



# TOWN OF WARNER

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Select Board: Harry Seidel, Chairman  
Alfred Hanson, Vice Chair  
Michael J. Smith  
Kathleen Frenette, Town Administrator

## Select Board Public Meeting Minutes December 15, 2025 9:30 AM

### I. Open the Public Meeting / Roll Call / Pledge of Allegiance

Chairman Harry Seidel called the meeting to order at AM. The Pledge of Allegiance was recited.

Select Board present: Chairman Harry Seidel, Vice Chair Alfred Hanson and Mike J. Smith via Zoom.

Public Present: Judy Newman-Rogers, Police Chief Bill Chandler, Michele Courser, Ginger Marsh, Ed Mical, Martha Mical, Tammy Hill.

### II. Select Board Business

#### 1. Department Heads:

##### a. Personnel Policy Updates

Michele Courser explained that the previous edits have been made to the document.

Michele Courser stated that on page 8 under the Holidays there are eleven paid holidays. She explained that Juneteenth was added. She noted that the asterisks notes Indigenous Peoples Day and the day after Thanksgiving for Town Hall and Easter for the Transfer Station.

Vacation page 10 and 11: Michele Courser reviewed the accrual of vacation and sick time changes.

Comp time: Bill Chandler explained the adjustment to the comp time policy. He stated that the change allows supervisors to approve the use of comp time to be used within the same calendar year.

Bill Chandler explained that at this point it is up for the Select Board to review and approved in hopes that it would be effective January 1, 2026.

**Harry Seidel made a motion seconded by Mike Smith to accept and adopt the proposed personnel policy to be effective January 1, 2026. Roll Call Vote Hanson YES Smith YES Seidel YES**

*Discussion on the motion:* Harry Seidel thanked Bill Chandler and Michele Courser for their hard work.

##### b. Town Clerk, Process Update for State Funds

Michele Courser explained that State is changing the bank from Sugar River to Citizens Bank for State funds to be deposited. She explained that the funds are deposited every day. Michele Courser explained that the funds would still be deposited into Sugar River Bank and then by a ACH transfer the funds would be deposited into Citizens Bank daily. Michele Courser explained that the State requires the transfer to be made by the Finance Director. She informed the Select Board that she contacted the town auditor to discuss that the Town does not have a back up finance employee to handle the transfer if Clyde Carson is out. She explained that the auditor advised her that when she send the transfer email she would indicate that the Finance Director is out. Michele Courser explained that every day the amount changes. She stated that she was told that in other Towns the Town Clerk or Deputy Town Clerk make the transfer. She stated that she was concerned that would be considered a conflict but she was advised that would not be a conflict. Michele Courser believes that it would be easier if she or her deputy took care of the transaction.

1  
2 Harry Seidel asked Ginger Marsh Town Treasurer for her thoughts. Ginger Marsh stated that she believes  
3 the transfer should be done by the Finance Director but she understands that the Town does not have a back  
4 finance employee. Ginger Marsh stated that she needs a letter from the Town requesting the Town Clerk and  
5 Deputy Town Clerk to initiate ACH transfers from the Town Clerk account to the Citizens Bank State  
6 account.  
7

8 **Mike Smith made a motion seconded by Alfred Hanson to authorize the Town Treasurer /**  
9 **Administrator of Cash Management Accounts to set up the Town Clerk and Deputy Town Clerk to**  
10 **initiate ACH transfers from the Town Clerk's Sugar River Account to the State's Citizen Bank**  
11 **account. Roll Call Vote Hanson YES Seidel YES Smith YES**  
12

13 *Discussion on the motion:* Judy Newman-Rogers suggested a slight modification to the language,  
14 Mike Smith agreed to the modification.  
15

## 16 2. Applications – Director of Public Works

17 Harry Seidel explained that there are two applications for the position, both are currently employed in the  
18 Highway Department. Mike Smith stated that he has not received the Select Board packet for this meeting  
19 and he is not informed as to who the applicants are. Judy Newman-Rogers stated that both applications came  
20 in this morning prior to the meeting and she is emailing them to Mike Smith now. Mike Smith reiterated that  
21 packets need to be emailed because he is not coming into the Town Hall building. Harry Seidel stated that  
22 the meeting packet is in Mike Smith's mail box. Harry Seidel questioned why Mike Smith is not coming into  
23 the building because there is nothing barring him from coming in. Mike Smith disputed that and stated he  
24 would be happy to go into the reasons why. Mike Smith stated that receiving the applications during the  
25 meeting is absurd. Judy Newman-Rogers clarified that the applications came in this morning. She stated that  
26 she scanned the applications to email them to Mike Smith and she distributed them to Harry and Alfred at the  
27 start of the meeting. Harry Seidel explained that the Select Board needs to schedule a non-public meeting to  
28 review and discuss the applications. Alfred Hanson stated that when Mike Smith has reviewed the  
29 applications he can contact them to schedule the non-public. Mike Smith agreed. Mike Smith asked if there  
30 was a meeting on Friday. Harry Seidel explained that on Friday he attended a meeting with partial  
31 representation from Webster and Hopkinton to discuss the ambulance situation. Harry Seidel stated that he  
32 sent the information to Mike Smith.  
33

