



TOWN OF HENNIKER, NEW HAMPSHIRE

**SELECTMEN AGENDA**

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

**Tuesday February 21, 2023**

**6:15 PM**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ANNOUNCEMENTS**

**IV. CONSENT AGENDA**

- 1) Consent Agenda February 21, 2023

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

**VI. APPOINTMENTS WITH THE BOARD**

- 2) Alison Mrohs - Appointment to Budget Advisory Committee
- 3) Ross Bennett - Conservation Commission – Natural Resources Inventory Update
- 4) Ruth Zax, Concert Committee – Blues and Brews Fest in Partnership with Henniker Brewery
- 5) Monica Rico – Henniker Homemade and Homegrown
- 6) Town Clerks/Tax Collectors Transition Plan

**VII. CONTINUED BUSINESS**

**VIII. NEW BUSINESS**

- 7) Highway Department – 2023 Paving Contract Extension
- 8) Town Meeting – Audio/Visual services
- 9) Underwood Engineering Design Agreement
- 10) Franklin Saving Bank Tax Anticipation Note Acceptance of Term
- 11) Pursue agreement for Building Inspection Services from Town of Hillsboro

**IX. TABLED BUSINESS**

- Crosswalk on Main St
- TA Agreement Renewal

**X. PAST MEETING MINUTES**

- 12) Acceptance of Board of Selectmen meeting minutes February 4, 2023
- 13) Acceptance of Board of Selectmen meeting minutes February 7, 2023
- 14) Acceptance of Board of Selectmen non-public minutes 5:45 p.m. February 7, 2023
- 15) Acceptance of Board of Selectmen non-public minutes 9:48 p.m. February 7, 2023

**XI. COMMUNICATIONS**

- 16) Town Administrator Report
- 17) Correspondence - Letters and Notices
- 18) Department Reports
- 19) Selectmen Reports

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

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

- 20) RSA 91-A:3, II (c) – Agreement for Payment Arrangements
- 21) RSA 91-A:3, II (a) - TA Agreement Renewal

**XIV. ADJOURNMENT**

**XV. UPCOMING DATES 2023**

- February 22, 2023 – Energy Committee Meeting @ 6:00 p.m.
- March 1, 2023 – Conservation Commission Meeting @ 7:00 p.m.
- March 6, 2023 – Chamber of Commerce – Meet the Candidates @ 6 p.m.
- March 7, 2023 – Henniker Community School Board Meeting @ 6:15 p.m.
- March 7, 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.



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Tuesday, February 21, 2023**

Consent Agenda

- Item 1:** Application for Solar Exemption – Lot 103-A29
- Item 2:** Application for Veteran’s Credit – Lot 767-F
- Item 3:** Application for Elderly and Disabled Tax Deferral – Lot 258
- Item 4:** Appointment of Full-Time Police Officer – Frankie Ramsdell
- Item 5:** Accounts Payable Check Register – February 15, 2023
- Item 6:** Payroll Check Register – February 15, 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.



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TOWN OF HENNIKER, NEW HAMPSHIRE  
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_____	_____
_____	_____
_____	

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**TOWN OF HENNIKER APPOINTMENT**

To **Frankie Ramsdell**, of Sandown, NH, in the County of Rockingham:

WHEREAS, there is a vacancy in the office of the **Police Department**, of said Town of Henniker, and whereas, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, the said, **Frankie Ramsdell**, as a **Full-time Police Officer** of the **Police Department**; and upon your taking the oath of office, and having this Appointment and the certificate of said office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the responsibilities of such office effective, **February 7, 2023. Probationary appointment for one year from date of appointment. (02/07/23 – 02/07/24)**

Given under our hands this 7th day of February, 2023.

BOARD OF SELECTMEN:

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

I, **Frankie Ramsdell**, do solemnly swear that I will faithfully and impartially discharge and perform all the duties incumbent on me as a **Full-time Officer** of the **Henniker Police Department**, according to the best of my abilities, agreeably to the rules and regulations of the constitution, laws of the State of New Hampshire, and local town ordinances, **SO HELP ME GOD.**

\_\_\_\_\_  
**Frankie Ramsdell**

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

Personally, appeared the above-named, who ' **Frankie Ramsdell**, took and subscribed the foregoing oath before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Town Clerk

Received and recorded: \_\_\_\_\_

**TOWN OF HENNIKER  
ACCOUNTS PAYABLE CHECK REGISTER  
DATE: FEBRUARY 15, 2023**

**TOTAL: \$568,754.64**

**BOARD OF SELECTMEN APPROVAL**

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**TOWN OF HENNIKER  
PAYROLL CHECK REGISTER  
DATE: FEBRUARY 15, 2023**

**TOTAL: \$48,715.57**

**BOARD OF SELECTMEN APPROVAL**

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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

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# STAFF REPORT

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**DATE:** 2/21/2023

**TITLE:** Volunteer Appointment – Budget Advisory Committee

**INITIATED BY:** Helga Winn, Executive Assistant

**PREPARED BY:** Helga Winn, Executive Assistant

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

**AGENDA DESCRIPTION:**

- Ms. Alison Mrohs has requested to fill a vacant position on the **Budget Advisory Committee**.

**Legal Authority:** Selectmen Policies II.4 Town Committees and Boards

**Financial Details:** N/A

**Town Administrator Comment:** N/A

**Suggested Action/Recommendation:**

***Suggested Motions:***

*Move to appoint Alison Mrohs to the Budget Advisory Committee for a term of 3 years ending September 1, 2026.*





**TOWN OF HENNIKER APPOINTMENT**

To **Alison Mrohs**, of Henniker, NH, in the County of Merrimack:

**Town of Henniker Board of Selectmen:**

*Motion:* To accept the Volunteer Application of Alison Mrohs, appointing her as a Volunteer Member of the Budget Advisory Committee until September 1, 2026.

**BOARD OF SELECTMEN:**

_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____
_____	Date: _____



**Town of Henniker**

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

**APPLICATION FOR VOLUNTEER POSITION**

**COMMITTEE / BOARD:** Budget Advisory Committee

**NAME** (as it should appear on Appointment Form): **Alison Mrohs**

**FULL NAME:** Alison Mrohs

**PHONE:**

**PHYSICAL ADDRESS:** 10 Ramsdell Rd

**MAILING ADDRESS:** P O Box 191

**EMAIL ADDRESS:**

Why are you seeking this appointment?:

I believe I could be useful to this process. I'm interested in seeing how our town money is collected and spent.

What experience would you bring to this position?:

I was on a similar committee in the county where I moved from. I believe it's an important aspect of local government.

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

Not really, just try to add to the discussion of where to find savings or re-interpretations of current spending.

**SIGNATURE:**

*Alison Mrohs*

**DATE:**

2/7/23

# **Request for Proposals**

## **Natural Resources Inventory Update**

Town of Henniker, NH

### **I. PROJECT GOAL**

The Town of Henniker Conservation Commission invites qualified natural resource professionals experienced in the preparation and development of natural resource inventories with relevancy in data collection, fieldwork, mapping, scientific writing, and public engagement to submit proposals to develop an updated resource inventory for the town of Henniker, New Hampshire. This updated document will provide the foundation for comprehensive land-use and conservation planning and will allow for natural resource information to be included in local planning and zoning.

### **II. MAJOR TASKS**

- a.** Map and describe current and newly identified resources to those listed in the 2002 Henniker Natural Resources Inventory
- b.** Identify resource-rich focus areas defined by the co-occurrence of important natural resources
- c.** Develop data/map layers for use in the Town's web-based GIS to include, but not be limited to:
  - Geology and soils
    - Bedrock and surficial geology
    - Soils
    - Slope
  - Water resources
    - Groundwater and aquifers
    - Watersheds
    - Streams and water bodies
    - Floodplains
    - Wetlands
    - Potential and known contaminated sites
  - Wildlife habitats
    - Significant biodiversity areas
    - Stream and riparian habitat
    - Wetland habitat
    - Forests
    - Grasslands and shrublands
    - Rare plant and animal species
  - Cultural resources
    - Historic resources
    - Scenic resources
    - Recreation resources
  - Land use
    - Zoning and tax maps
    - Land use and land cover
    - Conservation and public lands
    - Farmlands

- d. Climate, Resiliency, and Adaptation
- e. Provide a written analysis of existing natural resources and written recommendations for consideration by town officials
- f. Deliverables for the project are as follows:
  - Written Report
  - Maps will be prepared in both digital and hard-copy format using ArcGIS or similar software and using the best available digital orthophotography or mapping as base maps. Documentation of the data source, standards, and scale used for the inventoried resources will be included in metadata descriptions.
  - Data layers will be delivered in ESRI.shp file format.

### **III. RFP SUBMISSION PROCEDURE**

#### **a. Procedure**

Applicants will submit an electronic copy of the proposal to \_\_\_\_\_ by \_\_\_\_\_ on \_\_\_\_\_. Any questions or requests for additional information regarding this RFP must be sent by email to \_\_\_\_\_ by \_\_\_\_\_. Any question or request must include the applicants name, address, phone number, and company.

#### **b. Required materials**

- Cover page
- Executive summary
- Project approach
- Consultant experience
- Professional references (3)
- Fee schedule
- Project timeline
- Additional information
- Disclosure statement

### **IV. RFP REVIEW AND SELECTION PROCESS**

#### **a. Selection**

It is the policy of the Town of Henniker to select vendors on the basis of the best overall value to the Town. Some of the factors considered when determining the best overall value are: Price, Quality, Warranty, Service, Availability, Past Performance with the Town of Henniker, and References.

#### **b. Award**

It is the policy of the Town of Henniker that contracts are awarded only to responsible vendors. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request: have adequate financial resources for performance or have the ability to obtain such resources as required during performance; have the necessary experience, organization, technical and professional qualifications, skills and facilities; be able to comply with the proposed or required time of completion or performance schedule; and have a demonstrated satisfactory record of performance. Proposal shall include a description of your credentials including resume, licenses/certifications, professional affiliations, Liability Insurance, contact information, etc.

**c. Insurance**

The successful Contractor, prior to the execution of the contract, must produce a certificate of insurance, naming the Town an Additionally Named Insured, for the following types and levels of coverage:

<b>Coverages</b>	<b>Limits of Liability</b>
<b>Workmen's Compensation</b>	<b>500,000/500,000/500,000</b>
<b>Employer's Liability</b>	<b>1,000,000 each occurrence 2,000,000 aggregate</b>
<b>Bodily Injury Liability Except Automobile</b>	<b>500,000 each occurrence 1,000,000 aggregate</b>
<b>Property Damage Liability Except Automobile</b>	<b>500,000 each occurrence 500,000 aggregate</b>
<b>Automobile Bodily Injury Liability</b>	<b>500,000 each occurrence 1,000,000 aggregate</b>
<b>Automobile Property Damage Liability Excess Umbrella Liability</b>	<b>500,000 each occurrence 2,000,000 each occurrence</b>

**V. RFP SCHEDULE**

Posting of RFP	Feb 15, 2023
All questions by email	March 1, 2023 5pm
Responses to questions	March 8, 2023
Proposals due	April 4, 2023 5pm
Recommendation to Board of Selectmen	April 13, 2023
Contract awarded	April/ May
Project start date	TBD



# TOWN OF HENNIKER, NEW HAMPSHIRE

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

## Request for Board of Selectman Agenda Item Consideration

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

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

**SUBMIT FORM TO THE TOWN ADMINISTRATOR [REDACTED] or mail to address at top of form.**

<b>Requested Meeting Date:</b>	February 21, 2023
<b>REQUESTOR CONTACT INFORMATION</b>	
<b>Name:</b>	Ruth Zax
<b>Address:</b>	PO Box 486
<b>Email:</b>	[REDACTED]
<b>Phone:</b>	[REDACTED]
<b>DESCRIPTION OF TOPIC OR REQUEST</b>	
<b>TITLE: Blues &amp; Brews Fest 2023</b>	
<b>PERSON PRESENTING TO THE SELECTBOARD AND CONTACT INFORMATION IF DIFFERENT:</b>	Ruth Zax
<b>DESCRIPTION OF QUESTION OR PROBLEM:</b> In 2019, prior to the pandemic, the Henniker Summer Concert Committee held a successful event as part of the summer series, a Blues and Brews Fest in partnership with Henniker Brewery. We are seeking approval from the Selectboard to hold a similar event this summer on July 18 <sup>th</sup> . We need a waiver from the town to serve alcohol at this one-day event, permission to apply for a 1-day State of NH liquor license and approval from police and fire/rescue. We may also need to obtain an assembly permit. Some issues have arisen this time over who should apply for the 1-day license. In 2019 it was the town.	
<b>PREVIOUS ACTIONS TAKEN BY REQUESTER OR OTHERS:</b> (include attempts to resolve prior to coming to BoS) We have met with Town Administrator Diane Kendall and Henniker Brewery CEO, David Currier. Diane has gotten an opinion from the town's insurance company regarding risk. We need to resolve this issue in order to move forward.	
<b>EXPECTED OUTCOME, ACTION OR DECISION:</b> (be specific) The Concert Committee would like to repeat this very popular event as part of the summer series and hope the SelectBoard will see its value both economically and culturally.	

