.4%	0.0%	0.0%	4.4%	4.1%	
23	Hourly	23.02	22.23	25.07	26.18	27.32	27.32	28.52	28.52	29.77	29.77	29.77	31.09	32.37	
	Annual (50)	59,842	57,802	65,175	68,060	71,033	71,033	74,158	74,158	77,392	77,392	77,392	80,846	84,161	
	% Increase		-3.5%	11.3%	4.2%	4.2%	0.0%	4.4%	0.0%	4.4%	0.0%	0.0%	4.5%	4.1%	



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: September 21, 2021
TITLE: 2021/2021 Calendars
INITIATED BY: Joseph Devine, Town Administrator
PREPARED BY: Joseph Devine, Town Administrator
PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

I have prepared the following drafts for Select Board Review

1. 2022 Holiday Calendar
 - a. The floating holiday is determined by the Select Board. I am recommending the Board select December 23rd as the floater for 2022
 - b. The Town holidays mirror federal holidays with the exception of the day after Thanksgiving and the floating Christmas holiday.
 - c. On June 17, 2021, the Federal Government established [Juneteenth National Independence Day](#) as a Federal holiday. The holiday is [designated on June 19th](#) of each year. If the holiday falls on a Saturday it is observed on the preceding Friday and if it falls on a Sunday it is observed on the succeeding Monday.
 - d. The Select Board is asked to discuss the observance of the Juneteenth National Independence Day in Henniker.
2. See Attached, 2022 Select Board Meeting Calendar
 - a. 22 total meetings. Retains the first and third schedule. Schedule includes summer schedule.
3. See Attached, 2020-2021 Henniker Budget Calendar

Town Administrator Comment: The Select Board is asked to consider approving the proposed calendars and holiday schedule.

Suggested Action/Recommendation:

Motion: We hereby adopt the Henniker Select Board Meeting Calendar, Henniker Budget Calendar, and Town of Henniker holiday calendar.

“The only Henniker on Earth”



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

To: Board of Selectmen
From: Joseph Devine, Town Administrator
Date: September 13, 2021
Ref: Observance of Holidays 2022

Please find the proposed holiday schedule for calendar 2022 will be as follows:

HOLIDAY	DATE OBSERVED	DAY
New Year's Day (Observed)	December 31, 2021	Friday
Martin Luther King Day	January 17, 2022	Monday
President's Day	February 21, 2022	Monday
Memorial Day	May 30, 2022	Monday
Juneteenth (Observed)	June 20, 2022	Monday
Independent Day	July 4, 2022	Monday
Labor Day	September 5, 2022	Monday
Columbus Day	October 11, 2022	Monday
Veterans Day	November 11, 2022	Friday
Thanksgiving Day	November 24, 2022	Thursday
Day After Thanksgiving	November 25, 2022	Friday
Christmas Day (Observed)	December 26, 2022	Monday
Floating Holiday	December 23 rd or December 27 th	Friday or Tuesday

*These dates come from section 5 of the Henniker Employee Personnel Policy

2022

January

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2021/2022 Henniker Town Meeting Schedule

Date	Time/Type of Hearing	Day of the Week	
September 27, 2021	N/A	Monday	Department Heads receive budget sheets
October 6 th – 13 th 2021	N/A	Wednesday – Wednesday	Meeting with Department Heads
October 20, 2021	3:00pm	Wednesday	Budget requests due
November 1, 2021		Tuesday	Select Board received 2021 Budget Binder
November 6, 2021	8:00am – 4:00pm	Saturday	Select Board and Budget Advisory Committee – Review of 2022 Operating Budget
November 16, 2021	Select Board Meeting	Tuesday	Propose/Review any zoning ordinance, historic district ordinance or building code for consideration at the 2021 town meeting
December 7, 2021	Select Board Meeting	Tuesday	Warrant Article Review (Any Bond articles over \$100k)
December 14, 2021	Select Board Meeting	Tuesday	Proposed warrant articles by town departments under 100K/warrant articles from town committees/CIP Presentation to Board of Selectmen
January 4, 2022	Select Board Meeting	Tuesday	Advisory Budget Committee Recommendations
January 18, 2022	Public Hearing	Tuesday	Public Hearing for any bond article over \$100k
January 18, 2022	Select Board Hearing	Tuesday	Budget Review
February 1, 2022	Public Hearing	Tuesday	Public Hearing on proposed budget and warrant articles
February 15, 2022	Select Board Meeting	Tuesday	Select Board decides who is speaking to the warrant articles
February 18, 2022	8:00am	Friday	Warrant posted at polling locations and Town Hall
March 8, 2022		Tuesday	Town Meeting Voting Day
March 12, 2022	1:00pm	Saturday	Town Meeting

- [Career Transition](#)
- [Reshaping](#)
- [Summary of Reassignment](#)
- [Policy FAQs](#)
- [Contact Policymakers](#)

Resources For

- [New / Prospective Employees](#)
- [Federal Employees](#)
- [HR Professionals](#)
- [Managers](#)

POLICY, DATA, OVERSIGHT PAY & LEAVE

Fact Sheet: Federal Holidays - Work Schedules and Pay

Introduction

Most Federal employees are entitled to paid holiday time off when excused from duty on a designated holiday. Designated holidays include official Federal holidays (5 U.S.C. 6103(a)) or "in lieu of" holidays, as applicable; Presidential Inauguration Day, where applicable (specific to the Washington, DC, area); and Federal holidays declared by Executive order, which are treated as holidays for pay and leave purposes. Most Federal employees are entitled to holiday premium pay when they are required to work during designated holiday hours.

This fact sheet applies to employees who are covered by the holiday and premium pay provisions in title 5, United States Code.

Note 1: Employees who receive annual premium pay for standby duty under 5 U.S.C. 5545(c)(1) and firefighters who are covered by the special pay provisions of 5 U.S.C. 5545b are not entitled to paid holiday time off or holiday premium pay. (See 5 CFR 550.163(a) and 550.1306(a) and 56 Comp. Gen. 551 (1977).)

Note 2: Employees with an intermittent work schedule are not entitled to paid holiday time off or holiday premium pay. (See 5 CFR 340.401(b); the definitions of "holiday work," "regularly scheduled administrative workweek," and "tour of duty" in 5 CFR 550.103; and 5 CFR 550.131.)

Designation of Holidays Holidays for Federal Employees

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).
- Washington's Birthday (Third Monday in February).
- Memorial Day (Last Monday in May).
- Juneteenth National Independence Day (June 19).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Columbus Day (Second Monday in October).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

Presidential Inauguration Day

Federal employees in the Washington, DC, area are entitled to a holiday on the day a President is inaugurated on January 20th (except as explained below) for each fourth year after 1965 (see 5 U.S.C. 6103(c)) (i.e., following a Presidential election)—if they would be otherwise scheduled to work on Inauguration Day within the "Inauguration Day Area." The "Inauguration Day Area" is defined as:

1. the District of Columbia;
2. Montgomery and Prince Georges Counties in Maryland;
3. Arlington and Fairfax Counties in Virginia; and
4. the cities of Alexandria, Falls Church, and Fairfax in Virginia.

The Inauguration Day holiday is provided for the purposes of reducing traffic and facilitating local attendance at the inauguration ceremony. Thus, the holiday is limited to employees "employed in" (i.e., scheduled to work in) the Inauguration Day Area. Accordingly, there are circumstances where employees are not entitled to the Inauguration Day holiday:

- Employees in the Inauguration Day Area who are not otherwise scheduled to work on Inauguration Day will not receive the holiday or an "in lieu of" holiday. There is no "in lieu of" holiday when Inauguration Day falls on a nonwork day.
- Employees who are scheduled to telework at locations outside the Inauguration Day Area on Inauguration Day will not receive the holiday, even if their official worksites are in the Inauguration Day area. Such employees are expected to telework or request leave for the day. (Note: This generally applicable policy has been modified for the January 20, 2021, Inauguration Day, since COVID-19 is preventing many employees from working in the Inauguration Day area who would have otherwise worked in that area. See guidance provided in the OPM memorandum issued in connection with the January 20, 2021, Inauguration Day holiday.)
- Employees who are in travel status away from the Inauguration Day Area on Inauguration Day will not receive the holiday, even if their official worksites are in the Inauguration Day area. Such employees are expected to work at their temporary duty site outside of the Inauguration Day area.
Note: The holiday applies to employees who, while in official travel status, would otherwise be scheduled to work in the Inauguration Day Area on Inauguration Day. This applies even if the employee's official worksite is not within the Inauguration Day area.

If January 20th falls on a Sunday, the next succeeding day (i.e., Monday, January 21st) is designated as the public observance of the inauguration of the President and thus becomes the legal holiday of Inauguration Day.

If an Inauguration Day on January 21st is already designated as a legal holiday under 5 U.S.C. 6103 (Birthday of Martin Luther King, Jr. - 3rd Monday in January), no additional holiday is provided. In this case, employees will receive a holiday under the normal rules that apply to the Birthday of Martin Luther King, Jr., holiday.

If January 20th falls on a Saturday, Inauguration Day is observed on the Saturday. There is no "in lieu of" Inauguration Day holiday. Only employees scheduled to work in the Inauguration Day area on Saturday, January 20th, may be excused from duty and provided with paid holiday time off. Inauguration Day is not observed on another day.

"In Lieu of" Holidays

All full-time employees, including those on flexible or compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on the employee's nonworkday. Part-time employees are not entitled to an "in lieu of" holiday. If an agency's office or facility is closed due to an "in lieu of" holiday for full-time employees, the agency may grant paid excused absence to part-time employees who are otherwise scheduled to work on that day. (See 63 Comp. Gen. 306 (1984).)

An employee is not entitled to another day off as an "in lieu of" holiday if a Federal office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

For further information regarding the determination of "in lieu of" holidays, please see our [Fact Sheet: "Federal Holidays – 'In Lieu Of' Determination."](#)

Two (or more) Holidays in One Pay Period

Occasionally, two (or more) holidays will fall within the same pay period. A full-time employee on a flexible work schedule is entitled to 8 hours of pay on a holiday when the employee does not work. (See 5 U.S.C. 6124.) Therefore, when two (or more) 8-hour holidays fall within the same pay period, a full-time employee on a 5/4-9 flexible schedule (or other flexible schedules under which employees work more than 8 hours a day) must make arrangements to work extra hours during other regularly scheduled workdays (or take annual leave or use credit hours or compensatory time off) in order to fulfill the 80-hour biweekly work requirement.

Holidays for Employees Outside the United States

For employees at duty posts outside the United States who are regularly scheduled to work on Monday, holidays designated by law to occur on Monday (i.e., Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Labor Day, and Columbus Day) are moved to the preceding Sunday. This applies to employees whose basic workweek is Sunday through Thursday. It does not apply to employees whose basic workweek is Monday through Friday or Monday through Saturday. This rule does not apply to "in lieu of" holidays. (See 5 U.S.C. 6103(b)(3).)

Holiday Tour of Duty

The tour of duty that commences (i.e., begins) on the calendar holiday is considered the holiday tour of duty. This applies to any employee (including part-time employees) who has a workday (regularly scheduled daily tour) that covers a portion of two calendar days (i.e., overlapping tour consisting of part of a holiday calendar day and part of a non-holiday calendar day). The entire tour of duty (i.e., scheduled workday) that began on the holiday will be treated as a holiday tour of duty. The holiday premium pay or paid holiday time off rules will be applied to the holiday tour of duty that commenced on the calendar holiday. (See section 5 of Executive Order 11582.)

If an employee has two basic workdays (i.e., two basic scheduled tours of duty) that overlap a single holiday, the employee is entitled to a holiday only for the tour of duty that commences (i.e., begins) on the holiday. The entire workday that begins on the holiday must be treated as if it fell on the holiday.

A tour of duty that commences on a non-holiday and ends on the holiday would not be a holiday tour of duty. This tour of duty shall be considered a non-holiday tour of duty. An employee is not entitled to receive holiday premium pay or paid holiday time off for any portion of the tour of duty that falls within the calendar holiday when the tour or duty (i.e., workday) did not commence (i.e., begin) on the holiday.

(See sections 3, 4, 5, and 6 for full-time employees with a basic workweek and sections 5 and 6 for part-time employees of E.O. 11582, February 11, 1971.) If a full-time employee has no daily tour of duty that commences

on a given holiday, the employee is entitled to an "in lieu of" holiday. (See above section and the [Fact Sheet: "Federal Holidays — 'In Lieu Of' Determination."](#))

[Back to Top](#)

Pay on a Holiday

Employees who are excused from duty on a designated holiday (i.e., paid holiday time off) receive their rate of basic pay for the applicable number of holiday hours that are part of a holiday tour of duty. If an employee's daily tour of duty includes parts of two calendar days, the tour commencing on the designated holiday is a holiday tour of duty (see above section "Holiday Tour of Duty"), and, in the case of a full-day holiday, the entire tour is considered to be on the given holiday; however, in the case of a half-day holiday, only part of the tour will be considered to be on the given holiday, as described in the sections for Full-time Employees and Part-time Employees below.

Full-time Employees

Full-time employees who are not required to work on a holiday receive their rate of basic pay for the applicable number of holiday hours—i.e., hours during the employee's holiday tour of duty.

Standard (40-Hour/5-Day Week) Work Schedules. On a holiday, full-time employees under a standard work schedule are generally excused from 8 hours of non-overtime work, which are considered part of the 40-hour basic workweek. In the event the President issues an Executive order granting a "half-day" holiday, a full-time employee on a standard work schedule is credited with 4 holiday hours.

Flexible Work Schedules. On a holiday, full-time employees under flexible work schedules are credited with 8 hours towards their 80-hour basic work requirement for the pay period. Employees under flexible work schedules are credited with 8 holiday hours even if they would otherwise work more hours on that day. In the event the President issues an Executive order granting a "half-day" holiday, a full-time employee on a flexible work schedule is credited with half the number of hours he or she was scheduled to work, not to exceed 4 hours. (See 5 U.S.C. 6124 and the definition of "basic work requirement" in 5 U.S.C. 6121(3).)

Compressed Work Schedules. On a holiday, full-time employees under compressed work schedules are generally excused from all of the non-overtime hours they would otherwise work on that day—that is, their "basic work requirement" hours. For example, if a holiday falls on a 9- or 10-hour basic workday, the employee's holiday is 9 or 10 hours, respectively. In the event the President issues an Executive order granting a "half-day" holiday, a full-time employee on a compressed work schedule is entitled to basic pay for half the number of hours he or she would otherwise work on that day. (See 5 CFR 610.406(a).)

Part-time Employees

A part-time employee is entitled to a holiday when the employee's daily tour of duty commences on a calendar holiday. This does not include overtime work. Part-time employees are not entitled to an "in lieu of" holiday. Part-time employees who are excused from work on a holiday receive their rate of basic pay for the applicable number of holiday hours.

Standard (40-Hour/5-Day Week) Work Schedules. On a holiday, part-time employees under standard work schedules are generally excused from duty for the number of basic (non-overtime) hours they are regularly scheduled to work on that day, not to exceed 8 hours. In the event the President issues an Executive order granting a "half-day" holiday, a part-time employee on a standard work schedule is excused from duty for half the number of hours in his or her basic (non-overtime) workday, not to exceed 4 hours.

Flexible Work Schedules. On a holiday, part-time employees under a flexible work schedule are generally excused from duty for the number of hours of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed 8 hours. (See 5 CFR 610.405.) In the event the President issues an Executive order granting a "half-day" holiday, a part-time employee on a flexible work schedule is generally excused from duty for half the number of hours in his or her "basic work requirement" on that day, not to exceed 4 hours.

Compressed Work Schedules. On a holiday, part-time employees under a compressed work schedule are generally excused from all of the hours of their compressed work schedules (i.e., "basic work requirement") on that day. (See 5 CFR 610.406(b).) In the event the President issues an Executive order granting a "half-day" holiday, a part-time employee on a compressed work schedule is generally excused from half of the hours of his or her compressed work schedule on that day.

Effect of Being in Pay or Non-Pay Status Before or After the Holiday

Employees must be in a pay status or a paid time off status (i.e., leave, compensatory time off, compensatory time off for travel, or credit hours) on their scheduled workdays either before or after a holiday in order to be entitled to their regular pay for that day. The minimum time in a pay status required to receive regular paid holiday time off is one hour.

Employees who are in a non-pay status for the workdays immediately before and after a holiday may not receive compensation for that holiday.

New Appointments

New employees whose effective date of appointment on their SF-50 is on a Sunday or another day that is immediately followed by a holiday are entitled to paid holiday time off, if they work at least one hour on either the day before **or** after the holiday. The holiday must be part of an employee's basic administrative work schedule. If an employee's date of appointment takes effect after the holiday, the holiday was not part of employee's work schedule for the pay period, and the employee has no entitlement to paid holiday time off.

Holiday Work

"Holiday work" means non-overtime work performed by employees during their regularly scheduled daily tour of duty on a holiday. (See 5 CFR 550.103.) (See above section entitled "Holiday Tour of Duty" regarding the treatment of a regularly scheduled daily tour that covers a portion of two calendar days (i.e., overlapping tour consisting of part of a holiday calendar day and part of a non-holiday calendar day) as being "on" a holiday only if the tour commences on the calendar holiday, as provided by Executive Order 11582.)

Holiday Premium Pay

For each hour of holiday work, employees receive holiday premium pay in addition to their rate of basic pay. Holiday premium pay is equal to an employee's rate of basic pay. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work—i.e., double or 200 percent of their rate of basic pay. (See 5 U.S.C. 5546(b) and 5 CFR 550.131(a); and, for Federal Wage System employees, 5 CFR 532.507(a).)

Employees who are required to perform any work during basic (non-overtime) holiday hours are entitled to a minimum of 2 hours of holiday premium pay. (See 5 U.S.C. 5546(c) and 5 CFR 550.131(c); and, for Federal Wage System employees, 5 CFR 532.507(c).)

Standard Work Schedules. Employees are entitled to holiday premium pay if they are required to work on a holiday during their regularly scheduled non-overtime basic tours of duty, not to exceed 8 hours. In the event

the President issues an Executive order granting a "half-day" holiday, an employee on a standard work schedule is entitled to holiday premium pay for work during the last half of their basic workday—i.e., 4 hours for a full-time employee and half of the scheduled part-time daily tour (not to exceed 4 hours) for a part-time employee.

Flexible Work Schedules. Employees under flexible work schedules are entitled to holiday premium pay if they are required to work during the hours of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed 8 hours. In the event the President issues an Executive order granting a "half-day" holiday, employees on a flexible work schedule are entitled to holiday premium pay for work during the last half of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed 4 hours.

Compressed Work Schedules. Employees under compressed work schedules are entitled to holiday premium pay if they are required to work during their "basic work requirement" on that day. The number of hours of holiday premium pay may not exceed the hours in an employee's compressed work schedule for that day (e.g., 8, 9, or 10 non-overtime hours). (See 5 CFR 610.407.) In the event the President issues an Executive order granting a "half-day" holiday, employees on a compressed work schedule are entitled to holiday premium pay for work during the last half of their "basic work requirement" (i.e., non-overtime hours) on that day.

Part-time employees do not receive holiday premium pay for working on an "in lieu of" holiday for full-time employees.

Holiday Not Worked as Scheduled

An employee who is scheduled to perform work on a holiday and who does not report to work for a reason (such as illness) that is approved by the agency generally may be excused from duty and not be charged leave for the hours covered by the holiday. The employee will receive paid holiday time off. (See 5 U.S.C. 6302(a).)

Certain employees, such as firefighters, who receive special compensation that anticipates holiday work, thereby forgoing entitlement to holiday premium pay, may be charged leave for an absence occurring on a holiday during which the employee was scheduled to work.

An employee who is not approved to be absent from duty on a workday scheduled on a holiday and who refuses to work on the holiday may be charged as being absent without leave (AWOL) and denied pay for that day (i.e., may not receive paid holiday time off). (See 44 Comp. Gen. 274 (1964), B-24647.)

[Back to Top](#)

Overtime Work on a Holiday

Employees are entitled to overtime pay, or compensatory time off, when applicable, if the agency requires overtime work on a holiday.

Overtime work must generally be ordered or approved. However, employees who are covered by the overtime pay provisions of the Fair Labor Standards Act of 1938, as amended (FLSA), also are entitled to overtime pay if overtime work is "suffered or permitted" by a supervisor. One exception is that no "suffered and permitted" hours of work can be credited to employees under flexible work schedules. (See definition of "overtime hours" at 5 U.S.C. 6121(6).)

Standard (40-Hour/5-Day Week) Work Schedules. For most employees on a standard work schedule, overtime work on a holiday is work in excess of 8 hours in a day or 40 hours in a week.

Flexible Work Schedules. Overtime work on a holiday for employees under flexible work schedules is work in excess of 8 hours in a day or 40 hours in a week that is officially ordered in advance. Basic work requirement

hours and credit hours are not overtime hours. (See 5 U.S.C. 6121(3), (4), and (6).)

Compressed Work Schedules. Overtime work on a holiday for an employee under a compressed work schedule is hours of work in excess of the employee's compressed work schedule (e.g., 8-, 9-, or 10-hour "basic work requirement") on that day. (See 5 U.S.C. 6121(7).)

Paid holiday time off hours, hours of paid leave, use of accrued compensatory time off or credit hours, and hours of excused absence with pay are credited as hours of work towards the overtime pay standards. For example, these hours are credited when determining whether an employee has worked in excess of 8 hours in a day or 40 hours in a week under a standard or flexible work schedule. (See 5 CFR 550.112(c) and 5 CFR 551.401(b).)