## 34 3. Avitar Contract

35 Harry Seidel asked if Mike Smith reviewed the Avitar contract that was sent to him previously. Mike Smith  
36 stated that he has not received it. Harry Seidel explained that the contract projects forward over the next five  
37 years and it has a cost for 2026, 2027, 2028, 2029 and 2030. He stated that the annual cost is \$32,172 per  
38 year. Harry Seidel explained that at the end of the contract (2030) there is an update of \$85,536 totaling  
39 \$246,396 which is the cost that would normally be set aside in the CIP.  
40

41 Harry Seidel explained that he contacted NHMA because the Select Board is not able to sign a five year  
42 contract. He informed the Select Board that NHMA does not view this as a five year contract where the  
43 town gives a lump sum for five years but it is a one year contract that does lock in a price for the next five  
44 years. Harry Seidel stated that there is a provision in the agreement that allows either party to terminate the  
45 agreement in writing giving 30 days notice.  
46

47 Harry Seidel stated that he would like the Select Board to act on this and he stated that he is unsure if Mike  
48 Smith has reviewed the contract. Judy Newman-Rogers was acknowledged by the Chair. Judy Newman-  
49 Rogers stated that this was originally addressed at the November 4<sup>th</sup> meeting and she just emailed it to Mike

1 Smith. Mike Smith acknowledged he has received the email but he has not reviewed it yet. Mike Smith  
2 stated that he is hesitant to sign something for 5 years. Harry Seidel understands the reluctance that Mike  
3 Smith expressed. Harry Seidel stated that he is disappointed that Mike Smith has not reviewed the contract  
4 that he has had since November 4<sup>th</sup>. Harry Seidel reiterated that he would like to move forward with this.  
5 Mike Smith clarified that the contract was posted on line but he did not receive it.

6  
7 Alfred Hanson asked what legal counsel has advised to do regarding the language noting a 5 year contract.  
8 Harry Seidel explained that legal counsel views this as a one year contract that is linked to four other years  
9 because the Town is not paying a lump sum for a 5 year contract. He noted that it is paid one year at a time  
10 with the continuing agreement that can be terminated in writing with 30 day notice. Harry Seidel stressed  
11 that this agreement enables the Town to with hold CIP annual deposits of \$52,000.

12  
13 **Alfred Hanson made a motion seconded Harry Seidel to accept the contract with Avitar Associates of**  
14 **New England for 5 years. Roll Call Vote Hanson YES Seidel YES Smith NO**

15  
16 *Discussion on the motion:* Mike Smith reiterated that the Select Board is not able to sign a 5 year  
17 contract. He stated that he likes Loren but with all the problems with the reval he is hesitant to do this. Harry  
18 Seidel state that the previous Select Board signed a five year contract with Sansoucy to defend the utilities.  
19 Alfred Hanson explained that legal counsel is behind the agreement. Mike Smith expressed frustration. He  
20 stated that the Board voted to put out an RFP to see what else is out there and now that is not going to  
21 happen. Alfred Hanson explained that if the town moved to a new assessing company they would need to do  
22 another reval for \$250,000 and they would be starting over. Mike Smith reiterated that he is frustrated with  
23 the board making a decision and not following through.

24  
25 Ed Mical noted that there is an added cost for any appeal defense of \$200 per hour. Harry Seidel disagreed  
26 with Mike Smith that the Board voted to put out an RFP. Harry Seidel explained that the assessor through  
27 the reval process brought Warner's property values up to market value pursuant to state law. He noted that is  
28 occurring in communities throughout the state. He explained that a new assessor would follow the same  
29 process and would be significant cost to the town.