**KNOWN FINANCIAL IMPACT:** It raises money for the concert committee to continue bringing top quality bands to our community during the summer, which has a positive impact on the local economy and tourism.

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

**FOR OFFICE USE ONLY**

**DATE RECEIVED:** 01/31/23

**DATE SCHEDULED:** 2/21/23

**TOWN ADMINISTRATOR COMMENT:** The Concert Committee is an official government body of the town, not a separate entity at arm's length. Town Administrator does not recommend the "Town of Henniker" hold secure a one-day liquor beer festival license. 1. It creates increases risk exposure for the town and the benefits do not outweigh the risks 2. It's contrary to the Town Policy Ordinance CHAPTER 7 ALCOHOLIC BEVERAGES  
See attached information from Town liability and risk management partner Primex

**DEPARTMENT HEAD AND COMMITTEE COMMENTS:** Not known as of this date

**LEGAL AUTHORITY:** [RSA 178:22 V \(1\)](#) ; [Town Policy Chapter 7 Alcoholic Beverages](#)

**FINANCIAL DETAILS:** Unknown

**SUGGESTED ACTION/MOTIONS/RECOMMENDATIONS:**

**Suggestion:** The Concert Committee may find a non-profit partner to apply for the One-Day Non-Profit Liquor License; or the brewer may obtain the off-site liquor license. All partners and/or vendors will be required to request a Waiver of Policy Chapter 7 and obtain an assembly permit and properly indemnify the town. The Town will be required to complete Liquor Commission form L-023a.

**POST MEETING NEXT STEPS AND FOLLOW-UP**

## Diane Kendall

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**From:** David Bullock <[REDACTED]>  
**Sent:** Monday, January 23, 2023 3:09 PM  
**To:** Diane Kendall  
**Cc:** Derek Martel  
**Subject:** RE: Town of Henniker Question  
**Attachments:** Alcohol at Events\_July 2019\_V1.pdf; Updated sample insurance and indemnification (March 2018).docx

Hi Diane,

I was asked to respond to this. Generally Primex would advise for the brewer to secure the liquor license for the event and to name the Town and its official, employees and volunteers as additional insured on a primary and non-contributory basis on their general and liquor liability policies as long as providing proof of Worker's Compensation Coverage. Entering an agreement with them to provide indemnification to the Town is beneficial as well.

I have attached the Primex Alcohol at Events Risk Management Bulletin and Sample Insurance and Indemnification Language as additional tools on this topic. I would suggest having local counsel draft an agreement with the brewer. Primex can also review a draft agreement upon request by the Town. You would just need to send me a copy via email.

Let me know if there are any additional questions.

Thanks,  
Dave

**David Bullock, CPCU, SCLA, AIC**  
**Claims and Coverage Consultant**  
**NH Public Risk Management Exchange (Primex<sup>3</sup>)**  
Bow Brook Place  
46 Donovan Street  
Concord, NH 03301-2624

**Please Note: Our new Mailing Address is PO Box 23, Hooksett, NH 03106-9716**  
**Our physical address remains 46 Donovan Street, Concord, NH.**

T: (603) 225-2841 Ext. 113  
T: (800) 698-2364 NH Toll Free  
F: (603) 931-3386



# Serving Alcohol at Public Events

## PRIMEX<sup>3</sup> RISK MANAGEMENT BULLETIN

### The Risks

It's an unfortunate fact that hosting an event comes with inherent risks. Serving alcohol at public events can certainly compound the risks associated with an event. The decision to allow alcohol or to have alcohol served at a public event is a local policy decision that should be carefully assessed.



### Primex<sup>3</sup> Coverage and Insurance

There are no liquor liability exemptions within the Primex<sup>3</sup> Liability Coverage Document so long as the event is approved by the member. The member's employees, volunteers, and officials are similarly covered when acting in the course and scope of their official duties on behalf of the member. As such, the choice to engage in a public event where alcohol may be served is a local policy decision with several risk management and policy considerations.

A primary risk management consideration is to outsource or contract the serving of alcohol to a third-party vendor (caterer, bartender, etc.). As a best practice, the vendor should provide proof of general liability and liquor liability insurance that lists your organization as an additional insured by endorsement on a primary and non-contributory basis. In addition, the vendor should provide proof of workers' compensation insurance meeting State of New Hampshire requirements for its staff handling your event.

### Considerations

- **Local Ordinances** - Make sure your community's local ordinances and/or policies allow alcohol to be served on public grounds/facilities. Many communities prohibit alcohol on public grounds and properties. In addition, these ordinances/policies may require uniformed police detail at events where alcohol is served.
- **Licenses** - Check with the State of New Hampshire Liquor Commission regarding the need for a One Day License. The New Hampshire Liquor Commission Division of Enforcement does issue one day licenses to bonified registered non-profit organizations. <https://www.nh.gov/liquor/enforcement/licensing/one-day-license.htm> They also provide a special one-day training for non-profits that focuses on relevant issues at licensed events and include information on State Law, Administrative Rules, civil liability and management policy. <https://www.nh.gov/liquor/enforcement/education/one-day-training.htm>
- **Serving Alcohol** - Hire a vendor such as a caterer or bartender to serve any alcohol and obtain proof of insurances (general liability, liquor liability and workers' compensation) like you would with other vendors (see Primex<sup>3</sup> coverage above) that lists your organization as the additionally insured by endorsement on a primary and non-contributory basis. Make sure the server is of legal age and has the so-called ServSafe designation or Responsible Beverage Service (RBS) training. Make it the responsibility of the vendor/caterer/bartender to assume the risks associated with alcohol service including checking identification for age appropriateness of those consuming alcohol.

### Additional resources:

- State of NH Liquor Enforcement: <https://www.nh.gov/liquor/enforcement/>
- ServSafe Alcohol: <https://www.servsafe.com/ServSafe-Alcohol>

For more information, please contact your Primex<sup>3</sup> Risk Management Consultant at 800-698-2364 or email [RiskManagement@nhprimex.org](mailto:RiskManagement@nhprimex.org)

Chapter 7

ALCOHOLIC BEVERAGES

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

**GENERAL REFERENCES**

Large assemblies -- See Ch. 15.

**ARTICLE I**

**Open Containers**

[Adopted 11-20-1990]

**~ 7-1. Open containers on public property prohibited.**

It shall be unlawful for any person to possess an open container of any alcoholic beverage or consume any alcoholic beverage while on any public highway, sidewalk or common or upon any town owned property within the boundaries of the Town of Henniker.

**~ 7-2. Open containers on public highways prohibited.**

It shall be unlawful for any person, while in any motor vehicle, to possess an open container of any alcoholic beverage or consume any alcoholic beverage while on any public highway, sidewalk or common or upon any town owned property within the boundaries of the Town of Henniker.

**~ 7-3. Violations and penalties.**

Violation of this article will result in a fine of not more than \$100.

**~ 7-4. Statutory authorization; when effective.**

This article is authorized under powers granted to Selectmen under RSA 31:39 and 47:11 and is to take effect upon passage.



**State of New Hampshire  
Liquor Commission  
Division of Enforcement & Licensing**



**ONE DAY / AUCTION / BEER FESTIVAL / WINE FESTIVAL LOCAL OFFICIAL SIGNATURE SHEET**

Town/City of: \_\_\_\_\_

This letter authorizes the use of the \_\_\_\_\_  
(PREMISES)

For the \_\_\_\_\_ to perform  
(VOLUNTARY GROUP OR NON-PROFIT ORGANIZATION)

**A SPECIAL EVENT(S) AND GATHERING(S) FOR A ONE-DAY LICENSE OR BEER FESTIVAL INVOLVING THE SALE OF ALCOHOLIC BEVERAGES AS REQUIRED BY RSA 178:1.**

Effective Date: \_\_\_\_\_  
(DAY OF THE WEEK) (MONTH) (DAY) (YEAR)

Expiration Date: \_\_\_\_\_  
(DAY OF THE WEEK) (MONTH) (DAY) (YEAR)

Hours of Event: \_\_\_\_\_ AM/PM Until \_\_\_\_\_ AM/PM

I approve the use of the \_\_\_\_\_ in so far as accessibility of the premises is concerned; the premises are safely accessible to all forms of traffic, including emergency vehicles.

**Police Chief's Signature:** \_\_\_\_\_

**Print Police Chief's First & Last Name:** \_\_\_\_\_

I approve the use of the \_\_\_\_\_ in so far as accessibility of the premises is concerned, the premises are safely accessible with authorized capacity of \_\_\_\_\_ people.  
(NUMBER OF PEOPLE)

**Fire Chief's Signature:** \_\_\_\_\_

**Print Fire Chief's First & Last Name:** \_\_\_\_\_

I approve the use of the \_\_\_\_\_ in so far as health and sanitary conditions are concerned. The premise meets health requirements.

**Health Officer Signature:** \_\_\_\_\_

**Print Health Officer's First & Last Name:** \_\_\_\_\_



## 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:** 2/21/2023

**TITLE:** Henniker Homemade and Homegrown Request

**INITIATED BY:** Monica Rico, Henniker Community Market

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

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

**AGENDA DESCRIPTION:** Ms. Rico has requested an appointment with the board to see permission to use the Community Building parking lot for food trucks during the 2 2-day HHH events. Event dates: May 13-14 and September 30 – October 1.

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** N/A

**BACKGROUND:** See request

**TOWN ADMINISTRATOR COMMENT:** Concerns have been raised about keeping access open to driveways on either side of the Community Building, parking rights of tenants; parking congestion; electricity use for food trucks.

**SUGGESTED ACTION or MOTION:**

**Suggested Motion:**

N/A



# TOWN OF HENNIKER, NEW HAMPSHIRE

Town Hall  
18 Depot Hill Road  
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Tel: (603) 428-3221

## Request for Board of Selectman Agenda Item Consideration

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SUBMIT FORM TO THE TOWN ADMINISTRATOR [diane.kendall@henniker.org](mailto:diane.kendall@henniker.org) or mail to address at top of form.

Requested Meeting Date:	2/21/2023	
<b>REQUESTOR CONTACT INFORMATION</b>		
Name:	Monica Ried	
Address:	394 Bacon Rd. Henniker	
Email:	hennikercommunitymarket@	
Phone:	[REDACTED]	
<b>DESCRIPTION OF TOPIC OR REQUEST</b>		
TITLE:	CLOSE MUNICIPAL PARKING LOT DURING	
PERSON PRESENTING TO THE SELECTBOARD AND CONTACT INFORMATION IF DIFFERENT:	HENNIKER HANDMADE HOME GROWN EVENT	
DESCRIPTION OF QUESTION OR PROBLEM:	I would like to close the municipal parking lot behind the community center during HHH event on Sat - Sun May 13-14 to use paved area for food trucks & activities ie touch-a-truck, etc.	
PREVIOUS ACTIONS TAKEN BY REQUESTER OR OTHERS: (include attempts to resolve prior to coming to BoS)	None	
EXPECTED OUTCOME, ACTION OR DECISION: (be specific)	Close municipal parking lot during Henniker Handmade & Homegrown events	

KNOWN FINANCIAL IMPACT:

None.

FEB 13 2023

SELECTMEN'S OFFICE

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

I will have a shuttle moving people to/from parking @ HCS.

~~Emergency vehicles will have access via Crescent St.~~  
Emergency vehicles can still access via Crescent St.

FOR OFFICE USE ONLY

DATE RECEIVED: 2/13/23

DATE SCHEDULED: 2/21/23

TOWN ADMINISTRATOR COMMENT:

see attached

DEPARTMENT HEAD AND COMMITTEE COMMENTS:

see attached

LEGAL AUTHORITY:

Board of Selectmen Authority

FINANCIAL DETAILS:

None

SUGGESTED ACTION/MOTIONS/RECOMMENDATIONS:

See attached.

