



TOWN OF HENNIKER, NEW HAMPSHIRE

**SELECTMEN AGENDA**

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

**Tuesday March 7, 2023**

**5:45 PM**

**I. CALL TO ORDER**

**II. 5:45 PM NEW BUSINESS**

- 1) NON-PUBLIC RSA 91-A:3 (b) Hiring - Police Department Chief French

**III. 6:15 PM PLEDGE OF ALLEGIANCE**

**IV. ANNOUNCEMENTS**

- 2) Police Chief: new hire, retirements, and condolences

**V. CONSENT AGENDA**

- 3) Consent Agenda March 7, 2023

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

**VII. APPOINTMENTS WITH THE BOARD**

**VIII. CONTINUED BUSINESS**

**IX. NEW BUSINESS**

- 4) Leo Aucoin – Highway Department 2023 Paving Contract
- 5) Selectmen Schedule for Town/School Election Day – March 14, 2023

**X. TABLED BUSINESS**

- Crosswalk on Main St
- Henniker Handmade and Homegrown request to expand event to parking lot

**XI. PAST MEETING MINUTES**

- 6) Acceptance of Board of Selectmen meeting minutes February 21, 2023
- 7) Acceptance of Board of Selectmen non-public minutes 8:13 p.m. February 21, 2023

8) Acceptance of Board of Selectmen non-public minutes 8:20 p.m. February 21, 2023

**XII. COMMUNICATIONS**

- 9) Town Administrator Report
- 10) Correspondence - Letters and Notices
- 11) Selectmen Reports

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

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

**XV. ADJOURNMENT**

**XVI. UPCOMING DATES 2023**

- March 7, 2023 – Henniker Community School Board Meeting @ 6:15 p.m.
- March 7, 2023 – Budget Advisory Committee Meeting @ 7:00 p.m.
- March 8, 2023 – Economic Development Committee Meeting - Cancelled
- March 8, 2023 – John Stark Regional High School Board Meeting @ 6:30 p.m.
- March 8, 2023 – Planning Board Meeting – Cancelled
- March 13, 2023 – Police Facility Assessment Committee Meeting @ 5:00 p.m.
- March 14, 2023 – Voting Day – Annual Town and School Elections @ 7:00 a.m. – 7:00 p.m.
- March 15, 2023 – Conservation Committee Meeting (if needed) @ 7:00 p.m.
- March 15, 2023 – Zoning Board of Adjustment Meeting @ 7:00 p.m.
- March 18, 2023 – Annual Town Meeting @ 1:00 p.m.
- March 20, 2023 – Energy Committee Meeting @ 6:00 p.m.
- March 20, 2023 – Henniker Youth Athletic Committee Meeting @ 7:00 p.m.
- March 21, 2023 – Cogswell Spring Water Works Meeting @ 4:00 p.m.
- March 21, 2023 – Board of Selectmen Meeting @ 6:15 p.m.

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

**Visitor Orientation to the Town Selectman's Meeting**

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



Town 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:** 3/7/2023  
**TITLE:** Police Department Announcements  
**INITIATED BY:** Chief Matthew French  
**PREPARED BY:** Diane Kendall, Town Administrator  
**PRESENTED BY:** Chief Matthew French

### AGENDA DESCRIPTION:

- 1) On February 7, 2023 the Selectboard authorized a conditional full time offer as Henniker Police Officer Mr. Ramsdell is a Veteran of the USMC. Mr. Ramsdell successfully completed the background and hiring process including but not limited to physical agility test, medical examination, polygraph and psychological testing. Mr. Ramsdell has accepted the conditional offer and training agreement. He will attend the next available full time police academy in June of this year. The Selectboard authorized the starting base compensation \$20.27 per hour labor grade 19 entry level. Mr. Ramsdell qualifies for the hiring bonus of \$2,500.00 effective upon his first full week of employment. The department welcomes Mr. Ramsdell, and we look forward to introducing him to the town.
- 2) Retirement- Gail Abramowicz our long serving Administrative Assistant is retiring effective June 1. Gail has worked for the police department and the town of Henniker for over 25 years. We plan to advertise and begin the hiring process starting March 1 and seek to have someone in place effective May 1st and in order to have Gail train her replacement and pass along her knowledge and procedures.
- 3) Retirement- Amy Bossi is retiring effective August 1<sup>st</sup>. Amy has served with the police department since January of 1997 first as a part time officer and then as a full-time officer since 2002. Amy has agreed to remain on the department in a part time basis. We would like to continue to work on filling vacant positions in hopes of finding a qualified candidate for her replacement.
- 4) We mourn the passing of our administrative assistant Terri Grieder. Terri worked for the department for nearly 10 years. On behalf of the town, we share our condolences with her family.

**Town Administrator Comment: N/A**

**Suggested Action/Recommendation:**

*Motion to unseal non-public session minutes of February 7, 2023 5:45pm*



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Tuesday, March 7, 2023**

Consent Agenda

- Item 1:** Request for Town of Allenstown Septage Acceptance
- Item 2:** Accounts Payable Check Register – March 1, 2023
- Item 3:** Payroll Check Register – March 1, 2023
- Item 4:** Intent To Excavate – Map/Lot 9/615
- Item 5:** Intent To Excavate – Map/Lot 9/605
- Item 6:** Intent To Excavate – Map/Lot 9/605-A
- Item 7:** Gravel Tax Warrant – Map/Lot 9/605-A & Map/Lot 9/615
- Item 8:** Abatement Application – Map/Lot 5C/372
- Item 9:** Abatement – Map/Lot 5C/372
- Item 10:** Abatement Application – Map/Lot 5C/393-A1
- Item 11:** Abatement – Map/Lot 5C/393-A1
- Item 12:** Abatement Application – Map/Lot 5D/417
- Item 13:** Abatement – Map/Lot 5D/417
- Item 14:** Abatement Application – Map/Lot 5B/105-A
- Item 15:** Abatement Application – Map/Lot 5A/134
- Item 16:** Abatement Application – Map/Lot 8/581-C
- Item 17:** Abatement Application – Map/Lot 5D/143-D
- Item 18:** Abatement – Map/Lot 5D/143-D
- Item 19:** Sewer Abatement – Map/Lot 5C/393-A1
- Item 20:** Request to Transfer Funds – Azalea Park Private Trust
- Item 21:** February 7, 2023, Consent Agenda Cover Page
- Item 22:** Roberge and Company Recommittal Letter Authorization
- Item 23:** Federal Surplus Program Authorized Official
- Item 24:** Town Administrator Employment Agreement

Board of Selectmen Approval:

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



# TOWN OF HENNIKER, NEW HAMPSHIRE

March 7, 2023

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*Administration, Finance,  
Assessing, Planning,  
Zoning & Building Permits*  
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Town of Allenstown  
Sewer Commissioners  
Jeffrey Backman, Superintendent  
35 Canal Street  
Allenstown, NH 03275

Via email: [REDACTED]

Dear Mr. Backman,

The Town of Henniker respectfully requests the Town of Allenstown Sewer Commission accept domestic septage originating from the Town of Henniker and be added to the Allenstown Sewer Commission Domestic Septage Agreement to satisfy the requirements of RSA 485 a:5-b.

Best regards,

Henniker Board of Selectmen

Kris Blomback \_\_\_\_\_

Peter R. Flynn \_\_\_\_\_

Tia Hooper \_\_\_\_\_

D. Scott Osgood \_\_\_\_\_

Bill Marko \_\_\_\_\_

# TITLE L

## WATER MANAGEMENT AND PROTECTION

### CHAPTER 485-A

#### WATER POLLUTION AND WASTE DISPOSAL

##### Section 485-A:5-b

###### **485-A:5-b Municipal Responsibility. –**

- I. Each municipality shall either provide, or assure access to, a department of environmental services approved septage facility or a department approved alternative option for its residents.
- II. For the purposes of paragraph I, "provide, or assure access to" shall mean a written agreement with a recipient facility, or department approved alternative option, indicating that the recipient facility agrees to accept septage generated in that municipality. The municipality shall consider providing sufficient annual capacity equal to the number of households with septic multiplied by the average septic tank capacity of 1, 000 gallons divided by the average septage pumpout frequency of 5 years.

**Source.** 1990, 252:12. 1996, 228:108. 2005, 98:2, eff. Jan. 1, 2006.

## Diane Kendall

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**From:** Pelham, Wade [REDACTED]  
**Sent:** Monday, February 27, 2023 2:06 PM  
**To:** Diane Kendall  
**Cc:** Richard Slager  
**Subject:** Current Septage Agreement

Thanks Diane,

The town could choose any DES permitted facility however I know that the Concord and Allenstown WWTFs offer written agreements and accept septage from other communities. The Concord WWTF contact is Dan Driscoll: [REDACTED] and the Allenstown WWTF contact is Jeff Backman: [REDACTED]. Once an agreement is finalized and we receive a copy, we can add that to our records to reflect compliance.

Thank you and if you have any questions please let me know.

Wade Pelham  
Water Division - Wastewater Engineering Bureau, NHDES  
29 Hazen Drive, PO Box 95, Concord, NH 03302  
Tel: [REDACTED]

**From:** Diane Kendall [REDACTED]  
**Sent:** Monday, February 27, 2023 1:55 PM  
**To:** Pelham, Wade [REDACTED]  
**Cc:** Richard Slager [REDACTED]  
**Subject:** RE: [Henniker, NH] Current Septage Agreement (Sent by Wade Pelham, NHDES, [REDACTED])

**EXTERNAL:** Do not open attachments or click on links unless you recognize and trust the sender.

Hello,

I am unaware of a current septage agreement. I will notify the Board of Selectmen of the RSA.

Regards,

Diane Kendall  
Town Administrator  
Town of Henniker  
603-428-3221 x105

### STATEMENT OF CONFIDENTIALITY

This e-mail and any attachments are intended only for use by the addressee and may contain legally privileged or confidential information. If you are not the intended recipient of this e-mail, any dissemination or copying of this e-mail

or any attachments is prohibited. If you have received this e-mail in error, please notify me immediately, and permanently delete the original and any copy of the e-mail.

**From:** Contact form at Henniker, NH [REDACTED]  
**Sent:** Monday, February 27, 2023 11:42 AM  
**To:** Diane Kendall [REDACTED]  
**Subject:** [Henniker, NH] Current Septage Agreement (Sent by Wade Pelham, NHDES, [REDACTED])

Hello dkendall,

Wade Pelham, NHDES [REDACTED] has sent you a message via your contact form [REDACTED] at Henniker, NH.

If you don't want to receive such e-mails, you can change your settings at [REDACTED]

Message:

Good morning,  
I am writing to inquire whether the Town has a current septage agreement in place with a wastewater treatment facility, to comply with NH RSA 485 A:5-b. These agreements help to ensure that towns have agreed upon destinations for septage generated locally from septic systems in the respective community. We would like to confirm if a current agreement is in place, and if we could obtain a copy of that current agreement.