Employees are not excused from overtime work on a holiday because of the holiday.

Night Work on a Holiday

Except for Federal Wage System employees (discussed below), employees are generally entitled to night pay under 5 U.S.C. 5545(a). Employees are entitled to night pay for regularly scheduled work at night, including actual work performed at night during holiday hours or overtime hours. Night pay is paid in addition to holiday premium pay, Sunday pay, or overtime pay. (See 5 CFR 550.122(c).)

Employees also are entitled to night pay when they are excused from regularly scheduled night work during holiday hours. An employee who is excused from night work during holiday hours receives his or her rate of basic pay plus night pay. (See 5 CFR 550.122(a).)

Federal Wage System (blue collar) employees are entitled to a night shift differential under 5 U.S.C. 5343(f). A Federal Wage System employee regularly assigned to a shift for which a night shift differential is payable is entitled to the night shift differential while excused from duty during holiday hours (5 CFR 532.505(b)). Night shift differential is part of basic pay for Federal Wage System employees. (See 5 U.S.C. 5343(f).)

Sunday Work

An employee is entitled to holiday premium pay and Sunday premium pay if he or she is required to work during holiday hours on Sunday and Sunday work is part of the employee's regularly scheduled basic workweek (or basic work requirement). If an employee does not work during the holiday hours on Sunday, the employee receives basic pay for the holiday hours, but is not entitled to Sunday premium pay because Sunday premium pay cannot be paid unless an employee actually performs work on Sunday. (See section 624 of the Treasury and General Government Appropriations Act, 1999; 5 U.S.C. 5544(a), 5546(a) and 6128(c); and 5 CFR 532.509 and 550.172.)

References

- 5 U.S.C. 5546, 6101, 6103, 6104, and 6124
- E.O. 11582 of February 11, 1971
- 5 CFR 550.103 (definition of *holiday work*), 550.131 and 550.132
- CFR 550.122(a), 550.131-550.132, 610.201-610.202, and 610.405-610.407; for Federal Wage System employees, 5 CFR 532.505(a) and 532.507
- Comptroller General opinions:
 - 25 Comp. Gen. 452 (1945); 32 Comp. Gen. 378 (1953);
 - 51 Comp. Gen. 586 (1972); B-192104, September 1, 1978; and 63 Comp. Gen. 306 (1984)
 - B-187520, February 22, 1977; B-186687, January 13, 1977; and 56 Comp. Gen. 393 (1977)



UNITED STATES OFFICE OF PERSONNEL MANAGEMENT
Washington, DC 20415

The Director

CPM 2021-16

June 17, 2021

MEMORANDUM FOR HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: KATHLEEN M. McGETTIGAN
ACTING DIRECTOR

Subject: Juneteenth National Independence Day Holiday

Today, President Biden signed the Juneteenth National Independence Day Act (Public Law 117-17) into law, recognizing the historical significance of the Juneteenth National Independence Day to the United States and that (1) history should be regarded as a means for understanding the past and solving the challenges of the future; and (2) the celebration of the end of slavery is an important and enriching part of the history and heritage of the United States. The Act amends section 6103(a) of title 5, United States Code, to include “Juneteenth National Independence Day, June 19,” in the list of official holidays for Federal employees. The Juneteenth National Independence Day (“Juneteenth”) holiday and this memorandum apply to full-time and part-time Federal employees who are covered by section 6103.¹

This year, June 19 falls on a Saturday. When a Federal holiday falls on a nonwork day for a **full-time** employee (including a full-time employee on a flexible or compressed work schedule), an alternative or “in-lieu-of” holiday within the employee’s tour of duty is designated based on the rules in 5 U.S.C. 6103(b) and Executive Order 11582. Accordingly, employing agencies must apply these rules for determining the “in-lieu-of” holiday for full-time employees who do not have a regular workday on Saturday, June 19, subject to the limitations described in this memorandum. For employees with a Monday-through-Friday work schedule, the “in-lieu-of” holiday will be June 18 (Friday).

Part-time employees are not entitled to an “in-lieu-of” holiday. If an agency’s office or facility is closed due to an “in-lieu-of” holiday for full-time employees, the agency may grant administrative leave to part-time employees who are otherwise scheduled to work on that day.

For an explanation of how to identify the “in-lieu-of” holiday based on the employee’s work schedule, see [Fact Sheet: Federal Holidays - "In Lieu Of" Determination](#). We note that agency heads may prescribe rules that change the otherwise applicable “in-lieu-of” holiday under certain conditions for employees on a compressed work schedule. (See 5 U.S.C. 6103(d).)

Employees who are required to perform work on June 19 or an employee’s designated “in-lieu-of” holiday may be eligible for holiday premium pay as described by 5 U.S.C. 5546 and 5 CFR 550.131-132, subject to the limitations on premium pay under 5 U.S.C. 5547. For each hour of

¹ Agencies with independent authority for certain categories of employees may adopt the holiday without specific legislation.

qualifying holiday work, eligible employees receive holiday premium pay equal to an employee's rate of basic pay in addition to their rate of basic pay. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work—i.e., double or 200 percent of their rate of basic pay. For more information, see [Fact Sheet: Federal Holidays - Work Schedules and Pay](#). (Note: Certain employees may be covered by different premium pay rules established under an agency's independent authority rather than under title 5 provisions.)

The following guidance pertains specifically to the implementation of the Juneteenth holiday on June 19, 2021:

- If full-time or part-time employees have a regular workday on June 19 (Saturday), they will either receive holiday time off or, if they are required to work, holiday premium pay for qualifying holiday hours on Saturday.
- For full-time employees who do not have a regular workday on June 19 (Saturday) but do have a regular workday on June 18 (Friday), the “in-lieu-of” holiday will generally be June 18 (Friday). Agencies should direct such employees to not report to work on Friday—unless the agency determines that their services are required. If employees are required to work during qualifying holiday hours, they will earn holiday premium pay.
- Some full-time employees who do not have a regular workday on June 18 (Friday) or June 19 (Saturday) may have an “in-lieu-of” holiday on June 17 (Thursday)—e.g., employees who have an Alternative Work Schedule day off on Friday. Any work such employees perform during qualifying holiday hours will generate holiday premium pay. Some of these employees may have been working a scheduled shift at the time the President signed the Act. Employing agencies may direct such employees to cease working and excuse them from duty for the remainder of the workday.²
- In rare circumstances, certain full-time employees could have a work schedule that would normally result in them having an “in-lieu-of” holiday on June 16 (Wednesday); however, because the Juneteenth National Independence Day Act was signed and took effect on June 17 (Thursday), a retroactive June 16 “in-lieu-of” holiday may not be implemented because it occurred before the Act took effect. Agencies should grant any such employees an appropriate amount of excused absence hours on their first workday after June 19.
- In rare circumstances, certain full-time employees may have an “in-lieu-of” holiday on June 20 (Sunday).
- An employee who was previously scheduled to take paid leave or other paid time off on June 19, 2021, will not be charged such leave or other paid time off for his or her scheduled workday. (This policy does not apply to employees who receive annual premium pay for standby duty under 5 U.S.C. 5545(c)(1) or to firefighters who are covered by the special pay provisions of 5 U.S.C. 5545b.)

² Because Public Law 117-17 does not have a specific effective date, it is effective at the beginning of the day on which it was signed.

- If an employee has an “in-lieu-of” holiday on Friday, June 18, and had a scheduled 9-hour workday under a flexible work schedule, an agency may grant 1 hour of administrative leave under these special circumstances, since the Juneteenth holiday was not established until June 17 near the end of a biweekly pay period, which did not allow the employee time to adjust his or her flexible schedule.

For general pay and leave administration guidance please refer to the following fact sheets:

- [Fact Sheet: Federal Holidays - Work Schedules and Pay](#)
- [Fact Sheet: Federal Holidays - "In Lieu Of" Determination](#)
- [Fact Sheet: Federal Holidays](#)
- [Flexible Work Schedules](#)
- [Compressed Work Schedules](#)
- [Premium Pay \(Title 5\)](#)
- [Compensation Main Page](#)

Employees of agencies not covered by title 5 authorities governing holidays and related matters (e.g., the U.S. Postal Service, the Federal Aviation Administration, and the Transportation Security Administration), as well as employees of Federal contractors should contact their supervisor (or contract officer) to obtain information on their pay and leave entitlements for the Juneteenth holiday. (Employees who submit personal inquiries will be directed to contact their agency human resources office.)

Additional Information

For additional information, agency headquarters-level human resources offices may contact OPM at pay-leave-policy@opm.gov. Component-level human resources offices must contact their agency headquarters for assistance. Employees must contact their agency human resources offices for further information on this memorandum.

cc: Chief Human Capital Officers (CHCOs), Deputy CHCOs, and Human Resources Directors

Attachment: [Juneteenth National Independence Day Act](#) (Public Law 117-17, June 17, 2021)



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: 9/14/2021

TITLE: Federal “American Rescue Plan” Act Funding for Henniker

INITIATED BY: Joseph Devine, Town Administrator

PREPARED BY: Joseph Devine, Town Administrator

PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

We have been reporting to the Board since March about the approval of Congress and the President of the federal “American Rescue Plan” Act (ARPA) which is providing a total of \$1.9 billion for the continued response to the Covid-19 pandemic and resulting concerns and issues. Among the provisions are funds to be directly provided to cities and towns throughout the country, including Henniker.

We have received the first payment of funds to Henniker which totaled \$262,666.32. We have received formal confirmation the Town will receive a total \$525,333 in direct assistance. We will received the second payment in the 2022 fiscal year.

The \$525,333 for Henniker is part of a total \$19.5 billion for “non entitlement units of government” nationwide, of which \$112 million going to 229 Granite State communities. The individual community amounts are based on the 2019 Census data to identify populations eligible for assistance.

Allocated in two separate “tranches: or payments, the first distribution will be one-half of the total amount allocated to the community. The second distribution is to come 12 months after the receipt of the first payment. This would suggest Henniker can anticipate receiving \$262,666,32 in 2021 and 2022 from the ARPA funding.

The federal law provides the municipalities have until December 31, 2024, to obligate how they are going to spend this money and until December 31, 2026, to spend all of the money. We anticipate that we will be required to do reporting at least annually to the US Treasure about our use of these funds.

Allowed uses of the funds are broadly outlined in the legislation. ([US Treasury’s Interim Final Rule](#)) The following are the areas where ARPA funds may be used:

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;

- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replaced lost public sector revenue, using this funding to provide government services to the extent of the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Of the categories, the one which appears to provide the greatest flexibility to the Town is calculation of revenue loss. In this are, broad latitude is provided for the provision of government services as the Covid-19 connection is determined to be the loss of revenue itself and not necessarily how the money is spent.

“Government services can include, but are not limited to, maintenance or pay-go funded building of infrastructure, including roads, modernization of cyber security, including hardware, software and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.” (Federal Register – Vol 86, No. 93 – May 17, 2021)

I am looking to see if the Board has any ideas on where they would like to see the money spent. Secondly I would like to bring the Department Heads together to prepare a list of potential uses of the federal ARPA funds for the Board’s discussion and consideration.

Legal Authority: N/A

Financial Details: N/A

Suggested Action/Recommendation:

Suggested Motion:

No formal motion is necessary. Just a consensus of the Board to proceed with preparing a list of potential uses of the Federal ARPA funds.

STATEMENT OF REMITTANCE

VOUCHER NUMBER	INVOICE NUMBER	DESCRIPTION	CONTACT INFORMATION	DATE	AMOUNT
5047900	NH0045	LFRF TRAUNCH 1 PAYMENT	Rhonda.d.hensley-g@goferr.nh.gov	07/26/21	262,666.32

If you have further payment questions, reference the contact information provided next to the line item in question.

TOTALS: \$262,666.32

INFORMATION MESSAGE

Questions On Your Payment?

Please use the contact information provided above in the fourth column from the left.

State of New Hampshire
Office of State Treasurer
25 Capitol Street - Rm. 121
Concord, NH 03301



Bank of America
Concord, NH

07/30/21

2272319

DIRECT DEPOSIT ADVICE

PAY EXACTLY *VOID VOID VOID VOID VOID VOID VOID VOID*

\$ *262,666.32**

NON-NEGOTIABLE

PAY TO THE ORDER OF **TOWN OF HENNIKER**
Treasurer
18 Depot Hill Rd
Henniker NH 03242
177404



Town Hall
18 Depot Hill Road
Henniker, NH 03242

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

Incorporated November 10, 1768
"Only Henniker on Earth"

TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 8/16/2021

TITLE: Renewal of Discretionary Preservation Easement Contract

INITIATED BY: Helga Winn – Assessing Technician

PREPARED BY: Helga Winn – Assessing Technician

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

AGENDA DESCRIPTION:

Martha B. Davis, Trustee of the Martha B. Davis Revocable Family Trust, has applied for the renewal of the existing Discretionary Preservation Easement of lots 639-B, 639-BX, and 639-A. The three applications were reviewed by the Town's contracted assessor and recommended for approval. The renewal contract for the barn and sheds was reviewed by town council and recommended for approval. Ms. Davis will be at the public hearing to answer any questions. The contract is for another 10-year term, to expire on March 31, 2031. The barn and sheds are to be assessed during the term at 25% of full assessment value, as stated in the contract. All documents are attached.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

Concur

Suggested Action/Recommendation:

Suggested Motion:



CORCORAN CONSULTING ASSOCIATES, INC.

TO: Board of Selectmen, Town of Henniker

FROM: Monica Hurley, Assessing Agent

DATE: August 24, 2021

RE: Discretionary Preservation Easement Renewal Application Recommendation
Martha B. Davis Revocable Family Trust
Map 1 Lot 639-B
Map 1 Lot 639-A
Map 1 Lot 639-BX

The above referenced taxpayer has filed a renewal application under RSA 79-D to request a discretionary preservation easement be continued from April 1, 2021 through March 31, 2031. The renewal application has been reviewed and is compliant from the assessing department's standpoint.

The lots and structures as part of this discretionary preservation easement are as follows:

Map 1 Lot 639-B: located at 98 Huntington Road has a barn of 37' x 60' which has a loft and basement area built in the mid 1800's. The land under the barn and surrounding contains 3,431 square feet.

Map 1 Lot 639-A: located at 88 Huntington Road has a 16' x 33" shed built in 1913 for the storage of farm equipment. The land under the shed and surrounding is 740 square feet.

Map 1 Lot 639-BX: located at 99 Huntington Road has two sheds one is 12' x 12' known as the "bucket house" built in 1915 and was used for storage of sap buckets and wood. The other shed is 12' x 18' and is known as the "shoe shop/sap house" which was built in the early 1800's as a shoe manufacturing shop and was converted later to a sap house. The land under the sheds and surrounding contains 496 square feet.

The terms of the discretionary preservation easement are outlined clearly and concisely in the deed for the coming term and are industry standard.

I would recommend the Board approve this renewal application as it is in order and fully in compliance with RSA 79-D.

TOWN OF HENNIKER
DISCRETIONARY PRESERVATION EASEMENT DEED

I, Martha B. Davis, Trustee, of the Martha B. Davis Revocable Family Trust, with a mailing address of 98 Huntington Road, Henniker, New Hampshire 03242, (hereinafter "Grantor") for myself, successors and assigns, for consideration paid, grant to the Town of Henniker, County of Merrimack, State of New Hampshire, with a mailing address of 18 Depot Hill Road, Henniker, New Hampshire 03242, a Discretionary Preservation Easement in accordance with the provisions of RSA 79-D for a term of 10 years, beginning April 1, 2021 and terminating on March 31, 2031, on the following historic agricultural structures, including the land necessary for the function of the buildings located in the Town of Henniker, and, described as follows:

Map 1, Lot 639-B

A portion of Map 1, Lot 639-B in the Town of Henniker, located at 98 Huntington Road, recorded in Volume 2689, Page 1365 at the Merrimack County Registry of Deeds. The structure is a 37' x 60' barn, with loft and basement, which was constructed in the mid-1800's. The curtilage for use of the structure is 3,431 square feet.

Map 1, Lot 639-A

A portion of Map 1, Lot 639-A in the Town of Henniker, located at 88 Huntington Road, recorded in Volume 2689, Page 1370, at the Merrimack County Registry of Deeds. The structure consists of a 16' x 33' shed, built in 1913 by Henry Huntington, which was used for the storage of farm implements. The curtilage for use of the structure is 740 square feet.

Map 1, Lot 639-BX

A portion of Map 1, Lot 639-BX in the Town of Henniker, located at 99 Huntington Road, recorded in Volume 2689, Page 1365 at the Merrimack County Registry of Deeds. The structures consist of two sheds. The 12' x 12' "bucket house" was built in circa 1915 by Henry Huntington. It was used for storage of sap buckets and wood.

The 12' x 18' "shoe shop/sap house" was built in the early 1800's as a shoe manufacturing shop by the Sawyer family, who were Quakers. It was converted to a sap house by Henry Huntington. It rests on stones and still contains a brick chimney.

The curtilage for the two sheds is 496 square feet.

The Town of Henniker agrees that the barn and sheds provide a demonstrated public benefit in accordance with the provisions of RSA 79-D:11. The property is located on Huntington Road and Quaker Street and is part of the neighborhood known as the "Quaker District". The structures are adjacent to a public highway. The property and structures are a part of the Sawyer Farm. Nathan Sawyer was a Henniker Selectman and New Hampshire State Representative. The property was subsequently purchased by Henry Huntington and then James C. Davis, Sr. It is subject to a permanent conservation easement, held by the Society for the Protection of New Hampshire Forests.

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

Maintenance of the property. Grantor, her successors and assigns, agree to maintain the barn and sheds in a use and condition in keeping with its historic integrity and character during the term of the easement, consistent with the purposes of RSA 79-D.

Assessment of the barn and sheds. Grantor, her successors and assigns and the Town of Henniker, agree that the barn and sheds shall be assessed during the term of the Discretionary Preservation Easement, based on twenty-five (25%) of full value assessment.

The assessment shall be based on the barn's and sheds' use as historical agricultural structures, and shall not be increased because the owner undertakes maintenance and repairs designed to preserve the structure.

Release, expiration, renewal, consideration.

- I. Release. Grantor, her successors and assigns, may apply to the Board of Selectmen of the Town of Henniker for a release from all or a portion of the foregoing Discretionary Preservation Easement upon a demonstration of extreme personal hardship. Upon release from such easement, or portion thereof, Grantor, her successors and assigns, shall pay the following consideration to the tax collector of the Town of Henniker:
 - a. For a release within the first half of the 10-year easement, or portion thereof, 20 percent (20%) of the RSA 75:1 full value assessment of the barn or a shed and land.
 - b. For a release within the second half of the 10-year easement, or portion thereof, 15 percent (15%) of the RSA 75:1 full value assessment of the barn or a shed and land.

- II. Renewal. Upon expiration of the term of the Discretionary Preservation Easement, Grantor, her successors and assigns, may apply for a renewal, and Grantor, her successors and assigns, and the Town of Henniker shall have the same rights and duties with respect to the renewal application as they did with respect to the original application.
- III. Expiration. Upon final expiration of the terms of the Discretionary Preservation Easement there shall be no payment due from the Grantor.
- IV. In the event that the barn or one of the sheds is destroyed by fire, storm, or other unforeseen circumstance not within the control of Grantor, her successors and assigns, the preservation easement shall be released without penalty.
- V. If, during the term of the preservation easement, Grantor, her successors and assigns, shall fail to maintain the barn or one of the sheds in conformity with the foregoing agreement, or shall cause the barn or a shed to significantly deteriorate or be demolished or removed, the preservation easement shall be terminated, and a penalty assessed in accordance with Paragraph I (a) and (b) above.

Enforcement.

When a breach of this Easement comes to the attention of the Henniker Board of Selectmen, it shall notify the Grantor, her successors and assigns, subject to the Easement, in writing of such breach, delivered in hand or by certified mail, return receipt requested.

Grantor, her successors and assigns, shall have 30 days after receipt of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the conditions constituting said breach and to notify Grantor, her successors and assigns thereof.

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

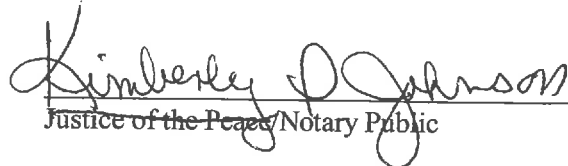
The Town of Henniker, by accepting and recording this Discretionary Preservation Easement Deed agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein provided for and incumbent upon the Town of Henniker, in all furtherance of the preservation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

WITNESS our hand this 20 day of AUGUST, 2021.


Martha B. Davis, Trustee

STATE OF NEW HAMPSHIRE
Merrimack County

Appeared before me this 20th day of August, 2021, the above signed Martha B. Davis, Trustee of the Martha B. Davis Revocable Family Trust, known to me or satisfactorily proven to be the same, and acknowledged that she executed the same for the purposes therein contained.


Justice of the Peace/Notary Public

KIMBERLY I. JOHNSON
Notary Public - New Hampshire
My Commission Expires May 2, 2023

ACCEPTED this _____ day of _____, 2021

Town of Henniker
By its Board of Selectmen

Kris Blomback, Chair

Tia Hooper, Vice-Chair

Peter Flynn, Selectman

D. Scott Osgood, Selectman

Leon Parker, Selectman

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME DAVIS (TRUSTEE)		FIRST NAME MARTHA	
	LAST NAME MARTHA B DAVIS REVOC FAMILY TST		FIRST NAME	
	STREET ADDRESS 98 HUNTINGTON RD.			
	STREET (continued)			
	TOWN/CITY HENNIKER		STATE NH	ZIP CODE 03242

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

PLEASE TYPE OR PRINT	STREET 98 HUNTINGTON RD.				
	TOWN/CITY HENNIKER			COUNTY MERRIMACK	
	NUMBER OF ACRES 10.3	MAP # 1	LOT # 639-B	BOOK # 3586	PAGE # 0313
	CHECK ONE: Original Application <input type="checkbox"/>			Renewal <input checked="" type="checkbox"/>	Tax Year 2021

STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

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

Scenic enjoyment & historic importance

See attached supporting documentation.