POST MEETING NEXT STEPS AND FOLLOW-UP

RESOLUTION:



## TOWN OF HENNIKER, NEW HAMPSHIRE

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

# STAFF REPORT

**DATE:** 2/21/2023

**TITLE:** Appoint Deputy Clerk/Tax Collector

**INITIATED BY:** Kim Johnson and Debbie Aucoin

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

**PRESENTED BY:** Kim Johnson and Debbie Aucoin

**AGENDA DESCRIPTION:** Appoint Interim Deputy Clerk

**LEGAL AUTHORITY:** [RSA 41:45-a-c](#);

**FINANCIAL DETAILS:** TBD

**BACKGROUND:** The current Elected Town Clerk/Tax Collector (Elect TC/TC) term ends at the close of the March 18<sup>th</sup> Town Meeting. A new Elect TC/TC will be elected for a 3-year term. The current Deputy TC/TC is the only candidate to declare candidacy. If the current Deputy TC/TC is elected, the Deputy position will be vacant. This vacancy will disrupt service to the public if not filled. The TC/TC office is only seeking to provide a customer service stop-gap solution until a permanent deputy can be recruited. The Elected TC/TC **shall** appoint a Deputy, with the approval of the Selectboard.

### [Section 41:45-c](#)

#### **41:45-c Deputy; Temporary Incapacity of Town Clerk-Tax Collector. –**

*I. The **town clerk-tax collector shall appoint a deputy**, with the approval of the selectmen, who shall be sworn, give bond, have the powers of town clerk-tax collectors and may be removed at the pleasure of the town clerk-tax collector. The deputy shall perform such duties as are assigned to him by the town clerk-tax collector.*

*II. Provided, however, if the town clerk-tax collector is temporarily incapacitated before completing the collection of the taxes committed to him, or if any necessity may arise for such action, the deputy town clerk-tax collector shall serve during such incapacity. Said deputy shall possess the powers, perform the duties and be paid as the selectmen or town meeting shall decide.*

It could take 5 months or longer to fully on-board a deputy. The position will be posted after Town Meeting. Once a candidate is appointed, they shall attend [DMV Municipal Agent Training](#). The deputy will also be required to receive specific training for the collection and administration of property taxes, vital records, dog licenses, and elections.

The current Town Clerk/Tax Collector has offered to serve as an interim Deputy TC/TC for up to 25 hours per week until a Deputy can be appointed according to RSA 41:45-c. The interim will provide continuity of service during the vacancy. If the interim is not appointed, service will be interrupted. The Elect TC/TC may have to temporarily suspend Tuesday evening hours and close the window for service in the event of planned and unplanned absence.

The current level of service required to perform all tasks of the TC/TC office is approximately 96 hours per week. The service level was calculated by predicting the total number of transactions per year multiplied by the average number of

minutes per transactions plus hours for elections. This is an approximation that does not consider 4 election years and unusual transactions.

**TOWN ADMINISTRATOR COMMENT:** The Elected TC/TC office is in a different category than other departments and this presents a unique challenge. RSA 41:45-c clearly states town-clerk tax collector **shall** appoint a deputy. This cannot happen until Town Meeting when new TC/TC has been elected.

In order to maintain service to the residents and avoid unnecessary closures, I strongly support the recommendation of the 2023 candidate for TC/TC to appointment of the current elected TC/TC to the position of Deputy.

**SUGGESTED ACTION or MOTION:**

**Suggested Action:**

The Selectboard may post a meeting to open immediately following the close of Town Meeting for the purpose of approving the newly elected TC/TC appointment of a Deputy. The Clerk/Tax Office will remain fully staffed at the start of the start of business on Monday March 20<sup>th</sup>.

The Board of Selectmen may take up the business of approval of the TC/TC Deputy appointment at the March 21<sup>st</sup> meeting.

**Suggested Motion:**

Motion to post a Board of Selectmen Meeting on March 18<sup>th</sup> at the Community School immediately following the close of Town Meeting.





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: Flagger \$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.  
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:** 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**

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:** 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**

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



# 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

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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.

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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: Flagger \$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**

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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  
( $\$695.00 - \$665.00$ ) x 0.042 tons of liquid/ton of pavement = \$1.26/ 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: [henroadagent@tds.net](mailto:henroadagent@tds.net)

**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).**

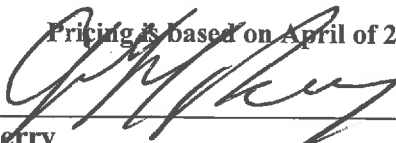
- **Scope – Mill to a depth of 1 ½” and supply and install 1 ½” asphalt wear course**
  - Cold Planing (2,490 sy)
    - \$3.50/sy @ 2,495 sy = \$8,715.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 210-tons)
    - \$77.10/ton @ 210 ton = \$16,191.00
  - Asphalt 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).

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		<b>CONTACT NAME:</b> Peggy Johnson <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> pjohnson@rowleyagency.com <b>FAX (A/C, No):</b> (603) 224-8012	
<b>INSURED</b> GMI Asphalt LLC 288 Laconia Road Belmont NH 03220		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Citizens Ins. Co. of America INSURER B: Hanover Insurance Co. INSURER C: CompSigma INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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"/> 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>			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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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"/> OTHER 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****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peggy Johnson/PAJ

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# SALES QUOTE/ CONTRACT

PO Box 175 563 S Main St  
03235

VISIT OUR WESITE-  
RDPAVINGINC.COM

Phone: (603) 934-6745  
Fax: (603) 934-2999  
Email: info@rdpavinginc.com

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
		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- \_\_\_\_\_



# SALES QUOTE/ CONTRACT

PO Box 175 563 S Main St  
03235

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Town of Henniker 18 Depot Hill Rd Henniker, NH

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



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<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 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.

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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- \_\_\_\_\_



# 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(s).

<b>PRODUCER</b> Cross Insurance-Laconia 155 Court Street  Laconia NH 03246		<b>CONTACT NAME:</b> Sarah Cullen, AINS, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>E-MAIL ADDRESS:</b> sarah.cullen@crossagency.com <b>FAX (A/C, No):</b> (603) 524-3666	
<b>INSURED</b> R & D Paving, Inc. P.O. Box 175  Franklin NH 03235		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Firemen's Ins. Co. of Washington D.C. NAIC # 21784 <b>INSURER B:</b> Acadia Ins Co. 31325 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL2222587883 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE 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 checked="" type="checkbox"/> ANY AUTC <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED 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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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 checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input 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	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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:** 2/21/2023

**TITLE:** Town Meeting 2023 Audio Visual Services

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

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

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

**AGENDA DESCRIPTION:** Board to accept quote from Productions Inc. for 2023 Town Meeting

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** \$6,183

**BACKGROUND:** The town has the used services of Productions Inc. for Audio Visual services for Town Meeting since the onset of COVID-19. Productions Inc. has offered a discount and is providing the same service at the 2022 rate.

**TOWN ADMINISTRATOR COMMENT:**

**SUGGESTED ACTION or MOTION:**

**Suggested Motion:**

Motion to accept Quote for A/V services for Town Meeting 2023



AUDIO, LIGHTING, VIDEO, PRODUCTION SERVICES

# Quotation

Page 1 of 2

February 16, 2023

Client: Town of Henniker  
18 Depot Hill Road  
Henniker, NH 03242

Salesperson: Jeff Peach  
Job Title: Henniker Town Meeting 2023  
Job Reference: JOB6804

Contact: Diane Kendall

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> Audio System Complete - Gymnasium \$1,115.00  
(10) Table Top Low Profile Microphones  
(01) Lectern Microphone  
(01) Q&A Microphone on stand  
(04) Loudspeakers on stand for Gymnasium Audience  
(02) Audio Monitors for seated speakers/board members to hear Q&A from audience members.

All necessary cable to interconnect systems.

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> Video System Complete - \$1,195.00  
(01) Digital Video Switching Package  
(03) Professional Studio Camera Kits (1-Studio Camera to follow the action at the headtable, 1-Wide shot of Gymnasium, 1-Close up shot on audience Questions lectern)  
(01) Camera Riser/Platform System  
(01) Digital Video Recorder w/back up for recording program to SD Cards for later posting.

All necessary cable to inteconnect systems.

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> Media for Recording. \$98.00

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> Video Projector & Accessories \$525.00  
(01) Video Projector & Lens (with Spare)  
(01) Tall AV Cart Skirted  
(01) Video Cable Package

All necessary cable to inteconnect systems.

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> Labor Total: Total: \$3,000.00



AUDIO, LIGHTING, VIDEO, PRODUCTION SERVICES

# Quotation

Page 2 of 2

February 16, 2023

## Transportation

1	15' Truck Rental	Mar-18-23 8:00 am	Henniker Community School (HCS)	\$250.00
			Total	\$250.00

Notes:

Equipment Subtotal:	\$4,613.00
Discount:	(\$1,680.00)
Equipment Total:	\$2,933.00
TAX:	\$0.00
Labor:	\$3,000.00
Transport:	\$250.00
Total:	\$6,183.00





## 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:** 2/21/2023

**TITLE:** WWTP Underwood engineering Design Agreement

**INITIATED BY:** Underwood Engineering

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

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

**AGENDA DESCRIPTION:** Authorize Town Administrator to Execute Agreement

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** \$220,000 Appropriated at Town Meeting 2022 Funding from NHDES ARPA Grant

**BACKGROUND:** In 2022, the Town Retain Underwood to perform preliminary engineering on a WWTF upgrade. The purpose of this agreement is to advance the preliminary design through final design and preparation of contract bid documents. See N3079 Attachment "A".

**TOWN ADMINISTRATOR COMMENT:** Recommends execution of the agreement. The Town has already committed to Underwood for this project and has very specific knowledge and competency of the project.

Underwood will be present at the March 21<sup>st</sup> meeting to provide a project status update.

See attached documents

**SUGGESTED ACTION or MOTION:**

**Suggested Motion:**

Motion to authorize the Town Administrator to execute The Engineering Design Phase Contract Addendum to Professional Engineering Services Contract for Treatment Works as presented to the Board.

**ENGINEERING DESIGN PHASE  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
TREATMENT WORKS**

This AGREEMENT made and entered into at **Merrimack County**, New Hampshire, this \_\_\_\_ day of \_\_\_\_ 2022, by and between Town of **HENNIKER, NH** hereinafter called the OWNER, and **UNDERWOOD ENGINEERS, INC.** hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works:

**Wastewater Treatment Facility Upgrade - See Attachment "A"**

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for the preparation of plans and specifications and contract documents, and WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

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## **I. SERVICES TO BE PERFORMED BY THE ENGINEER**

- A. Upon execution of this AGREEMENT, the ENGINEER agrees to proceed with all engineering, surveying, drafting, calculations, borings, and other work as required and necessary to develop and produce final plans, specifications, and associated contract documents involved in the construction of treatment works for: **Wastewater Treatment Facility Upgrade**

as recommended in an Engineering Report dated **September 20, 2019**, and/or modified by a Report dated **N/A**. The ENGINEER further agrees that said services shall include, but shall not necessarily be limited to:

1. Plans, Specifications, and Contract Documents
  - a. The preparation of detailed plans, specifications, and contract documents in accordance with the rules and regulations of the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION, ready for the receipt of bids and the award of construction contracts for said construction; the work shall also include the preparation of estimates of the cost of construction based on the contract documents. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs. Assists the OWNER in securing grants or loans by State, Federal and other agency.
  - b. The furnishing of all the necessary subsurface investigations and field surveys required for the preparation and completion of approved plans, specifications, and contract documents.
  - c. The furnishing of ten (10) copies of the final plans, specifications, and contract documents to the OWNER; three (3) copies of which are to be submitted to the DIVISION. Additional copies to be available at cost to the OWNER.
2. Site Acquisitions
  - a. Assistance to the OWNER including preparation of documents for the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT.

## **II. THE OWNER'S RESPONSIBILITIES**

- A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- C. The OWNER also agrees to comply with DIVISION and Federal requirements (where applicable) and further agrees to acquire with the assistance of the ENGINEER all the necessary easements, options or outright purchases of land for the locations of said treatment works as shown on the contract plans. The provisions of this section shall be satisfied prior to submission of documents referred to in III (A) below. It is also understood that no approvals of reports or plans and specifications or other associated documents will be made by the DIVISION without fulfillment of this requirement.