Thank you for your assistance in this matter,

Wade Pelham  
Water Division - Wastewater Engineering Bureau, NHDES  
29 Hazen Drive, PO Box 95, Concord, NH 03302  
Tel: [REDACTED]

**TOWN OF HENNIKER  
ACCOUNTS PAYABLE CHECK REGISTER  
DATE: MARCH 1, 2023**

**TOTAL: \$349,011.38**

**BOARD OF SELECTMEN APPROVAL**

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**TOWN OF HENNIKER  
PAYROLL CHECK REGISTER  
DATE: MARCH 1, 2023**

**TOTAL: \$39,426.81**

**BOARD OF SELECTMEN APPROVAL**

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**ORIGINAL WARRANT**

**GRAVEL TAX LEVY**

TAX YEAR: APRIL 1, 2022 - MARCH 31, 2023

**THE STATE OF NEW HAMPSHIRE**

**MERRIMACK, SS**

TO: KIMBERLY I. JOHNSON, Collector of Taxes for TOWN OF HENNIKER, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$449.26** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF HENNIKER, NH

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\_\_\_\_\_  
\_\_\_\_\_

(Selectmen/Assessors)

DATE: March 7, 2023

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
FOSTER, DAVID G 1778 OLD CONCORD RD 0 HENNIKER, NH 03242	9/605-A	22-213-01-E	\$346.50
FOSTER, DAVID G 1778 OLD CONCORD ROAD 0 HENNIKER, NH 03242	9/615	22-213-03-E	\$102.76
			\$0.00
			\$0.00
			\$0.00

DATE DUE: April 6, 2023

TOTAL DUE: \$449.26



# TOWN OF HENNIKER, NEW HAMPSHIRE

March 7, 2023

## 2022 ABATEMENT

To the Collector of Taxes:

By vote of the Board of Selectmen upon application of:

Lanfen Realty, LLC

Lot Number: 5C-372 / 602 Western Ave.

Mailing Address: 844 Massachusetts Ave.  
Lexington, MA 02420

2022 Old assessment: \$550,000

2022 Revised assessment: \$545,000

Abated amount of assessed value: \$ 5,000

Abated tax amount for 2022: \$ 107.00 + interest

(Abatement approved March 7, 2023)

Board of Selectmen:

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\_\_\_\_\_  
\_\_\_\_\_

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# TOWN OF HENNIKER, NEW HAMPSHIRE

March 7, 2023

## 2022 ABATEMENT

To the Collector of Taxes:

By vote of the Board of Selectmen upon application of:

Way Investments, LLC

Lot Number: 5C-393-A1 / 566 Western Ave.

Mailing Address: 844 Massachusetts Ave.  
Lexington, MA 02420

2022 assessment: \$416,600

2022 revised assessment: \$411,400

Abated amount of assessed value: \$ 5,200

Refund amount: \$ 111.00 + Interest

(Abatement approved March 7, 2023)

Board of Selectmen:

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\_\_\_\_\_

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# TOWN OF HENNIKER, NEW HAMPSHIRE

March 7, 2023

## 2022 ABATEMENT

To the Collector of Taxes:

By vote of the Board of Selectmen upon application of:

Yi-Ting Investments, LLC

Lot Number: 5D-417 / 20 Bridge Street

Mailing Address: 844 Massachusetts Ave.  
Lexington, MA 02420

2022 Old assessment: \$486,300

2022 Revised assessment: \$482,400

Abated amount of assessed value: \$ 3,900

Abated tax amount for 2022: \$ 84.00 + interest

(Abatement approved March 7, 2023)

Board of Selectmen:

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# TOWN OF HENNIKER, NEW HAMPSHIRE

March 7, 2023

## 2022 ABATEMENT/REFUND

To the Collector of Taxes:

By vote of the Board of Selectmen upon application of:

Stephen & Christine Burritt, Trustees of the  
Burritt Family Revocable Trust

Lot Number: 5D-143-D / 57 Goss Drive

Mailing Address: 57 Goss Drive  
Henniker, NH 03242

2022 assessment: \$409,300

2022 revised assessment: \$408,500

Abated amount of assessed value: \$ 800

Refund amount: \$ 17 + Interest

(Abatement approved March 7, 2023)

Board of Selectmen:

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03/2/2023

**ABATEMENT**

To the Collector of Taxes.

By vote of the Sewer Commissioners upon the application of:  
Way Investments LLC

Residence: **566 Western Avenue (mobile home park 8 trailers)**

We have abated the amount of: **\$6816.12**

**Leak at mobile home park.**

Per Order:

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**Henniker Wastewater Treatment Commissioners**



# TOWN OF HENNIKER, NEW HAMPSHIRE

3/2/2023

Ronald Taylor, Treasurer

Henniker, NH

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Dear Mr Taylor:

Please allow this letter to serve as a request to transfer from the General Fund \$3785.65 to the Azalea Park Private Trust. The purpose of this transfer is to reflect the State of NH grant for the Azalea Park stormwater drainage project came in and was direct deposited by the State into the General Fund and not the Azalea Park Fund. This amount represents a reimbursement of funds disbursed by the Azalea Park private trust to pay the contractor who did the work in 2018 while we awaited the grant funding.

The transfer will bring the available cash to \$22,564.11, which we are requesting permission to move these funds to the Trustees of the Trust Fund, keeping the Board of Selectmen as the agents to expend.

Sincerely,

Kris Blomback, Chairman

Peter Flynn, Vice Chairman

Tia Hooper, Selectwoman

Scott Osgood, Selectman

William Marko, Selectman

Sewer Commissioners

Re: Review of 1902W Abatement Request

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

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

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

Summary:

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

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

Russell Roy

Finance Director

3/2/2023



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Tuesday, February 7, 2023**

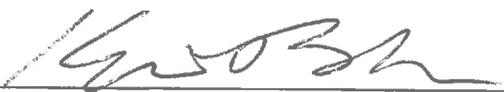
Consent Agenda

- Item 1:** Volunteer Application Energy Committee – A. J. Heinrich (appointed 1.17.23)
- Item 2:** Volunteer Application Energy Committee – Daniel Goodenough – Re-appointment
- Item 3:** Tax Refund – Carignan
- Item 4:** Assembly Permit Application – State 9 Racing, Andy Gould (Event approved 1.17.23)
- Item 5:** Intent To Cut – Map/Lot 2/11
- Item 6:** Cartographics Annual Tax Map Maintenance Contract
- Item 7:** Accounts Payable Check Register – January 25, 2023
- Item 8:** Payroll Check Register – January 25, 2023
- ~~**Item 9:** Transfer of Funds Request to Azalea Park from General Fund~~ *Pulled*
- Item 10:** Payroll Check Register – February 1, 2023
- Item 11:** Accounts Payable Check Register – February 1, 2023
- Item 12:** Lions Club Letter of Appreciation
- Item 13:** Intent To Cut – Map/Lot 10/711
- Item 14:** BOS Authorization Letter – Town of Henniker Domain Name Change

Addendum

- Item 15:** Twenty Deputy Forest Fire Warden Appointments – T. McComish, Jr.; C. McComish; T. Adams; S. Jones; R. Hornblower; S. Meade; K. Gagne; J. Cooper; G. Aucoin; V. French; J. Chase; J. Walsh; W. Amos; K. Gilbert; J. Morse; C. Mason; M. Costello; C. Bostrom; S. Costello; M. McManus.
- Item 16:** Accounts Payable Check Register – February 8, 2023
- Item 17:** Payroll Check Register – February 8, 2023

Board of Selectmen Approval:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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



## TOWN OF HENNIKER, NEW HAMPSHIRE

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

# CONSENT AGENDA STAFF REPORT

**DATE:** 3/7/2023

**TITLE:** Roberge and Company, PC – Tax Recommitment

**INITIATED BY:** Russ Roy, Finance Director

**PREPARED BY:** Diane Kendall, Town Administrator

**PRESENTED BY:** Consent Agenda

**AGENDA DESCRIPTION:** Board to authorize TA Kendall to sign commitment letter.

**LEGAL AUTHORITY:** RSA 41:36 Succession in Office

**FINANCIAL DETAILS:** \$2,500

**BACKGROUND:** **Collectors of Taxes Section 41:36 Succession in Office.** – Whenever the term of office of a collector of taxes shall end, from whatever cause, his powers and authority shall cease and terminate and devolve upon his successor whenever he is elected or appointed. The selectmen shall cause an audit of his accounts to be made promptly and they shall make and commit to his successor new warrants directing him to collect the taxes therein committed to him. All books, records and papers of the outgoing collector shall be delivered to the selectmen by every person having possession thereof, and the selectmen shall deliver those needed for his work to the successor collector, and those not needed by the successor collector to the town clerk for care and preservation. The successor collector, whether appointed or elected, shall comply with all the requirements for a collector of taxes, and shall have full power and authority to perform all the acts and do all the things that his predecessor could have done had he remained in office, or that by law are given and granted to collectors of taxes. **Source.** 1866, 4223:1. GS 39:8. GL 42:7. PS 43:29. PL 47:31. RL 59:32. 1943, 132:1. RSA 41:36. 1965, 22:1, eff. May 24, 1965.

**TOWN ADMINISTRATOR COMMENT:** none

**SUGGESTED ACTION or MOTION:**

The Selectboard authorizes the Town Administrator to execute the Roberge and Company Engagement Understanding letter dated February 28, 2023.

\_\_\_\_\_  
Kris Blomback, Chairman

\_\_\_\_\_  
Peter Flynn

\_\_\_\_\_  
Tia Hooper

\_\_\_\_\_  
D. Scott Osgood

\_\_\_\_\_  
Bill Marko

# **ROBERGE AND COMPANY, P.C.**

**Certified Public Accountants**

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Member – American Institute of CPA's (AICPA)  
Member – AICPA Government Audit Quality Center (GAQC)  
Member – AICPA Private Company Practice Section (PCPS)  
Member – New Hampshire Society of CPA's

P.O. Box 129  
Franklin, New Hampshire 03235  
Tel (603) 524-6734  
jroberge@rcopc.com

## **AGREED UPON PROCEDURES ENGAGEMENT UNDERSTANDING**

February 28, 2023

Board of Selectmen  
Town of Henniker  
2 Depot Hill Road  
Henniker, NH 03242

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide for Town of Henniker.

We will apply the agreed-upon procedures listed in the attached schedule, to the Tax Collectors Receivable Balances as of March 17, 2023. This engagement is solely to assist the Board of Selectmen in recommitting the outstanding receivable balances, as of the date indicated, to the new Tax Collector.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the recommitted amount. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the Board of Selectmen and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the presentation of the Recommitment in accordance with regulatory

requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for management decisions and functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee the agreed upon procedures we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

We plan to begin our procedures on March 20, 2023, and, unless unforeseeable problems are encountered, the engagement should be completed within a week.

We estimate that our fees for this service will be \$2,500. Our invoice for these fees will be rendered at the completion of the engagement.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Roberge and Co., P.C.*

**ROBERGE AND COMPANY, P.C.**

Franklin, New Hampshire

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RESPONSE:

This letter correctly sets forth the understanding of the Town of Henniker.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE OF AGREED UPON PROCEDURES

Town of Henniker

Tax Recommitment

As of March 17, 2023

1. We will agree the January 1, 2023, beginning taxes receivable balances to the December 31, 2022 ending balances as reported by the Tax Collector in the town report.
2. We will agree the total tax commitments reported by the Tax Collector, for the period January 1, 2023 to March 17, 2023, to the warrants authorized and issued by the Selectmen for the same period.
3. We will agree the abatements reported by the Tax Collector, for the period January 1, 2023 to March 17, 2023, to the approved abatements authorized by the selectmen for the same period.
4. We will agree the total receipts reported by the Tax Collector, for the period January 1, 2023 to March 17, 2023, to the amounts remitted to the Treasurer and deposited in the bank.
5. We will recalculate the ending taxes receivable balances and agree them to the supporting receivable listings provided by the Tax Collector as of March 17, 2023.