30  
31 Judy Newman-Rogers was recognized by the Chair. Judy Newman-Rogers read an excerpt from the draft  
32 minutes from the last Select Board meeting regarding the motion for an RFP. *"Mike Smith made a motion to*  
33 *put the assessing services out for an RFP. No second was made. Alfred Hanson made a motion seconded by*  
34 *Harry Seidel to table the Avitar contract for further discussion. Roll Call Vote Hanson YES Seidel YES Smith*  
35 *NO"*

36  
37 Martha Mical explained that precedent has been to stay with the Assessor for the next four years until the  
38 next required reval. She stated that an RFP can be done at that time. She cautioned that continuity is  
39 important to the process.

40  
41 Mike Smith reiterated that he did not receive the contract or the meeting packet.

42  
43 4. Cell Tower at Transfer Station, Draft Option

44 The Select Board discussed a letter received from Sam Tweedale the representative for Verizon addressing  
45 the Select Board's request for the installation of repeaters at no cost to the Town and the possibility of  
46 additional wireless carriers to utilize the tower. The letter asks the Select Board to provide the repeater  
47 specifications (dimensions and weight). Alfred Hanson and Harry Seidel stated that the letter does not stated  
48 that the repeaters would be installed at no cost to the Town. Harry Seidel asked Ed Mical if he has  
49 knowledge regarding who would assist the Town with the repeater specifications and what is needed for 911.

1 Ed Mical stated that he could contact the Police Chief and Fire Chief. Alfred Hanson noted that the tower is  
2 not owned by Verizon, it is owned by another company who leases it to Verizon.

3  
4 Select Board Questions: who owns the tower, who pays for the repeaters and has the initial offer been revised

5  
6 Bill Chandler was recognized by the Chair. Bill Chandler suspect that individual carries would request the  
7 repeaters to be installed. He stated that the Sherriff department is the dispatcher for Warner and should be  
8 involved. Bill Chandler offered to contact the Sherriff's office. Mike Smith explained that the repeater  
9 should be available to the Department of Public Works. Martha Mical asked if the repeater is necessary if  
10 Warner is on the repeater on the Kearsarge Tower. Harry Seidel explained that service in the proposed tower  
11 location is very poor. Bill Chandler agreed and spoke about the west side of Warner where service is poor.

12  
13 Ed Mical asked about the proposed height of the tower. Alfred Hanson explained that will be determined  
14 when they conduct their study.

15  
16 5 Rules of Procedure, Updates  
17 Tabled

18  
19 6. Perambulation  
20 Harry Seidel explained that Henniker is still working with Hopkinton and nothing new has developed.

21  
22 **III. Public Comment**

23 None

24  
25 **IV. Consent Agenda**

26 None

27  
28 **V. Manifest**

29 Motion for the Select Board to approve the following previously signed manifests:  
30 Accounts Payable check numbers 12055 through 12065 dated 12/11/2025, in the amount of \$1,611,705.00  
31 which includes funding the warrants from taxation approved at the March 2025 Town Meeting and the  
32 Merrimack County annual tax apportionment.

33  
34 **Alfred Hanson made a motion seconded by Harry Seidel to accept the manifest motion as read. Roll**  
35 **Call Vote Hanson YES Seidel YES Smith NO**

36  
37 *Discussion on the motion:* Harry Seidel acknowledged that this is a lot of money. He explained that  
38 this funds everything that was approved at Town Meeting.

39  
40 Harry Seidel called a five minute recess at 10:54 AM

41  
42 **VI. Minutes**

43 None

44  
45 **VII. Select Board Other Business**

46 Harry Seidel recapped the meeting he attended regarding the ambulance situation. He stated that Mr. John  
47 Clark from Webster (former police officer and current Webster Selectman) along with Webster's assistant  
48 Town Administrator Russell Tatreau and himself met with two Hopkinton Selectmen and the Hopkinton  
49 Town Administrator. Harry Seidel explained that he presented Warner's position. He provided copies to the

1 Board of a summary of the discussions. Harry Seidel stated that he offered a proposal to see how it would be  
2 received. Harry Seidel explained that the proposal is not something that the Warner Select Board has  
3 discussed at length. He wanted to confirm that for practicality and economic reasons keeping the alliance  
4 together really is the best thing for all three towns. Harry Seidel stated that Warner learned September 24,  
5 2025 that the projection of \$89,000 was not enough and the new amount is \$241,000 an increase of 170%  
6 from what Warner was told. Harry Seidel spoke about the trending calculations used to determine Warner's  
7 share. He stated that Warner has not been included in determining the calculations. He stated that a new  
8 contract is need and trust needs to be re-established.