## **III. TIME OF COMPLETION**

- A. The ENGINEER agrees that he will submit to the DIVISION for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER, the completed final plans, specifications, contract, and associated documents in compliance with the current issue of the DIVISION's standards of design within **365** consecutive calendar days following the execution of this AGREEMENT, and deliver same to the OWNER within **30** calendar days following the date of final approval by the DIVISION.
- B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the

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DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485A: 4, XII.X

**IV. COMPENSATION TO BE PAID THE ENGINEER**

**A. Method of Payments Amounts of Fees**

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed **Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00)**.
3. If separate documents are required for additional construction contracts on this PROJECT, an additional fee as approved by the DIVISION shall be paid to the ENGINEER.
4. Prior to formal approval of contract documents by the DIVISION, the ENGINEER shall make such revisions in them as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval, if it becomes necessary to revise the contract documents for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER subject to approval by the DIVISION.

**B. Limits of All Payments**

1. The ENGINEER hereby assures the OWNER and agrees that the following fee for his services (exclusive of surveys, borings, and certain special services which follow) in connection with the preparation of final plans, specifications, and contract documents and other work as generally described under I(A) is adequate to complete the assignment and shall not exceed **Two Hundred Thousand and 00/100 Dollars (\$200,000.00)**.
2. It is also agreed that payment to the ENGINEER for services in relation to engineering surveys, including layout and logging of borings, probings or seismic surveys, together with plats and project related special services shall be at actual cost. Actual cost shall include compensation to the ENGINEER for his work performed on these services. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed **Twenty Thousand and 00/100 Dollars (\$20,000.00)**.
3. It is again agreed that payment to the ENGINEER for services in relation to subsurface exploration, including borings, probings or seismic surveys, shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to satisfactorily complete the contract documents and that the moneys to be paid under this item are adequate for the work proposed and shall not exceed **N/A**.
4. It is also agreed that payment to the ENGINEER for services in relation to cadastral surveys and other work associated with the acquisition of lands, easements, and rights-of-way essential to the construction of the PROJECT shall be at actual cost as defined in IV (B) 2. The ENGINEER further agrees that the work proposed under this item is enough to provide adequate sites, easements, and rights-of-way to permit the unencumbered construction, operation, and maintenance of the completed project without interference in any way. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed **N/A**.

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**V. ADDITIONAL COVENANTS**

- A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer<sup>1</sup> shall be

**David J. Mercier, P.E., Underwood Engineers, Inc., 99 North State Street, Concord, NH 03301**

(name and address)

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant may be considered basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER, and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.
- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except surveys and borings and other special services) under this AGREEMENT without the prior approval and written consent of the OWNER.
- F. It is further agreed that the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the necessary easements, options or outright purchases of land have been secured to provide for location of treatment works and other associated structures and equipment as shown on the contract plans or described in the specifications. Similar documentation will be submitted on approvals from the State Department of Transportation and/or other state agencies regarding location of treatment works within rights-of-way and other lands under their jurisdiction.

**VI. TERMINATION**

- A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate any part of or all of the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice of any part of the work, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

<sup>1</sup> Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference or is on file with NHDES.

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IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at **Merrimack County**, New Hampshire, the day, month, and year first above written.

ENGINEER: **UNDERWOOD ENGINEERS, INC.**

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By: **Keith A. Pratt, P.E., President**  
(Authorized Representative)

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

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By: **David J. Mercier, P.E. Vice President**  
(Authorized Representative)

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

OWNER: **TOWN OF HENNIKER, NH**

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By: **Diane Kendall, Town Administrator**  
(Authorized Representative)

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

APPROVED:

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: **Dennis J. Greene, P.E.**  
(Authorized Representative)

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

<sup>2</sup> Signatures should be supported by appropriate document.

<sup>3</sup> Signatures should be supported by appropriate document.

<sup>4</sup> It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

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At a meeting of the ~~Partners~~/Directors of Underwood Engineers, Inc., held on November 23, 2021,  
at which all the ~~Partners~~/Directors were present, except \_\_\_\_\_

\_\_\_\_\_, it was

VOTES: That all contracts may be signed by either of the following combinations:

Keith A. Pratt, President or W. Steven Clifton, Senior Vice President or David J. Mercier, Vice President

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A true copy

Attest: Colleen A. Morrow, Secretary/Treasurer

Place of Business: 25 Vaughan Mall, Portsmouth, NH 03801-4012

Date of this Contract: \_\_\_\_\_

I hereby certify that I, Colleen A. Morrow, am the Secretary/Treasurer of Underwood Engineers, Inc., that Keith A. Pratt is the duly elected President, W. Steven Clifton is the duly elected Senior Vice President, and David J. Mercier is the duly elected Vice President and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

---

Colleen A. Morrow, Secretary/Treasurer

**ADDENDUM  
TO  
PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FOR  
TREATMENT WORKS**

THIS ADDENDUM to the ENGINEERING CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS (the “Agreement”) made effective this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 2023, by the **TOWN OF HENNIKER**, hereinafter referred to as the “**Owner**”, and **UNDERWOOD ENGINEERS, INC.** hereinafter referred to as the “**Engineer**”, a New Hampshire corporation with its principal place of business at 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012.

-- WITNESSETH --

RECITALS

WHEREAS, the **Owner** requires, and the **Engineer** agrees to provide certain professional engineering services (the “Services”) in connection with engineering design of treatment works (hereinafter referred to as the “Project”) at Henniker, New Hampshire.

WHEREAS, the Addendum is incorporated into the Agreement by reference herein and made part thereof.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the Owner and the Engineer, agree as follows:

**Limitation of Liability**

**Owner** agrees to limit the liability of **Engineer** to **Owner** and to all construction Contractors or Subcontractors on the project, due to negligent acts, errors or omissions by **Engineer**, such that the total aggregate liability to all those named shall not exceed \$50,000 or the total fee for services rendered on this project by **Engineer**, whichever is the greater.



IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at **Merrimack County**, New Hampshire, the day, month, and year first above written.

**ENGINEER: UNDERWOOD ENGINEERS, INC.**

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By: **Keith A. Pratt, P.E., President**  
(Authorized Representative)

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

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By: **David J. Mercier, P.E., Vice President**  
(Authorized Representative)

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

**OWNER: TOWN OF HENNIKER**

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By: **Diane Kendall, Town Administrator**  
(Authorized Representative)

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

N3079

**ATTACHMENT ‘A’**  
Town of Henniker, NH  
February 2023

**Engineering Scope of Services**  
**Final Design Phase**  
**Wastewater Treatment Facility Upgrade**

**BACKGROUND:**

The Town of Henniker completed the preparation of a Wastewater Facilities Asset Management Plan (AMP) report and development of an updated AMP program in 2019. Based on the results of that work, \$3.6M in critical wastewater upgrades were identified as being needed in the short term. Fortunately the Town has planned for several of the needed equipment replacements in their 10-Yr Capital Improvements Plan (CIP), leaving \$3.2M of work requiring funding. In 2022, the Town retained Underwood to perform preliminary engineering on a WWTF upgrade to incorporate the \$3.2M in work.

The purpose of this scope of services is to advance the preliminary design through final design and preparation of contract bid documents. The project will rehabilitate and or replace key elements of the 45-year-old wastewater treatment facility, as well as replace failing components within the wastewater collection, pumping and conveyance systems.

Implementation of this project will:

1. Protect surface water quality in the Contoocook River by bolstering existing systems to make them more reliable for long term service and performance.
2. Reduce energy usage at the WWTF and pump stations by replacing aged electrical and heating/ventilation systems with new high efficiency motors, variable frequency drives, LED lighting, and heat pumps.
3. Rehabilitate aging infrastructure in accordance with the Town’s Wastewater System Asset Management Plan that has the potential to result in significant emergency repair costs and environmental impacts if not addressed in the near term.

**SCOPE OF SERVICES:**

The **Engineer** will provide the following scope of services:

**Task 1 –Funding Applications**

- Completed under Engineering Services Request (ESR) #2.

**Task 2 – Preliminary Design**

- Completed under Engineering Services Request (ESR) #2.

### Task 3 – Final Design

Under this task Underwood shall perform and provide the following:

- Meet with Town and NHDES to review the preliminary engineering conclusions and kick off final design.
- Perform calculations to size and design the WWTF upgrade components listed below:
  - Replace existing dewatering equipment with screw press technology including polymer dosing system and sludge conveyor.
  - Replace existing grit removal components including Detritor classifier, pumps, piping, and valves. Also concrete repairs to the headworks channel.
  - Replace the internal components of two existing peripheral feed secondary clarifiers. Include review of converting to traditional center feed style clarifier. Also surficial concrete repairs to the clarifier tanks.
  - Replace the sludge holding tank blowers and motors.
  - Replace the valves and slide gates at the Ramsdell Road pumping station.
  - Replace the heating and ventilation at the Ramsdell Road pumping station.
  - Undertake inspection and condition survey of the Route 9/202 Bridge sewer crossing of the existing sewer pipe supports, insulation and trace heating. ***Costs for elevated access to the sewer crossing and traffic management, Police detail or other NHDOT requirements shall be paid for directly by the Owner and shall be eligible for funding as a miscellaneous cost.***
  - Replace or provide spot repairs to the Route 9/202 Bridge sewer crossing insulation based on findings from the inspection.
  - Replace heating and ventilation in the dewatering building and West Henniker pumping station.
- Conduct up to eight (8) visit(s) to the Wastewater Treatment Facility and meet with the staff.
- Prepare front end contractual documentation in accordance with the New Hampshire Department of Environmental Services (NHDES) format that includes the required Federal provisions (Davis-Bacon Act, Disadvantage Business Enterprise and American Iron and Steel) to maintain funding (CWSRF) eligibility.
- Prepare the pertinent technical specifications in accordance with the CSI format.
- Construction drawings will be created and will consist of General, Civil, Structural, Process, Mechanical, Electrical and Instrumentation. Drawings will be full size at 22" x 34" so that true half-scale drawings can be produced at 11" x 17".
- Prepare 90% front end document, plans and specifications for the upgrades. Plans to include General, Civil, Structural, Process, Mechanical, Electrical and Instrumentation disciplines. Submit (2) two hard copies for Town and electronic pdf for NHDES to review and comment.
- Meet with Town and NHDES to discuss 90% design review comments.
- Prepare 100% final P.E. stamped contract documents incorporating 90% design review comments. Submit (2) two hard copies for Town and electronic pdf for NHDES.
- Provide an engineer's opinion of probable construction cost for the upgrade.

- Assist the Town with the preparation and submittal of monthly ARPA / SRF loan disbursement requests.

#### **Task 4 – Survey**

Under this task Underwood shall perform and provide the following:

- Underwood will work with our surveyor specialty partners to generate an overall topographic site plan of the existing wastewater treatment facility within the boundary fence line. This plan shall serve as the basis for generation of design plans for the upgrades.

#### **SCHEDULE:**

Underwood Engineers will commence work on this project within 7 days of contract signing and work with the Town to accommodate project schedules.

#### **OWNERS RESPONSIBILITY:**

The following information shall be provided by the Town:

- Access to the WWTF site including structures and buildings.
- Record drawings.
- O&M manuals.
- WWTF data.