## TOWN OF HENNIKER, NEW HAMPSHIRE

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

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# CONSENT AGENDA STAFF REPORT

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**DATE:** 3/7/2023

**TITLE:** Federal Surplus Property Program

**INITIATED BY:** Leo Aucoin, Highway Superintendent

**PREPARED BY:** Diane Kendall, Town Administrator

**PRESENTED BY:** Consent Agenda

**AGENDA DESCRIPTION:** Board to authorize TA Kendall to Execute Federal Surplus Property Program Certification & Agreement

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** None

**BACKGROUND:** Town can benefit in cost saving for purchases by participating in the Federal Surplus Property Program. See attached.

**TOWN ADMINISTRATOR COMMENT:** none

**SUGGESTED ACTION or MOTION:**

The Selectboard authorizes the Town Administrator, Diane Kendall, to act on the towns behalf as primary contact and authorized official for the Federal Surplus Property Program

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Kris Blomback, Chairman

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Peter Flynn

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Tia Hooper

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D. Scott Osgood

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Bill Marko

# FEDERAL SURPLUS PROPERTY PROGRAM ELIGIBILITY APPLICATION

New Hampshire State Agency for Surplus Property (SASP)  
144 Clinton Street, Concord NH, 03301  
(603)271-5655

(Completed by NH Surplus)

Donee #

Organization Name Town of Henniker  
Taxpayer/Employer ID (TIN/EIN) 02-600383 Organization Website henniker.org

Physical Address Street (no post office box) 18 Depot Hill Road  
Physical Address City, State, Zip Code Henniker NH 03242

Primary Contact Name Diabe Kendall Primary Contact Title Town Administrator  
Primary Contact Phone w/Area Code 6034283221 x 105 Primary Contact Email [REDACTED]

Choose one organization type (*Public Agency, Nonprofit Organization, SEA, VSO, SBA, or VOSB*) and one associated purpose. Lettered items have specific requirements.

## Public Agency \*

### Check the Public Agency Purpose

- Conservation
- Economic Development
- Indian Tribe, Band, Group, Pueblo or Community (I)
- Local, City, State Government
- Parks & Recreation
- Program for Older Americans
- Public Education (G)
- Public Health (G)
- Public Purposes—Multiple Services (H)
- Public Safety
- Public Airport
- Volunteer Fire Dept/Rescue Squad (C)

## Nonprofit Organization \*\*

### Check the Nonprofit Organization Purpose

- |   |   |
|---|---|
| <input type="checkbox"/> Adult Day Care Center (B)                | <input type="checkbox"/> Museum (F)                                 |
| <input type="checkbox"/> Alcohol/Drug Abuse Treatment Centers (B) | <input type="checkbox"/> Nursing Homes or Geriatric Centers (B)     |
| <input type="checkbox"/> Child Care Center (B)                    | <input type="checkbox"/> Preschool (B)                              |
| <input type="checkbox"/> Clinic (B)                               | <input type="checkbox"/> Program for Older Americans (D)            |
| <input type="checkbox"/> Educational Institution (B)              | <input type="checkbox"/> Provider Assistance to Homeless (A)        |
| <input type="checkbox"/> Educational Radio/TV Station (E)         | <input type="checkbox"/> Provider of Assistance to Impoverished (A) |
| <input type="checkbox"/> Health Center (B)                        | <input type="checkbox"/> School, College or University (B)          |
| <input type="checkbox"/> Hospital (B)                             | <input type="checkbox"/> School for Persons with Disabilities (B)   |
| <input type="checkbox"/> Library (B)                              |   |
| <input type="checkbox"/> Medical Institution (B)                  |   |
| <input type="checkbox"/> Outpatient Facility (B)                  |   |

See page two for additional eligible entities  
See below explanation of (letters)

**Public Agency or Nonprofit Organization:** These are tax supported entities or (primarily) educational/health nonprofit programs. See Section 549(c)(3) of title 40, United States Code for a more expansive list. Such programs can acquire both civilian agency and DOD property. Property must be placed into use within 12 months and then used for a specific time period depending on the item type.

\* All public agencies must provide proof of public agency status. \*

\*\* All nonprofits must provide an IRS 501(c) ruling. State tax exempt forms are not acceptable.

**All public agencies and nonprofits must provide financial information (in program narrative next page) -- basic budget details, funding sources, etc.**

- (A) Must provide letter from a public official certifying that those receiving services are primarily homeless or impoverished.
- (B) Must provide evidence of either licensing (recognition or approval by appropriate State or local authority; accreditation (approved by a recognized regional, state, or national board); or approval (recognition and approval by State Department of Health or Education; or other appropriate authority).
- (C) Must provide evidence of public funding and/or legislative authority; and must provide evidence of approval by proper government authority.
- (D) Must provide evidence of funding under the Older Americans, Social Security, Economic Opportunity, or Community Services Block Grant Act.
- (E) Must provide proof of Federal Communications Commission (FCC) licensing.
- (F) Must sign attached museum access agreement.
- (G) Public health and educational "institutions" must provide evidence of either licensing (recognition or approval by appropriate State or local authority); accreditation (approved by a recognized regional, state or national board); or approval (recognition and approval by State Department of Health or Education, or other appropriate authority).
- (H) Please contact the SASP for instructions on whether it is best to submit a separate application for each public program managed.
- (I) SASPs may verify entities located on a state reservation at <https://www.ncsl.org/research/state-tribal-institute/list-of-federal-and-state-recognized-tribes.aspx>

**Notes:** The list above aligns with symbols and letters shown after some Public and Nonprofit purposes. All applicants whose eligibility is dependent on any type of licensing, accreditation, approval, or annual funding, must provide evidence of such upon expiration/renewal to ensure continuing eligibility.

D.K.

- Service Educational Activity (SEA):** These are programs of special interest to the Armed Services and DOD. See Section 549(d) of Title 40, USC. SEAs include American National Red Cross, Boy/Girl Scouts, Little League Baseball, United Service Organization, etc. A complete listing appears in DOD's 4160.21-M manual (Sections 6-4 thru 6-22 and Attachment 6.1-1 & 2). SEAs can only acquire DOD property and must provide proof of approval as an SEA.
- Veteran Service Organization (VSO):** These are organizations recognized by the VA that provide services to veterans. VSOs include the American Legion, AMVETS, Marine Corps League, Veterans of Foreign Wars, etc. For a complete listing: <https://www.va.gov/ogc/recognizedvsos.asp> VSOs can acquire both civilian agency and DOD property. VSOs are not required to be nonprofit to be eligible but must provide proof of approval as a VSO and a written statement certifying that at least 33% of its members are veterans.
- Small Business Administration (SBA) Activity:** These are designated by SBA as 8a Business Development (BD) activities. SBAs can acquire both civilian agency and DOD property (except foreign surplus) and must provide written verification (letter or email) of your status from SBA. SASPs may verify 8a BD status at [https://web.sba.gov/dsbs/search/dsp\\_dsbs.cfm](https://web.sba.gov/dsbs/search/dsp_dsbs.cfm).
- Veteran Owned Small Business (VOSB):** These are businesses certified by the VA. VOSBs can acquire both civilian agency and DOD property. VOSBs must provide a copy of the VETS First verification from the VA. SASPs verify status at <https://vetbiz.va.gov/basic-search/>.
- Alaska Native Regional or Village Corporation:** This includes select Native business entities in Alaska.
- RISE Act Participants:** Reserved

**Program Narrative:** Applicants must provide a written description of program(s), at a minimum and as applicable, details such as *population served, number of individuals served, hours of operation, number of full-time/part-time staff, staff qualifications, description of facilities, square footage, and basic financial information.* Applicants may substitute a program brochure or website reference provided if it lists similar details.

www.henniker.org  
 www.nhes.nh.gov/elmi/products/cp/profiles-htm/henniker.htm

**Property "Want" or "Needs" List:** Applicants must provide a thorough listing of specific property items or categories of property desired/needed.

Heavy Construction Equipment  
 Heavy Commercial Trucks  
 Fire Apparatus  
 Equipment Trailers  
 Office Equipment

DK.

**CERTIFICATION & AGREEMENT STATEMENT – insert initials verifying review: *OK.***

**TO BE INCLUDED ON THE STATE AGENCY FOR SURPLUS PROPERTY (SASP) ISSUE OR DISTRIBUTION DOCUMENT.**

**(a) THE DONEE CERTIFIES THAT:**

- (1) It is a public agency, or a nonprofit institution or organization exempt from taxation under section 501 of the internal Revenue Code of 1954 within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA).
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area and one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution or for permanent use outside the State, except with prior written approval of the SASP.
- (3) Funds are available to pay all costs and charges incident to donation, including but not limited to shipping fees, repairs, costs relating to making a donated item serviceable.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus property issued under title VI of the Civil Rights Act of 1964, Section 606 of title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, title IX of the Education Amendments of 1972, as amended, and section 303 of the Age Discrimination Act of 1975.

**(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:**

- (1) All items of property shall be placed in use for the purpose(s) for which acquired within 1 year of receipt and shall be continued to be used for such purpose(s) for a minimum of 1 year from the date the property was placed in use. In the event the property is not placed in use, or continued in use, the donee shall immediately notify the SASP and, at the donee's expense, return such property to GSA or SASP, otherwise make the property available for transfer or other disposal by the SASP, provided the property is still usable as determined by the SASP.
- (2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and, upon demand, the donee shall release such property to such persons as GSA or its designee shall direct.

**(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE SASP, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS, OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE IN LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The property shall be used only for the purpose(s) for which acquired, and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purposes(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not used as required by c (1) and (2), and Federal restrictions (b)(1) and (b)(2) and (f) have expired, then title and right to the possession of such property shall at the option of the SASP revert to the SASP and the donee shall release such property to such persons as the SASP shall direct.

**(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:**

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b), (c), and (f), remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently for use outside the State, without the prior approval of GSA under (b), (c), and (f), or the SASP under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA or by the SASP, shall be remitted promptly by the donee to GSA or the SASP, as the case may be.
- (2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), and (f) remain in effect, without the prior approval of GSA or the SASP, the donee, at the option of GSA or the SASP shall pay to GSA or the SASP, as the case may be, the proceeds of the disposal of the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the SASP.
- (3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c), and (f) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the SASP, and shall, as directed by the SASP, return the property to the SASP, release the property to another donee, or another SASP, or to a department or agency of the United States, sell, or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the U.S. Government.

*OK.*

Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

**(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:**

- (1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, as well as the SASP will be held harmless from any or all debts, liabilities, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.
- (2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations, or restrictions occurs, GSA or the SASP, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

**(f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:**

- (1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative, as well as the conditions set forth in C, at a minimum.

**SINGLE AUDIT ACT – insert initials verifying review: D.K.**

**(a) THE DONEE AGREES TO THE FOLLOWING:**

- (1) Donated Federal property is considered Federal Financial Assistance for purposes of the Single Audit Act (2 CFR 200). Donees who have received \$750,000 (fair market value) or more in surplus property in one year may be required to obtain an audit at their expense. For additional instruction and information (including how to assess the fair market value), contact your respective SASP.

**SAMPLE RESTRICTION PERIODS – insert initials verifying review: D.K.**

These are the general restriction periods for most types of property received. It is the applicant's responsibility to research, understand and comply with the specific restrictions placed upon each piece of property received.