How many square feet will be subject to the easement?
 Land 3,431 sf; Bldg 2,220 sf

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) <i>Martha B. Davis</i>	SIGNATURE (in black ink) <i>Martha B. Davis</i>	DATE <i>3/29/2021</i>
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

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

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

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

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

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

STEP 7 DOCUMENTATION

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

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

GENERAL INSTRUCTIONS

WHO MUST FILE	Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.
WHAT TO FILE	Land owners submitting a completed application, Form PA-36-A, shall also: Submit a map showing: (a) The location of the historic agricultural structure; and (b) The number of square feet to be included in the discretionary preservation easement.
WHEN TO FILE	A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.
WHERE TO FILE	Once completed and signed in black ink, this form and attachments shall be filed as follows: Original: Register of Deeds Copy: Local Assessing Officials Copy: Land Owner
APPEALS	If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.state.nh.us/btla . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial.
ADA	Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.
NEED HELP	Contact your local municipality or the Property Appraisal Division at (603) 271-2687

LINE-BY-LINE INSTRUCTIONS

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

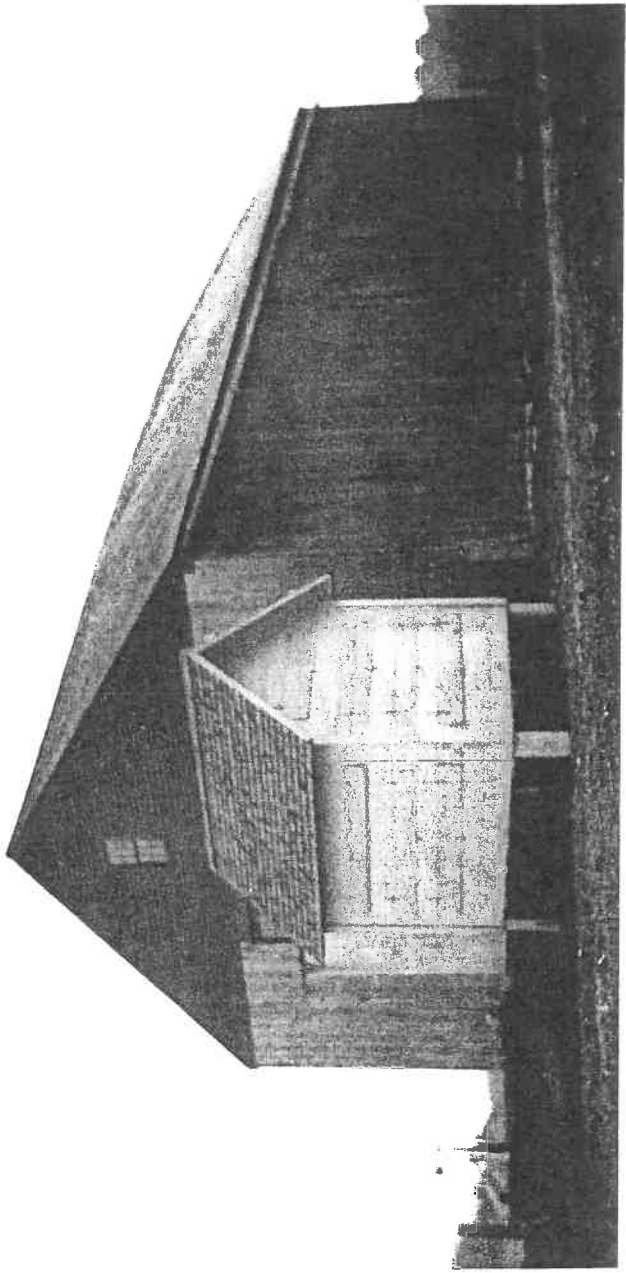
Barn

Lot 639.B

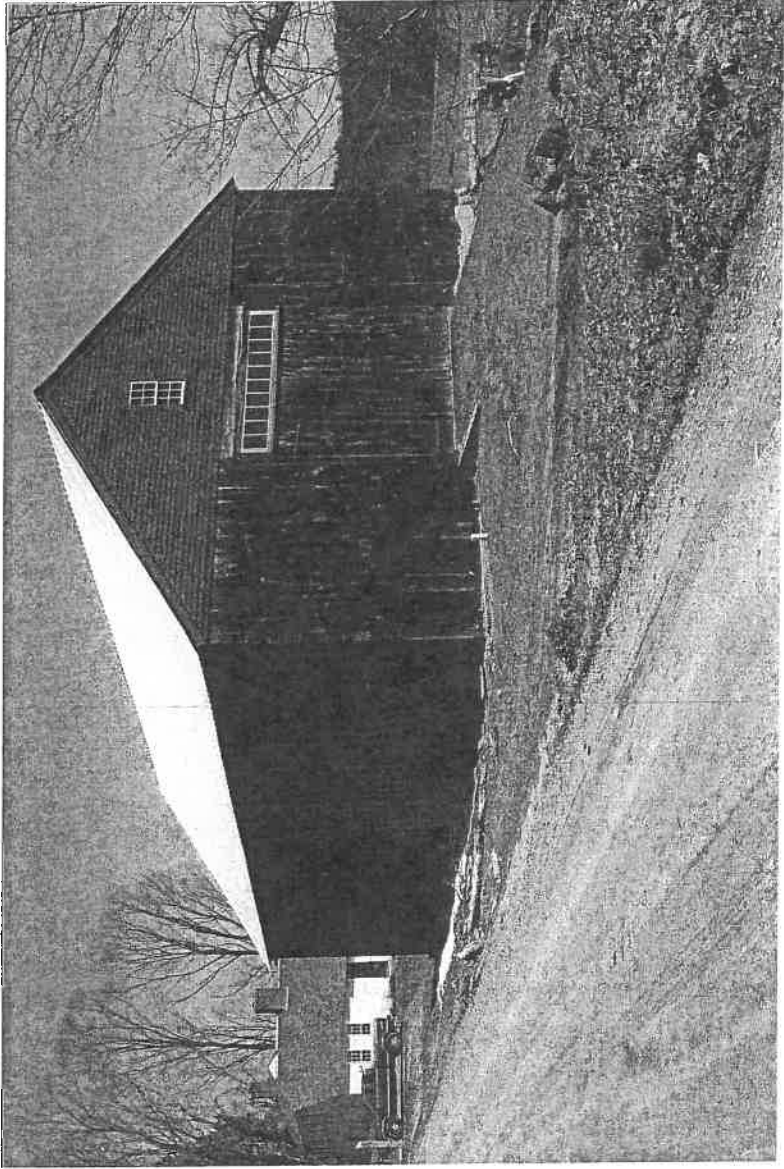
The barn was likely built in the early to mid 1800's. There is no record of the construction date. The Sawyer family owned and farmed this property from 1799 to 1890 as did the Huntington family from 1890 to 1950.

The southeast side facing the field contains the milking parlor. The original wood stanchions complete with leather straps on the wood latches are all there. There are 3 stalls on the same back side; 2 for the team of oxen and one for the horse. The hay lofts have their original hand made ladders (still sturdy) on one side and the other side has the original stairs leading up to the lofts.

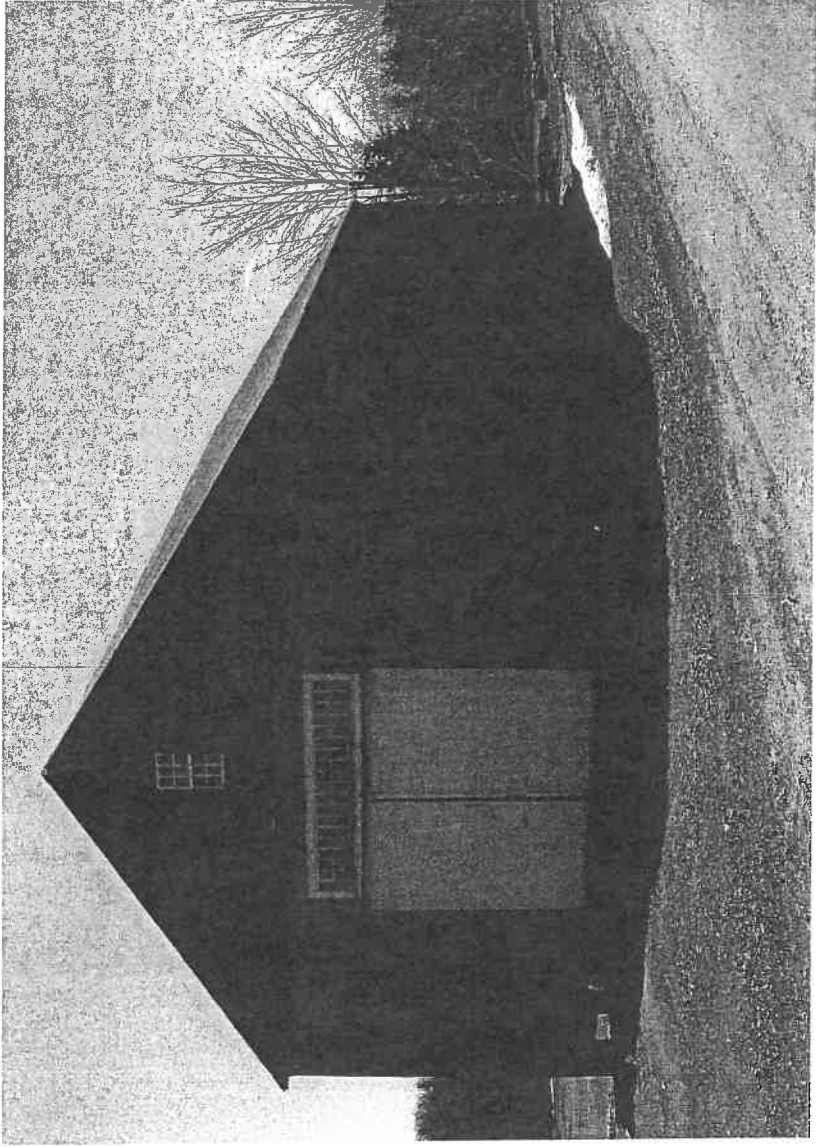
The barn is in good condition. It has a good metal roof and recently sided gable ends. It has been lifted off its granite foundation, straightened and leveled, has had necessary sill repair, and extensive but unseen drainage installed on all 4 sides. It was set back down on the original foundation. The barn is well preserved and retains most of its original features. At some point it will need new pine siding. Currently, the barn is used for a summer workshop and storage typical of many old NH barns no longer used for agriculture. There are 3 stone lined ramps; one at each gable end and a curved ramp on the back leading up to the milking parlor.



C. 1916



2011



2011

FORM
PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME DAVIS (TRUSTEE)	FIRST NAME MARTHA
	LAST NAME MARTHA B DAVIS REVOC FAMILY TST	FIRST NAME
	STREET ADDRESS 98 HUNTINGTON RD.	
	STREET (continued)	
	TOWN/CITY HENNIKER	STATE NH

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

PLEASE TYPE OR PRINT	STREET 99 HUNTINGTON RD.				
	TOWN/CITY HENNIKER			COUNTY MERRIMACK	
	NUMBER OF ACRES 2.431	MAP# 1	LOT# 639-BX	BOOK# 3586	PAGE# 0313
	CHECK ONE: Original Application <input type="checkbox"/>			Renewal <input checked="" type="checkbox"/>	
				Tax Year 2021	

STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

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

scenic enjoyment & historic importance

See attached supporting documentation

How many square feet will be subject to the easement?
Land 496 sf; Bldg 360 sf

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) Martha B. Davis	SIGNATURE (in black ink) <i>M.B. Davis</i>	DATE 3/29/2021
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

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

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

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

STEP 7 DOCUMENTATION

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

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

GENERAL INSTRUCTIONS

WHO MUST FILE	Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.
WHAT TO FILE	Land owners submitting a completed application, Form PA-36-A, shall also: Submit a map showing: (a) The location of the historic agricultural structure; and (b) The number of square feet to be included in the discretionary preservation easement.
WHEN TO FILE	A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.
WHERE TO FILE	Once completed and signed in black ink, this form and attachments shall be filed as follows: Original: Register of Deeds Copy: Local Assessing Officials Copy: Land Owner
APPEALS	If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.state.nh.us/btla . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial.
ADA	Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.
NEED HELP	Contact your local municipality or the Property Appraisal Division at (603) 271-2687

LINE-BY-LINE INSTRUCTIONS

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

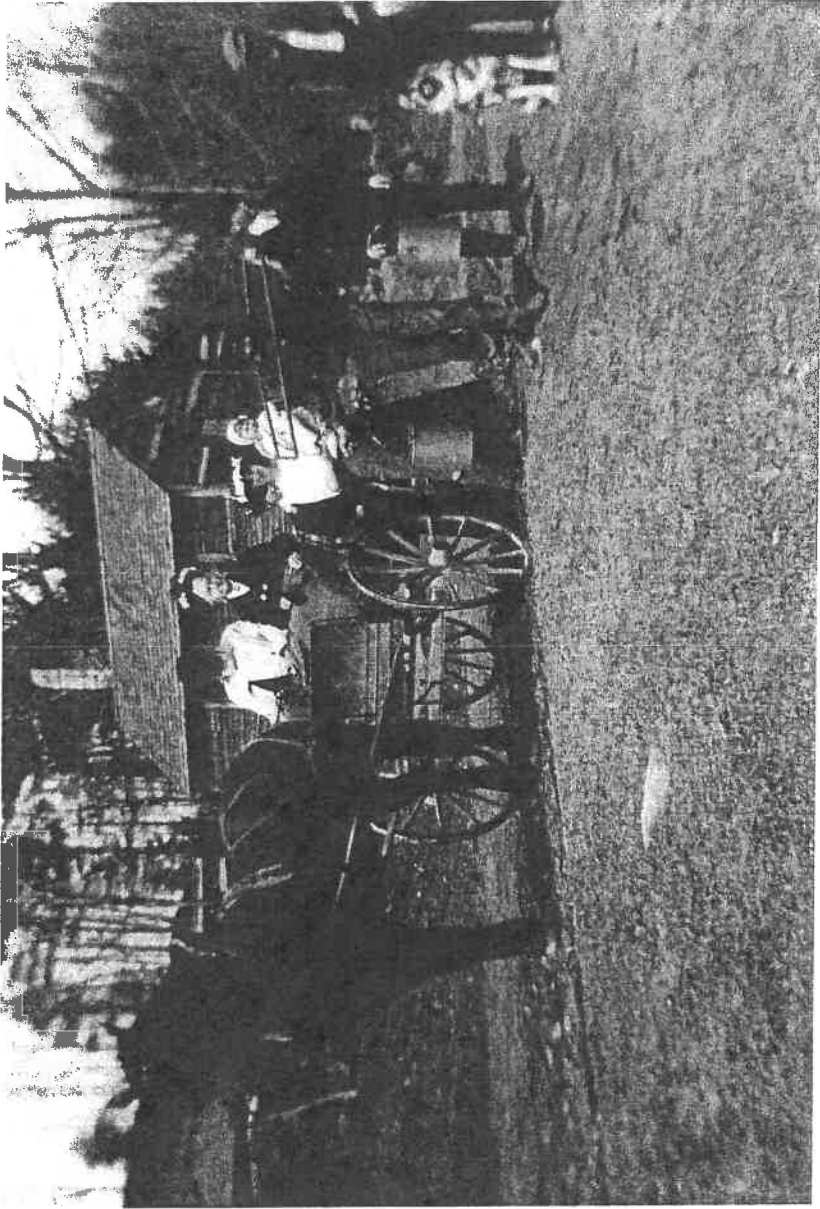
Shoe Shop/Sap House

LOT 639.BX

This building was built in the early 1800's as a shoe manufacturing shop by the Sawyer family who moved up from Weare in 1799. They were Quakers. They would take a wagon down to Lowell, MA and pick up pre-cut shoe pieces from a factory there. The Sawyers, and maybe other people from the neighborhood as well, sewed and assembled the shoes around appropriately sized wooden foot forms in this little shop. When they completed the order they brought the finished shoes back down to Lowell, got paid, and repeated the process. Just imagine a wagon ride to Lowell!

The Sawyer family sold the farm to Henry Huntington in 1894. The Huntingtons converted it for use as a sap house which was in use through the 1940's. Mr. Huntington died in 1950 and the Davis family (the current owners in 2011) bought it from the Huntingtons in 1953.

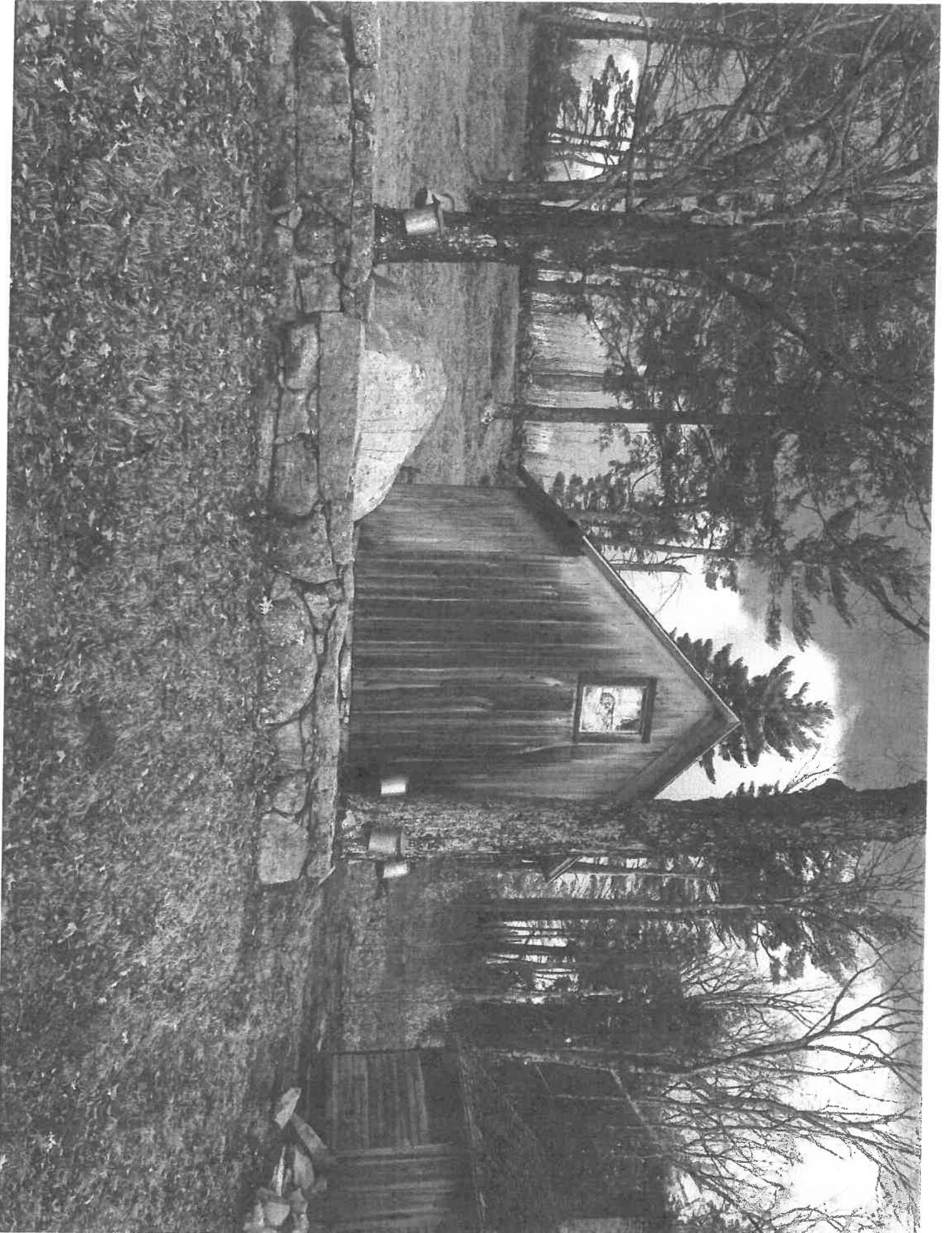
The shoe shop/sap house is in poor condition. It needs sills, siding, and a rear window. It does have an excellent roof. The wrought iron door latch is an original Quaker style of which there are 2 other examples across the street in the house. It will be saved as it is iconic to both the farm and the Quaker District neighborhood.