#### **WORK NOT INCLUDED:**

The following is not included within the contract:

- Any work not specifically stated above.
- Rate Studies.
- Archaeological Investigations.
- Hazardous Waste Survey.
- Geotechnical Services.
- Permitting Services.
- Bidding Phase Engineering Services.
- Construction Phase Engineering Services.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF			Form Approved Rev. 11/2020	
PART I - GENERAL				
1. GRANTEE / LOANEE: <b>Town of Henniker</b>			2. GRANT/LOAN NO. <b>CS-334118-04</b>	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR <b>Underwood Engineers, Inc.</b>			4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) <b>25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012</b>		6. TYPE OF SERVICE TO BE FURNISHED <b>Final Design</b>		
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	48	\$70.00	\$3,360.00	
Sr. Project Manager	176	\$58.00	\$10,208.00	
Project Manager	0	\$50.00	\$0.00	
Sr. Project Engineer	136	\$47.00	\$6,392.00	
Project Engineer (II)	318	\$35.00	\$11,130.00	
Project Engineer	0	\$35.00	\$0.00	
Sr. Resident Engineer	20	\$40.00	\$800.00	
Resident Engineer	0	\$28.00	\$0.00	
Technician	66	\$38.00	\$2,508.00	
Clerical	58	\$24.50	\$1,421.00	
DIRECT LABOR TOTAL:				<b>\$35,819.00</b>
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	1.76	\$35,819.00	\$63,041.44	
INDIRECT COST TOTAL:				<b>\$63,041.44</b>
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION (\$0.54 per mile)			\$0.00	
(2) PER DIEM			\$0.00	
TRAVEL COSTS TOTAL:			<b>\$0.00</b>	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Mileage, prints, phone, fax			\$879.00	
			\$0.00	
			\$0.00	
EQUIPMENT SUBTOTAL:			<b>\$879.00</b>	
c. SUBCONTRACTS			ESTIMATED COST	
Survey			\$16,500.00	
Structural			\$16,500.00	
Mechanical			\$22,000.00	
Electrical			\$49,500.00	
SUBCONTRACTS SUBTOTAL:			<b>\$104,500.00</b>	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$0.00	
			\$0.00	
OTHER SUBTOTAL:			<b>\$0.00</b>	
e. OTHER DIRECT COSTS TOTAL:				<b>\$105,379.00</b>
10. TOTAL ESTIMATED COST				<b>\$204,239.44</b>
11. PROFIT				<b>\$15,760.56</b>
12. TOTAL PRICE				<b>\$220,000.00</b>

PART III - PRICE SUMMARY		
COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES 13. (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE

**PART IV - DIRECT LABOR BY CATEGORY**

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

Work category ➔	Design	Survey						Total Hours	Rate	Cost
Principal	48							48	\$70.00	\$3,360.00
Sr. Project Manager	170	6						176	\$58.00	\$10,208.00
Project Manager								0	\$50.00	\$0.00
Sr. Project Engineer	136							136	\$47.00	\$6,392.00
Project Engineer (II)	304	14						318	\$35.00	\$11,130.00
Project Engineer								0	\$35.00	\$0.00
Sr. Resident Engineer	20							20	\$40.00	\$800.00
Resident Engineer								0	\$28.00	\$0.00
Technician	60	6						66	\$38.00	\$2,508.00
Clerical	58							58	\$24.50	\$1,421.00
<b>Total - Direct Labor Cost</b>										<b>\$35,819.00</b>

comments:

**Town of Henniker, NH  
Henniker WWTF Upgrade**

**Design Meeting No. 2 Minutes**

**10:30 a.m. – Thursday 19<sup>th</sup> January 2023**

<u>Attendees</u>	<u>Role</u>	<u>Representing</u>
Diane Kendall	Town Administrator	Town of Henniker
Richard Slager	Superintendent	Town of Henniker
David Mercier	Vice President	Underwood Engineers
Steve Smith	Project Manager	Underwood Engineers

**1. Project Budget & Funding**

- Project total is \$3.2M and will be funded as follows:
  - CWSRF Loan                      \$2.14M
  - ARPA Grant                        \$0.96M
  - ARPA (Local) Grant            \$0.10M
- UEI submitted a waiver for the federal requirement of Build America Buy America (BABA) which has been approved by NHDES.

**2. Project Schedule**

- 30% Design Documents                      January / February 2023
- 90% Design Documents                      September 2023
- 100% Final Design Documents            October 2023
- Bidding    November 2023
- Construction Contract Award              December 2023

**3. Project Scope of Work**

- The scope originally identified 18 priority items (see attached 30% design cost opinion) to be done at the wastewater treatment facility, Ramsdell Rd & West Henniker pumping stations, River siphon and Route 9/202 bridge sewer crossing for a total of \$3.2M.
- Based on preliminary engineering using current market values the 18 items identified is now estimated at a project total of \$4.2M. A suggested list of priority items to be done with the available budget of \$3.2M is shown on the attached 30% design cost opinion. **Delete item #9 effluent flow metering system. Underwood assumed a full replacement for the heat trace on the bridge sewer crossing and anticipates the allocated \$86k will potentially be less with only spot repairs subject to an inspection of the sewer, supports and insulation. This would free up budget to do other items on the original priority list. The Towns preference would be to include items #9, West Henniker PS HV upgrade and item #18 dewatering building HV upgrade. Also cost for grit removal includes full replacement, however the Town had previously refurbished the grit paddle and there may be potential to save some costs.**

- Pilot testing of four (4) dewatering equipment vendors (BDP, FKC, Huber Screw Press and Westfalia centrifuge). All four dewatering units performed well in respect of the dewatered sludge cake, which on average ranged from 14% to 18% dry solids content. See attached summary sheet for results of the dewatering piloting and equipment costs. **Town would like replacement dewatering unit to be a screw press and design around BDP (ranked BDP, Huber & FKC).**
- The river siphon has two pipes a 6-inch and 8-inch that were both investigated and inspected. It was found the 6-inch pipe was full of sand / silt debris and was jetted clean.
- **It is understood that the UV channels do suffer from large deposits of sludge debris in the channel and requires cleaning on a daily basis. As an interim the Town had previously suggested modifying the existing baffle for flow to go over the top in lieu of below to capture sludge debris and then be removed. Underwood believes in lieu of the polishing tank installing nitrate recycle pumps would be beneficial.**
- **For the final clarifiers the Town would prefer center feed over the existing peripheral feed. Underwood to review if the existing clarifiers can be converted to a center feed.**

#### 4. Other

- **The ARPA / SRF funding requires an invoice for work on the project to be reimbursed within 6 months of funding agreement, potential miscellaneous costs:**
  - **Pilot testing costs.**
  - **Heat trace power.**
  - **Siphon inspection and cleaning 2<sup>nd</sup> day. *Submit this cost for reimbursement.***
  - **Pilot electrical and generator costs.**
- 

**The next progress meeting will be held at on:  
To be Determined at Meeting**

Copies to: Attendees



**HENNIKER WASTEWATER TREATMENT FACILITY  
WWTF UPGRADE PROJECT  
OPINION OF PROBABLE COST  
30% DESIGN**

PRIORITY RANKING	ITEM	BUDGET COST (2019)	PROBABLE COST (2023)	DIFFERENCE <sup>(1)</sup>
1	WWTF Dewatering Equipment	\$ 1,000,000.00	\$ 1,076,250.00	\$ (76,250.00)
2	WWTF Headworks Screening & Grit Removal <sup>(2)</sup>	\$ 750,000.00	\$ 1,646,250.00	\$ (896,250.00)
3	Ramsdell Road Pumping Station Valve / Gate Replacement	\$ 250,000.00	\$ 98,750.00	\$ 151,250.00
4	WWTF Clarifier Equipment Upgrade	\$ 300,000.00	\$ 600,000.00	\$ (300,000.00)
5	Rte 9/202 Bridge Sewer Crossing Heat Trace / Insulation	\$ 100,000.00	\$ 86,250.00	\$ 13,750.00
6	River Siphon Blockage <sup>(3)</sup>	\$ 30,000.00	\$ 11,062.50	\$ 18,937.50
7	WWTF Site Lighting Replacement	\$ 15,000.00	\$ 18,750.00	\$ (3,750.00)
8	Ramsdell Road Pumping Station Wetwell HV Upgrade	\$ 35,000.00	\$ 88,750.00	\$ (53,750.00)
9	West Henniker Pumping Station Wetwell & Drywell HV Upgrade	\$ 20,000.00	\$ 56,250.00	\$ (36,250.00)
10	Effluent Polishing Tank	\$ 100,000.00	\$ -	\$ 100,000.00
11	Catwalk Between Aeration Tanks	\$ 70,000.00	\$ 76,000.00	\$ (6,000.00)
12	Sludge Holding Tank Blowers and Motors	\$ 80,000.00	\$ 65,000.00	\$ 15,000.00
13	Aeration Tank Blower VFDs <sup>(4)</sup>	\$ 90,000.00	\$ -	\$ 90,000.00
14	RAS PumpVFDs <sup>(4)</sup>	\$ 40,000.00	\$ -	\$ 40,000.00
15	Effluent Flow Metering System	\$ 20,000.00	\$ 15,000.00	\$ 5,000.00
16	Aeration Tank Submersible Mixers	\$ 30,000.00	\$ 97,500.00	\$ (67,500.00)
17	Pad Mounted Transformer <sup>(5)</sup>	\$ 50,000.00	\$ -	\$ 50,000.00
18	Dewatering Building HV Upgrade	\$ 50,000.00	\$ 31,250.00	\$ 18,750.00
19	Contingency (5%)	\$ 170,000.00	\$ 198,353.13	\$ (28,353.13)
	<b>TOTAL COST</b>	<b>\$ 3,200,000.00</b>	<b>\$ 4,165,415.63</b>	<b>\$ (965,415.63)</b>

**UNDERWOOD SUGGESTED PRIORITY LIST**

PRIORITY RANKING	ITEM	PROBABLE COST (2023)	PROBABLE COST (2023)
1	WWTF Dewatering Equipment	\$ 1,076,250.00	\$ 1,076,250.00
2	WWTF Headworks Grit Removal Only	\$ 1,003,750.00	\$ 1,003,750.00
3	WWTF Clarifier Equipment Upgrade	\$ 600,000.00	\$ 600,000.00
4	Ramsdell Road Pumping Station Valve / Gate Replacement	\$ 98,750.00	\$ 98,750.00
5	Ramsdell Road Pumping Station Wetwell HV Upgrade	\$ 88,750.00	\$ 20,000.00
6	River Siphon Blockage	\$ 11,062.50	\$ 11,062.50
7	Rte 9/202 Bridge Sewer Crossing Heat Trace / Insulation	\$ 86,250.00	\$ 86,250.00
8	Sludge Holding Tank Blowers and Motors	\$ 65,000.00	\$ 65,000.00
9	Effluent Flow Metering System	\$ -	\$ -
10	Contingency (5%)	\$ 151,490.63	\$ 187,428.13
<b>Add Alt</b>	West Henniker Pumping Station Wetwell & Drywell HV Upgrade	\$ -	\$ 56,250.00
<b>Add Alt</b>	Dewatering Building HV Upgrade	\$ -	\$ 31,250.00
	<b>TOTAL COST</b>	<b>\$ 3,181,303.13</b>	<b>\$ 3,235,990.63</b>

**NOTES**

- Costs shown in brackets in the difference column represent a negative number i.e. an increase over original budgetary cost.
- Headworks probable cost equates to **Screen = \$642,500** and **Grit = \$1,003,750**.
- Probable cost shown is the actual cost for clearing blockage including associated engineering costs.
- Electrical inspection of VFDs determined they are in good working order and do not need to be replaced at this time.
- Town does not own the Transformer it is the responsibility of Eversource.

**HENNIKER WWTF  
DEWATERING PILOT RESULTS SUMMARY**

Sludge Parameters	Units	Huber Screw Press	FKC Screw Press	BDP Screw Press	Westfalia Centrifuge
Equipment Cost	\$	\$280,000.00 Includes control panel & startup	\$338,000.00 Includes floc tank, control panel & startup	\$308,500.00 Includes control panel & startup	\$175,000.00 Includes control panel
Feed Rate	Range (gpm)	13	5-11.9	11.2-50.7	10.0-35.0
	Average (gpm)	13	8.1	21.6	25
Feed Solids	Range (%)	0.7	.5-.68	.51-.71	.53-.8
	Average (%)	0.7	0.55	0.55	unspecified
Feed Solids Loading	Range (tons/hr)	0.0245	.008255-.015185	.0155-.061	unspecified
	Average (tons/hr)	0.0245	0.011009	0.025	unspecified
Polymer Consumption	Range (lbs active/dry ton)	55-65	15.22-17.05	25.6-45.5	.25-.5 gph
	Average (lbs active/dry tons)	60	16.26	35.5	.25-.5 gph
Polymer Type	-	C-9530 Emulsion	K274FLX and C6266	Unspecified	C-9530 Emulsion
Cake Produced	Range (%)	14-17	14.97-18.6	14.47-25.57	13-14.5
	Average (%)	15.5	16.4825	18.91	13.98
Filtrate Capture	Range (%)	>95	Not Specified in Report	96.8-98.6	<99
	Average (%)	>95	Not Specified in Report	97.64	<99

Notes:

1. Data reported was collected strictly from Vendor reports, no UE testing was performed separately
2. Westfalia Centrifuge piloting equipment was set up incorrectly for secondary sludge. Results indicated are in best scenario for supplied equipment but not indicative of actual performance.