Property must be placed into use within 12 months and used for a minimum compliance or restriction period of 12 months depending on the type of property. Special restrictions are applied to items with an original government unit acquisition cost of \$5,000 or more, passenger motor vehicles, NASA artifacts, noncombat aircraft and vessels over 50', noncombat flyable aircraft, combat aircraft and vessels 50' and greater, and firearms. See the SASP for specific restrictions and questions on all items acquired, including the following:

Property with an original gov't unit acquisition cost of less than \$5,000 = 12 months  
Property with an original gov't unit acquisition cost of \$5,000 or more and passenger motor vehicles = 18 months  
NASA artifacts = 60 months & Perpetuity  
Noncombat Aircraft and Vessels 50' and greater = 60 months  
Combat Aircraft and Vessels over 50' = Perpetuity  
Firearms = Perpetuity

**SEAs can only acquire DOD property and are only subject to a 12-month restriction period. SBA 8a BD activities can acquire civilian agency and DOD property but must use property during its term of participation in the SBA program plus one year! VOSBs and VSOs can acquire civilian agency and DOD property and are subject to the same restrictions imposed on traditional donation program participants.**

**NONDISCRIMINATION ASSURANCE STATEMENT – insert initials verifying review: D.K.**

ASSURANCE AND COMPLIANCE WITH GSA REGULATIONS under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the (cont.)

Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS – insert initials verifying review: *OK.***

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall draw a line through the statement(s) above- (1)(a), (1)(b), (1)(c), (1)(d) for which the prospective applicant cannot certify and attach a detailed explanation to this application.

The below Head Official signatory grants overall program participation approval and shall be an individual able to make financial decisions and accept donations of federal surplus property on behalf of the applicant organization. The signatory represents that all of the information contained in this application has been read and understood, the form is completed with accuracy to the best of the signatory's ability, and that the agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements. The Head Official will be regularly verified by New Hampshire Surplus and any change will require an updated application.

The signatory shall assign Authorized Representative(s) for participation and Authorized Representatives shall complete the required fields. The Representative(s) approval shall be verified at the time of request for federal surplus property.

**(Museum Applicants only) MUSEUM ACCESS AGREEMENT**

As part of the Federal Surplus Property Donation Program, "museums"-- pursuant to Section 23 of Public Law 114-287 and Federal Management Regulation (FMR) Part 102-37-- agree that from an operational standpoint toward fulfilling the museum's mission and function for the general public that the museum will:

Access to any request submitted for access during typical "business" hours, interpreted here to be approximately 9:00am to 4:00pm, Monday through Friday-- although a reasonable variation from these hours may be considered due to individual circumstances (i.e. location of museum requiring strict business hours that deviate from the aforementioned time parameter).

Print Name of Head Museum Official

Title

Phone Number (Include Area Code)

Work Email Address

Date (MM/DD/YYYY)

Signature

**ALL OTHER ELIGIBLE ENTITIES**

Print Name of Head Authorized Official

*Diane Kowal*

Title

*Treas Admin*

Phone Number (Include Area Code)

*6034283221 x 105*

Work Email Address



Date (MM/DD/YYYY)

*2/10/2023*

Signature

*Diane Kowal*

**Authorized Representative Listing:** Applicants must document person(s) authorized to search for, request and sign for the release of donated property on behalf of the organization. Individuals listed on prior applications will not be carried forward to an updated application without renewed signature. The authorization of person(s) to whom the property would be released will be verified by NH Surplus for each donation event. A valid driver's license or state issued photo identification will be required at the time of pick up. **Those who sign below represent that they have read and understand all information contained in this application and they will abide by the aforementioned agreements, certifications, assurances and statements.** Museum applicants acknowledge they understand and will abide by the Museum Access Agreement, the Certification & Agreement Statement and the Nondiscrimination Assurance Statement as well.

Print Name: JAMES E MORSE Title: Chief Phone Number (Include Area Code): 603-344-4333

Work Email Address: [Redacted] Date (MM/DD/YYYY): 2/10/2023

Print Name: Leo G. Duvoisin Title: Highway Superintendent Phone Number (Include Area Code): 603-428-7200

Work Email Address: [Redacted] Date (MM/DD/YYYY): 2/10/2023

Print Name: Marc BOISUCIT Title: Transfer station manager Phone Number (Include Area Code): 603-428-7604

Work Email Address: [Redacted] Date (MM/DD/YYYY): 2/10/23 Signature: [Redacted]

Print Name: JIM DONLON Title: Cogswell Spring Water works Phone Number (Include Area Code): 603 428 3287

Work Email Address: [Redacted] Date (MM/DD/YYYY): 2/10/23 Signature: [Redacted]

Print Name: Matthew French Title: Police Chief Phone Number (Include Area Code): 603 428-3213

Work Email Address: [Redacted] Date (MM/DD/YYYY): 02132023 Signature: [Redacted]

Print Name and Title of SASP Application Review Official: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name and Title of SASP Head Approving Official: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Approved (YES / NO): \_\_\_\_\_ Eligibility Expiration Date: \_\_\_\_\_ License/Accreditation Date: \_\_\_\_\_ Notes: \_\_\_\_\_



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:** 2/15/2023  
**TITLE:** Paving Contract Extension  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Leo Aucoin, Highway Superintendent  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

**AGENDA DESCRIPTION:** Highway Department and Superintendent would like the Selectboard to except the paving proposal of Busby Construction for the 2023 Construction Season with increase. The Town has awarded the contract two years running to Busby and have had been pleased with the outcome of their work.

Although there are no specific amounts listed per road that we will be working on this year, the cost associated with that pricing is based on unit pricing which is included. Before any projects get started a budgetary amount for each road will be forwarded to the Selectboard for discussion. The modest increase in unit pricing was included in this proposal and is based mainly on wages, but are still lower than last year's bids from R&D Paving, and matching GMI's Bid. Highway's primary objective to complete this season is Old Hillsboro Road in which Busby has started and I would hope to have complete. Other projects discussed with The RMC for paving was as listed: Liberty Hill Road reclaim and pave in which Busby quoted last year, a small section of Bear Hill Road between #350 and #618, Foster Hill Road reclaim and pave, and some overlay on Old West Hopkinton Road.

Included with this report is Busby's Proposal for 2023, and the paving bids for last year.

**Legal Authority:**

**Financial Details:**

**Town Administrator Comment:** N/A

**Suggested Action/Recommendation:**

*Suggested Motion:*

*No formal action is required.*



# Busby Construction Co., Inc.

71 Route 111  
Atkinson, NH 03811  
P: 603-898-4800  
F: 603-898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** January 31, 2023  
**Job Name:** Paving 2023  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Reclaim grade and compact with water @ \$1.75 s/y Blending of stone @ \$.30 s/y
- 2: Binder @ \$77.00 per ton Top @ \$80.00 per ton Hand work @\$165.00 per ton  
Capcode berm 6" @ \$13.50 l.f
- 3: Trimming end joints day rate @ \$ 2,250.00
- 4: Shoulder work day rate @ \$ 6,000.00
- 5: Flagging traffic control @ \$50 per hour per flagger

Price based on: **AC @ \$665**

- 1 Mobilization
- Traffic control, dust control, and permits by others
- Not responsible for damage due to vibration
- Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retainage

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ <u>75.00</u> per hour
Grader Rental (as needed)	\$ <u>135.00</u> per hour	Loader / Backhoe Rental	\$ <u>70.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>65.00</u> per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager

## **CONDITIONS OF SALE**

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



# Busby Construction Co., Inc.

9 Pond Lane  
Atkinson, NH 03811  
P: 603-362-4650  
F: 603-362-5051

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** March 7, 2022  
**Job Name:** Paving 2022  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Reclaim grade compact with water \$1.60 s/y
- 2: 2.5" Binder \$73.00 per ton
- 3: 1.5" Top \$77.00 per ton
- 4: Flaggers \$34.00 per hour

Price based on: Liquid Asphalt @\$650.00

- 1 Mobilization
- Traffic control, dust control, and permits by others
- Not responsible for damage due to vibration
- Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retainage

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ <u>75.00</u> per hour
Grader Rental (as needed)	\$ <u>135.00</u> per hour	Loader / Backhoe Rental	\$ <u>70.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>65.00</u> per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager

## **CONDITIONS OF SALE**

- 1). This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
- 2). The Contractor shall not be responsible for failure to start or complete work nor for delays in the progress of the work due to causes beyond the Contractor's control, i.e. fire, floods, weather, accidents, strikes, war, or other similar causes. All work to be performed during Contractor's normal operating schedule, unless stated otherwise.
- 3). Any deviations from the specifications, any modifications of the terms of this contract, and any extra or incidental work or reductions, shall be negotiated and the contract prices adjusted accordingly.
- 4). The Contractor shall not be responsible for, and the customer agrees to indemnify and hold the Contractor harmless from any claims or liability resulting in whole or in part, from damages to utilities or other facilities or objects buried beneath the work area, or to sidewalks, driveways, or other improvements located within the work area or designated areas of access.
- 5). It is further agreed that the Contractor shall not be responsible for any damage to or deterioration of any of the Contractor's work, whether completed or in process, resulting from any cause or causes beyond the Contractor's control, such as failure or inadequacy of any labor or materials not furnished and installed by the Contractor, whether or not such failure or inadequacy was or could have been known at the time the Contractor's work was undertaken.
- 6). Unless the Customer owns the property on which the work is to take place, the Customer agrees to submit at the Contractor's request the name and address of the property owner and any other information reasonably necessary for the Contractor to give notices to effect a lien on the property.
- 7). It is understood and agreed the Customer will indemnify and save the Contractor harmless from any and all loss, damage, costs, expenses, and attorney's fees suffered or incurred, in whole or in part, on account of any breach of the obligations and covenants contained in this contract.
- 8). Unless otherwise specified, all permits, fees, lines, grades, stakes, engineering, layout, structure adjustment, traffic control, dust control, reclaiming of debris, removal of excess/unsuitable material, adding of sub-base materials, saw cutting, calcium chloride, sweeping, reclaiming of cobblestone, and trucking are not included in this contract.
- 9). If the customer elects to have the Contractor perform work during adverse weather conditions, such work will be performed at the Customer's sole risk and the Contractor will not guarantee or warranty any of the work performed.
- 10). If fine grading is included in the contract as the primary scope of work, the Customer agrees to provide suitable gravel base, and to rough grade this base within plus/minus one inch of finish base grade. If the Contractor's opinion is that the base is not suitable, any extra fees for needed work to be performed must be agreed upon in writing before work can commence.