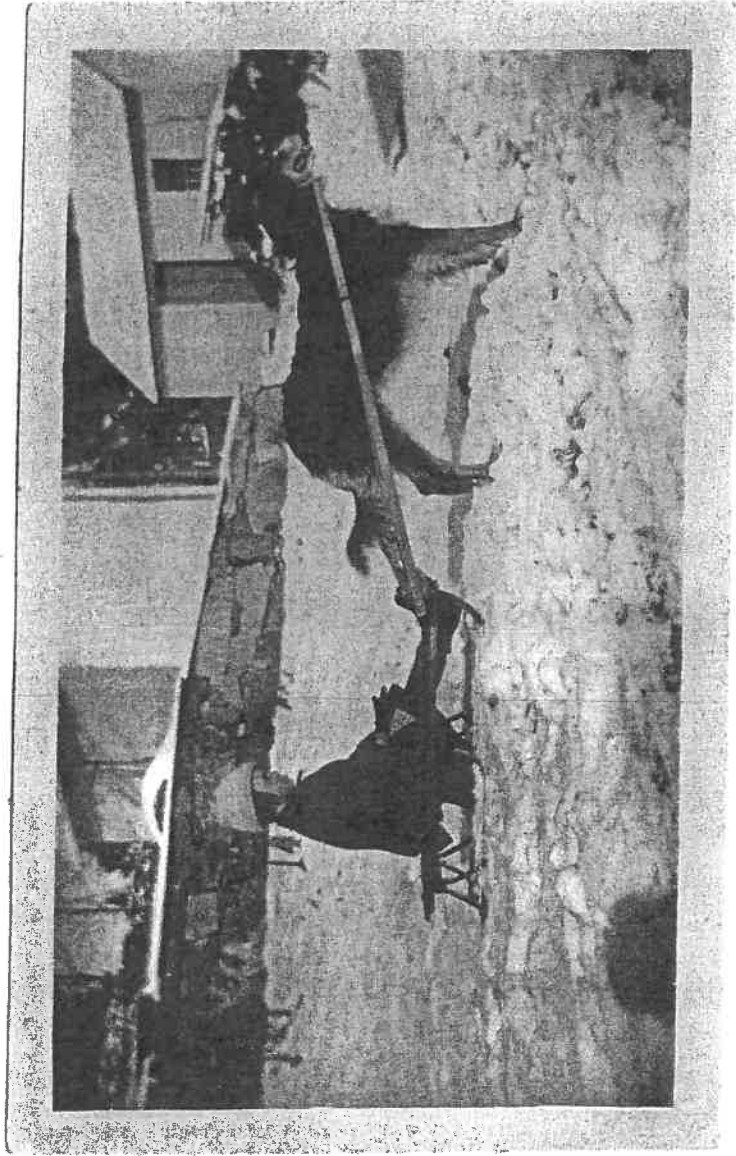
Lot 639. BX

Bucket House

The Huntington bucket house was built around 1915 by Henry Huntington. It was used for storage of the sap buckets and some wood for the sap evaporator. It's essentially empty now. It's in pretty good condition and has a good asphalt shingle roof. It needs, and will get, some paint and repair to the soffet boards.



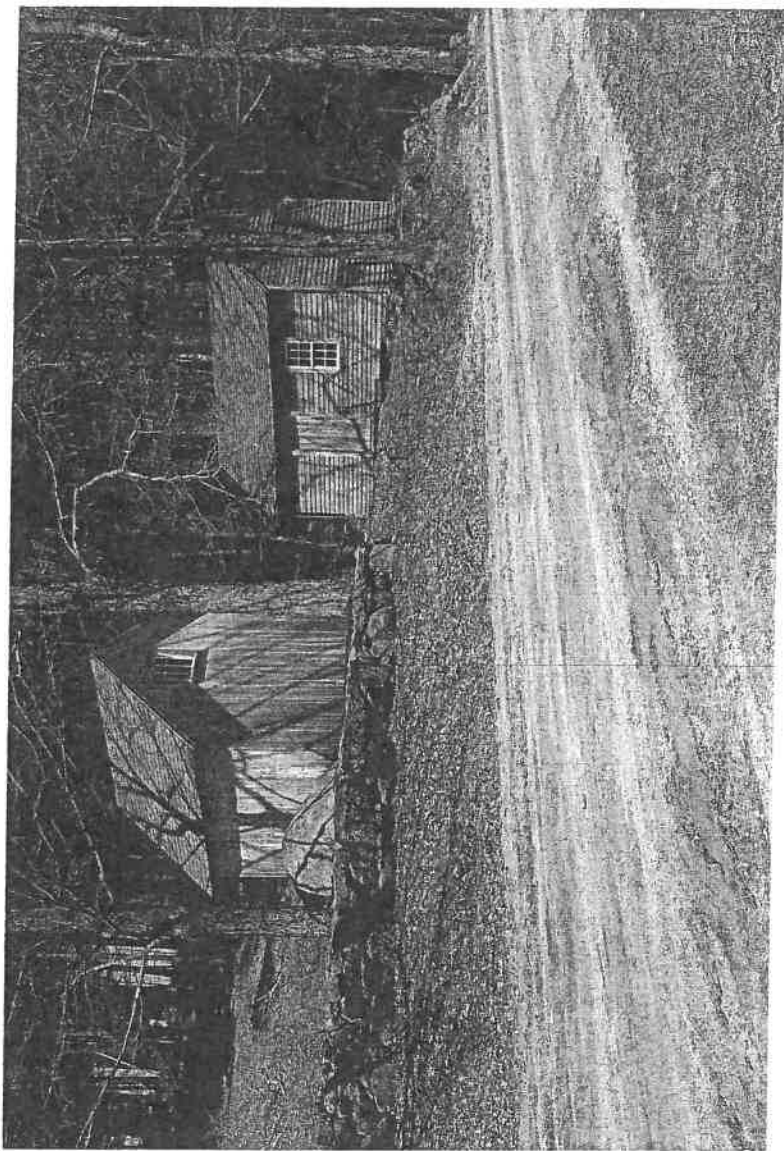
2021 Spring



BUCKETS HOUSE & SHOE SHOP
1910'S

BUCKET
HOUSE

SHOE
SHOP



2011

GUARANTEED PURE

MAPLE SYRUP

— PUT UP BY —

HENRY F. HUNTINGTON

HENNIKER, N. H.

NET WEIGHT 11 POUNDS

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME DAVIS (TRUSTEE)	FIRST NAME MARTHA
	LAST NAME MARTHA B DAVIS REVOC FAMILY TST	FIRST NAME
	STREET ADDRESS 98 HUNTINGTON RD.	
	STREET (continued)	
TOWN/CITY HENNIKER	STATE NH	ZIP CODE 03242

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

PLEASE TYPE OR PRINT	STREET 88 HUNTINGTON RD			
	TOWN/CITY HENNIKER		COUNTY MERRIMACK	
	NUMBER OF ACRES 19.00	MAP # 1	LOT # 639-A	PAGE # 0313
	CHECK ONE: Original Application <input type="checkbox"/>		Renewal <input checked="" type="checkbox"/>	Tax Year 2021

STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

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

scenic enjoyment & historic importance.

See attached supporting documentation

How many square feet will be subject to the easement? **Land 740 sf; Bldg 528 sf**

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) Martha B. Davis	SIGNATURE (in black ink) <i>Martha B. Davis</i>	DATE 3/29/2021
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

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

STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS

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

STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS

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

STEP 7 DOCUMENTATION

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

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

GENERAL INSTRUCTIONS

WHO MUST FILE	Form PA-36-A, Discretionary Preservation Easement Application, shall be used by owners of historic agricultural structures applying for a discretionary preservation easement in accordance with RSA 79-D:3.
WHAT TO FILE	Land owners submitting a completed application, Form PA-36-A, shall also: Submit a map showing: (a) The location of the historic agricultural structure; and (b) The number of square feet to be included in the discretionary preservation easement.
WHEN TO FILE	A completed Form PA-36-A, and a map of the land to be subject to the discretionary preservation easement must be filed on or before April 15 of the tax year the easement is to be granted.
WHERE TO FILE	Once completed and signed in black ink, this form and attachments shall be filed as follows: Original: Register of Deeds Copy: Local Assessing Officials Copy: Land Owner
APPEALS	If an application for a discretionary preservation easement is denied, an applicant may appeal within six months of any such action by the assessing officials in writing to the New Hampshire Board of Tax & Land Appeals or the County Superior Court in accordance with RSA 79-A:9 or RSA 79-A:11. Forms for appealing to the Board of Tax and Land Appeals may be obtained from the NH Board of Tax and Land Appeals, 107 Pleasant Street, Concord, NH 03301 or by calling (603) 271-2578 or by visiting their web site at www.state.nh.us/btla . Be sure to specify that you are appealing a Discretionary Preservation Easement Application denial.
ADA	Individuals who need auxiliary aids for effective communication in programs and services of the department are invited to make their needs and preferences known to the NH Department of Revenue Administration.
NEED HELP	Contact your local municipality or the Property Appraisal Division at (603) 271-2687

LINE-BY-LINE INSTRUCTIONS

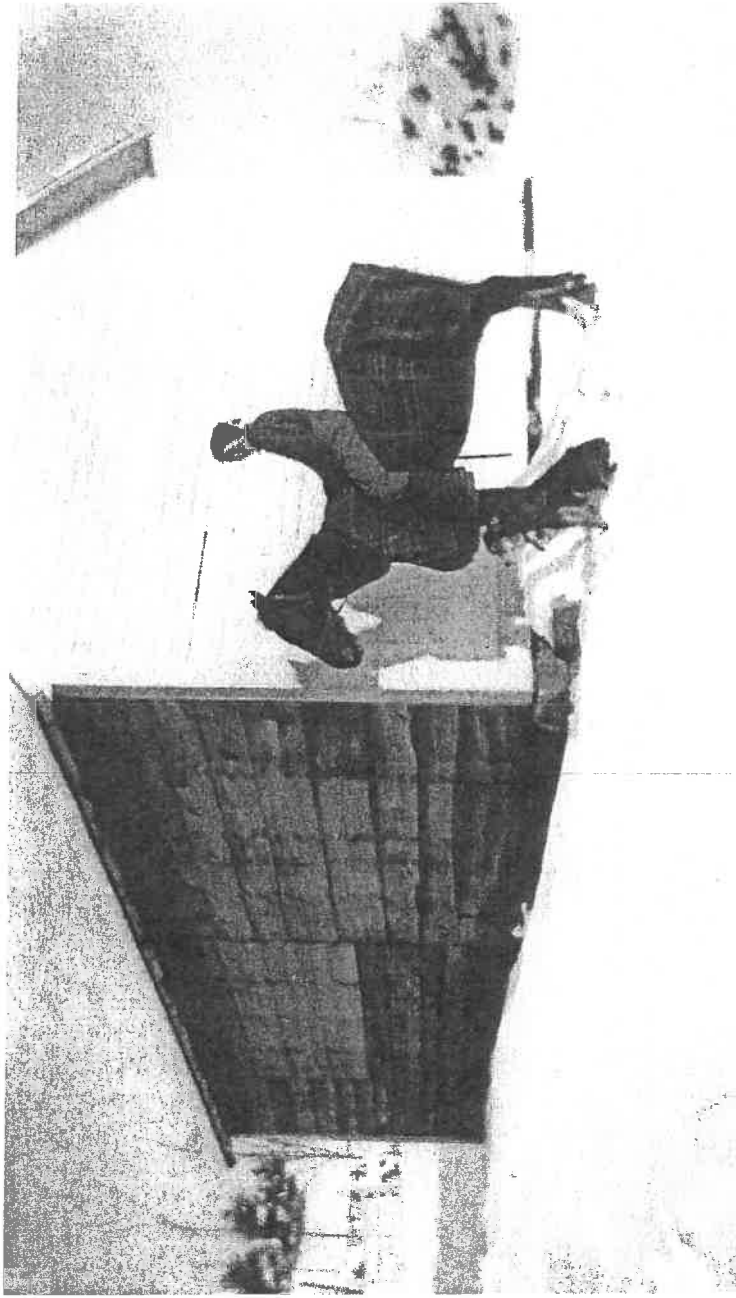
STEP 1	Enter the complete name(s), address, municipality, state and zip code of the property owner(s) requesting a discretionary preservation easement under RSA 79-D:3.
STEP 2	Enter the location information of the land and Historic Agricultural Structure being classified in the spaces provided. Check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

Lot 639. A

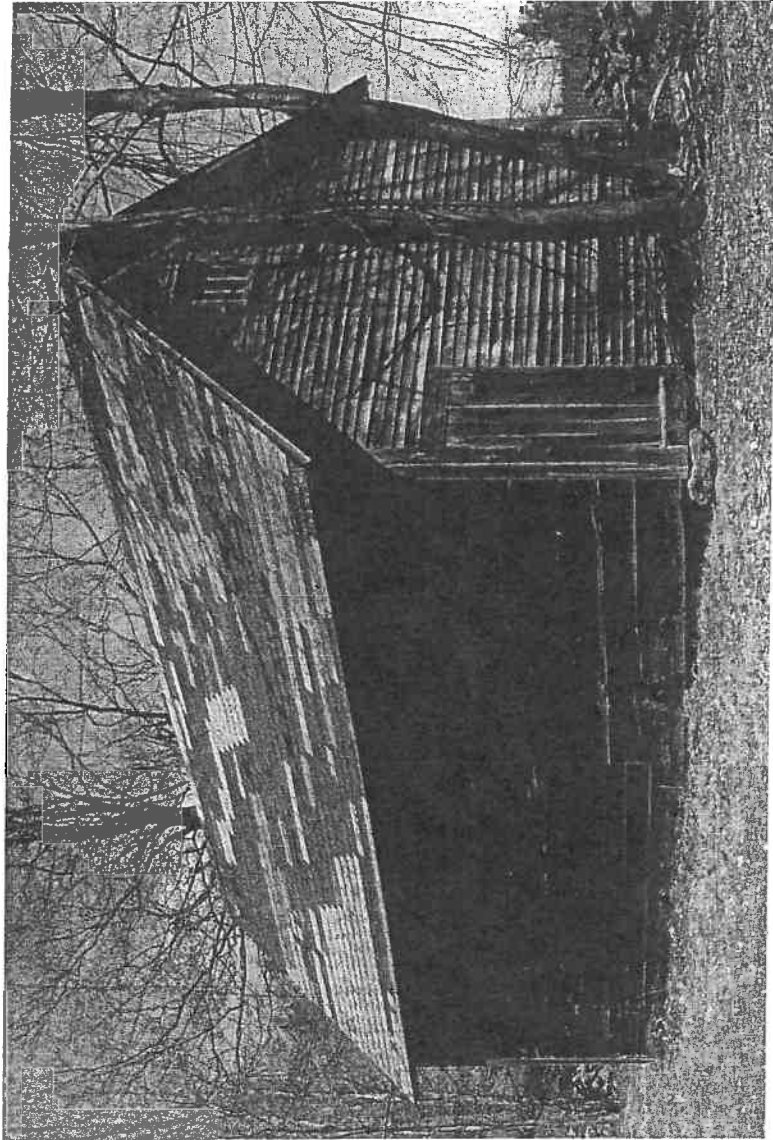
Tool Shed/Tool House

The tool shed was built in Sept., 1913 by Henry Huntington. It was used to keep the horse drawn, ground driven implements of the day out of the weather. These would include the mowing machine, tedder, manure wagon, plows, harrows, etc.

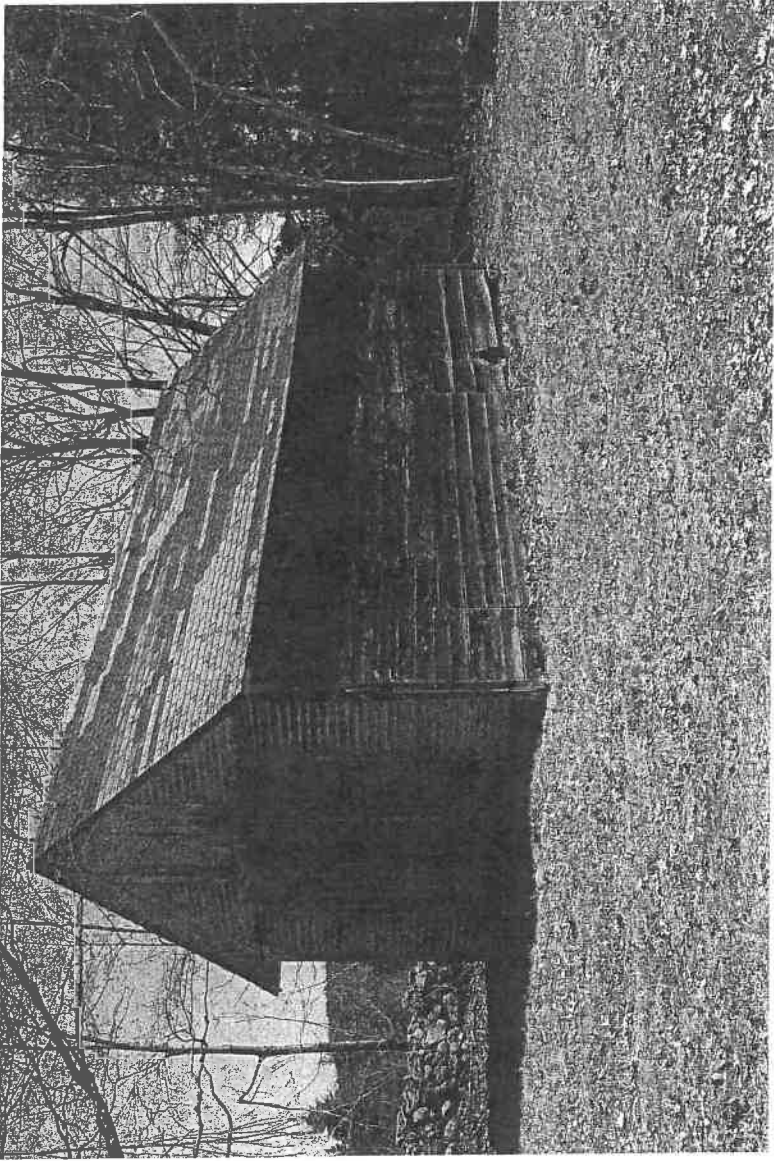
Its condition is fair to good. It needs floor repair, the siding tightened up and repaired, and a new roof. However, no leaks have been detected in the current roof. It was used for storage of old farm equipment by a neighbor for the last 40 years but is now essentially empty.



1915



2011



1102

March 29, 2021

Town of Henniker, NH
18 Depot Hill Rd.
Henniker, NH 03242

RECEIVED

MAR 31 2021

TWN CLK/TAX COLLECTOR
HENNIKER, NH

To the Selectmen's Office:

I am submitting the renewal applications for the Discretionary Preservation Easement for the outbuildings on following lots:

639-A 88 Huntington Rd

639-B 98 Huntington Rd,

639-BX 99 Huntington Rd

Included with the renewal applications is supporting documentation for the scenic enjoyment and historic importance of these outbuildings for the residents of Henniker and visitors to the area. A brief history of the buildings and pictures through the years describe the activities of the original Quakers who lived here as well as the preservation measures taken by the Davis family who has owned the property since 1953.

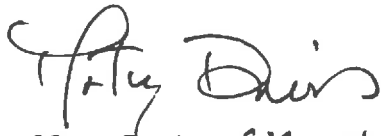
Updates of preservation work since the original Preservation Easement was approved in 2011 include re-siding of the barn on lot 639-B in 2012 and improvements currently being made to the shoe shop on lot 639-BX. Maintenance work is expected to continue on the buildings in order to preserve these historic treasures.

Of note is our barn, which until the recent update to the Town of Henniker's website, was featured as one of the photos on the homepage. Terri Trier, a well-known Henniker photographer, also photographs our outbuildings on many occasions. Her photos can be found in her cards and prints for sale around town, as well as some high school senior's yearbook portraits. Each spring, the Intervale Pancake House taps the maple trees that line Huntington Road, adding seasonal enjoyment for those

traveling our road. Some of the sap buckets currently collecting sap were originally owned by Henry Huntington, who housed them in the "bucket house".

With the renewal of Discretionary Preservation Easement, we will be able to continue to save these buildings for all to enjoy and remember a piece of Henniker history.

Should you have any questions regarding the renewal application, please contact me. Thank you for your consideration.

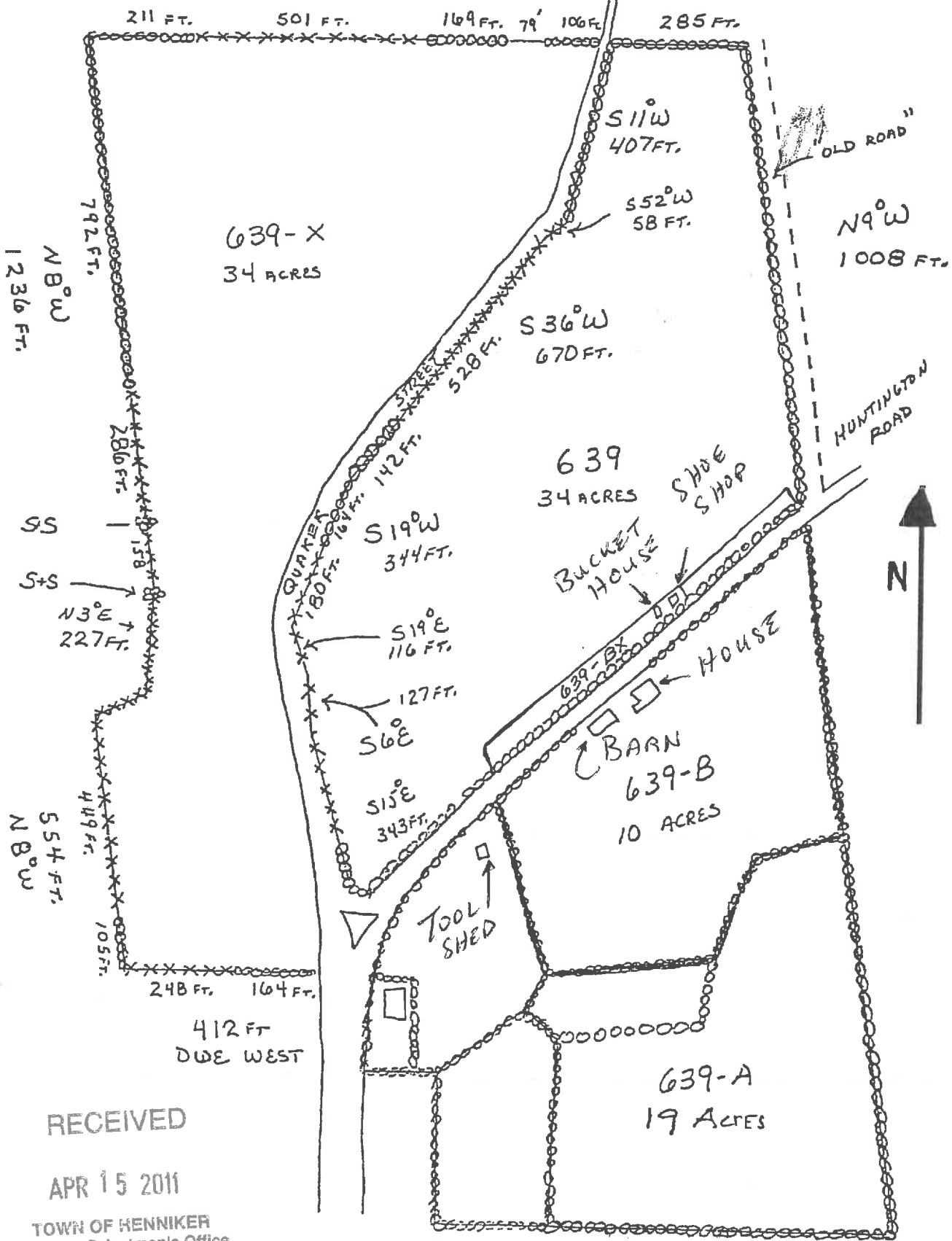
A handwritten signature in black ink that reads "Marty Davis". The signature is written in a cursive, flowing style.