## 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:** 2/21/2023

**TITLE:** Franklin Savings Bank TAN Commitment Letter

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

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

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

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

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** \$3,000,000 Revolving Tax Anticipation Note

**BACKGROUND:** The town on an annual basis requests a Revolving Tax Anticipation Note for cash flow between tax billing periods.

**TOWN ADMINISTRATOR COMMENT:** The note documents will be presented at a later date for Board and Treasurer endorsement.

**SUGGESTED ACTION or MOTION:**

**Suggested Motion:**

Motion to accept terms as presented in FSB Letter dated February 15, 2023, and authorize Town Administrator to execute the Commitment Letter.



February 15, 2023

Russ Roy, Finance Director  
Town of Henniker  
18 Depot Hill Road  
Henniker, NH 03242

RE: Commitment Letter for Financing - \$3,000,000.00 Revolving Tax Anticipation Note

Dear Russ,

It is a pleasure to inform you that Franklin Savings Bank, has approved your loan request for a Revolving Tax Anticipation Note, on behalf of the Town of Henniker, in the amount of \$3,000,000.00. The loan is subject to the following terms and conditions:

Borrower:	Town of Henniker
Amount:	\$3,000,000.00 (Revolving Tax Anticipation Note)
Use:	Working Capital
Repayment:	Interest only, due monthly, with principal due on or before 12/31/2023
Term:	Maturity date of December 31, 2023
Collateral:	Unsecured (TAN)
Rate:	3.99% per annum, Tax Exempt – Fixed
Default Rate:	5% above the rate then in effect
Source of Repayment:	Real Estate Tax Revenues
Prepayment Fee:	None
Financial Reporting:	Annual audited financial statements and annual approved town budget.

Conditions to Closing:

Opinion Letter from Town's Attorney stating that the town meets all regulations for borrowings according to RSA requirements and certification as to the tax-exempt status of the loan.

Certification of Incumbency from Tax Collector

Completed 8038 form (IRS issued form)

Certification of Vote and excerpts of the 2022 Annual Town Meeting Minutes whereby borrowing was approved. **(We are in receipt of the 1994 Record of Affirmative Votes at Town Meeting on March 8 and 9, 2004, authorizing the Selectmen to issue tax anticipation notes until rescinded by a vote of the Town Meeting.)**

Consent Agenda to include acceptance of the Franklin Savings Bank Bid at 3.99% for the \$3,000,000.00 Tax Anticipation Note and the name of the Treasurer authorized to sign on behalf of the Town of Henniker for Tax Anticipation Note Advances

Borrower shall be responsible for all costs and fees incurred by Lender, including attorney's fees, and other costs incurred by Lender in the normal course.

Expiration of Commitment: April 1, 2023

Please indicate your acceptance of the terms stated herein by signing and returning this original document to my attention.

Please feel free to let me know if you have any questions or concerns.

Thank you for your banking with Franklin Savings Bank. I look forward to our continued working relationship.

Very truly yours,



Ken Sawyer  
Vice President  
Commercial Loan Officer

Henniker- Commitment Letter Feb. 15, 2023

The foregoing terms and conditions are acceptable, and I hereby accept this commitment for financing on behalf of the Town of Henniker.

\_\_\_\_\_, It's duly authorized \_\_\_\_\_

Dated: \_\_\_\_\_



## 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:** 2/21/2023

**TITLE:** Town of Hillsboro Building Inspector Services

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

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

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

**AGENDA DESCRIPTION:** Board to authorize TA Kendall to pursue an agreement with the Town of Hillsboro to use services of town Building Inspector.

**LEGAL AUTHORITY:** N/A

**FINANCIAL DETAILS:** Per permit/inspection plus milage at IRS standard rate

**BACKGROUND:** Bob Garside resigned as building inspector/code enforcement officer in December of 2021, however he has continued to stay on with limited hours until we can find a replacement. Recruitment efforts have been unsuccessful so far. We have had some interest without commitment to apply. The position has been marketed with NH Building Officials Association and NH Municipal Association and phone calls and emails have been made to potential candidates. Michael Borden is the full-time Building Inspector for the Town of Hillsboro and may be able to provide limited services to the Town of Henniker while we recruit a regular part-time inspector and as a back-up inspector to fill in for planned and unplanned absences.

Preliminary discussion have included: For review of the applications and other work such as review of code complaints, billed at current hourly rate/hour \$33.17/hour and increase in May to \$34.00 plus cost for payroll taxes. Additional charges include \$50/inspection. Some permits require multiple inspections or re-inspections and mileage at the standard IRS rate.

**TOWN ADMINISTRATOR COMMENT:** Building Inspectors are in short supply; ideal candidates will have ICC Certification, extensive knowledge of State Building Code, substantial operational and hands-on experience in residential and commercial contracting, understanding of zoning ordinances, common sense, modern office skills, and superb customer service.

**SUGGESTED ACTION or MOTION:**

**Suggested Motion:**

Motion to authorize TA Kendall to pursue an agreement with Town of Hillsboro for Building Inspection and Code Enforcement Services.

**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  
Saturday February 4, 2023, 10:00am  
Henniker Town Hall**

**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:** Diane Kendall

**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 10:00am

**2023 Budget Workshop**

**Item #2 – Selectboard 2023 budget review and edits.**

Chairman Blomback explained the budget 2023 requested operating budget was \$6,578,204 plus other warrant articles for a total budget of \$9,915,917 with a net raised by taxation of \$5,691,777. The estimated tax rate impact is \$7.87 per \$1,000 of valuation. Discussion ensued.

**Selectwoman Hooper motioned to strike draft appropriations of \$500 for CASA and \$400 for Fuller Library Project Lift, seconded by Selectman Marko. The motioned passed 4-1.**

**Item #1 – Greg Aucoin, Rescue Chief Request for capital purchase.**

Selectboard members sought clarification about the rescue wages full and part time budget. Chief Aucoin will meet with the Finance Department on Monday to discuss adjustments needed to forecast part-time versus full-time staffing.

Chief Aucoin explained the CIP report indicated the ambulance 1 is scheduled for 2025 and requested correction to 2024. He further explained the need to purchase the Ford gas truck chassis in 2023 because of the lead times of 24-36 months for the ambulance build. Chief Aucoin further stressed the town has 2 ambulances and the risk of having an unreliable ambulance. Chief Aucoin is seeking approval of a warrant article to purchase the cab and chassis for \$64,000 with funds to come from the Ambulance capital reserve.

**Chairman Blomback motioned to support the addition of a warrant to raise and appropriate \$64,000 from the Ambulance Capital Reserve Fund for the purchase of a new ambulance truck, cab, and chassis, seconded by Selectman Flynn. The motion passed unanimously.**

**Item #2 – Selectboard 2023 budget review and edit continued:**

Selectwoman Hooper asked if the board would consider reconfiguration of the elected combined position of Clerk-Tax Collector to an appointed Tax Collected and Elected Clerk. Discussion ensued and no decisions were made.

TA Kendall explained the estimated tax rate included using \$400,000 from the unassigned fund balance to stabilize the rate. The fund balance retained after the 2022 tax rate was set in the fall was \$1,536,392 (8.23% of operating expensed including school and county) and within the DRA recommend retention guidelines of 5% to 17%. The beginning 2023 fund balance will not be determined until late summer after the 2022 fiscal year is closed out and the town's financial statement is prepared. Using a historic estimate of fund balance, the finance department was confident



## DRAFT

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that \$400,000 may be used, keeping the town within the guidelines. TA Kendall will recommend a formal unassigned fund balance stabilization policy.

Selectboard discussed the Concert Committee appropriation request of \$7,195. Discussion ensued about concert series and reports that indicate revenue from donations, sponsors and grants adequate to fund support the concert series expenses. The 2023 beginning balance of the concert fund is \$12,733. **Selectman Marko motioned to reduce the appropriation to \$0. Selectman Marko withdrew his original motion and changed it to \$1 with funding to come from the concert fund. Discussion occurred to clarify the motion. Selectwoman Hooper seconded the motion.** Discussion ensued about the budget increases and the need to plan for a recession and increased costs and willingness of people to continue to donate to the concert series if they want it to continue. Other discussions included the economic benefit of concerts to local businesses. TA Kendall suggested leaving the appropriation in the budget with offsetting revenue to come from the donations and sponsorships. **Selectwoman Hooper motioned to amend the motion leave the \$7,195 in the budget and with offsetting revenue from the concert donation funds. The motion passed 3-2.**

Discussion ensued about the Police Department budget; gross wages were reduced for unfilled positions in the first quarter of 2023. More clarification was needed from the finance department regarding the detail pages.

Discussion ensued about the Fire Pond warrant article with funds to come from ARPA. Selectwoman Hooper motioned to remove the fire pond warrant article from the draft warrant, seconded by Selectman Flynn. Discussion ensued.

Selectwoman Hooper asked for discussion to place articles on the warrant to authorize the Planning Board to prepare and plan the CIP and another for an RSA official budget committee. TA Kendall will craft language for the hearing.

TA Kendall remarked the Athletic revolving fund balance ending 2022 is \$91,841 and donation fund \$7,630. Kendall remarked it was stated at the fall budget workshop. The Athletic Committee is seeking a budget appropriation of about \$40,000. About \$19,000 was generated in revolving fund revenue. The revolving fund offset the 2022 budget of \$40,000 by \$5,000. **Selectwoman Hooper motioned to approve the budget of \$40,000 with \$19,000 to come from revolving fund reimbursement revenue, seconded by Selectman Marko. Discussion continued about the intent of the revolving fund and cash policies. Motion passed 3-2.**

Discussion continued about other revenue resources.

Superintendent Aucoin discussed the poor condition of the Transfer Station backhoe and the proposal to move the CIP planned replacement of the Highway backhoe up to 2023 replacing the Transfer Station's backhoe with the current Highway backhoe. Discussion ensued and the board consensus was to leave the backhoe on the draft warrant and continue discussion at the hearing.

The board summarized the meeting action items.

**Selectwoman Hooper moved to adjourn 12:33pm, seconded by Selectman Marko. The motion passed unanimously.**

Respectfully submitted,

Diane Kendall  
Minute Taker

Minutes Approved:



Meeting: BOARD OF SELECTMEN

Date: February 4, 2023

\*PLEASE PRINT\*

Name

Address

Sherry Bradstreet

Deputy Finance Director

Heidi Aucoin

Budget Committee

Lori Mankie

Budget Committee

Leo Aucoin

Highway

Greg Aucoin

Reserve

Deb Aucoin

TC/TX Deputy

**DRAFT**

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**Town of Henniker  
Board of Selectmen Meeting  
Tuesday February 7<sup>th</sup>, 2023 5:45PM  
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

**NON-PUBLIC #1:**

**Item #1 – RSA 91-A:3 (b) Chief French - Police Department Personnel**

**Motion to enter Nonpublic Session made by Selectman Marko, seconded by Selectwoman Hooper.**

**Specific Statutory Reason cited as foundation for the nonpublic session:** RSA 91-A:3, II(b) The hiring of any person as a public employee. Roll call vote to enter nonpublic session: **Chairman Blomback, yes; Peter Flynn, yes; Scott Osgood, yes; Tia Hooper, yes; Bill Marko, yes.** Public meeting recording stopped. Entered nonpublic session at 5:46PM.

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

Public session reconvened at 6:03PM

**Selectwoman Hooper motioned to seal the minutes, seconded by Chairman Blomback,** because it was determined that divulgence of this information likely would render a proposed action ineffective. 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.**

**CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

**CONSENT AGENDA**

**Item #2 – Selectwoman Hooper motioned to approve the Consent Agenda February 7, 2023, with Item #9 Funds for Azalea Park being pulled, seconded by Selectman Flynn. The motion passed, unanimously.**

**PUBLIC COMMENT #1**

## DRAFT

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Scott Dias, of Flanders Rd, recalled an issue in the past of a contractor not having been aware of a building inspector coming by and performing an inspection. Mr. Dias noted that in Hopkinton the inspector leaves a copy behind when they perform an inspection. He requested that perhaps the new building inspector could do this as well, noting that it would be good information for both contractors and homeowners.