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Paving 2022  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- |  |                                     |
|--|-------------------------------------|
| 1: Reclaim grade compact with water \$1.60 s/y |                                     |
| 2: 2.5" Binder \$73.50 per ton                 | A: Davison Road \$134,062.50        |
| 3: 1.5" Top \$77.50 per ton                    | B: Liberty Hill Road \$93,122.40    |
| 4: Flaggers \$42.00 per hour                   | C: Old Hillsboro Road \$ 413,139.60 |
| 5: Berm \$14.00 per foot                       | D: Echo Lane \$23,367.50            |
| 6: Hand work \$145.00 per ton                  | E: Baker Road \$5,294.40            |
| 7: Day rate shoulder crew \$6,440.00           | F: Main St \$ 24,842.50             |
| 8: Milling crew \$5.60 s/y                     |                                     |

**\$693,828.90**

Price based on: Liquid Asphalt @\$665.00 as of 4/19/2022  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.  
Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ 75.00 per hour
Grader Rental (as needed)	\$ 135.00 per hour	Loader / Backhoe Rental	\$ 70.00 per hour
Vibratory Roller Rental	\$ 85.00 per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ 65.00 per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

Submitted To: Town of Henniker  
Address: 18 Depot Hill Road  
City, State, Zip: Henniker, NH 03242  
Phone / Fax: 603 428 7200

Date: April 19, 2022  
Job Name: Davison Road  
Job Location: Henniker NH  
Contact Person: Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

1: Shim .75" and overlay 1.5" 1,719 tons @ \$77.50 per ton

2: Flaggers \$42.00 per hour @ 20 hours

**\$134,062.50**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

Terms: Net 30 Days, No Retainage

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ 75.00 per hour
Grader Rental (as needed)	\$ 135.00 per hour	Loader / Backhoe Rental	\$ 70.00 per hour
Vibratory Roller Rental	\$ 85.00 per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ 65.00 per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Liberty Hill Road  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Reclaim grade compact with water \$1.60 s/y 4914 sy
- 2: 2.5" Binder \$73.50 per ton @ 700 tons
- 3: 1.5" Top \$77.50 per ton @ 420 tons
- 4: Flaggers \$42.00 per hour @ 30 hours

**\$93,122.40**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.  
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Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ <u>75.00</u> per hour
Grader Rental (as needed)	\$ <u>135.00</u> per hour	Loader / Backhoe Rental	\$ <u>70.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>65.00</u> per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Old Hillsboro Road  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Reclaim grade compact with water \$1.60 s/y 18,456sy
- 2: 2.5" Binder \$73.50 per ton @ 2,630 tons
- 3: 1.5" Top \$77.50 per ton @ 2358 tons
- 4: Flaggers \$42.00 per hour @ 180 hours

**\$413,139.60**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

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Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

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Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ 75.00 per hour
Grader Rental (as needed)	\$ 135.00 per hour	Loader / Backhoe Rental	\$ 70.00 per hour
Vibratory Roller Rental	\$ 85.00 per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ 65.00 per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Echo Lane  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Reclaim grade compact with water \$1.60 s/y 1245sy
- 2: 2.5" Binder \$73.50 per ton @ 178 tons
- 3: 1.5" Top \$77.50 per ton @ 107 tons
- 4: Flaggers \$42.00 per hour @ NA hours

**\$23,367.50**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

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Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ <u>75.00</u> per hour
Grader Rental (as needed)	\$ <u>135.00</u> per hour	Loader / Backhoe Rental	\$ <u>70.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>65.00</u> per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Baker Road  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

1: Reclaim grade compact with water \$1.60 s/y 2,889sy

4: Flagger \$42.00 per hour @ 16 hours

**\$5,294.40**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.

Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ 75.00 per hour
Grader Rental (as needed)	\$ 135.00 per hour	Loader / Backhoe Rental	\$ 70.00 per hour
Vibratory Roller Rental	\$ 85.00 per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ 65.00 per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71 ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

## PROPOSAL

**Submitted To:** Town of Henniker  
**Address:** 18 Depot Hill Road  
**City, State, Zip:** Henniker, NH 03242  
**Phone / Fax:** 603 428 7200

**Date:** April 19, 2022  
**Job Name:** Main St  
**Job Location:** Henniker NH  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work:

- 1: Mill 1.5" with water \$5.60 s/y 1945sy
- 3: 1.5" Top \$77.50 per ton @167 tons
- 4: Flaggers \$42.00 per hour @ 24 hours

**\$24,842.50**

Price based on: Liquid Asphalt @\$665.00  
1 Mobilization

Not responsible for damage due to vibration  
Not responsible for damage to site lighting or irrigation

**Terms: Net 30 Days, No Retainage**

Busby Construction Co., Inc. reserves the right to charge a 1.5% late fee for all overdue payments.  
Busby Construction Co., Inc. reserves the right to charge for attorney fees if needed to collect overdue balances.

Unless a lump sum price is to be paid for the foregoing work and is clearly set forth, it is understood and agreed that prices referred to above are only estimates and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Contractor as determined upon completion of work. Above prices are subject to any applicable taxes.

Any additional work or services, other than those outlined in the "scope of work" above, that become(s) necessary to complete the in-place recycling and/or sub-base preparation will be charged as follows:

Lowbed Rental (portal to portal)	\$ _____ per hour	Dump Truck Rental	\$ 75.00 per hour
Grader Rental (as needed)	\$ 135.00 per hour	Loader / Backhoe Rental	\$ 70.00 per hour
Vibratory Roller Rental	\$ 85.00 per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ 65.00 per hour	Structure Adjustment	\$ _____ per each
Excavator Rental	\$ _____ per hour	Saw cutting	\$ _____ per l.f.

By accepting this proposal, the purchaser acknowledges having read the "Conditions of Sale" on page 2 and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within 30 days. The above prices, specifications, and conditions are satisfactory and are hereby accepted.

**Busby Construction Co., Inc.**

Buyer Signature: \_\_\_\_\_

Authorized Signature: Harold Lafoe

Date: \_\_\_\_\_

Title: Reclamation Manager



# BUSBY CONSTRUCTION CO., INC.

71ROUTE 111  
ATKINSON, NH 03811  
(603) 898-4800  
FAX (603) 898-4808

April 21, 2022

Mr. Leo Aucoin, Highway Superintendent  
Town of Henniker  
18 Depot Hill Rd.  
Henniker, NH 03242

Re: 2022 Roadway Improvements

Dear Leo,

Busby Construction is pleased to provide the attached pricing for the 2022 Roadway Improvements project in the town of Henniker. We have enjoyed building a relationship with the Town while successfully completing the 2021 Roadway Improvements project.

To protect both the Town and Busby Construction, the pricing provided is based on a liquid asphalt price posted by NHDOT on a monthly basis, currently at \$665.00/ liquid ton. The final pricing for the pavement work is subject to the standard escalation clause and formula provided by NHDOT. The formula is as follows:

(Current monthly asphalt price) minus (base asphalt price) x (Approved mix design percent of virgin asphalt cement) x (tons of pavement used)

Example: Liquid asphalt price increases to \$695.00/liquid ton for 19 mm binder  
 $(\$695.00 - \$665.00) \times 0.042 \text{ tons of liquid/ton of pavement} = \$1.26/ \text{ ton increase}$

Approved mix designs for the different types of pavement used in Town will be supplied to the Highway department once contracts are signed so that final costs can be determined at the time of construction.

This protects the Town so that you are not overpaying based on speculation of future pricing of liquid asphalt, and protects the Contractor from volatility in the market which we have no control over. Both the Town and Contractor have to pay for the pavement when we need it, we can not pre-buy and stage the material. It is the same principle as buying gas or diesel for our vehicles on a daily basis, and is unfortunately beyond all of our control.

We look forward to building long term relationship with the Town of Henniker. If you should have any questions, please feel free to contact myself directly at the office, (603) 898-4800 or on my cell at (603) 234-4551.

Sincerely,

Paul Busby  
President



## 2022 HENNIKER BID PROPOSAL

April 21, 2022  
Recorded 04/19/2022

Town of Henniker  
18 Depot Hill Road  
Henniker, NH 03242

Attn: Leo Aucoin Ph: 603-428-7200 Fax: 603-428-7200 E-mail: [REDACTED]

**We hereby propose to furnish the materials and perform the labor necessary for the completion of:**  
**Project – 2022 Paving Bid - Town of Henniker**

**Davison Road – From Rt 114 to Liberty Hill (Approx: 13,420 sy).**

- **Scope – Shim debilitating areas at an average of ¾” thickness, approximately half the distance of road, overlay the entire length at 1 ½” thickness compacted**
  - Supply and install hot bituminous concrete shim course at ¾” -in compacted (approx 290-tons)
    - \$77.10/ton @ 290 ton = \$22,359.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 1,145-tons)
    - \$77.10/ton @ 1,145 ton = \$88,279.50
  - Asphalt emulsion for Tack (335 gal)
    - \$4.50/gal @ 335 gal = \$1,507.50
  - Flaggers (20 hrs)
    - \$50.00/hr @ 20 hr = \$1,000.00

**For Lump Sum Total of: \$113,146.00**

**Additional Add/Alternate – Daily Labor & Equipment Rate For Shouldering Package**

- **Daily Rate (Labor, Equipment, Trucking & Flaggers-no Material) = \$5,300/DAY**

**Liberty Hill Road – From Western Ave to Colby Hill Road (Approx: 4,915 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course thru intersection ONLY between two existing P/J’s. Driveways will be cut with reclaimer.**
  - Reclaim & grading (4,915 sy)
    - \$1.65/sy @ 4,915 sy = \$8,109.75
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 700-tons)
    - \$76.10/ton @ 700 ton = \$53,270.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 60-tons)
    - \$77.10/ton @ 60 ton = \$4,626.00
  - Asphalt emulsion for Tack (20 gal)
    - \$4.50/gal @ 20 gal = \$90.00
  - Flaggers (40 hrs)
    - \$50.00/hr @ 40 hr = \$2,000.00

**For Lump Sum Total of: \$68,095.75**



**Old Hillsboro Rd – Reclaim area & Overlay sections shown (Approx: 18,206 sy-reclaim & 27,320 sy- O/L).**

- **Scope – Reclaim, fine grade and compact, 2 ½” base asphalt first area and 1 ½” asphalt wear course the second area. Driveways will be cut with reclaimer.**
  - Reclaim & grading (18,206 sy)
    - \$1.65/sy @ 18,206 sy = \$30,039.90
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 2,655-tons)
    - \$76.10/ton @ 2,655 ton = \$202,045.50
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 2,330-tons)
    - \$77.10/ton @ 2,330 ton = \$179,643.00
  - Bituminous curb (970 lf)
    - \$10/lf @ 970 lf = \$9,700.00
  - Asphalt emulsion for Tack (680 gal)
    - \$4.50/gal @ 680 gal = \$3,060.00
  - Flaggers (90 hrs)
    - \$50.00/hr @ 90 hr = \$4,500.00

**For Lump Sum Total of: \$428,988.40**

**Echo Lane – From Hemlock Loop to barn yard (Approx: 1,245 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (1,245 sy)
    - \$1.65/sy @ 1,245 sy = \$2,054.25
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 180-tons)
    - \$76.10/ton @ 180 ton = \$13,698.00
  - Flaggers (20 hrs)
    - \$50.00/hr @ 20 hr = \$1,000.00

**For Lump Sum Total of: \$16,752.25**

**Additional Add/Alternate – Price for the reclaim, fine grading and base pavement of barn yard parking**

- **Approximately 240 sy and 35 ton = \$3,059.50**



**PAVING SPECIALISTS**

**Baker Road – The area of old farmers mix asphalt – approx: 1,200' (Approx: 2,535 sy).**

- **Scope – Reclaim all areas, fine grade and compact**
  - Reclaim & grading (2,535 sy)
    - \$1.65/sy @ 2,535 sy = \$4,182.75
  - Flaggers (8 hrs)
    - \$50.00/hr @ 8 hr = \$400.00