Marty Davis (Martha B. Davis)
98 Huntington Rd.
428-6695

HUNTINGTON Kd.
 HENNIKER
 JAMES C. DAVIS JR. PROPERTY TRUST

DUE WEST
 1066 FT.

DUE WEST
 285 FT.



RECEIVED

APR 15 2011

TOWN OF HENNIKER
 Heniker Selectmen's Office

Overview

The Sawyer, Huntington, Davis farm is on 100 +/- acres in the SW corner of Henniker on Huntington Rd. & Quaker St. The house and most of its outbuildings survive intact in their original configuration. Some out buildings have disappeared over the years, such as the ice house, corn crib, and hen house. The remaining buildings; the barn, shoe shop, bucket house, and tool shed are exactly the way they were when built. Nothing has been changed inside or out with the exception of roofs and other maintenance. This property is iconic to the neighborhood known as the Quaker District. Every property on Huntington Rd. and around the corner on Quaker St. was owned and operated by the Huntington family at one time.

All buildings, including the house, are visible from Huntington Rd. All but one (tool shed) are within 15 ft. of the road. The tool shed is approx. 50-60 ft. from the road. The town road bisects the house/barn and the bucket house/shoeshop, presenting passers-by with a view of a typical NH farm dating back to the early 1800's. The buildings are excellent examples of their types. The shoe shop is unique to our knowledge. (See shoe shop description.) None of the construction has been altered. The buildings, together with the mowed fields and neat stonewalls offer a setting of accurate historic character. See individual descriptions of buildings for use and condition.

The shoe shop is in need of the most repair. We will restore (sills, siding, window) as funding becomes available. It has a good roof. The bucket house needs some soffet work and paint. The tool shed needs floor & siding repair. The barn will be re-sided at some point.

History:

The Sawyer family moved here in 1799 from Weare. They were Quakers. They worked the farm for 90 years. Nathan Sawyer, born in the house, was the last Sawyer to own it. He was a Henniker selectman and a NH state representative in addition to working the farm.

Henry Huntington, born down the road (where Albert Aucoin now lives) bought the farm from Sawyer's estate around 1891. He worked the farm until his death in 1950. All the old photos are compliments of Paul Huntington, Henry's grandson. We've been given about 250 photos taken during Henry Huntington's tenure in the neighborhood (1894-1950); a fantastic historic record of the property and people as every photo is dated and captioned.

James C. Davis, Sr. bought the property from the Huntington estate in 1953. The Davis family is the current (2011) owner. This was a summer home and a rental property until 1994 when Martha Davis moved in full time in order to keep it a family home. The property, minus approx. 10 acres, is in a permanent conservation easement with the Society for the Protection of New Hampshire Forests. All but 2-3 acres is in current use. The Davis family is 100% committed to the historical preservation of both the buildings and the land.

The tax relief from the Barn Preservation Easment will go a long way towards ensuring that the Davis family can move forward with restoration with a somewhat lessened burden of property taxes.

DRAFT

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



**Town of Henniker
Board of Selectmen Meeting
Tuesday, August 17, 2021
Henniker Community Center**

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

Member's Excused:

Town Administrator: Joseph R. Devine Jr.

Recording Secretary: Wendy Baker

Guests: Dr. Michele Perkins, Wayne Lesperance, Senator Becky Whitley, Doreen Connor, Heidi Aucoin and Arnie Huftalen

Call to order/Pledge of Allegiance

Chairman Blomback called the meeting to order at 5:00pm

Correspondence

Item 1: Letter from Milli Knudsen – Re: Concert Committee

Item 2: Letter from Community Action Program Belknap-Merrimack Counties, Inc. – Re: Thank you

Consent Agenda

Item 3: Consent Agenda for August 2, 2021

Item 4: Consent Agenda for August 12, 2021

Item 5: Consent Agenda for August 17, 2021

Vice Chair Hooper moved to approve the consent agendas with one piece on hold for Joe to review it with the Town Clerk/Tax Collector. Selectman Osgood seconded. Motion carried 3-0. (Flynn and Parker not present)

At 5:03pm Selectman Parker joined the meeting.

Public Comment #1

Doreen Connor said she was there in regards to Item #10 on the Selectmen's agenda, Update on Zoning Violation for Map 1 Lot 159-C. She stated that in the letter that went to Patenaude Properties from the Building Inspector it seems that he concluded that the use of the property as a dirt bike track is not not a permitted use as well as he asked them to take action to reduce the noise. She went on to say that they have not reduced the noise and in fact have now started using the property for target shooting. Doreen feels that instead of giving them 3 months to file for a

DRAFT

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

Site Plan Review that the Building Inspector and the Board of Selectmen should be ordering a Cease and Desist Order.

New Business

Item 7: Update from New England College

President of New England College, Dr. Michele Perkins spoke to give an update regarding the College and the ongoing state of the Covid virus. She said all faculty, staff and students are required to be vaccinated and went further to say that 90% of faculty and staff and 82% of the students are vaccinated. She said they staggered move-in day.

At 5:07pm Selectmen Flynn joined the meeting.

Provost Wayne Lesperance stated all students had to provide a negative Covid test within 7 days of their arrival. He said that they are striving to reach 100% vaccinated but they do have a few religious and medical exemptions. Wayne went on to say that they are rapid testing on campus, they are limiting the number in class, continue to support social distancing and are following the President's advice of masking for the first 4 weeks of school. He also said that he and the Town Administrator are in contact frequently.

Item 6: Senator Becky Whitley – Legislative update & discussion

Senator Whitley gave the Board a brief synopsis of her background and that she represents District 15. She then went on to give a legislative update, letting the Board know that this was a budget year for the State and that budget was signed on June 25th as well as she briefly went over the different revenue funds.

Selectman Flynn asked Senator Whitley about the fair sharing of toll booth taxes and asked if she supported the effort for municipalities to get reimbursed. Senator Whitley answered she was not familiar with that bill and would get back to him.

Vice-Chair Hooper asked when the wastewater funds that haven't been available to municipalities would return again and when can we see increased funding for road infrastructure for municipalities and State roads? Senator Whitley answered unfortunately there was a lack of support for municipalities when the budget was being discussed. Vice-Chair Hooper also asked if she has spoken with the local Police Chiefs in regards to the Bail Reform Bill. Senator Whitley said she spoke to the Henniker Police Chief last week.

Selectman Osgood asked about the funding for the private schools, will this affect the public schools? Senator Whitley said yes.

Chair Blomback asked if there has been discussion on restoring pension funding for the towns that have signed up in the 70's, 80's & 90's? Senator Whitley said there is always a discussion on that topic and it did not pass this year.

Item 8: Update from Town Clerk

Tabled until the next meeting on September 7th.

DRAFT

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

Item 9: Letter from the Town of Warner

Joe stated the Town received a letter from the Town of Warner regarding Mink Hills Road and they are looking for us to put up “No OHRV” signs at the intersection of Route 114 and Mink Hills Road. Joe said he has spoken to Jim Morse, Chair of the OHRV Committee, who said there is already quite a bit of signage around that area and at the town line they say no OHRV use after this point. Joe said the OHRV Committee agreed that a sign could be put on the trail that says OHRV access ends, but they are against putting it at Route 114. Selectman Parker feels this is something the OHRV Committee should take charge of and make the decision. Selectman Osgood agreed with Selectman Parker. Joe said he could work with the OHRV Committee and report back to the Town of Warner. Chair Blomback took consensus of the Board and they are in agreement for Joe to work with the OHRV Committee and report back to the Town of Warner.

Item 10: Update on Zoning Violation

Chair Blomback recused himself from this discussion.

Joe stated that our Building Inspector met with the owner at the property on July 1st and then sent a letter to them regarding the gravel pit on Route 114 and the dirt bike use in it as well as giving them 90 days to file with the Planning Board. Joe said the reason he gave 90 days was because of the Planning Board’s schedule and to have enough time to get together what they need for a Site Plan Review. Vice-Chair Hooper reminded the Board that Doreen Connor requested that a Cease and Desist be ordered since the noise has escalated.

Vice-Chair Hooper moved to issue a Cease and Desist order to the property owners and provide 60 days to come before the Planning Board or other boards deemed necessary for a Site Plan Review. Selectman Osgood seconded.

Selectman Flynn asked if Town Counsel should be contacted and asked if this is a legal move the Board can make. Vice-Chair Hooper stated that it is legal under the RSA’s that Doreen Connor spoke of earlier.

Joe asked if the Board was seeking the Cease and Desist for the dirt bike use? Vice-Chair Hooper answered it would be for any non-complying activity.

Motion carried 4-0 (Chair Blomback recused)

Item 11: Full Time Position Transfer Station

Joe said there is currently a position open at the Transfer Station that has been open for almost a year and he would like to re-post the position and fill it. Joe said that they are short staffed with only one full-time and two part-time employees. Joe also said he would like to post it as a Landfill Chief Operator because he feels we should be succession planning for the future.

Selectman Flynn asked if the position would require the applicant to be certified and Joe said it depends on other qualifications, but the person would need to obtain one if they don’t already have it.

DRAFT

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

Vice-Chair Hooper moved to post the Landfill Chief Operator position at the pay outline with either certification or other qualifying skills. Selectman Flynn seconded. Motion carried 5-0.

Item 12: 1st and 2nd Quarter Finance

Joe referenced the memo in front of the Board and stated in March the Town approved a 5.9 million dollar budget and as of June 30th the Town has expended 57% and has a balance of 43%. Joe said legal is high because of pending legal cases the Town currently has. Joe said the revenues for 2021 have an estimate of a little over 2 million dollars and have collected 46% for that which does not include the State Rooms and Meals Tax and is collected in quarter 4. In conclusion, Joe said he and the Finance Director feel the Town is in good shape and optimistic for the next two quarters.

Selectman Flynn asked about the line item for Welfare Director Expenses and was that to purchase a laptop. Joe answered yes, he believed it was to purchase a laptop.

Item 13: Software/Assessing/IT Services Recommendations for Town

Joe presented the Board with a PowerPoint presentation and explained that he is looking at re-doing the Town Hall software package. He said for the finance package they looked at 3 different companies and he recommends BS&A which is going to be cloud based, will allow us to put more reports online and will be less expensive than previously quoted. He said the timing for install would be 2nd quarter of 2022.

Joe said the 2nd piece is all Town Hall software and the company they looked at was NH based Avitar that services over 70 municipalities currently. They would be providing Tax Collecting, Assessing, Building Permit software and a tax kiosk giving the public the ability to view tax cards in real time as well as the ability to pay their tax bill and utility billing. Joe recommends all of this software because they are all integrated and talk to one another and the tax and utility collecting will integrate with BS&A as well.

Joe said he'd like to package this and recommend that the Town switch assessing over to Avitar. Avitar does assessing for over 50 municipalities in NH and they would be doing the revaluations and the general assessing. It will be approximately \$10,000 more per year.

Lastly Joe said he would like to have Managed IT Services and recommends the current IT company we use now, Mirador for a cost of just under \$58,000 and provides a full IT service 24/7, 365 days per year, looking to be sure we are secure, managing all of our servers, and workstations, and would be updating 6 computers per year.

Selectman Parker moved to authorize the Town Administrator to sign an agreement with BS&A Financial for a new software package. Selectman Osgood seconded.

Vice-Chair Hooper commented, for the record, that this was brought before the town and it passed at Town Meeting for these funds and brought forward by the Capital Improvement Committee and she fully supports this including the amount proposed.

DRAFT

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

Motion carried 5-0.

Selectman Parker moved to authorize the Town Administrator to sign an agreement with Avitar Assessing for new software for Town Hall, including Tax Collect, assessing software, Building Permits Software, Tax Kiosk, and utility billing software. Vice-Chair Hooper seconded. Motion carried 5-0.

Selectman Parker moved to authorize the Town Administrator to sign an agreement with Avitar Assessing to perform assessing services for the Town of Henniker. Vice-Chair Hooper seconded. Motion carried 5-0.

Vice-Chair Hooper moved to Authorize the Town Administrator to sign an agreement with Mirador IT for managed IT services for the Town. Selectman Flynn seconded. Motion carried 5-0.

Old Business

None

Past Meeting Minutes

Item 14: Acceptance of Board of Selectmen Minutes June 1, 2021

Vice-Chair Hooper requested to postpone accepting these minutes for more edits. She will submit a red-lined document to the Board for their review at the next meeting.

Item 15: Acceptance of Board of Selectmen Minutes July 20, 2021

Vice-Chair Hooper moved to approve the minutes of July 20th. Selectman Flynn seconded. Motion carried 5-0.

Communications

Item 16: July Department Reports

Joe said that the paycheck app now has the vacation and sick time accruals on it and it will be on the actual paychecks next week.

Item 17: Town Administrator's Report

Joe gave a COVID 19 update saying as of August 11th there were 1-4 active cases in Henniker and 1st dose vaccination 2,398 have received the first dose for 48% and 2,222 are fully vaccinated for 44%.

Joe said the Transfer Station sold some recyclables to NRA for \$8,205 and Primex is giving a premium holiday distribution for property and liability and workman's comp in the amount of \$55,675. Joe said the Highway Department sent some equipment to be sold and the Town received \$5,157 for the sale of the pick-up truck, four plows and a spreader and we received the Highway Block Grant funds July distribution of \$50,350.

Chair Blomback asked how the pricing has been for recyclables. Joe answered that some of it is high right now, especially cardboard and Mark is doing a great job of watching the trends and deciding when to sell.

DRAFT

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

Item 18: Selectmen Report

Selectman Osgood and Chair Blomback had nothing to report.

Vice-Chair Hooper spoke about the current road construction and gave kudos to the Henniker Highway crew.

Selectman Flynn said that the Athletic Committee was hoping for more information on having money in the budget for a minute taker for their meetings.

Selectman Parker said he is very happy with the work that this year’s paving company is doing compared to years past.

Public Comment #2

There was no public comment.

Chair Blomback moved to go into Non-Public Session under RSA 91-:3, II (a) personnel. seconded. Motion carried 5-0.

The remainder needs to be filled in.

Meeting adjourned at pm

**The following are department reports for the month of
August 2021**

Assessing

Building

Finance

Fire

Highway

Police

Town Clerk / Tax Collector

Tucker Free Library

Wastewater

MEMORANDUM

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

TO: Joe Devine, Town Administrator
DATE: September 3, 2021
RE: Monthly Report

Assessing Report for August 2021

- Monthly maintenance of new deeds, address changes and online tax maps.
- One Intent to Cut approved for lot 1-119-N.
- One exemption reviewed by Assessor and recommendation given to Board for approval/denial.
- Abatement issued for site 1-318-P10, and supplemental bill issued for same site.
- Public Hearing for Discretionary Preservation Easement renewal rescheduled for September 21, 2021.
- Current Use values updated, and data entered in Vadar.
- Three weeks of vacation coverage in TC/TX office.
- Preliminary data extract completed for data conversion with Avitar Associates.
- All sales verified by Assessor in field.
- Other miscellaneous field work and assessing work completed by Assessor in preparation for the MS-1.
- Ongoing data entry of permits.
- Utility values not received yet from George Sansoucy's office as of this date.



Monthly Building Department Report
August 2021

TO: Joseph Devine, Town Administrator

FROM: Wendy Baker, Land Use Coordinator

The following is a record of permits, certificates of occupancy, inspections and revenue collected for the month listed above.

Permits /COs/Inspections	Quantity	Revenue
Building Permits - Residential	4	\$564.48
Building Permits - Commercial	0	
Electrical Permits	10	\$650.00
Plumbing Permits	3	\$200.00
Mechanical Permits	9	\$450.00
Demolition Permits	1	\$50.00
Driveway Permits	3	\$225.00
Sign Permits	0	
Assembly Permits	0	
Tent Permits	0	
Hawk & Peddler	0	
Certificates of Occupancy	0	
Inspections Performed	11	\$2139.48

Town building rental/use:

Town Buildings	Rented/Reserved	Revenue
Community Center (upstairs)		
Grange (Does not include Caseworker & CAP)	4 Food Pantry open 2x week	N/C for AA Food Pantry- permanent
Bandstand	5	N/C Farmer's Market

Respectfully submitted,
Wendy Baker

Town of Henniker, NH

Permits Issued August 2021

Date In	Owner	Address	Map/Lot	Type	Description	Contractor	Fee	Issued
8/4/2021	Kevin Gardinier	492 Craney Hill Road	1/651	Building	17 x 21 sf renovation	Owner	\$139.25	8/10/2021
8/4/2021	Kevin Gardinier	492 Craney Hill Road	1/651	Electrical	Wiring for a renovated room	Oatis Electric	\$50.00	8/10/2021
8/4/2021	David Bates	706 Western Ave	2/377	Electrical	200 amp, 3 meter service	Owner	\$50.00	8/5/2021
8/5/2021	107 Ponemah Road LLC	81 Cressey Street	2/490	Electrical	Updated panels & smoke detectors	S & S Electrical	\$50.00	8/5/2021
8/9/2021	New England College	20 Main Street	2/473-T	Electrical	Repair Code violation	Moonlight Electric	\$100.00	8/10/2021
8/9/2021	Pat's Peak	686 Flanders Road	1/588-A	Tent	40 x 80 & 30 x 70 tents	Lake's Region Tent & Event	\$75.00	8/10/2021
8/9/2021	Michael Pelletier	Ray Road	1/77-X4	Driveway	New Driveway	John Dwinells	\$75.00	8/19/2021
8/10/2021	Dupuis / Leteres	24 Quarry Hill Court	1/742-D	Mechanical	Install gasline inside new home for furnace	Shanley Plumbing & Heating	\$50.00	8/10/2021
8/10/2021	Dupuis / Leteres	24 Quarry Hill Court	1/742-D	Plumbing	Install plumbing for new 2 bathroom home and hot water heater	Shanley Plumbing & Heating	\$50.00	8/10/2021
8/10/2021	Cynthia Mosseau	185 Patch Road	1/664-A2	Building	333 sf roof solar array	Freedom Forever	\$133.23	8/23/2021
8/10/2021	Cynthia Mosseau	185 Patch Road	1/664-A2	Electrical	Electrical for solar array	Freedom Forever	\$50.00	8/23/2021
8/10/2021	Alex & Jennifer Norton	480 Tanglewood Drive	1/110-D5	Mechanical	Replace Oil furnace	603 Oil Burner Services	\$50.00	8/11/2021
8/10/2021	107 Ponemah Road LLC	81 Cressey Street	2/490	Building	Interior renovations	Owner	\$50.00	8/10/2021
8/10/2021	107 Ponemah Road LLC	81 Cressey Street	2/490	Plumbing	Fixture upgrade and appliance installation	Partners Mechanical LLC	\$50.00	8/10/2021
8/11/2021	Donald Gage	149 Western Avenue	2/405	Driveway	Modification of existing driveway	Young's Excavating	\$75.00	8/12/2021
8/11/2021	Liane Kerbyson	1204 Old Hillsboro Road	1/322	Electrical	Electrical for solar array	Granite State Solar	\$50.00	8/12/2021

Date In	Owner	Address	Map/Lot	Type	Description	Contractor	Fee	Issued
8/12/2021	107 Ponemah Road LLC	81 Cressey Street	2/490	Mechanical	Install propane tank	Ayer & Goss	\$50.00	8/17/2021
8/12/2021	Mark Anderson	11 Highland Drive	1/554-56	Mechanical	Install propane tank and run lines	Ayer & Goss	\$50.00	8/17/2021
8/13/2021	Lisa Drouse	355 Plummer Hill Road	1/701-B3	Mechanical	Install UG propane tank	Ciardelli Fuel Company	\$50.00	8/17/2021
8/16/2021	Dupuis / Leteres	24 Quarry Hill Court	1/742-D	Mechanical	Install 60K BTU Furnace	JKM Mechanical	\$50.00	8/17/2021
8/16/2021	Kevin Gardinier	492 Craney Hill Road	1/651	Mechanical	Install Outdoor Fujitsu Air Conditioner/Condensor	H.R. Clough	\$50.00	8/17/2021
8/16/2021	Larry Dunn	22 Liberty Hill Road	2/396	Electrical	Electrical upgrades and repairs	HMC22 LLC/Larry Dunn	\$50.00	8/17/2021
8/16/2021	New Cingular Wireless	1041 Old Hillsboro Road	1/335-CTO	Building	Cell Tower upgrades & 10 x 20 concrete pad	Smartlink LLC	\$150.00	9/7/2021
8/17/2021	John McGrath III	104 Lyman Road	1/626	Demolition	Demo 8 sheds	Owner	\$50.00	8/17/2021
8/19/2021	Dan Higginson	Patterson Road	1/386-D	Driveway	Modification of existing driveway	Owner	\$75.00	8/25/2021
8/19/2021	McMurphy Family Revocable Trust	19 Rush Road	2/211	Electrical	Replace old meters, 400 amp service	U.S. Asset Management LLC	\$100.00	8/23/2021
8/19/2021	McMurphy Family Revocable Trust	19 Rush Road	2/211	Plumbing	Re-plumb exiting & additional	Kevin Sarette	\$100.00	8/23/2021
8/24/2021	Donald Goss, Jr.	492 Liberty Hill Road	1/93	Building	24' x 32' Pole Shed on piers	Owner	\$242.00	8/25/2021
8/26/2021	Robert Dennehy	287 Rush Road	2/235	Mechanical	Install 500 gal propane tank	Ciardelli Fuel Company	\$50.00	8/26/2021
8/30/2021	Amy Hollar	799 Craney Hill Road	1/654-D	Electrical	Install electrical for ductless split system	AJ LeBlanc HVAC	\$50.00	8/30/2021
8/30/2021	Amy Hollar	799 Craney Hill Road	1/654-D	Mechanical	Install ductless split system w/heat pump condenser	AJ LeBlanc HVAC	\$50.00	8/30/2021
8/31/2021	Jeff Vogt	54 Maple Street	2/214	Electrical	Remove power from knob & tube re-wire to replace power to devices	Moonlight Electric	\$50.00	8/31/2021

Finance Department

09/16/2021

Audit

Contacted by auditor in early May looking for content for the 2020 audit. Dropped everything and continued the year end summary. Full general ledger reconciliation, full reconciliation of town clerk/tax collector to general ledger and bank statements, recording of interfund receivables, financial statement preparation, balance sheet detailed, payroll reconciled to system and payroll service and 941's, W-3 reports.