### **APPOINTMENTS WITH THE BOARD:**

#### **Item #3 – Fire Department – authorize equipment trade.**

Fire Chief Jim Morse shared that he is interested in trading some equipment. This would be a no cost scenario but he needs permission before moving forward.

**The Board agreed by consensus to let the Chief go forth and negotiate.**

#### **Item #4 – Budget Advisory Committee Request**

Lori Marko spoke on behalf of the Budget Advisory Committee. The Budget Advisory Committee had asked to have a warrant to become an official Budget Committee. This way they could better help the town and the finance department. Discussion ensued on what the parameters of such a committee would be. Chairman Blomback noticed Town Moderator Cordell Johnston among the guests and asked for his expertise on this subject. Mr. Johnston shared that such a committee would be responsible for the budget of the town, including the school, and members would either be elected or appointed by the Town Moderator. Mrs. Marko was not aware of this. Chairman Blomback asked if an intermediate step would be to have the Budget Advisory Committee meet year-round. Mrs. Marko shared that she would discuss options with the committee members. **Chairman Blomback moved to table this agenda item, seconded by Selectwoman Hooper. The motion passed unanimously.**

### **PUBLIC HEARING:**

#### **Item #5 – 2023 Budget and Warrant Articles**

##### **❖ Introduction**

Chairman Blomback opened the public hearing for the 2023 Budget and Warrant and noted that this public hearing was duly posted. Chairman Blomback reminded the audience that these items will be voted on at Town Meeting, **Saturday March 18<sup>th</sup> 1PM at Henniker Community School.**

The operating budget for 2022 was \$6,305,000. The proposed budget for 2023 is \$6,536,000 which represents a 3.7% increase. Capital Funding for 2022 was \$1,220,000, this year it is proposed at \$1,350,000. The tax rate for the municipal portion of the budget in 2022 was \$6.93 per thousand. In 2023 that portion is currently \$7.68 per thousand, a 10.87% increase. Pressure from inflation, which was in excess of 7%, is a significant portion of this increase.

Chairman Blomback reminded the audience that one individual's need is another individual's waste and that while not all items will be agreed on discussion should remain civil. In order to reduce the tax rate by one dollar the budget needs to be lowered by \$700,000.

Chairman Blomback shared that Fran Tain of the Tucker Free Library had a letter for the Board and asked her to read it. Ms. Tain read the letter she had written to the Board which addressed misinformation from the January 17<sup>th</sup> meeting and asked that the Board acknowledge and correct their errors.

##### **❖ Operating Budget**

## DRAFT

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

Selectwoman Hooper addressed the Chair and the public, noting that there was misinformation spread from the February 4<sup>th</sup> meeting. The Board did not cut the Athletic Committee or the Concert Committee budgets. The outcome decided by the majority of the Board was to leave the budgets as set, but to use the anticipated the revenue to offset the budget. Chairman Blomback expressed gratitude to the department heads and finance department for keeping the budget at only a 3.7% increase with the inflationary pressure in every facet of the budget.

- **Athletic Budget**

Jarrold Brooks, Chair of the Athletic Committee, spoke on the matter of the Athletic Committee budget. He clarified that the Athletic Committee has three budgets.

1. The money they raise through taxation pays for things like uniforms that need to be replaced, background checks on coaches, and fees for the officials. This pays for “needs” not “wants”.
2. There is a substantial amount of money in a revolving fund which the committee considers capital reserve. This money would be used to pay for reseeded and fertilizing the fields, a replacement basketball score board, and a new storage unit. This money is mostly raised by user fees but is also raised by donation and fundraising. This money would also pay for potential scholarships for a child whose family could not afford the fee.
3. There is money in a private trust that was started when Tom Whatman passed. These funds were set aside to preserve recreation opportunities. This money has not been touched because it has not been needed.

Mr. Brooks proposed lowering the Athletic Committee budget by \$7,500 and shifting the \$7,500 in expenses to the revolving fund.

Selectman Marko noted that the CIP could help the Athletic Committee with their capital expenditure plans.

Selectman Flynn thanked Mr. Brooks for coming in, not with a rejection of the Board’s action, but with a compromise.

Lindsay Benson thanked Mr. Brooks and agreed with his budget proposal. Mrs. Benson shared that this community activity is very important for the children.

- **Concert Budget**

Ruth Zax, Chair of the Concert Committee, spoke on the matter of the Concert Committee budget. Ms. Zax clarified that while the Concert Committee requested \$7,195 the operating budget of the Concert Committee is closer to \$12,500. The money not requested to be raised by taxation is raised by grants and donations and recorded and disbursed from the concert fund.

Discussion ensued about the possibility of the Concert Committee becoming independent of the Town and the possibility of them becoming a 501(c)(3). Ms. Zax noted that this could be a complicated process that would include legal fees and it would be better for the Concert Committee to stay part of the Town.

Ms. Zax shared that Henniker does not offer many community events. The Town of Henniker offers these concerts, and a parade on Memorial Day. She shares that the one penny per thousand spent on the Concert Committee is money well spent.

Jennifer Lopez and Jack Bopp, members of the Concert Committee, spoke on the benefits the of the concert series.

Scott Dias spoke on behalf of the Henniker Chamber of Commerce urge the Selectboard to keep this budget intact. Several businesses in Town benefit from these concerts.

Jenn Cloutier, Josh Finet, and Greg Benson spoke in support of the Concert Committee.

## DRAFT

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It was at this time during the meeting that Selectwoman Hooper noted that the estimated revenue, the money that would be raised by fundraising, for the Concert Committee is \$5,500. If those potential funds are not raised through fundraising the taxpayers will be responsible for the \$7,500. Any additional revenue would be applied to offset these numbers.

Amy Guimond, Karol Dermon, Lee Kriester, Denise Conrad, Taylor Carrol, Paul Knudson, and Christen Browning spoke in support of the Concert Committee.

Ruth Zax spoke further on the surveys filled out by attendees of the concerts. 77% of the people that fill out the surveys said that they shop in Town when they attend the concert.

Selectman Osgood noted that the attendance of this evening's meeting shows a lot of how the Town feels about this issue.

Selectwoman Hooper asked Ms. Zax to reiterate her total expected cost, which she noted at \$12,500. Selectwoman Hooper shared that the Concert Committee budget should be updated to this number to reflect their total cost incase fundraising is unsuccessful. There was further discussion with Finance Director Russ Roy about the logistics of reporting fundraising, revenue, and operating budget for both the Athletic Committee and the Concert Committee.

**Selectman Flynn moved to reinstate the Concert Committee budget as presented, Selectman Osgood seconded.**

Selectman Marko noted that, while the concerts are popular, he represents the residents that do not want to see the concerts on their tax bill. There are residents who are on fixed incomes and residents who are struggling to get a home and do not feel that the concerts are a function of government.

Chairman Blomback shared that he doesn't believe that government belongs in the entertainment business, but he saw the passion of the audience tonight. He urged the Concert Committee to understand that discussions like these should serve as a bellwether that future boards may not be so supportive.

### **Motion carried 4-1.**

**Selectwoman Hooper moved to change the amount of money to be raised for the Athletic Committee by taxation to \$32,645, Selectman Flynn seconded. Motion carried unanimously.**

Chairman Blomback asked if there were any further comments about the operating budget of \$6,536,000. There was none. Public deliberation closed at this time.

### **❖ Capital Funding**

Chairman Blomback shared that in 2022 the Town supported \$1,222,000 to be put into capital reserves and expendable trusts. In 2023 we are asking for \$1,350,000 to be put into capital reserves and expendable trusts which represents an increase of \$128,000. Selectwoman Hooper noted a new capital reserve fund for the complete overhaul of the wastewater facility scheduled for 2040 estimated at \$40,000,000, not accounting for inflation.

Chairman Blomback expressed that he is in favor of capital funding, and an advocate for a crawl, walk, run, mentality and believes the Board has done a good job of this. He believes that the Board agrees that capital reserve funding is very important, but they may disagree on the exact number. Chairman Blomback expressed some potential decreases to the capital reserve funds. Selectman Marko expressed that this could be a mistake and that future generations will not be grateful. Selectwoman Hooper shared a similar opinion reminding Chairman Blomback of the predecessors that left us with one dollar.

The Board opened the discussion to the public. Lori Marko suggested to lower the Fire Equipment capital reserve from \$100,000 to \$75,000. No other members of the public made comment.

- **Article 8 – Appropriation to Capital Reserve Funds**

## DRAFT

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The original ask for the Wastewater Capital Reserve Fund was \$100,000. Chairman Blomback suggested decreasing it to \$50,000. Selectwoman Hooper asked for a compromise of \$75,000. **Chairman Blomback moved to Wastewater Capital Reserve Fund by \$25,000, Selectwoman Hooper seconded. Motion carries unanimously.**

- **Article 9 – Ambulance Capital Reserve Funds**

The Board opened the discussion to the public. Cathy Doherty asked why Bradford is only responsible for one eighth of the appropriation. Rescue Chief Greg Aucoin answered the question sharing the Bradford makes up one eighth of the calls that the Rescue Squad receives. **Selectwoman Hooper moved to accept Article 9 as written, seconded by Chairman Blomback. Motion carried unanimously.**

- **Article 10 – Appropriation to Expendable Trusts**

Highway Superintendent Leo Aucoin spoke to the matter of upcoming road maintenance. Chairman Blomback asked if \$50,000 cut to the fund would impact the ability to get work done in the summer. Superintendent Aucoin stated that it would not be a game stopper. It may be a game changer but that would depend on the cost of commodities, particularly asphalt, going forward.

**Chairman Blomback moved to reduce the appropriation to the Road Maintenance Expendable Trust from \$750,000 to \$700,000, Selectman Flynn seconded. Motion failed 2-2-1.**

**Chairman Blomback moved to reduce the appropriation Police Department Site Purchase, Building, Engineering, Design and Construction Expendable Trust Fund from \$100,000 to \$75,000, second by Selectman Osgood. Motion carried 3-2.**

### ❖ Other Warrant Articles

- **Article 11 – Rubber Tired Backhoe**

Selectwoman Hooper moved to leave this article on the warrant as is, seconded by Selectman Marko. Motion carried unanimously.

- **Article 12 – New Hampshire Highway Block Grant**

This article has no tax impact. Selectwoman Hooper moved to leave this article on the warrant as is, seconded by Selectman Marko. Motion carried unanimously.

- **Article 13 – Highway Equipment Trailer**

Selectwoman Hooper moved to leave this article on the warrant as is, seconded by Selectman Flynn. Motion carried unanimously.

- **Article 14 – Ambulance Cab/Chassis**

Selectwoman Hooper moved to leave this article on the warrant as is, seconded by Selectman Flynn. Motion carried unanimously.

- **Article 15 – Transfer Station Trash Truck**

Selectwoman Hooper moved to leave this article on the warrant as is, seconded by Selectman Marko. 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.

- **Article 16 – Tucker Free Library**

Discussion ensued about entirety of library budget that includes the general fund appropriation raised through taxation plus library trustee budget funded from library revenue, grants, and trust fund income. The Town supplements the library's operating budget through taxation.

There was question about the appropriation request of the Library Trustees. Based on conversation with Library Trustees the appropriation request is \$242,210.

**Selectman Flynn moved to support this warrant article as with that edit, Selectman Osgood seconded. Motion carried 4-0-1**

- **Article 18 – Change of Purpose to the Library Accessibility and Safety Project Expendable Trust Fund**

A.J. Heinrich, Henniker resident, asked if we are putting effort after foolishness, noting that the building is very old and expressing concern that money put into the building may not be enough to make the building safe. He suggested Tucker Free Library merging with the library at New England College.

Silvia Lennox, Henniker resident, shared that the library is not crumbling, but a very viable and gorgeous building that needs some repairs.

Fran Tain spoke to the matter of merging with New England College. She noted that New England College is a private library that serves college students while the Tucker Free Library is a public library that serves all members of the public, including children. She expressed that she wasn't sure of the feasibility of such an option but would be willing to look into it. Ms. Tain spoke further to the fact that without the input of a building inspector or other certified expert we should refrain from using words like obsolete and irreparable when referring to the library.

A.J. Heinrich spoke further on how he does not want to be taxed for the library because it is a service that he does not use. He continued to support the idea of merging with N.E.C. noting that it could encourage patrons of the library to go to N.E.C.. Mr. Heinrich recommended that the library staff use their trust funds to move to N.E.C. so that it doesn't cost him anything.