**For Lump Sum Total of: \$4,582.75**

**Main Street – Between to P/J's east of Ramsdell Rd and east of DOT entrance (Approx: 2,490 sy).**

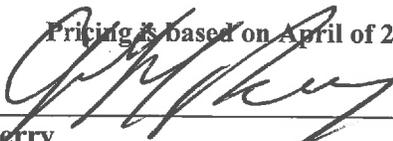
- **Scope – Mill to a depth of 1 ½” and supply and install 1 ½” asphalt wear course**
  - Cold Planing (2,490 sy)
    - \$3.50/sy @ 2,495 sy = \$8,715.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 210-tons)
    - \$77.10/ton @ 210 ton = \$16,191.00
  - Asphalt emulsion for Tack (90 gal)
    - \$4.50/gal @ 90 gal = \$405.00
  - Flaggers (24 hrs)
    - \$50.00/hr @ 24 hr = \$1,200.00

**For Lump Sum Total of: \$26,511.00**

**For an Estimated Total Project(s) Cost of: \$658,076.15**

**\*This proposal is valid for 60 days after bid opening. All prices will remain in effect for project duration**

**Pricing is based on April of 2022 NH-DOT AC posting \$665.00 any change in AC will reflect price**

  
\_\_\_\_\_  
**Jeff Perry**  
**Project Manager/Estimator**  
**GMI Asphalt, LLC**  
**288 Laconia Rd**  
**Belmont, NH 03220**  
**(603) 524-0200**  
**(603) 524-3700 fax**  
**www.gmiasphalt.com**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
THE ROWLEY AGENCY INC.  
45 Constitution Avenue  
P.O. Box 511  
Concord NH 03302-0511

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**INSURED**  
GMI Asphalt LLC  
288 Laconia Road  
Belmont NH 03220

### COVERAGES CERTIFICATE NUMBER:

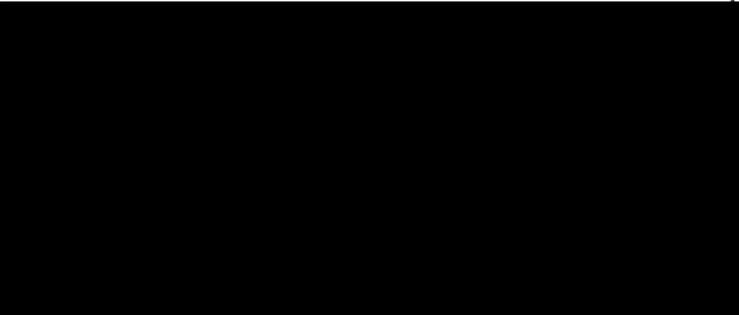
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN IS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CO CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE P EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY T AND CEILING.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZEV H20579802	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV H20579902	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			URV H20580002	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Completed Ops Agg \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH WC0120221003199 Excluded Officers: Marc Bourgeois, Warren Colby	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			IHV-H20585702	4/1/2022	4/1/2023	\$800,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bid: Paving 2022

### CERTIFICATE HOLDER

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





PO Box 175 563 S Main St  
03235



# SALES QUOTE/ CONTRACT

VISIT OUR WESITE-  
RNDPAVINGINC.COM

Phone: (6 [REDACTED])  
Fax: (6 [REDACTED])  
Email: [REDACTED]

CONTRACT NUMBER 02/22/2400  
CONTRACT DATE Apr 22, 2022

**To:**  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH  
  
428-7200  
428-4366

**Job Description:**  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH

<b>Customer ID</b>		<b>Sales Rep Name</b>
1864		Gerry J. DuBreuil
<b>Customer Contact</b>		<b>Payment Terms</b>
Leo Aucion	VISA	Net 30 Days

Quantity	Item	Description	Unit Price	Item Type
		DAVISON RD- Approx 5,480' X 23'- Approx 14,005 SY SWEEP & TACK- Approx 14,005 SY- 350 Gallons @ .025 Gal/ SY SHIM- Approx 14,005 SY @ 3/4"- Approx 596 Tons 3/8" Mix OVERLAY- Approx 14,005 SY @ 1.5"- Approx 1,192 Tons 3/8" Mix		
		LIBERTY HILL RD- Approx 2,010' X 23'- Approx 5,140 SY RECLAIM- Approx 5,140 SY FINE GRADE & COMPACT- Approx 5,140 SY PAVE BINDER- Approx 5,140 SY @ 2.5"- Approx 730 Tons 3/4" Binder TACK- Approx 130 Gallons @ .025 Gal/ SY PAVE TOP- Approx 5,140 SY @ 1.5"- Approx 440 Tons 3/8" Mix		
		OLD HILLSBORO RD- Approx 11,280' X 23'- 28,830 SY RECLAIM- Approx 7,550' X 23'- Approx 19,295 SY FINE GRADE & COMPACT- Approx 19,295 SY PAVE BINDER- Approx 19,295 SY @ 2.5"- Approx 2,735 Tons 3/4" Binder		

Work performed when temperatures fall below 36 degree's will not be guaranteed and done only at customers request.

\*\*Traffic Control & Sweeping by others unls specified otherwise.\*\*

\*\*Additional Mobilizations over the amount on the Contract will be subject to Additional Charges.\*\*

\*\*Any decrease in the scope of work performed can result in a proportional increase in the unit price for this contract.\*\*

\*\*Total cost is based on the units in place, the quantities provided are approximate.\*\*

ACCEPTANCE of the above prices, specifications and conditions are satisfactory and are hereby accepted.  
You are authorized to do the work as specified. Payment will be made as outlined above.

Date- \_\_\_\_\_

Signature- \_\_\_\_\_



PO Box 175 563 S Main St  
03235



# SALES QUOTE/ CONTRACT

VISIT OUR WESITE-  
RDPAVINGINC.COM

Phone: [Redacted]  
Fax: [Redacted]  
Email: [Redacted]

CONTRACT NUMBER 02/22/2400  
CONTRACT DATE Apr 22, 2022

<b>To:</b>
Town of Henniker 18 Depot Hill Rd Henniker, NH
428-7200 428-4366

<b>Job Description:</b>
Town of Henniker 18 Depot Hill Rd Henniker, NH

<b>Customer ID</b>		<b>Sales Rep Name</b>
1864		Gerry J. DuBreuil
<b>Customer Contact</b>		<b>Payment Terms</b>
Leo Aucion	VISA	Net 30 Days

Quantity	Item	Description	Unit Price	Item Type
		SWEEP & TACK- Approx 28,830 SY- Approx 720 Gallons @ .025 Gal/ SY PAVE TOP- Approx 28,830 SY @ 1.5"- Approx 2,452 Tons 3/8" Mix		
		ECHO LN- Approx 700' X 16'- Approx 1,250 SY RECLAIM- Approx 1,250 SY FINE GRADE & COMPACT- Approx 1,250 SY PAVE BINDER- Approx 1,250 SY @ 2.5"- Approx 180 Tons 3/4" Binder TACK- Approx 31 Gallons @ .025 Gal/ SY PAVE TOP- Approx 1,250 SY @ 1.5"- Approx 110 Tons 3/8" Mix		
		BAKER RD- Approx 1,300' X 22'- Approx 3,180 SY RECLAIM- Approx 3,180 SY FINE GRADE & COMPACT- Approx 3,180 SY		
		MAIN ST- Approx 700' X 25'- Approx 1,950 SY MILL- Approx 1,950 SY		

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You are authorized to do the work as specified. Payment will be made as outlined above.

Date-\_\_\_\_\_

Signature-\_\_\_\_\_



PO Box 175 563 S Main St  
03235



# SALES QUOTE/ CONTRACT

VISIT OUR WESITE-  
RDPAVINGINC.COM

Phone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

CONTRACT NUMBER 02/22/2400  
CONTRACT DATE Apr 22, 2022

To: [REDACTED]  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH  
  
428-7200  
428-4366

Job Description:  
Town of Henniker  
18 Depot Hill Rd  
Henniker, NH

Customer ID		Sales Rep Name
1864		Gerry J. DuBreuil
Customer Contact		Payment Terms
Leo Aucion	VISA	Net 30 Days

Quantity	Item	Description	Unit Price	Item Type
		SWEEP & TACK- Approx 1,950 SY- Approx 60 Gallons @ .03 Gal/ SY PAVE TOP- Approx 1,950 SY @ 1.5"- Approx 170 Tons 3/8" Mix		
28,865.00	Sq. Yds.	CONTRACT TOTALS- RECLAIM/ FINE GRADE & COMPACT- Approx 28,865 SY	2.19	Per Sq. Yds
3,645.00	Tons	SWEEP & TACK- Approx 51,175 SY- Approx 1,291 Gallons PAVE 3/4" BINDER- Approx 3,645 Tons 3/4" Binder (NO AC PROTECTION)	80.95	Per Ton
4,960.00	Tons	PAVE 3/8" TOP- Approx 4,960 Tons 3/8" Top (NO AC PROTECTION)	84.95	Per Ton
1.00	Milling	SHOULDER GRAVEL- \$7,000/ Day- Includes Crew and Trucks MILLING- Approx 1,950 SY	12,500.00	Flat Price
			<b>792,129.<sup>10</sup></b>	

Work performed when temperatures fall below 36 degree's will not be guaranteed and done only at customers request.

\*\*Traffic Control & Sweeping by others unls specified otherwise.\*\*

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You are authorized to do the work as specified. Payment will be made as outlined above.

Date- \_\_\_\_\_

Signature- \_\_\_\_\_

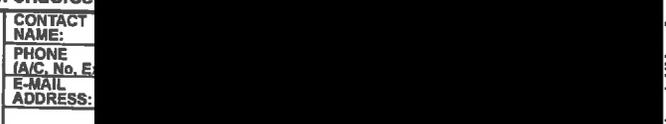
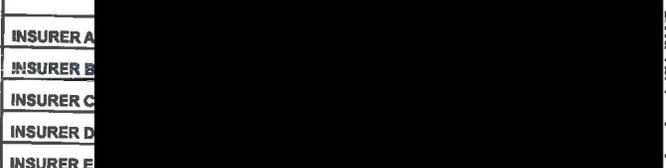


# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement.

PRODUCER 		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		366
Laconia NH 03246	INSURER A			NAIC # 21784
INSURED R & D Paving, Inc. P.O. Box 175 Franklin NH 03235	INSURER B INSURER C INSURER D INSURER E INSURER F			31325

**COVERAGES** CERTIFICATE NUMBER: CL2222587883

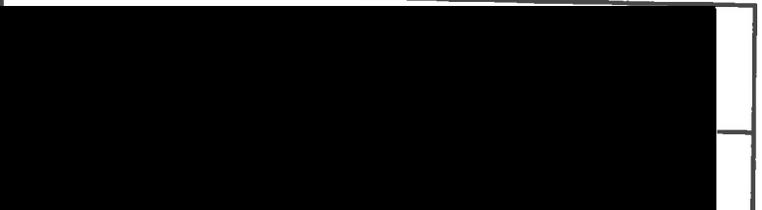
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE CERTIFICATE HOLDER AS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR POLICY WHICH MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA5345088-14	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Crisis Event \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTC <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CAA5345089-14	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5345090-14	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WPA5345091-14	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Office Copy

### CERTIFICATE HOLDER

### CANCELLATION

R&D Paving Inc. P.O. Box 175 Franklin NH 03235	
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## TOWN OF HENNIKER, NEW HAMPSHIRE

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

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# STAFF REPORT

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**DATE:** 2/7/2023

**TITLE:** Selectmen Schedule for Town/School Election Day March 14

**INITIATED BY:** Town Clerk

**PREPARED BY:** Diane Kendall, Town Administrator

**PRESENTED BY:** Diane Kendall, Town Administrator

**AGENDA DESCRIPTION:** Sign up for election duties or appoint pro tem

**LEGAL AUTHORITY:** [RSA 659:9](#); [658:9 and 9-a](#); [658:21](#)

**FINANCIAL DETAILS:** none

**BACKGROUND:** Polls are open from 7:00am to 7:00pm

**TOWN ADMINISTRATOR COMMENT:** N/A

**SUGGESTED ACTION or MOTION:**

**Suggested Action:**

Sign up for times to attend or assign pro tem

Kris Blomback:

Peter Flynn:

Tia Hooper:

Scott Osgood:

Bill Marko:

**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 February 21<sup>st</sup>, 2023, 6:15PM  
Henniker Community Center**

**Members Present:** Chairman Kris Blomback, Vice Chair Peter Flynn, Selectwoman Tia Hooper, Selectman Bill Marko, Selectman Scott Osgood

**Member's Excused:**

**Town Administrator:** Diane Kendall

**Recording Secretary:** Hank Bernstein

**Guests:** See attached Sign-In Sheet

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

**CONSENT AGENDA**

**Item #1 – Selectwoman Hooper motioned to approve the Consent Agenda February 21, 2023, seconded by Selectman Marko. The motion passed, unanimously.**

**PUBLIC COMMENT #1**

Scott Dias, of Flanders Rd, spoke on behalf of the Henniker Chamber of Commerce. He noted that there are a lot of contested seats for Selectboard, and the Chamber will be holding a “Meet the Candidates,” an informational forum at the Simon Center on March 6<sup>th</sup>.