Currently in progress is the portion of letters to elected officials, banks, insurance and debt service for confirmations, fixed assets and updated depreciation schedules. Water and sewer financial summaries, assessed properties listing for audit selection, reporting on unanticipated revenue. I am hoping to have the auditor in house before the end of June. This will allow us to confirm unreserved fund balance as we prepare for the 2021 tax rate setting.

Update: 06/09/2021 Most of beginning information has been transmitted. Still left to complete: Fixed Assets, Tucker Free summary, schedule with supporting documents abatements, refunds and tax warrants. Auditor will submit additional tasks for his physical inspection including invoice selection, payroll, property taxes and motor vehicle registrations.

Update: 08/12/2021

Auditor has been very active requesting backup materials. The fixed asset listing was submitted, letters to related parties and others were submitted (likely already received by Board members). Final project is financial summary of Tucker Free. Should easily have MS-535 done in time to set tax rate.

Update: 09/16/2021

Auditor wrapping up reconciliation of general ledger. Still responding to requests for information. I do not expect any delay in MS-535, but I am responding as soon as the requests come in

WWTP – Computer

Purchased a new desktop in December for WWTP, just need to set it up and copy existing files over.

2/11 No Change ,3/11 After Town Meeting install.

4/13 Setup in progress, 5/25 No change.

6/9 Discussed change with Ken, he requested a Henniker.org address for Rich due to his interaction with the internet due to the lab work.

8/12 Setup targeted for next week.

9/16 Audit delayed, rescheduling.

IRS

I have been dealing with the IRS over the payroll taxes for 2020, which was the transition year over to the payroll service. The problem we have with them, is that due to the pandemic, they did not process the first quarter 941, but did process second and third quarter returns. Since there was a credit balance in the first quarter, it resulted in penalties being applied to quarter 2. I contacted them and was directed to refile the quarter 1 return. The quarter 1 return was filed and despite the election of them rolling the credit into quarter 2 (which would take care of the penalties), they submitted a refund check. I contacted them and was directed to void the check and send a letter back to them explaining why I needed to do that. I am awaiting the next reply.

Update: 8/12 No contact from IRS. Hoping no news is good news. Website says the agency is very backlogged with issuing refunds and new credits.

Update 9/16 Received letter from them telling me they got my letter and will be in touch.

Conservation Lake Testing Loan

Mark Mitch contacted me with the loan packet for the State of NH DES loan. Like any traditional loan there is a load of information that needs to be reported to them. I have started on the packet and reached out to Mark for help. In the consent agenda will be a document that will go the State identifying the three key players in this loan. Joe as Administrative, Russ as Finance and Mark as technical. Joe will then be able to authorize the transmittal of the required information to DES. This program is like the Wastewater loan we did for their engineering study. The State refunded our invoices as soon as we submitted proof they were paid and at the end of the study, forgave the debt. I expect this loan to be handled the same way.

8/12/21 No update.

9/16/21 No update

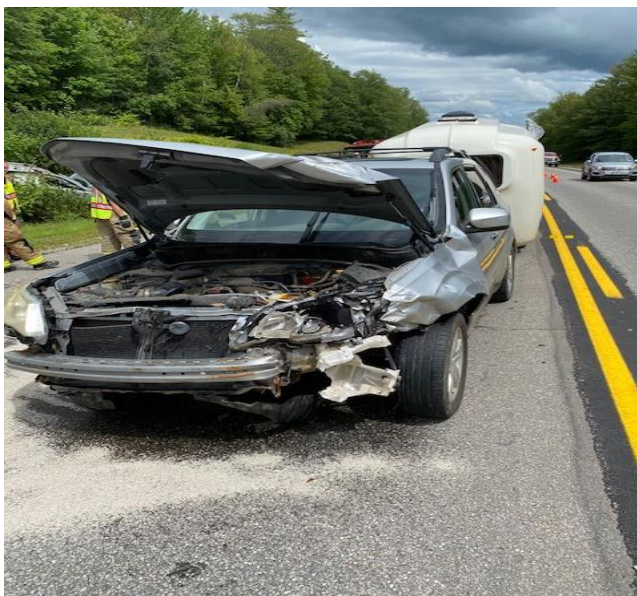
Assistant

Annette provided the majority of the payroll setup work, posted invoices and reconciled bank accounts and intercepted as much traffic into my office as possible. Her departure has placed a significant workload on this department in addition to my normal finance duties. As we head into budget season the impact of this change will be amplified. I am pleased to report that Wendy has stepped up and learned from Anette several tasks that will assist me in getting some of this daily work done... so BIG thanks to Wendy for this help!

Russ Roy 9/16/2021



August of 2021 consisted of 32 calls for Henniker Fire. The calls ranged from 8 Fire Alarm activations, 4 building fires, 2 CO Alarms, 2 Water/Sewer Problems, 9 EMS assists, 3 Motor Vehicle accidents, 1 Brush fire, 1 Grill fire, 1 Tree Down and 1 Smoke in building.



Training this month consisted of teaching the RA Students from NEC the many different aspects of fire calls we do at NEC. This involved, hands on training including a smoked filled escape and a dorm room live burn. For the live dorm room burn, we built a mock room and put materials inside that you would see in a normal dorm room. We then ignited the mock room to demonstrate how fast these rooms will burn.

Crosswalks are being heavily used these days with a full student body back at NEC, please be careful when driving through town.

Thank you,

Chief Morse

9/9/2021

To Town Administrator Joe Devine and the Henniker Select Board,

Highway started the month of August completing the pipe laying on Depot Hill Road. On the following day Busby Construction took over the project and started reclaiming 13,804 square yards. The project moved quite quickly, and Walcott moved in and laid the base asphalt 1,825 tons. In rapid fashion Tri State curb set 760 feet of curb in only 4 hours on the following day. Busby moved back in and raised all manholes (10) and storm drains (13), and water gates (11). While the structures were being raised Walcott shimmed Old Concord Road with 2,280 tons of asphalt. Walcott then moved back to Depot and installed 1,272 feet of asphalt curb, then laid the wear course of asphalt consisting of 1,210 tons. While all that was being done Highway backed up Driveways on Old Concord and started shouldering Depot and Circle Street. In amongst all things going on Highway was able to find time for regular maintenance. Something we did started with weed whacking sidewalks, clearing culvert and turn outs, grading and calcium applications. We ended the month dispersing topsoil, raking, and seeding, and cleaning up our work zone on Depot and Circle Street.

Leo Aucoin
Superintendent
Henniker Highway

HENNIKER POLICE DEPARTMENT

Memo

To: Joseph Devine, Town Administrator

From: Chief Matthew French

Date: September 8, 2021

August 2021 summary

There were 6 arrests which include, DUI, driving with a suspended license or registration, reckless driving and disobeying an officer.

I believe I labeled the July Summary as August by mistake.

We had 942 Calls for Service (804 in 2020, 790 in 2019) which include

8 MV Crashes	29 Suspicious person/vehicles
4 Motorist assists	7 Welfare Checks
26 Motor vehicle complaints	1 Suicidal Person
177 MV stops.	5 Juvenile issue
3 OHRV Complaints	8 Noise Complaint
81 Directed Patrols	7 Animal Complaints
16 Disabled MV/Assist Motorist	24 Alarm Calls/911 Hangup
6 Road Hazards	2 Civil matter
2 Domestic Disturbance	3 Civil standby
2 Assaults	14 Walk and Talk
1 Burglary	6 Parking Complaint
7 Serve Paperwork/Subpoena	281 Building checks
2 Serve Domestic Violence Order	79 Vacant/Vacation House Checks
1 Violation DV order	
11 Follow ups	
5 Return phone call	
19 Assist Citizen	
15 Assist Other agencies	
30 Assist Rescue/Fire	

MEMORANDUM

To: Joseph Devine, Town Administrator
From: Kimberly I. Johnson – Town Clerk/Tax Collector
Date: September 3, 2021
Subject: Town Clerk/Tax Collector Report as of 08/31/2021

PROPERTY TAXES

Total Committed 2021	\$7,432,486.00
Uncollected	\$ 303,709.89

TAX LIENS

	<u>2020 LIENS</u>	<u>2019 LIENS</u>	<u>2018/PRIOR LIENS</u>
Liened Amount	\$190,769.84	\$252,332.58	
Uncollected	\$177,342.74	\$ 94,127.21	\$195,525.86

WATER & SEWER - 2021

Water Billed	\$535,784.20
Sewer Billed	\$274,119.20
Uncollected	\$103,279.85

TOWN CLERK REVENUE

	<u>2020</u>	<u>2021</u>
MV	\$684,145.00	\$700,175.32
non-MV	\$8,384.22	\$10,824.28



Tucker Free Library
2018 NHLTA Library of the Year
31 Western Avenue
PO Box 688
Henniker, NH 03242
(603) 428-3471
www.tuckerfreelibrary.org

TUCKER FREE LIBRARY BOARD OF TRUSTEES
ANNOUNCEMENT OF TRUSTEES' MEETING & AGENDA
WEDNESDAY SEPTEMBER 8, 2021 at 5:30 PM
In-person, Tucker Free Library - NH Room
ENTER THROUGH FRONT DOOR

ROLL CALL	Attendance
ITEM 1	Appointment with Joe Devine regarding Town Initiative; Citizen's Academy
ITEM 2	Public Forum
ITEM 3	Minutes of Meeting: July 28, 2021
ITEM 4	Treasurer's Report & Financial Deliberations <ul style="list-style-type: none">• Year-to-Date Summary• Monthly Manifest• Trust Fund Summary• Monies to Be Accepted/Gift to Be Accepted
ITEM 5	Director's Report
ITEM 6	Personnel Policy – Employee Merit and COLA Increases, 1 st Reading
ITEM 7	Governance Policy -- Amended Investment Policy, 1 st Reading
ITEM 8	Governance Policy – Library Credit Card Use Policy, 1 st Reading
ITEM 9	Memorandum of Understanding – Town of Henniker and Tucker Free Library (Draft)
ITEM 10	Trustee Updates, Questions, and/or Discussion
ITEM 11	Other
ITEM 12	Schedule Next Meeting

POSTED: SEPTEMBER 1, 2021 at [Tucker Free Library](#), [Henniker Town Hall](#), [Tucker Free Library Facebook Page](#), [Other Henniker News Outlet Facebook Page](#)

ROLL CALL
5:30pm

ACTION - RECORD ATTENDANCE

MEETING PARTICIPANTS	PRESENT
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes
Lynn Piotrowicz- DIRECTOR	Yes

ITEM 1

APPOINTMENT WITH JOE DEVINE REGARDING TOWN CITIZEN’S ACADEMY

From Joe: “I wanted to run something by you. In October/November, we are planning on doing a Citizens Academy. The idea is to get citizens involved and learn more about their town government through activities and classes. I was wondering if the library would like to have a night as well. You are an integral part of the town and the government, and it's good for people to see how the library and ran. Let me know your thoughts.”

Lynn’s Response: “I am all for it! I would guess that the trustees would support this as well because that is their major goal for me to accomplish, i.e. educating the public. We have a board meeting on the 8th if you would like to stop by at 5:30 to explain or let us know what you need.”

ITEM 2

Public Forum

MEMBERS OF PUBLIC PRESENT	MEMBERS OF PUBLIC PRESENT
Sylvia Lennox	

ITEM 3

Minutes of Meeting: July 28, 2021

MOVE TO ACCEPT: Deb Kreutzer

SECONDED BY: E. Joseph Petrick

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

ITEM 4

Treasurer’s Report & Financial Deliberations

1) Y-T-D Summary, Trust Fund Accounting, & Monthly Expenditure Manifest

MOVE TO ACCEPT: John Capuco

SECONDED BY: Frances Tain

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

2) Monies to Be Accepted/Gift to Be Accepted

Quilted BANNER from Deborah Keiner-Trustees discussed placement of banner behind circulation desk.

MOVE TO ACCEPT: Frances Tain

SECONDED BY: E. Joseph Petrick

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

ITEM 5

Director’s Report

- 1) Traffic, programs, and circulation-Lynn reported increase in circulation of patrons and popularity of STEAM Kits. Also, there have been no issues with masking requirements.

5:45pm Director’s Report interrupted for Town Administrator-Joe Devine

Joe explained the roll-out of Henniker Citizen Academy.

Although it is still in a formative stage, this would consist of 6 sessions, October through November, with the purpose of educating residents of Henniker on the workings of the town departments. TFL will be included in this rotation. The trustees were supportive of inclusion in this initiative.

5:56pm- Re-enter regular meeting

2) GRANTS – UPDATE

- a. Cogswell Benevolent Trust Update-Discussion of possible front of the building seating and landscaping.
 - b. Moose Plate – Submitted application, awaiting notification.
 - c. SHARP – Humanities Project – Submitted-Discussion of tech equipment for library and patron use.
 - d. NEH Office of Challenge Grants – It has been decided that this is not the right time to apply.
- 3) Staff updates – first holiday that falls under new personnel policy. Staff has been notified that they have until October 4, 2021 to use their Labor Day Holiday Time. Lynn reported that all staff have signed up for this day.
- 4) NHDB Fees for 2022 \$1,922 and decrease from 2021 of \$17.00
- 5) Post meeting follow-up with BOS. Strategies going forward. Trustees decided that the best method of communication for this is to forward to Kris Blomback and request that he distribute to the Select Board.
- 6) Messenger PSA and offer from patron to explore option for non-print media
- 7) Preparing final magazine list-Patron input for the final list.
- 8) Denise wants to start a special one-time welcome blast that will be sent to new patrons. Our ILS currently sends out a welcome to new patrons but it is just text and pretty lame. Discussion followed on methods of outreach for new patrons and new families to Henniker.
- 9) Creating an additional newsletter that will target families with small children, this is in lieu of in person programming. It will push them to subscribe to a weekly activity program. Lynn updated on the Tucker’s Tots Newsletter—18 Members to date.
- 10) Friends Update and Music on Main Street
Sylvia Lennox reported on current Friends activity.
- a. Saturday September 18th
 - b. Thanks to the trustees, staff and friends who have volunteered.
 - c. Lynn WILL NOT BE AVAILABLE.
 - d. Additional time slots were entered to fill in at our table.
 - e. The next Friends meeting is scheduled for 9/26/21-8:00am-ZOOM

ITEM 6

Personnel Policy – Employee Merit and COLA Increases –After discussion current employee evaluations were removed from the manual. Director instructed to come up with a simple measurement tool. Policy on Employee Merit and COLA Increases moved to second reading.

MOVE TO Accept: Deb Kreutzer

SECONDED BY: Frances Tain

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

ITEM 7

Governance Policy - Charter Trust/Bar Harbor Investment Policy –After discussion the following was decided:

*** This will be designated as a Board restricted endowment.**

MOVE TO ACCEPT THIS DESIGNATION: Frances Tain SECONDED BY: John Capuco

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

MOVE TO ACCEPT AS Amended: John Capuco

SECONDED BY: Deb Kreutzer

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

ITEM 8

Governance Policy - Library Credit Card Use Policy – Discussion of policy vs. operational procedure.

MOVE TO PUT THIS INFORMATION IN AN OPERATION MANUAL: Deb Kreutzer

SECONDED BY: E. Joseph Petrick

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

ITEM 9

Memorandum of Understanding – Town of Henniker and Tucker Free Library (Draft) Tabled for future consideration.

ITEM 10

**Trustee Updates, Questions, and/or Discussion
Building Project will be taken up after Town Meeting in March.
Deb Kreutzer will draft a letter to NH Senators for support**

ITEM 11

Other

- 1. Trustees reviewed “How We Make a Budget” pamphlet-created by Lynn.**
- 2. Materials have been weeded out for Baker & Taylor Credit.**
- 3. Trustees support for the White Birch Golf Tournament.**

ITEM 12

Schedule Next Meeting: Wednesday October, 13, 2021---5:30pm-Library

**ADJOURN PUBLIC
SESSION
7:39pm**

MOVE TO ADJOURN MEETING BY: Anne Crotti

SECONDED BY: Frances Tain

TRUSTEES	VOTE RECORD
John Capuco	Yes
Anne Crotti	Yes
Debra Kreutzer	Yes
E. Joseph Petrick	Yes
Frances Tain	Yes

RECORDING SECRETARY: Anne Crotti

Tucker Free Library MANIFEST FOR APPROVAL

7/21/2021 To 8/31/2021

		ID#	Acct#	Account Name	Debit	Credit
BILLS PAID						
CD	21-Jul-21	Baker & Taylor 5376	1-1100	General Checking Account		\$1,645.37
		5376	6-3000	Books	\$1,375.43	
		5376	6-3010	Audio Books	\$269.94	
CD	27-Jul-21	Friends of Tucker Free Library 1024	1-1100	General Checking Account		\$40.00
		1024	6-6095	Friends of Tucker Free Library	\$40.00	
CD	28-Jul-21	TDS 5380	1-1100	General Checking Account		\$41.46
		5380	6-4020	Utilities	\$41.46	
CD	28-Jul-21	TDS 5381	1-1100	General Checking Account		\$43.32
		5381	6-4020	Utilities	\$43.32	
CD	3-Aug-21	Cogswell Spring Water Works 5378	1-1100	General Checking Account		\$163.80
		5378	6-4020	Utilities	\$163.80	
CD	3-Aug-21	SYNCB/Amazon 5379	1-1100	General Checking Account		\$451.97
		5379	6-4030	Supplies	\$399.99	
		5379	6-3030	DVD - Appropriation Fund	\$17.99	
		5379	6-3000	Books	\$15.00	
		5379	6-3000	Books	\$18.99	
CD	10-Aug-21	Monadnock Security Systems, Inc 5382	1-1100	General Checking Account		\$408.00
		5382	6-4020	Utilities	\$408.00	
CD	10-Aug-21	Star Light Cleaning Services 5383	1-1100	General Checking Account		\$360.50
		5383	6-4000	General Maintenance	\$360.50	
CD	11-Aug-21	Comcast 5385	1-1100	General Checking Account		\$118.44
		5385	6-4020	Utilities	\$118.44	
CD	11-Aug-21	Eversource 5387	1-1100	General Checking Account		\$361.50
		5387	6-4020	Utilities	\$361.50	
CD	17-Aug-21	Baker & Taylor 5384	1-1100	General Checking Account		\$453.48
		5384	6-3010	Audio Books	\$96.22	
		5384	6-3000	Books	\$357.26	
CD	17-Aug-21	DEMCO 5386	1-1100	General Checking Account		\$299.73
		5386	6-4030	Supplies	\$299.73	
CD	24-Aug-21	SYNCB/Amazon 5388	1-1100	General Checking Account		\$1,389.15
		5388	6-4030	Supplies	\$1,192.67	
		5388	6-4035	COVID RELATED SUPPLIES	\$92.79	
		5388	6-3000	Books	\$103.69	
Grand Total:					\$5,776.72	\$5,776.72
MONIES RECEIVED						
CR	27-Jul-21	CR000341	1-1100	General Checking Account	\$488.34	