9  
10 Harry Seidel stated that Webster does not have a contract and fortunately Warner does for 2025. Harry Seidel  
11 stated that the \$152,000 increase for 2026 given the current conditions in Warner it is uncertain that it can be  
12 done. Harry Seidel spoke about the possibility of splitting the \$152,000 in half and add \$76,000 to the  
13 previous amount of \$89,000 bringing Warner's contribution to \$165,000. He explained that for 2026  
14 \$165,000 would be a transitional amount and then in 2027 Warner would be a full partner at \$241,000.

15  
16 Alfred Hanson stated that he would like to review the formula that Hopkinton used to determine Warner's  
17 share. He would like more explanation on how the formula was established. Alfred Hanson would like to  
18 review that information before making an offer.

19  
20 Harry Seidel stated that Jeff Donahue made the statement at the meeting that Warner has been taking  
21 advantage of Hopkinton for the last 10 years relating to the actual cost of ambulance services. Harry Seidel  
22 asserted that Warner has always paid the amount that Hopkinton billed. Harry Seidel informed the Board  
23 that Jeff Donahue also stated that someone may stand up at Hopkinton town meeting and say that Warner is  
24 not paying their share and remove Warner from the alliance. Harry Seidel explained that he was surprised  
25 that a Selectmen would say that because that would eliminate Warners contribution entirely which would  
26 increase the cost to Hopkinton and Webster.

27  
28 Harry Seidel questioned how Warner can protect itself because there is not another viable options for  
29 ambulance services. Henniker was not receptive and New London already services 7 other towns.

30  
31 Martha Mical stated that Warner residents used to be responsible for their ambulance cost. She explained that  
32 was how it was done prior to the 2011 ambulance agreement with Hopkinton.

33  
34 Tammy Hill encouraged the Select Board to carefully consider how any change from the current agreement  
35 may impact the Town.

36  
37 The Select Board discussed future protections for Warner that need to be included in the contract. Alfred  
38 Hanson stressed that he does not want to lose the service. Mike Smith stated that he would like to look into  
39 the legality of the Town billing residents for the cost of ambulance services. He stated that he looked into it  
40 in the past and found conflicting answers. He inquired if there is the possibility that the an outside service  
41 could bill for ambulance services. Harry Seidel asked for Mike Smiths position regarding the 2026  
42 ambulance cost increase. Mike Smith stated that there is a contract in place for 2025. Alfred Hanson  
43 reiterated that he wants to hear from Hopkinton the reason for the large increase. He stated that Warner  
44 abided by the agreement and if a mistake was made for the last 10 years that is not the fault of Warner. Judy  
45 Newman-Rogers stated that goes to the issue of trust. She explained that it is Hopkinton responsibility to  
46 justify the difference.

47  
48 Harry Seidel explained that Hopkinton points to lack of Medicare reimbursement, the state involvement and  
49 the increase in costs. Alfred Hanson reiterated that he is not ready to agree to anything before the meeting

1 tomorrow with Hopkinton and Webster. Harry Seidel that ambulance services is struggling statewide due to  
2 the cost of services. Harry Seidel stated that Mike Smith is skilled in negotiations and he asked if Mike  
3 Smith will attend the meeting tomorrow. He is going to try but if not in person he will Zoom in. He would  
4 like Warner to investigate billing Warner residents for their costs to save the Town money.

5  
6 Harry Seidel spoke about how Warner got here. He explained that the Hopkinton was not quantifying the cost  
7 until the town administrator from Bradford went to Hopkinton and she previously worked closely with  
8 Henniker on their ambulance service. Harry Seidel stated that when she went to Hopkinton she brought the  
9 quantifying calculations to Hopkinton and now Warner's cost have substantially increased.

10  
11 The Select Board discussed the landfill agreement between Warner and Hopkinton. Harry Seidel stated that  
12 he learned during the meeting last Friday that due to the significant rains earlier this year a crack occurred  
13 and the cost to repair it is \$800,000. Judy Newman-Rogers explained that a contract between Hopkinton and  
14 Warner relating to the landfill has never been found. Alfred Hanson suspects that Warner still has a  
15 responsibility. Ed Mical was under the impression that Warner was only responsible for the monitoring of the  
16 wells. Tammy LAST NAME encouraged the Select Board to do their due diligence because there are federal  
17 and state environmental regulations.

18  
19 **VIII. Non-Public Session** if needed (RSA 91-A:3 II (a,b,c,d,e,f,g,h,i,j,k,l,m) )

20  
21 **IX. Adjournment**

22 **Alfred Hanson made a motion seconded by Harry Seidel to adjourn the meeting. Roll Call Vote**  
23 **Hanson YES Seidel YES Smith YES**

24  
25 The meeting adjourned at 11:42 AM  
26 Respectfully submitted on 12/17/25 by Tracy Doherty  
27