Jennifer Lopez, of Foster Hill Rd, asked if there are any updates for the crosswalk at SuperScoops on Main Street. Town Administrator Kendall shared that the NH Regional Planning Commission is working on proposals and will provide a presentation and opportunity for stakeholders to weigh in on options.

Scott Dias spoke a second time, this time noting displeasure towards overflowing and unmaintained dumpsters in town. He discussed possible strategies and solutions to the matter. Selectman Marko shared that part of the issue is that the town does not have a policy on this matter. Mr. Dias asked to start working towards creating such a policy.

Ruth Zax, of Hall Ave, asked when decisions for ARPA funding will be made. Selectwoman Hooper answered, the Selectboard has a few years to allocate those funds and applications will be evaluated as they come in. Selectwoman Hooper noted that matters of emergency and health safety will be looked at with priority.

Lori Marko wanted to inform the Board that the Budget Advisory Committee had met and agreed to the Selectboard’s decision to support the Budget Advisory Committee proposed meeting schedule.

**APPOINTMENTS WITH THE BOARD:**

**Item #2 – Alison Mrohs - Appointment to Budget Advisory Committee**

Selectman Flynn called Alison Mrohs to the podium, who is seeking appointment to the Budget Advisory Committee. Mr. Flynn asked if she spoke with Budget Advisory Committee. Ms. Mrohs replied no and shared that she has been in town for five years and is interested in the budget process and her knowledge from her business could be helpful to the committee. **Selectwoman Hooper moved to appoint Alison Mrohs to the Budget Advisory Committee for a term of 3 years ending September 1, 2026, seconded by Selectman Flynn. Motion carried unanimously.**

## DRAFT

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

### **Item #3 – Ross Bennett - Conservation Commission – Natural Resources Inventory Update**

Ross Bennett spoke on behalf of the Conservation Commission to inform them Commission will issue an RFP to conduct a Natural Resources Inventory update. This report will be useful for planning, zoning, and conservation priorities.

### **Item #4 – Ruth Zax, Concert Committee – Blues and Brews Fest in Partnership with Henniker Brewery**

Ruth Zax spoke on behalf of the Concert Committee seeking authorization to host a Brews and Blues Concert Series event on July 18<sup>th</sup>, 2023. She reminded the Board last Blues and Brews Fest of 2019 was successful and supported by the Selectboard. Ms. Zax shared event participants my purchase a limit of up to five 4oz tastings or 20oz of beer during a 2-hour time period. Discussion ensued about risk management. The Concert Committee is asking the town to apply for the one-day non-profit liquor license as done in 2019. Concert Committee members will attend required training, sell, and serve the beer tastings. The local beer vendor is donating the product, but not inclined to acquire the necessary licensing. After further discussion, **Chairman Blomback moved to approve the event as presented in 2019 for the Henniker Blues and Brews Night for the Town of Henniker to hold the liquor license for the two hour window with the provision the Henniker Concert Committee is also instructed to try and find a third party and Henniker would be the license holder of last resort, and to wave the alcoholic beverage policy of Chapter 7 of the Henniker code book. Seconded by Selectman Osgood. Motion carried 4-1.**

Ms. Zax also asked the Selectboard to reconsider moving four of their meeting dates, June 20<sup>th</sup>, July 18<sup>th</sup>, August 1<sup>st</sup>, and August 15<sup>th</sup>, to the Town Hall so that the Concert Committee may use the Community Center as their rain location. Discussion ensued on the impact to each groups' audience and the different ways it would affect the town.

**Selectwoman Hooper moved that the Concert Committee work in conjunction with the Town Administrator make an official call on where the Board of Selectman meetings will be during that twelve-week period and to post the notice of meeting location within 24 hours, seconded by Selectman Flynn. Motion carried 4-1**

### **Item #5 – Monica Rico – Henniker Handmade and Homegrown**

Monica Rico came before the Board requesting permission for partial closure of the municipal parking lot behind the Community Building during the two-day (May 13<sup>th</sup> and 14<sup>th</sup>) Henniker Handmade and Homegrown event. Depending on the success of this event she may request a similar closure during the September event. Ms. Rico noted that Cyclesmith would be the only parking seriously affected by this. She was unable to contact them at this time but will communicate with them in the future. The event will require an assembly permit. Selectwoman Hooper suggested Ms. Rico apply for an assembly permit obtain feedback from the Public Safety Departments and N.E.C. **Selectwoman Hooper moved to table until the next meeting so additional information may be collected, Selectman Marko seconded. Motion carried unanimously.**

### **Item #6 – Town Clerks/Tax Collectors Transition Plan**

Kim Johnson, Elected Town Clerk/Tax Collector, and Debbie Aucoin, Deputy Town Clerk/Tax Collector, spoke on the transition plan for the department. Ms. Johnson is not seeking re-election and Ms. Aucoin is an unopposed candidate for the Town Clerk/Tax Collector position. They noted that the most important objective is to continue the level of service, they don't want residents to have unexpected closings. Ms. Johnson noted that once a deputy is appointed there is a lot of training before a new employee can start serving the public. Ms. Aucoin shared that they are looking for the support of her plan, after successful election, to appoint Ms. Johnson as the interim part time Deputy Town Clerk/Tax Collector until the position can be filled. Town Moderator Cordell Johnston offered guidance about timing of oath of office and appointments at Town Meeting, stating the Board of Selectman could post notice of a special Board of Selectman meeting to be held at the Community School, immediately following Town Meeting for the purpose of appointing the interim Deputy Clerk/Tax Collector.

**Selectwoman Hooper moved to run advertisement for the position that will be vacated by the current Deputy Clerk who will then take over as the Town Clerk/Tax Collector so the Board may start soliciting applications for that position, subject to election results. Selectman Marko seconded. Motion carried unanimously.**

## DRAFT

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**Selectwoman Hooper moved to schedule a Selectboard meeting to immediately follow the closure of the 2023 Town Meeting. Chairman Blomback seconded. Motion carried unanimously.**

### **NEW BUSINESS**

#### **Item #7 – Highway Department – 2023 Paving Contract Extension**

Highway Superintendent Leo Aucoin requested this item to be tabled until the next meeting.

#### **Item #8 – Town Meeting – Audio/Visual services**

Town Administrator Kendall informed the Board that Productions Inc. has submitted a proposal to provide audio visual services for Town Meeting at with discount same as the 2022 rate. **The Board consensus was that the Town Administrator can move forward with Productions Inc.** There was further discussion about making the recordings of Town Meeting available to the public.

#### **Item #9 – Underwood Engineering Design Agreement**

Town Administrator Kendall presented an agreement from Underwood Engineering to proceed with design services for the Wastewater Treatment Plant upgrade approved at Town Meeting 2022. The previous agreement was preliminary design. **Selectwoman Hooper moved to authorize the Town Administrator to execute the design agreement with Underwood, seconded by Selectman Marko. Motion carried unanimously.**

#### **Item #10 – Franklin Saving Bank Tax Anticipation Note Acceptance of Term**

TA Kendall presented an Acceptance of Terms letter from Franklin Savings Bank for a tax anticipation note that serves to provide cash flow in-between tax billings. **Selectwoman Hooper moved to authorize Town Administrator to execute the Commitment Letter, seconded by Selectman Marko. Motion carried unanimously.**

#### **Item #11 – Pursue agreement for Building Inspection Services from Town of Hillsboro**

TA Kendall detailed the ongoing recruitment process of a Building Inspector. She shared appreciation for Bob Garside who has graciously stayed on. Ms. Kendall has had conversation with Town of Hillsboro about the possibility of utilizing services of their employed Building Inspector, Michael Borden for about four hours a week as needed. This would provide back-up building inspections services only.

Selectman Marko noted that Mr. Borden comes highly recommended and that his services would be beneficial. Selectwoman Hooper also noted that with spring coming projects will be picking up. Resident Scott Dias expressed support for the idea and also expressed gratitude for Mr. Garside who has bent over backwards in support of the builders of Henniker. **Selectwoman Hooper moved to authorize the Town Administrator to pursue an agreement with Town of Hillsboro for Building Inspection and Code Enforcement Services, Selectman Flynn seconded. Motion carried unanimously.**

### **Past Meeting Minutes**

#### **Item #12 – Acceptance of Board of Selectmen meeting minutes February 4, 2023**

Selectman Marko moved to accept these minutes, seconded by Selectwoman Hooper. Motion carried unanimously.

#### **Item #13 – Acceptance of Board of Selectmen meeting minutes February 7, 2023**

Selectman Marko moved to accept these minutes, Selectwoman Hooper seconded. Selectwoman Hooper noted a correction to Page 6. In the first sentence of Article 19 the value \$138,500 should instead be \$160,00. **Motion carried unanimously.**

#### **Item #14 – Acceptance of Board of Selectmen non-public minutes 5:45 p.m. February 7, 2023**

## DRAFT

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**Selectwoman Hooper moved to accept these minutes, seconded by Selectman Marko. Motion carried unanimously.**

### **Item #15 – Acceptance of Board of Selectmen non-public minutes 9:48 p.m. February 7, 2023**

**Selectwoman Hooper moved to accept these minutes, seconded by Selectman Marko. Motion carried unanimously.**

### **Communications**

#### **Item #16 – Town Administrator Report:**

TA Kendall updated the board to several projects, committee, community, and recruitment efforts.

#### **Item # 17- Selectmen Reports:**

Selectman Marko reported on a Road Management Committee meeting. Normal updates on road projects. The Highway Department has been busy. Superintendent Aucoin updated the Committee on what he had planned to discuss this evening. The price of asphalt oil has gone up and effects everything.

Selectman Flynn reported on an Athletic Committee meeting. They discussed the upcoming softball and baseball season. Looking forward to a good season. The basketball season was very successful. They also discussed the budget from last meeting.

Selectwoman Hooper had nothing to report.

Chairman Blomback had nothing to report.

Selectman Osgood reported on a Conservation Commission meeting where they had discussed what Mr. Bennett had informed the Board of earlier.

#### **PUBLIC COMMENT #2:**

No public comment.