		CR000341	4-3510	Contribution Overdue		\$3.00	
		CR000341	4-3520	Copier		\$60.00	
		CR000341	4-5050	General Purpose Donation		\$80.00	
		CR000341	4-7005	FOR FRIENDS OF TFL		\$40.00	
		CR000341	6-9600	ARPA - Round 1		\$305.34	
CR	3-Aug-21						
		CR000342	1-1100	General Checking Account	\$18.50		
		CR000342	4-3520	Copier		\$18.50	
CR	10-Aug-21	Town Appropriation					
		CR000343	1-1100	General Checking Account	\$23,591.18		
		CR000343	4-1000	Town Appropriation		\$18,293.00	
		CR000343	4-5010	Willis Cogswell Fund		\$5,251.18	
		CR000343	4-6000	Sale of Surplus		\$12.00	
		CR000343	4-3510	Contribution Overdue		\$7.00	
		CR000343	4-3520	Copier		\$28.00	
CR	17-Aug-21	Matthew Clark					
		CR000344	1-1100	General Checking Account	\$6.00		
		CR000344	4-3520	Copier		\$6.00	
CR	31-Aug-21						
		CR000345	1-1100	General Checking Account	\$63.75		
		CR000345	4-3520	Copier		\$60.00	
		CR000345	4-3510	Contribution Overdue		\$3.75	
				Grand Total:	\$24,167.77	\$24,167.77	

TUCKER FREE LIBRARY TREASURER'S REPORT

January 2021 through December 2021 (08312021)

		Selected Period	Budgeted	\$ Difference
4-0000	Income			
4-1000	Town Appropriation	\$29,633.61	\$18,292.92	\$11,340.69
4-1010	Heating Oil Appropriation	\$2,748.11	\$3,418.20	(\$670.09)
4-2000	Personnel Appropriation	\$132,020.47	\$195,386.16	(\$63,365.69)
4-3510	Contribution Overdue	\$96.74	\$0.00	\$96.74
4-3520	Copier	\$420.86	\$0.00	\$420.86
4-3540	Non-Resident Cards	\$50.00	\$0.00	\$50.00
4-3550	Overdue Processing Fee	\$5.00	\$0.00	\$5.00
4-3560	Damaged/Lost Books	\$86.97	\$0.00	\$86.97
4-5010	Willis Cogswell Fund	\$15,271.71	\$19,757.40	(\$4,485.69)
4-5020	Town Trust Funds	\$11,062.48	\$11,062.44	\$0.04
4-5030	Established TrustFund Donation	\$750.00	\$750.00	\$0.00
4-5050	General Purpose Donation	\$384.00	\$0.00	\$384.00
4-6000	Sale of Surplus	\$26.00	\$0.00	\$26.00
4-6095	Friends of Tucker Free Library	\$40.00	\$40.00	\$0.00
4-7020	NHHC Speaker Reimbursement	\$1,600.00	\$1,600.00	\$0.00
4-9600	ARPA - Round 1	\$1,543.00	\$1,543.00	\$0.00
4-9605	Steam Kit	\$814.59	\$814.59	\$0.00
	Total Income	\$196,553.54	\$252,664.71	
6-0000	Expenses			
6-1010	Heating Oil Appropriation	\$2,748.11	\$3,418.20	(\$670.09)
6-2000	Personnel Appropriation	\$132,020.47	\$195,386.16	(\$63,365.69)
6-2020	Meetings/Membership/Mileage	\$210.00	\$0.00	\$210.00
6-2030	Staff Development	\$44.56	\$99.96	(\$55.40)
6-3000	Books	\$8,854.40	\$16,000.00	(\$7,145.60)
6-3010	Audio Books	\$665.83	\$1,500.00	(\$834.17)
6-3020	Periodicals	\$0.00	\$1,000.00	(\$1,000.00)
6-3030	DVD - Appropriation Fund	\$244.65	\$750.00	(\$505.35)
6-3035	DVD - Fine Revenue	\$224.00	\$224.00	\$0.00
6-4000	General Maintenance	\$2,859.00	\$9,500.00	(\$6,641.00)
6-4010	Building Repairs	\$129.00	\$3,900.00	(\$3,771.00)
6-4020	Utilities	\$4,344.84	\$7,581.84	(\$3,237.00)
6-4030	Supplies	\$2,549.26	\$3,375.00	(\$825.74)
6-4035	COVID RELATED SUPPLIES	\$509.03	\$1,000.00	(\$490.97)
6-5010	Technical Maintenance	\$110.00	\$500.00	(\$390.00)
6-5020	Equipment	\$3,288.94	\$0.00	\$3,288.94
6-6000	Library Programs - Contracted	\$3,906.00	\$4,006.00	(\$100.00)
6-6090	Trustees of the Trust Fund	\$750.00	\$750.00	\$0.00
6-6095	Friends of Tucker Free Library	\$40.00	\$40.00	\$0.00
6-7020	NHHC Speaker Reimbursed	\$1,600.00	\$1,600.00	\$0.00
6-9600	ARPA - Round 1	\$1,543.00	\$1,543.00	\$0.00
6-9605	STEAM KIT	\$814.59	\$814.59	\$0.00
	Total Expenses	\$167,455.68	\$252,988.75	

TRUST FUND ACCOUNTING

Charter Trust

12/31/2018 12/31/2019 12/31/2020 3/31/2021 7/21/2021 8/25/2021

SUBFUND	Starting Balance	12/31/2013	% of Fund
Cammett, Helen	\$ 5,001.13	\$ 6,506.69	3.15
Childs, Anna	\$ 7,247.14	\$ 9,109.37	4.41
Soderstrom, Ann	\$ 189,147.45	\$ 182,352.64	88.28
TD Bank Refund	\$ 7,111.97	\$ 8,592.97	4.16
Total of Funds	\$ 208,507.69	\$ 206,561.67	100%

TD Bank

Willis Cogswell - QTRLY REPORTING	\$ 341,727.77	\$ 387,192.97	\$ 407,824.58	\$ 410,711.63	\$ 426,083.10
-----------------------------------	---------------	---------------	---------------	---------------	---------------

\$ 7,217.58	\$ 8,399.62	\$ 8,969.98	\$ 9,047.78	\$ 9,490.87	\$ 9,772.51
\$ 10,104.61	\$ 11,759.47	\$ 12,557.97	\$ 12,666.89	\$ 13,287.21	\$ 13,681.51
\$ 202,275.59	\$ 235,402.82	\$ 251,387.27	\$ 253,567.60	\$ 265,985.27	\$ 273,878.44
\$ 9,531.79	\$ 11,092.84	\$ 11,846.07	\$ 11,948.81	\$ 12,533.97	\$ 12,905.92
\$229,129.58	\$266,654.76	\$284,761.29	\$287,231.08	\$301,297.32	\$310,238.38

1. Purpose

It shall be the purpose of this policy to direct the investment activity of the **Tucker Free Library**.

2. Objective

The objectives of investment activities shall be as follows: first, safety and preservation of principal; second, liquidity; and third, maximizing the return for the fund. With respect to return or yield, the assets of the portfolio are to be invested for the benefit of the **Tucker Free Library** to maintain or increase the purchasing power of the funds principal and income over the long term, taking into account the primary objectives of safety and liquidity.

Additionally, this document sets forth the Trustees’ wishes and criteria for use of funds.

Known to Town of Henniker as an “UNRESERVED FUND BALANCE” the Trustees have set out use parameters to insure the long-term solvency of this conglomeration of funds known as the “CHARTER TRUST ACCOUNT.”

SUBFUND	STARTING BALANCE 2010	% OF FUND	CHARACTERIZATION OF FUND
Cammett, Helen	\$ 5,001.13	3.15	UNRESTRICTED
Childs, Anna	\$ 7,247.14	4.41	RESTRICTED
Soderstrom, Ann	\$ 189,147.45	88.28	UNRESTRICTED
TD Bank Refund	\$ 7,111.97	4.16	UNRESTRICTED
TOTAL OF FUNDS	\$ 208,507.69	100.0	

The Trustees voted to designate any of the unrestricted funds in the Charter Trust Account as a board restricted endowment. (RECORD OF VOTE & DISCUSSION RELATED TO DECISION FOUND IN MINUTES OF: 09082021)

A Trustee vote at a later time could remove that designation. From an accounting and legal standpoint, the funds remain available for use, both principal and income, subject to a trustee vote and underlying town meeting spending appropriation.

3. Spending Policy

The Tucker Free Library has adopted a spending policy rule that allows a percentage of the average market value over the trailing three years to be used for capital improvements and special projects. It is the Trustees’ intention that these funds are not to be used for general operating expenses. The Tucker Free Library has a December 31 fiscal year end. The allowable percentage rate is set to provide a relatively predictable stream of income while maintaining a principal base that will grow. The spending policy and allowable percentage are reviewed annually by the Trustees and the investment

manager. The allowable percentage rate shall not exceed 1.5% unless approved by the Board of Trustees.

4. Investment Authority

Professional guidance: Whenever required or deemed necessary by the trustees, professional guidance will be requested of experienced professionals in the investment field. The Trustees will hire or employ the trust department or departments of a bank or banks or a brokerage firm to assist in the management and investment of trust fund resources in compliance with the investment guidelines outlined in this policy.

5. Responsibilities

- a. In accordance with this policy, the Trustees shall periodically:
 - i. Review the acceptability of various asset categories
 - ii. Set guidelines for the percentage of various asset categories
 - iii. Monitor investment manager performance.
 - iv. Establish specific goals.
- b. The Trustees have hired a professional investment manager, **Charter Trust Company**. The Trustees expect the assets to be managed over the long term. They neither expect nor encourage high turnover, nor emphasis on the short term.
- c. Those investments that the Trustees oversee should not be for speculation, but for investment, always considering the safety of capital as well as the probable income.
- d. The Investment Policy Statement should be reviewed and approved by the Trustees at least annually.

6. Approved Investments

- a. The Trustees shall select asset classifications, presently limited to domestic and international common stock, preferred stock, U.S. government and corporate bonds, mutual funds, exchange traded funds, and cash equivalents.

7. Constraints

- a. **Guidelines – Equities:**
 - i. **The percentage of the portfolio in common and convertible preferred stock shall not exceed 65% nor fall below 35% of the total market value of the portfolio. The current target is 50%.**

- ii. Equities purchases are restricted to those listed in the S&P 1500 & Global 700 indices and/or those approved by the Investment Manager unless otherwise noted.
- iii. For the purpose of diversification, no single equity should exceed 10% of the total market value of the equity portion of the portfolio, except in unusual circumstances. The total value of a single company (equity or fixed income) should not exceed 10% of the market value of the entire portfolio.
- iv. The equity portfolio shall at all times be well diversified across industry groups as defined by Standard & Poor's. Although the Trustees prefer not to specify precise weightings, the intent is to comply with common law prudence.

b. Guidelines – Fixed Income and Cash Equivalents:

- i. **The percentage of the portfolio held in fixed income investments and cash equivalents shall not exceed 65% nor fall below 35% of the total market value of the portfolio. The current target is 50% of total assets: 45% fixed income, 5% cash equivalents.**
- ii. Convertible bonds and preferred stock shall not exceed 15% of the total market value of the portfolio.
- iii. Corporate bonds shall at the time of purchase be restricted to "investment grade" quality (BBB or better) by a nationally recognized rating agency.

8. Reporting

The investment manager shall provide quarterly reports listing all holdings and transactions. Additionally, the investment manager shall provide periodic reviews comparing portfolio performance to relative indices.

9. Conflicts of Interest

Trustees shall refrain from personal business activity that could conflict with the investment program or could impair their ability to make impartial investment decisions. Trustees shall disclose any significant outside activity or interest that could be related to the investment performance.

TUCKER FREE LIBRARY INVESTMENT POLICY FOR CHARTER TRUST/BAR HARBOR FUND

Any deviation from these policy guidelines shall require the approval of the Tucker Free Library board of trustees.

Approved by the Trustees:

_____ Trustee	_____ Date
_____ Trustee	_____ Date
_____ Trustee	_____ Date
_____ Trustee	_____ Date
_____ Trustee	_____ Date

Addition to INVESTMENT Policy
Added to Policy dated: 02/09/2010
Approved by Board of Trustees, 09/08/2021

Wastewater Department Report August, 2021

- 08/02/21 –Grabbed another E-Coli sample behind AGS, we will take a total of 3 this week and be done.
Ken & Chazz marked a Dig Safe on Depot Hill Rd.
Replaced a door holder on the Grit Room outside door.
- 08/03/21 –Working on monthly management report and monthly operating report/discharge monitoring report.
Will need to adjust door holder installed on the Grit Room outside door.
- 08/04/21 –Grabbed the next to the last E-Coli sample behind AGS.
Rich is taking lab water samples to State lab and picking up sample bottles for tomorrow's sludge sample.
- 08/05/21 –Working on employee evaluations.
Ken brought quarterly sludge samples to EAI. (Eastern Analytical Inc.)
- 08/06/21 –Worked on Grit Room door holder, I don't think it is strong enough to work properly.
Chazz and Ken grabbed the last E-Coli sample behind AGS.
Rich and Chazz cleaned the Effluent pipe from the clarifier to the U.V. system.
Completed and submitted monthly discharge monitoring report to US-EPA and NHDES.
Cleaning day.
- 08/09/21 –Ken Vacation day.
- 08/10/21 -Rich & Ken marked a dig safe on Western Ave.
Ken installed a chain and hook door holder on Grit Rm. outside door.
Chazz ran the Belt Press today.
- 08/11/21- Rich & Chazz cleaned the U.V. racks and replaced 2 lamps.
Ken & Rich pulled 2 barrels of rags from sludge holding tanks.
Cleaning and sweeping in the Grit Rm.
- 08/12/21- Called AAA Pump service, set up a date of 8/16 to install rebuilt #3 pump at Ramsdell Rd. Pump Station and 8/24 – 8/27 to install 2 new pumps at West Henniker Pump Station.
Chazz running Belt Press today.
- 08/13/21- Ken & Chazz brought 9 new manhole frames and covers to Highway Dept. for paving Job at Depot Hill Rd.
Updating WWTP monthly maintenance list.
Inventoried U.V. system spare parts prior to placing an order.
- 08/16/21-AAA Pump Service here to install rebuilt #3 pump at Ramsdell Rd. Pump Station.
Pump is installed and running.
Rich and Chazz cleared some brush at West Henniker Pump Station and removed grease.
- 08/17/21-Made arrangements to ship rolloff to Merrimack on Friday 8/20/2021.
Rich is mowing the lawn on the back side of the fence at the Treatment plant.
Received 50 new grit boxes for shipping.
- 08/18/21-Employee appreciation lunch today.
- 08/19/21-Ken cleaning bathroom and Blower bldg..
- 08/20/21-Ken vacation day.
- 08/23/21-Working on setting up a new Account with Imperial Dade, formerly Central Paper to purchase paper products.
Received new retractable lifeline for West Henniker P.S. wet well.

08/24/21- Chazz called out sick.
AAA Pump Service at West Henniker Pump Station installing 2 new pumps.
Rich mowing at Treatment Plant, Ken is weed wacking.
1 new pump installed and running at WHPS, AAA will return tomorrow to install #2.

08/25/21- AAA Pump Service at WHPS installing #2 pump.
Ordered 12 drums 50% caustic.
Ordered 2 new front tires for the lawn tractor.
We found 2 torn belts on the Belt Press, had to shut the press down, will have to replace the belts, we have them in stock.
AAA finished installing #2 pump at WHPS.

08/26/21- Ken and Chazz cleaning WHPS dry well after new pumps installed.

08/27/21- Rich vacation day.
Chazz brought rims and new tires from lawn tractor to Mr. Gee's for mounting.
Cleaning day.

08/30/21- All 3 of us replaced 2 belts on the Belt Press, middle and bottom belts.
Ordered 2 new replacement belts.

08/31/21- Ken and Chazz marked a Dig Safe on Rush Rd.
All 3 of us changed oil and cleaned rags from Selector Mixer #2.
Rich and Chazz changed 3 lamps at the U.V. System.
Ken & Rich completed off site desk audit for NHDES WWTP inspection.

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

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

Facility Henniker Wastewater Treatment

Chief Operator Richard Slager

Month August Year 2021

Date and Day of Week	Rain or Snow (in.)	Wastewater Flow In (MGD)(1)				Chlorine Residual (mg/L)		Lbs. of Cl.	Settleable Solids (ml/L)		pH		D.O. mg/L	Turb. NTU	Total Suspended Solids (mg/L)		Coliform (#/100 ml)				
		INF.	EFF.(2)		EFF.	A.M.	P.M.		Lbs.	INF.	EFF.	INF.			EFF.	EFF(3)		EFF(3)	INF.	EFF.	EFF.
			TOTAL	MIN.																	
1	S .25 R	0.167	0.110	0.230	0.165						7.0										
2	M	0.156	0.100	0.220	0.159						7.2	7.0		0.8		1.0					
3	T	0.184	0.110	0.230	0.184						7.4	6.9		0.9	91.0	2.0	1.0				
4	W	0.154	0.080	0.240	0.148						7.2	6.9		0.9	116.0	3.0	1.0				
5	TH	0.145	0.080	0.190	0.145						7.3	6.9		0.8							
6	F	0.143	0.080	0.290	0.174						7.2	6.9		0.9							
7	S	0.135	0.040	0.300	0.133						6.8										
8	S	0.138	0.070	0.200	0.134						6.8										
9	M	0.125	0.060	0.190	0.124						7.3	7.0		0.9			1.0				
10	T	0.122	0.060	0.170	0.118						7.3	7.0		0.9		2.0	1.0				
11	W	0.124	0.060	0.300	0.151						7.1	6.9		1.1			1.0				
12	TH	0.121	0.050	0.180	0.116						7.3	7.0		1.0		3.0					
13	F	0.124	0.050	0.280	0.156						7.2	7.0		0.9							
14	S	0.133	0.050	0.170	0.125						6.9										
15	S	0.119	0.040	0.200	0.117						6.9										
16	M	0.130	0.030	0.190	0.122						7.3	7.0		0.9			3.1				
17	T	0.134	0.030	0.200	0.120						7.2	7.0		1.0		3.0	1.0				
18	W	0.126	0.030	0.200	0.121						7.4	7.0		0.7		2.0	1.0				
19	TH .65 R	0.130	0.040	0.200	0.132						7.4	6.9		0.9							
20	F	0.137	0.050	0.250	0.157						7.5	6.9		0.8							
21	S	0.135	0.050	0.210	0.142						7.0										
22	S .75 R	0.127	0.050	0.180	0.130						6.9										
23	M 1.1 R	0.124	0.060	0.200	0.135						7.4	7.0		1.2			1.0				
24	T	0.145	0.060	0.250	0.156						7.2	7.0		1.2		3.0	1.0				
25	W	0.150	0.070	0.240	0.152						7.3	7.0		1.0		2.0	1.0				
26	TH	0.156	0.070	0.320	0.169						7.4	6.9		1.0							
27	F	0.145	0.060	0.210	0.139						7.3	6.8		1.1							
28	S .10 R	0.139	0.050	0.200	0.136						6.8										
29	S .20 R	0.133	0.050	0.190	0.128						6.8										
30	M	0.125	0.060	0.220	0.134						7.3	7.0		0.9			1.0				
31	T	0.133	0.050	0.200	0.135						7.4	7.0		0.9		2.0	1.0				
			Max	0.320	0.184						min	6.8									
Totals		4.259	---	---	4.357	---	---				max	7.0	---	---	---	---	---				
Averages		0.137	---	---	0.141						---	---	ERR	0.9	103.5	2.4	1.1				

(1) Show Units (MGD or GPD)

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

(3) Before Chlorination

% Removal: **98%**

Date and Day of Week	B.O.D. (mg/L)		Septage gal	BOD (lbs/day)		TSS (lbs/day)	
	INF.	EFF(3)		INF.	EFF(3)	INF.	EFF(3)
1 S							
2 M							
3 T	69.0	2.4		105.9	3.7	139.6	3.1
4 W	69.0	2.3		88.6	2.8	149.0	3.7
5 TH							
6 F							
7 S							
8 S							
9 M							
10 T		2.6			2.6		2.0
11 W							
12 TH		2.4			2.3		2.9
13 F							
14 S							
15 S							
16 M							
17 T		2.5			2.5		3.0
18 W		2.4			2.4		2.0
19 TH							
20 F							
21 S							
22 S							
23 M							
24 T		3.2			4.2		3.9
25 W		2.4			3.0		2.5
26 TH							
27 F							
28 S							
29 S							
30 M							
31 T		2.4			2.7		2.3
Totals	---	---	---	194.5	26.2	288.6	25.4
Avg.	69.0	2.5		97.3	2.9	144.3	2.8

% Removal: 96%

Signature: _____

Additional Information:

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


Report personnel changes, chlorine or power outages, equipment breakdowns, etc. below.

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

"The only Henniker on Earth"



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

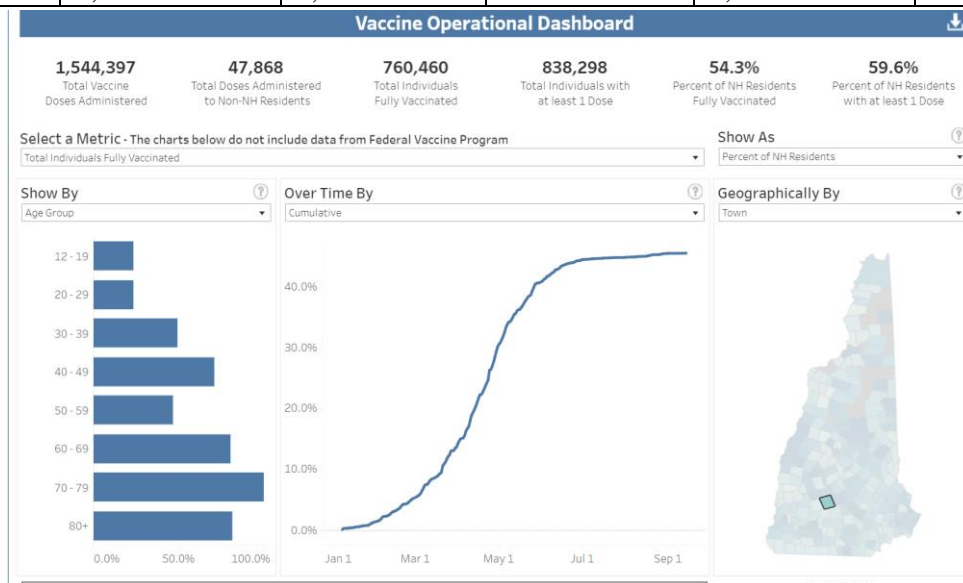
To: Board of Selectmen
From: Joseph Devine, Town Administrator 
Date: September 21, 2021
Ref: **Town Administrator's Report**

I am pleased to report on the following items:

- **COVID-19 Update** – As of September 16, 2021, we have 12 active cases. We have had 16 new cases in the past fourteen days, a total of 299 cumulative cases. The positivity rate over the past seven days is 8.9%.

As for vaccinations, we see minimal new vaccinations. We are still lagging behind the State of NH Average (54.3%) and several surrounding communities.

Town Name	Population	1 Dose	% of 1 Dose	Fully Vaccinated	% Fully Vaccinated
Henniker	4,969	2,455	49.4%	2,263	45.5%



- **Assistant Manager Transfer Station** – We have begun advertising for a full-time Assistant Transfer Station Manager. The posting went active on September 7, 2021, and we have received one application thus far. This position will work with the Transfer Station Manager to ensure a smooth-running operation.
- **Deputy Finance Director/HR Coordination Position** – This is a new position created after our part-time Financial Assistant's resignation. The reasoning behind this new full-time position is to assist with our current Financial Director's succession planning, who has begun to think about his inevitable retirement. The posting went active on September 7, 2021 and we have received five applications thus far.
- **Cable Franchise Agreement** – I have been researching the status of the Town's cable franchise agreements. The current franchise agreement with Comcast agreement is from 1980. As a practical legal matter, those cable TV companies are providing services in the Town pursuant to the terms of those franchise agreements, even if the agreements have passed their expiration dates. It is better to renew the cable documents, but the companies have legal obligations under those agreements.

I have spoken with Attorney Katherine Miller from Donahue, Tucker & Ciandella, specializing in cable franchise agreements. She recently assisted Jaffrey and Peterborough with Comcast. If the Town decides to work with DTC to renew these agreements, they recommend we develop audit questions for the companies to answer to ensure that they comply with the terms of those franchises. If there are no areas of non-compliance, this is the time to get them addressed. The Board needs to do this due diligence before renewing either franchise agreement.

For TDS, if there are no compliance issues, we may be able to do a simple Amendment to update the current franchise agreement. For Comcast, that agreement needs to be replaced. I am looking to see what the Board's wishes are.

- **Citizens Academy** - Join your neighbors as part of the Town's Citizens Leadership Academy, an 8-week, up-close view of local government. Participants will take a deep dive into all aspects of their Town government through various classes and interactive activities. Participants will explore the following departments: Town Government overview, Fire, School, Highway, Library, Wastewater, Solid Waste/Parks and Properties, and Police.

Weekly sessions on Thursday evenings at various locations around the Town of Henniker from 6:00 - 8:00 PM beginning September 30th. Graduation will be on Tuesday, December 7th.

To be considered for the Fall 2021 class, please complete and return the application below by 12:00 PM on Friday, September 24th. Notice of acceptance into the academy will be communicated to applicants by Monday, September 27th.

Ongoing Projects

- Vacation time vs. PTO Time

Upcoming Dates

September 21 – Board of Selectmen
September 22 – Planning Board Meeting

FRANCHISE AGREEMENT FOR CABLE TELEVISION

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

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

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

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

SECTION II - GRANT OF FRANCHISE

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

SECTION III - TERM

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

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

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

SECTION IV - COMPLIANCE WITH GOVERNMENTAL RULES AND REGULATIONS

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

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

SECTION V - CONSTRUCTION OF TRANSMISSION FACILITIES

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

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

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

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

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

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

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

SECTION VI - INDEMNIFICATION OF TOWN

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

Dollars (\$100,000.00) aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than One Hundred Thousand Dollars (\$100,000.00) as to one person and no less than Three Hundred Thousand Dollars (\$300,000.00) as to any one accident. The OPERATOR shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen's Compensation Laws in effect that may be applicable to the OPERATOR. All insurance required by this Agreement shall be and remain in full force and effect when construction of physical facilities commences and for the entire life of this Agreement. Said policy or policies of insurance, or a certified copy or copies thereof shall be deposited with, and kept on file in the TOWN office.

SECTION VII - SERVICE PROVIDED

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

Presently authorized under rules

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

Frequency modulation (FM) service will also be provided.

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

SECTION VIII - RATES FOR SERVICE

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

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

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

Installation

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

Basic Service (Monthly)

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

Frequency Modulation (FM) Service

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

SECTION IX - FREE SERVICE

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

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

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

SECTION X - DILIGENCE

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

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

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

SECTION XI - COMPLAINTS

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

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

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

SECTION XII - ASSIGNABILITY

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

SECTION XIII - NOTICE

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

SECTION XIV - SEVERABILITY

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

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

TOWN OF HEMMEN

CABLEVISION SERVICE CO., INC.

By: David P. Curner
Chairman of Selectmen

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

Clyburn Fyebert
Selectman

Cecil H. Wright Jr
Selectman

Selectman

Marsha B. Felder, Vice President

MERRIMACK COUNTY TELEPHONE COMPANY

CABLE TELEVISION FRANCHISE

FOR

THE TOWN OF HENNIKER,

NEW HAMPSHIRE

TABLE OF CONTENTS

INTRODUCTION.....	1
ARTICLE 1	2
DEFINITIONS	2
SECTION 1.1 - DEFINITIONS	2
ARTICLE 2	6
GRANT OF FRANCHISE	6
SECTION 2.1 - GRANT OF FRANCHISE.....	6
SECTION 2.2 - TERM: NON-EXCLUSIVITY	6
SECTION 2.3 – RENEWAL OF FRANCHISE	7
SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [SEE RSA 53-C:3-B]	7
SECTION 2.5 - RESERVATION OF AUTHORITY.....	8
SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS.....	8
ARTICLE 3	10
SYSTEM SPECIFICATIONS AND CONSTRUCTION.....	10
SECTION 3.1 - AREA TO BE SERVED	10
SECTION 3.2 - SUBSCRIBER NETWORK	11
SECTION 3.3 - PARENTAL CONTROL CAPABILITY.....	11
SECTION 3.4 - EMERGENCY OVERRIDE.....	11
SECTION 3.5 – DELIVERY OF SIGNALS	12
SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS.....	12
ARTICLE 4	13
TECHNOLOGICAL AND SAFETY STANDARDS	13
SECTION 4.1 - SYSTEM MAINTENANCE	13
SECTION 4.2 - REPAIRS AND RESTORATION	15
SECTION 4.3 - CABLE LOCATION	15
SECTION 4.4 - TREE TRIMMING.....	16
SECTION 4.5 - PLANT MAP	16
SECTION 4.6 - BUILDING MOVES	17
SECTION 4.7 - DIG SAFE	17
SECTION 4.8 - DISCONNECTION AND RELOCATION	17
SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE	18
SECTION 4.10 - EMERGENCY REMOVAL OF PLANT	18
SECTION 4.11 - EMERGENCY POWER.....	18
ARTICLE 5	19
PROGRAMMING	19
SECTION 5.1 - BASIC CABLE SERVICE	19
SECTION 5.2 - PROGRAMMING.....	19
SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE	19
ARTICLE 6	20
PEG ACCESS CHANNEL.....	20
SECTION 6.1 - PEG ACCESS CHANNEL	20

ARTICLE 7	20
CUSTOMER SERVICE AND CONSUMER PROTECTION.....	20
SECTION 7.1 - CUSTOMER SERVICE	20
SECTION 7.2 - CUSTOMER COMPLAINTS	20
SECTION 7.3 - SERVICE INTERRUPTIONS.....	20
SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY	21
SECTION 7.5 - PROPRIETARY INFORMATION.....	21
SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS	22
ARTICLE 8	22
PRICES AND CHARGES	22
SECTION 8.1 - PRICES AND CHARGES	22
ARTICLE 9	23
REGULATORY OVERSIGHT.....	23
SECTION 9.1-FRANCHISE FEE PAYMENTS.....	23
SECTION 9.2 - INDEMNIFICATION	24
SECTION 9.3 - INSURANCE	24
SECTION 9.4 - REPORTS.....	25
SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY	25
SECTION 9.6 - REVOCATION OF FRANCHISE.....	26
SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE	27
SECTION 9.8 - TRANSFER OR ASSIGNMENT	28
SECTION 9.9 - INCORPORATION BY REFERENCE.....	29
SECTION 9.10 - REMOVAL ON TERMINATION.....	29
ARTICLE 10	30
MISCELLANEOUS	30
SECTION 10.1 - SEVERABILITY.....	30
SECTION 10.2 - FORCE MAJEURE	30
SECTION 10.3 - NOTICES	31
SECTION 10.4 - ENTIRE AGREEMENT.....	31
SECTION 10.5 - CAPTIONS.....	32
SECTION 10.6 - APPLICABILITY OF FRANCHISE.....	32
SECTION 10.7 - WARRANTIES	32
<i>EXHIBIT A</i>	<i>34</i>
<i>EXHIBIT B</i>	<i>35</i>

HENNIKER, NH FRANCHISE

INTRODUCTION

WHEREAS, Merrimack County Telephone Company, a wholly owned subsidiary of TDS Telecommunications Corporation, a wholly owned subsidiary of Telephone and Data Systems, Inc. (hereinafter "Franchisee"), has requested a franchise to operate a cable television system in the Town of Henniker, New Hampshire (hereinafter the "Town") pursuant to NH RSA Chapter 53-C;

WHEREAS, Franchisee filed a written request with the Town for a franchise agreement by letter dated January 7, 2014 in conformity with the federal Cable Act;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

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

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

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

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

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

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

the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems. Nothing herein shall be deemed to restrict Franchisee from any regulatory relief which may be available in the event of a definitive ruling that an Internet Protocol IP system does not fall within the definition of a “cable system” under federal law.

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

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

(f) Effective Date – means July 22, 2014.

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

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

(i) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(j) Franchisee – means Merrimack County Telephone Company, a wholly owned subsidiary of TDS Telecommunications Corporation, or any successor or transferee in accordance with the terms and conditions in this Franchise.

(k) Gross Annual Revenues – means the monthly subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Henniker to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, and net advertising (less agency fees) or home shopping revenue. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income,

nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Franchisee on behalf of such entity.

(l) Internet Protocol or IP – means the system of digital communications conventions and instructions, or any successor system, governing the transmission and formatting of data across the interconnected worldwide network of computer networks known as the “Internet.”

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

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

(o) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the Town of Henniker Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) “Governmental”: Non-commercial programming produced by Town of Henniker departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) “Public”: non-commercial programming produced by the residents of the Town of Henniker, or produced by an access corporation or non-profit corporation operating within the Town of Henniker, and other non-commercial programming not ordinarily offered by operators of cable systems.

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

(q) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public

way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Henniker, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Henniker for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

(s) Renewal Franchise - means a renewal franchise agreement and any amendments or modifications in accordance with the terms herein.

(t) Standard Installation – shall mean the standard one hundred fifty feet (150') Drop connection to the existing distribution system.

(u) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

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

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

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

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

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

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

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of fifteen (15) years and shall commence on July 22, 2014, and shall terminate at midnight on, July 21, 2029. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See RSA 53-C:3-b]

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C and not inconsistent with federal law, the Franchising Authority shall not grant any additional franchises for Cable Service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Town.

(b) In the event that the Franchisee believes that any additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional franchise is on terms more favorable or less burdensome than those contained in this Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Franchise within a reasonable time.

(d) The issuance of additional franchise(s) shall be subject to all applicable federal and state laws, including RSA 53-C:3-b and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee demonstrates that any existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchise shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

SECTION 2.5 - RESERVATION OF AUTHORITY

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

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160 et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to

install. Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent the Franchisee is not already subject to tax assessment in the Town under RSA 72:23,I(b), the Franchisee using or occupying property of the state or of a city, town, school district or village district pursuant to this franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.7 herein, "failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority." Accordingly, this is a material term of the franchise and failure to pay duly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 9.7, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.6 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, the Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to homes located in Franchisee's exchange area, within two hundred fifty (250) feet of the Franchisee's IPTV-equipped distribution cable. For non-Standard Installations, the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to de minimis areas of the Town which are currently served by Franchisee from a contiguous cable television system or which are currently unserved but could be served by the Franchisee's cable television system in abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform to the Cable Act. Any dwelling unit within one hundred fifty feet (150') aerial of the Subscriber Network shall be entitled to a Standard Installation rate in accordance with federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice

of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750 MHz or comparable capacity with alternative technology.

(b) Consistent with 47 U.S.C. § 534(b), Franchisee shall comply with all regulations concerning the transmission of advanced television signals.

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

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

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

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

(b) If the Subscriber chooses to use a converter to achieve the parental control capability, Franchisee may charge Subscriber for use of the converter.

SECTION 3.4 - EMERGENCY OVERRIDE

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

SECTION 3.5 – DELIVERY OF SIGNALS

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

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall install Drops and Outlets and provide Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in Exhibit A attached hereto, provided such are considered to be a Standard Installation and absent of other unusual installation conditions and requirements.

(b) Upon request, the Franchisee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge for all new Public Buildings and other Town owned Public Buildings, along the Subscriber Network subject to the limitations set forth above. This obligation shall pertain to any new or relocated Public Buildings throughout the term of this franchise, which shall be wired within six (6) months, weather permitting, of a written request delivered to Franchisee by the Franchising Authority. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets, as listed in Exhibit A, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already has a free Drop or Outlet.

(d) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

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

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

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

(e) The signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The

Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

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

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

SECTION 4.2 - REPAIRS AND RESTORATION

- (a) Franchisee shall adhere to the performance standard set by the FCC.
- (b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.
- (c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

- (a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.
- (b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local

ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way.

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

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

SECTION 4.4 - TREE TRIMMING

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

SECTION 4.5 - PLANT MAP

Upon completion of construction in Franchisee's initial Cable Service area as described in this Franchise Agreement, Franchisee shall prepare a map showing where Franchisee's Cable

Service is available in the Town. The map shall be available for the inspection by Town officials upon reasonable advance request at Franchisee's nearest office.

SECTION 4.6 - BUILDING MOVES

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

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

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

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

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

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee, nor shall any Person take any actions designed to intercept or receive any service transmitted by Franchisee, unless authorized to do so by Franchisee.

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

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

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

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of twenty-four (24) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

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

SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL

SECTION 6.1 - PEG ACCESS CHANNEL

The Franchising Authority may request that the Franchisee enter into negotiations to amend this Franchise to provide the terms and conditions under which one (1) PEG Access channel may be provided to the Town, consistent with 47 U.S.C. § 531 and RSA 53-C:3-a., III.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC (47 C.F.R. § 76.309) as they exist or as they may be amended from time to time.

SECTION 7.2 - CUSTOMER COMPLAINTS

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

SECTION 7.3 - SERVICE INTERRUPTIONS

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

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. § 551 and regulations adopted pursuant thereto, as they may be amended.

SECTION 7.5 – PROPRIETARY INFORMATION

To the extent permitted by RSA 91-A and notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any such information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority who have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. § 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary” or “confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall promptly notify Franchisee of such request and, prior to any disclosure, shall give Franchisee a reasonable opportunity to seek and obtain a protective order from a court or tribunal of competent jurisdiction; provided, however, that

Franchisee shall be solely responsible for all costs arising from or related to Franchisee's decision to pursue a protective order.

SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS

All of the Franchisee's employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee. All of the Franchisee's vehicles or Franchisee's contractors' vehicles which have direct contact with customers shall be placarded to identify them.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

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

(b) The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1-FRANCHISE FEE PAYMENTS

(a) The Franchising Authority reserves the right to require that the Franchisee shall provide Franchise Fees to the Town, not to exceed five percent (5.0%) of the Franchisee's Gross Annual Revenues, so long as each franchisee in the Town is subject to requirements substantially equal to those established in this Section 9.1. The Franchising Authority shall exercise that right by vote in a public meeting of the Board of Selectmen of the Town and shall notify Franchisee of such vote.

(b) The Franchisee's payments to the Town shall be made on an annual basis forty-five (45) days after the close of the previous year. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

(c) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), the Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues[PJP1],[PJP2]

(d) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder.

(e) Franchisee reserves its rights to pass through any and all eligible franchise related costs to subscribers, including Franchise Fees.

(f) The Franchising Authority may, within 15 months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If Franchisee's Gross Annual Revenue was understated by more than 3% in the payment(s) to the Town, Franchisee shall pay the cost of conducting the audit. Any untimely or underpayment shall bear interest at the rate of 18% per year.

SECTION 9.2 - INDEMNIFICATION

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

SECTION 9.3 - INSURANCE

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

occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. All policies will contain provisions that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

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

SECTION 9.4 - REPORTS

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

SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.6 - REVOCATION OF FRANCHISE

(a) This Franchise may be terminated by the Selectboard, after notice and opportunity to cure pursuant to Section 9.7 hereof and after a duly noticed public hearing, for any of the following reasons:

- (i) A violation of any obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Board of Selectmen except as otherwise provided in this section.
 - (ii) Repeated failure to maintain signal quality under the standards required by this Franchise or by the FCC, whichever is more stringent.
 - (iii) Any assignment of the Franchise without notice to the Board of Selectmen.
 - (iv) Failure to pay the Franchise Fee within thirty days (30) calendar days after the due date. The Board of Selectmen shall have given the Franchisee seven (7) days' notice, in writing, of its intent to terminate.
- (b) Except as to subsection (a)(iv) above:
- (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;
 - (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE

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

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

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

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

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

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to Section 9.7(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.7(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to Section 9.7(c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.7(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Telephone and Data Systems, Inc. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.9 - INCORPORATION BY REFERENCE

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

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.10 – REMOVAL ON TERMINATION

Upon termination of the period of the franchise or of any renewal of the franchise, by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances used solely for the provision of Cable Service from the streets, ways, lanes, alleys, parkways, bridges, highways and other public and private places over, under or along which they are installed and shall restore the areas to their original conditions. If such removal is not completed within twelve (12) months after termination the Franchising Authority may cause all or part of same to be removed at Franchisee's expense.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10.3 - NOTICES

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

Town of Henniker
Attn: Board of Selectmen
18 Depot Hill Rd.
Henniker, NH 03242

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

TDS Telecom
Attn: Legal Department
525 Junction Rd.
Madison, WI 53717

with copies to:

TDS Telecom
Attn: Manager—State Government Affairs
24 Depot Square
Northfield, VT 05663

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

SECTION 10.4 - ENTIRE AGREEMENT

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

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - APPLICABILITY OF FRANCHISE

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

SECTION 10.7 - WARRANTIES

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

(a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise to enter into and legally bind the Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise ;

(c) This Franchise is enforceable against the Franchisee in accordance with the provisions herein; and

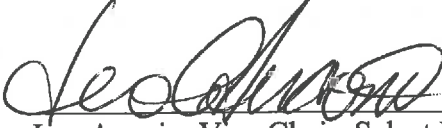
(d) There is no action or proceeding pending or threatened against the Franchisee which would interfere with performance of this Franchise.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 22nd DAY OF

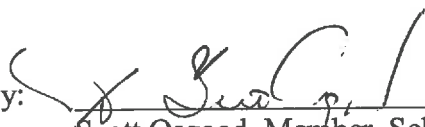
JULY, 2014.

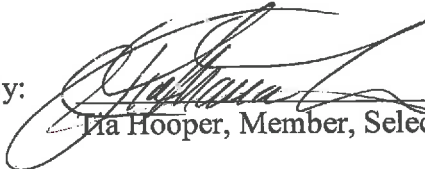
TOWN OF HENNIKER

By: 
Kris Blomback, Chair, Select Board

By: 
Leo Aucoin, Vice Chair, Select Board

By: 
Bob French, Member, Select Board

By: 
Scott Osgood, Member, Select Board

By: 
Lia Hooper, Member, Select Board

**MERRIMACK COUNTY TELEPHONE
COMPANY**


By: 

EXHIBIT A
COURTESY DROPS TO
PUBLIC BUILDINGS ON
THE CABLE SYSTEM

Public School Buildings:

Henniker Community School	51 Western Avenue
SAU 24 Office	258 Western Avenue

Municipal Buildings:

Tucker Free Library	31 Western Avenue
Henniker Town Hall	18 Depot Hill Road
Henniker Police Station	340 Western Avenue
Henniker Fire & Rescue Station	216 Maple Street/ Route 114
Wastewater Treatment Plant	199 Ramsdell Road
Highway Department	209 Ramsdell Road
Transfer Station/ Recycling Center	1393 Weare Road/ Route 114
Community Center & Teen Center	57 Main Street
Cogswell Spring Water Department	146 Davison Road
Academy Hall/ Henniker Historical Society	51 Maple Street/ Route 114
Grange Hall	21 Western Avenue

EXHIBIT B PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

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