#### **NON-PUBLIC:**

**Motion to enter Nonpublic Session made by Selectwoman Hooper, seconded by Selectman Marko. Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of this board. Roll call vote to enter nonpublic session: **Chairman Blomback, yes; Peter Flynn, yes; Scott Osgood, yes; Tia Hooper, yes; Bill Marko, yes.** Public meeting recording stopped. Entered nonpublic session at 8:13PM.

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

Public session reconvened at 8:19PM

**Selectwoman Hooper motioned to seal the minutes, seconded by Selectman Marko,** because it was determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board. Roll call vote to seal the minutes: **Chairman Blomback, yes; Peter Flynn, yes; Scott Osgood, yes; Tia Hooper, yes; Bill Marko, yes. The motion passed unanimously.**

**Motion to enter Nonpublic Session made by Selectwoman Hooper, seconded by Selectman Marko. Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II(a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected has a right to a public meeting, and requests that meeting be open, in which case the request shall be granted. Roll call vote to enter nonpublic session: **Chairman Blomback, yes; Peter Flynn, yes; Scott Osgood, yes; Tia Hooper, yes; Bill Marko, yes.** Public meeting recording stopped. Entered nonpublic session at 8:20PM.

**Motion to leave Nonpublic Session made by Selectman Flynn, seconded by Chairman Blomback. The motion passed unanimously.**

**DRAFT**

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

Public session reconvened at 9:28PM

**Selectman Marko motioned to seal the minutes, seconded by Chairman Blomback**, because it was determined that divulgence of this information likely would affect adversely the reputation of any person other than a member of this board. Roll call vote to seal the minutes: **Chairman Blomback, yes; Peter Flynn, yes; Scott Osgood, yes; Tia Hooper, yes; Bill Marko, yes. The motion passed unanimously.**

**Selectman Marko moved to adjourn at 9:30PM, seconded by Chairman Blomback. The motion carried unanimously.**

Respectfully submitted,

Hank Bernstein  
Minute Taker

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: February 21, 2023

\*PLEASE PRINT\*

Name

Address

Name	Address
RUTH ZAX	247 Hall Ave
Lori Marko	Henniker
Jennifer Lopez	488 Foster Hill
Dave P. Currier	173 Centerville Rd Henniker
Cathy & Scott Dins	Henniker
Lee Kriester	Henniker
ROSS BENNETT	55 BENNETT HENNIKER
John Cassel	55 River Rd
Sandra May	55 River Rd
Alvin Mosh	10 Mansell Rd
Ray Mosh	10 Mansell
Deb Aucrain	484 Weare Rd
Kim Johnson	Henniker
MONICA RICO	HENNIKER
Taylor Carroll	126 Village Green
Cordell Johnston	480 Shaker Hill Road
Hendy Aucrain	7400 Weare Rd

"The only Henniker on Earth."



Office of the Town Administrator

*Diane Kendall*

To: Board of Selectmen  
From: Diane Kendall, Town Administrator  
Date: March 7, 2023  
Ref: **Town Administrator's Report**

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This report encompasses updates, activities, projects, and meetings February 17 to March 3

Complaint about Dumpsters Follow-up:

- All complaints about health hazards are forwarded to the Health Officer for investigation and enforcement.
- Owners are called to notify of complaint and urged to have dumpsters emptied; owners who do not comply will have dumpsters emptied at the owners expense.
- Article XXXI Housing Standards Ordinance specifies regulations for garbage and rubbish accumulation and enforcement is specified as the Code Enforcement Officer. Code Enforcement and Health Officer may work together to resolve issues. Owner occupied single and 2-family dwellings are exempt from the Section XXXI
- The Health Officer and Building Inspector keep a log of complaints
- The Health Officer and Building Inspector will work with the Town Planning office to send a proactive educational letter to property owners who may be frequent offenders to remind them of the regulations.
- Health Officer Aucoin said that dumpsters may overflow around holidays or when pick up schedules change. They are frequently emptied by the time he gets to the site to investigate.

Community Center: RFP for front door replacement and trim work repair to be issued by March 31

Fire Pond: Easement Agreement has been executed and permitting will proceed.

Outreach:

- Met with NEC Office of Advancement regarding events at this year's fall festival on Saturday, September 30, 2023. Wayne Lesperance was appointed the 16th President of New England College in December 2022. Mr. Lesperance has selected to have his inauguration the weekend of the College's fall festival. They plan to have the ceremony in at the Putnam Theater from 3:30-4:30 pm, followed by food and a band on the Simon Green from 5:00-8:00 pm. Followed by a fireworks display at the athletic fields. NEC and Town's administrative office will coordinate with fireworks vendor, fire chief and other public safety departments to ensure a safe event in accordance with town polices including Fireworks and Assembly. **This event will be shared with the Henniker Community, and all are invited to attend.**
- Planning Public Health and Safety Month events for October 2023

Broadband: Committee met with FirstLight Fiber and will begin mapping coverage at next meeting April 5, 2023

Energy Committee: working with committee to assist with information needed for energy audit and assessment  
Conservation Commission: working with committee to assist with RFP for NRI update

Wastewater:

- Attended meeting with Wastewater Commissioner Kris Blomback; Wastewater superintendent Rich Slager; Wastewater operator Chazz Freeman; Mark A. Kondelis Sr., NHDES Certification & Training and Richard Emberley DES Operations to discuss staffing report and plant condition. Mr. Kondelis and Mr. Emberley will return on March 21<sup>st</sup> to present to the reconstituted Board of Selectmen/Wastewater Commissioners
- Issued job posting for entry level operator.

Building Inspector/Code Enforcement:

- Mr. Garside rescinded resignation and will continue as the town appointed building inspector/code enforcement officer.
- Pursuing back-up services agreement with Town of Hillsboro
- Mr. Garside issued code enforcement letter to owners of property on Rush Rd for repeated and continued violation of town zoning ordinance.

Transfer Station/Closed Landfill:

- Received grant funding of \$1,122 from NH the Beautiful.

Legal:

- Received Subpoena from McLane Middleton law firm in response to State of NH vs 3M Company, et al. Request is for documents related to PFAS. Working with town attorney to respond.

**Transfer Station Recycling and Disposal Committee is seeking members. Please inquire at the Town Office**

Other:

- [Understanding NH Property Taxes](#)

State and NHMA:

- [2023 NHMA Legislative Bulletin 10 | New Hampshire Municipal Association \(nhmunicipal.org\)](#)
- [NHMA Newslink February 8, 2023](#)
- [2023 Regional Legislative Preview - Keene | New Hampshire Municipal Association \(nhmunicipal.org\)](#)
- [REGISTRATION OPEN: Getting to Know NHMA's Membership Benefits Webinar | New Hampshire Municipal Association \(nhmunicipal.org\)](#)
- [state\\_aid\\_to\\_municipalities.pdf \(nhmunicipal.org\)](#)
- [NHMA Important Dates Calendar](#)
- [OSI Planning and Zoning Training | Planning Division | NH Office of Strategic Initiatives](#)



Matthew French  
Chief of Police

# HENNIKER POLICE DEPARTMENT

340 Western Avenue  
Henniker, NH 03242

*Lieutenant Michelle Dandeneau*  
*Sergeant Matthew Mitchell*  
*Patrol Officer Amy Bossi*  
*Patrol Officer Jesse Colby*  
*Patrol Officer Luis Berdecia*  
*Patrol Officer Allysia Burton*

*Gail Abramowicz*  
*Administrative Assistant*

*Terri Grieder*  
*Office Assistant*

*Robert Verity*  
*Parking Enforcement*

*Shannon Camara*  
*Animal Control*

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February 24, 2023

Chief Matthew French  
340 Western Ave,  
Henniker, NH 03242

Chief French,

This letter is to inform you of my retirement as of July 31, 2023. It has been an honor and privilege to serve the people in the town of Henniker for 26 years. I am proud to have represented the Henniker Police Department over the years, and will truly miss the everyday interaction with my fellow colleagues and the people in the town.

Thank you for all your years of support as both a peer and supervisor. I look forward to beginning a new chapter in my life, and appreciate the opportunity to continue the work I love on a different level with the Police Department.

Best regards,

Amy Bossi

Received by  
TOWN OF HENNIKER

FEB 27 2023

SELECTMEN'S OFFICE

February 17, 2023

Dear Chief French,

Please accept this as my formal resignation from my position as Animal Control Officer for the Henniker Police Department. My last day will be Saturday, February 25, 2023.

My new work schedule does not allow me the time to assist the department as needed, thus, I have made the decision to resign.. I will bring all tools and supplies that were purchased for my position to the department next week along with my key. Should any questions arise after my departure that I may help answer, you are welcome to contact me anytime.

Sincerely,



Shannon Camara



Received by  
TOWN OF HENNIKER

FEB 27 2023

SELECTMEN'S OFFICE



## Diane Kendall

---

**From:** Suzanne Hersey [REDACTED]  
**Sent:** Tuesday, February 21, 2023 4:52 PM  
**To:** Diane Kendall  
**Subject:** Thanks to Henniker Transfer Station Staff

Good Afternoon,

This is a special shout-out to the staff at the Henniker Transfer Station!

Your commitment, hard work and dedication to maintaining a clean station environment is both evident and impressive.

It is apparent you take pride in keeping the Henniker Transfer Station well organized, free of clutter and safe for our town residents.

Many thanks and much appreciation to the team!

Regards,  
Suzanne Hersey

Sent from my iPhone

## Diane Kendall

---

**From:** Ruth Zax [REDACTED]  
**Sent:** Friday, February 24, 2023 11:20 AM  
**To:** Diane Kendall  
**Subject:** Income/Expense Projections for Concert Series 2023

### 2023 CONCERT PROJECTED INCOME AND EXPENSES – February 21, 2023

Income	Amount	Source/Comments	Purpose	
Sponsorships	6,900	Paid business sponsors	Band bookings/marketing	
Donations	1,000	Donations/Raffles	Bandstand upgrades	
Vendor Fees	1,100	10% of food and product sales	Upgrades/marketing	
Town Allocation	7,195	Budgeted	Band bookings	
TOTAL	16,195			

Operating Expenses	Amount	Comments	Purpose
Bands	10,400	Band fees have increased over past 5 years.	Pay bands and provide small stipend toward meal expense, water
Music Licenses	725	Could be more this year. It has increased every year	BMI/ASCAP
Sponsor benefits/signage	1,500	Design and printing, new signage	Includes sponsor benefits
Design	800	Design and printing of flyers/posters/ads	
Miscellaneous	150		Ice, water for bands and bank
	13,575		

Maintenance Projects (are these town responsibility or do we fund from private trust?)

Capital Projects	Amount	Source	
Lighting Upgrades	800	Grant from Rotary	
New Signage	500	Donations	Safety/Parking
Painting Bandstand	1,500	Park Maintenance	
Total	3,300		

2022 Series cost \$10,700. Selectboard transferred \$3,500 from the Private Trust to cover the shortfall. When we presented our budget to the SelectBoard we made an early projection that the 2023 series would cost \$11,500 but the costs we now project are \$13,575 due to additional band fees and promised sponsor benefits. We would like to have the bandstand painted and stained this summer and have new signage for Event Parking and other Safety Measures (stay out of trees, off Community Center steps, no bicycle riding in park during concerts, etc).

We have more sponsors this year, but it is never certain that every concert will be covered by a sponsor. It takes money to raise money. We promise our sponsors access and visibility and that increases our need for signage and special posters highlighting the business's participation.