Joe Petrick noted that a college library has a very different function than the Tucker Free Library.

Naomi Praul, of Shaker Hill Rd, shared some statements from the Tucker Free Library Gratitude Project in support of the Tucker Free Library. Cathy Doherty and Gwen Airgood also spoke in support of the library.

**Chairman Blomback moved to leave Article 18 as written, Selectman Flynn seconded. Motion carried unanimously.**

- **Article 19 – \$53,000 from unassigned funds to the Library Accessibility and Safety Project Expendable Trust Fund**

Selectwoman Hooper clarified that so far \$160,500 has been raised by taxation for these projects. Members of the Library Trustees discussed that while this money has been raised it has not been spent.

Jenn Cloutier expressed confusion on the matter and asked if the \$53,000 needs to be raised by taxation again. Finance Director Russ Roy clarified, no the money does not need to be raised by taxation again.

**Selectman Flynn moved to keep Article 19 as is, Selectman Osgood seconded.**

Selectman Marko continued his stance from previous meetings, he is opposed to this without a plan in place. Selectwoman Hooper also expressed concern about a lack of a plan and noted that she would be abstaining from this vote and leaving the decision to the public. **Motion carried 3-1-1.**

- **Article 17 – Granite and Mortar on the Exterior of the Tucker Free Library**



## DRAFT

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Selectwoman Hooper noted that there is no tax impact on this Article. **Selectman Flynn moved to keep Article 17 as is, Selectman Osgood seconded. Motion carried unanimously.**

- **Article 20 – Wastewater Treatment Plant Operating expenses**

Selectwoman Hooper moved to keep Article 20 as is, Selectman Flynn seconded. Motion carried unanimously.

- **Article 21 – Cogswell Springs Water Works Operating expenses**

Selectman Marko moved to keep Article 21 as is, Selectman Flynn seconded. Motion carried unanimously.

- **Article 22 – Readoption of the Optional Veterans' Tax Credit**

Selectwoman Hooper moved to keep Article 22 as is, Selectman Marko seconded. Motion carried unanimously.

- **Article 23 – Readoption of the All Veterans' Tax Credit**

Selectman Osgood moved to keep Article 23 as is, Selectman Marko seconded. Motion carried unanimously.

- **Article 24 – Discontinuance of Goodwin Road**

Selectwoman Hooper moved to keep Article 24 as is, Selectman Osgood seconded. Motion carried unanimously.

- **Article 25 – Discontinuance of Patch Road**

Selectwoman Hooper moved to keep Article 25 as is, Selectman Flynn seconded. Motion carried unanimously.

- **Article 26 – Rescind the CIP**

In order to reinstate the CIP under the Planning Board first the CIP needs to be rescinded from under the Board of Selectmen. **Selectman Marko moved to keep Article 26 as is, Selectwoman Hooper seconded. Motion carried unanimously.**

- **Article 27 – Reinstate the CIP**

Selectman Marko moved to keep Article 27 as is, Selectwoman Hooper seconded. Motion carried unanimously.

Selectwoman Hooper moved to close the public hearing, seconded by Selectman Flynn. Motion carried unanimously.

### Past Meeting Minutes

#### **Item #6 – Acceptance of Board of Selectmen meeting minutes January 17, 2023**

Selectman Marko moved to approve these minutes, seconded by Selectman Flynn. Motion carried unanimously.

#### **Item #7 – Acceptance of Board of Selectmen non-public session January 17, 2023**

**DRAFT**

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

**Selectman Flynn moved to approve these minutes, seconded by Selectman Marko. Motion carried unanimously.**

**Communications**

**Item #8 – Town Administrator:** as written in the agenda.

**Item #9 – Selectmen Reports:**

Selectman Marko had nothing to report.

Selectman Flynn had nothing to report.

Selectwoman Hooper, for the sake of everyone’s time, postponed her report until next meeting.

Chairman Blomback reported on the Police Facility Assessment Committee meeting and noted that Primex will be doing a review of the Police Facility.

Selectman Osgood reported on the Conservation Commission meeting.

**PUBLIC COMMENT #2:**

Jenn Cloutier thanked the Board for the pause in the decision of changing the Budget Advisory Committee to a Budget Committee. As member of the School Board Ms. Cloutier urged that a conversation take place between the Budget Advisory Committee and the School Board before moving forward.

Heidi Aucoin, member of the Budget Advisory Committee, noted that the Budget Advisory Committee was under the impression that they would not be responsible for the school budget. They simply wanted to be able to better serve the Town.

**NON-PUBLIC #2:**

**Item #11 – 11) RSA 91-A:3 (c ) Continuance of Police Department matter**

**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 9:49PM.**

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

Public session reconvened at 9:50PM

**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.**

**Selectwoman Hooper moved to adjourn at 9:50PM, seconded by Selectman Marko. Motion carried unanimously.**

Respectfully submitted,

Hank Bernstein  
Minute Taker

Minutes Approved:



## Meeting: Selectmen's Meeting

Date: February 7, 2023

**\*PLEASE PRINT\***

Name	Address
Michele Mc Murphy	24 Rush Road
Jaime Weston	115 Old Mill Pond Rd
Erica Abuz	121 White Birch Rd
Anne Crotti	414 Davison Rd
Allison Andler	16 Hamstell Rd
James Gleason	246 Tanglenood Dr.
Dub Kreutzer	76 Tan Lakes
PAT BALL	15 Old Hopkinton Rd
Joe Petric	96 Loquview Dr
Tom + Jennifer Harby	69 Crescent St
Millie Paul Knudson	81 Stonehenge Dr.
Lou Marks	Henniker NH.
Ross Ray	Finance
Denise Conrad	53 Crescent #2
LUCAS + REN BRISAW	120 VILLAGE GREEN
Taylor Corroll	126 Village Green
Jenn Cloutier	430 Foster Hill Rd
Tim Payson	187 Juniper Rdg
MARK LUCARD & Ellen Chase Lucard	233 RAY ROAD
Carly Marquis Henson	226 Rose Rd
Kay Reynolds	115 Flanders Rd
Linda Connor	98 Fairview Ave.

Name

Address

Lindsey Tompkins  
Amanda Perkins

134 maple st.

216 Westman Ave

Diana Morrish

60 Stonehenge Dr.

James Morse

222 maple St. Henniker

Cathy Bokenty

488 Ray Rd Henniker.

Ray & Rebecca Blanchard

359 Highland Dr

Cordell Johnston

480 Shaker Hill Rd

Greg Aucoin

58 Fairview Ave

Sherry Bradstreet

Deputy Finance Director

Leo Auer

Henniker

Max Boisvert

Dust



Meeting: Selectmen's Meeting

Date: February 7, 2023

\*PLEASE PRINT\*

Name	Address
Marc McMurphy	24 Nash Road, Henniker
Jared Brooks	76 Me Oaks #1 Henniker
John Capone	276 Plummer Hill Rd
Gwen Higgsd	103 Crany Pond Rd Henniker
Amy Guimond	60 Juniper Ridge Henniker
Ruth Zax	247 Hall Ave.
Jay Zax	247 Hall Ave.
Sylvia Lennox	16 Prospect St.
John H. H. H. H. H.	229 JUNIPER RIDGE
Lee Kriester	Henniker
Ed Gauntt	135 Longview
Elie deMichael	135 Longview
Cathy & Scott Diaz	245 Flanders Rd
FRAN TAIN	HENNIKER
Lynn Piotrowski	108 Me Oaks, 07247
Lindsay & Greg Benson	85 Western Ave
Christine & Sean Browning	469 Highland Drive
Mary Moritz	1363 Old Hillsboro Rd
Kasey & Luke Reynard	173 French Pond Rd
Karel Derron	935 Hemlock C. Sp
Heidi Allen	2200 Weare Rd
Amanda Cote	294 Western Ave #1
Cathy Mayn	381 Flanders Rd

Name

Address

Erin Longan	124 Juniper Ridge
A. J. HEINRICH	133 SWANSTONE RD
Ray Grande	2017 Weary Rd.
Just Papp	72 Village Green
Jennifer Lopez	488 Foster Hill Rd.
Deb Dow	100 Freeman Colby Rd
Kilga Wirth	883 Flanders
NO ALCOIN	484 Weary Rd
Trudy Bunch	31 Ramsdell Rd.
Rick Bunch	31 Ramsdell Rd.
Logan Lambert	1067 Craney Hill Rd
NAOMI PRAWL	150 CHAYER HILL RD.
Colleen Woods	517 Highland Dr.
IKIS PIMENTEL	171 RAY Rd.
Rod Pimentel	101 Ray Road
Jean O Connor	7 Echo Lane
Jim Newcomb	88 Village Green
Julie Holmes	177 Maple Street
Derek Holmes	177 Maple Street
Nicole Stratton	317 Patch Rd.
M. Jane Perrot	631 Rush Rd
Nicole Owens	147 Reasley Rd
Michael French	15 French Rd

"The only Henniker on Earth."



Office of the Town Administrator

*Diane Kendall*

To: Board of Selectmen  
From: Diane Kendall, Town Administrator  
Date: February 21, 2023  
Ref: **Town Administrator's Report**

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This report encompasses updates, activities, projects, and meetings February 8 to February 16

Community Center:

- Waiting for specs and rough quote to replace front doors in kind with appropriate life safety exit hardware
- Waiting for installation of wifi capable thermostats for propane furnaces
- Switch for HDMI to screens for all seats at board table to be installed February 20

Communications:

- Chamber of Commerce is planning a "Meet the Candidates" event

2023 Budget:

- Budget and Warrant has been submitted to the DRA and will be posted on the website, town hall and polling location

Fire Pond:

- Continued communications with property owner, engineer, and planning department.
- Ready for DES submission
- Owner reviewing easement agreement.

Broadband:

- Comcast received approval to build more addresses in Town. 36 we shared earlier. In the Fall/Winter also adding another 187 addresses that were previously not built to our list. Addresses include Bear Hill R, Butter Rd, Corbin Rd, Cote Hill Rd, Craney Hill Rd, Flanders Rd, Gulf Rd, Huntington Rd, Lyman Rd, Matthews Rd, Morse Rd, Mount Hunger Rd, Old Hay Rd, Peasley Rd, Snowshoe Rd, Stonehenge Dr, Tower Rd, White Birch Rd.
- Broadband Committee will meet with FirstLight on March 1, 2023

Wastewater:

- Continuing recruitment efforts and extending to seek entry level Grade I in-training
- Facilitating meetings with Board, Design Engineers, and NHDES and Department for March 21

Building Inspector Recruitment:

- Conducted phone interviews with 2 potential applicants
- Working with Hillsboro to consider sharing service

Chain-link Fence at the Post Office:

- Next steps, contact DOT and seek resolution.

Town Computer Systems:

- Developing cybersecurity policies and interventions

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

Other:

- [Understanding NH Property Taxes](#)

State and NHMA:

- [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](#)





February 8, 2023

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

Dear Chairman and Members of the Board:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. As such, please be aware of the following changes to the Xfinity channel lineup serving your community:

*On April 11, 2023, the following channels, where offered, will no longer be available on the Digital Preferred Tier and can be found on the following tiers listed: Aspire HD on Expanded Basic and Entertainment; GSN (Game Show Network) on Expanded Basic and Entertainment; Revolt HD on Expanded Basic and Entertainment; Tennis Channel on Expanded Basic and Sports & News; Travel Channel on Expanded Basic and Entertainment; and TV Land on Expanded Basic and Entertainment. Aspire HD and Revolt HD require X1 TV Box or compatible customer owned device. HD Technology Fee required to receive HD channels.*

*On April 11, 2023, the following channel changes will occur: INSP HD will no longer be available on Kids & Family, will move from channel 1655 to channel 1431 on Expanded Basic, and will be added to Entertainment channel 1431; INSP SD will no longer be available on Kids & Family and will be added to Entertainment channel 83/234; Great American Family will move from channel 1620 to channel 1461 remaining on Expanded Basic and Entertainment. Requires X1 TV Box or compatible customer owned device. HD Technology Fee required to receive HD channels.*

*On April 11, 2023, EWTN and EWTN HD will move from Expanded Basic, Kids & Family, Digital Economy, Digital Preferred Tier, and Ultimate TV Tier to Limited Basic. EWTN HD requires X1 TV Box or compatible customer owned device. HD Technology Fee required to receive HD channels.*

Please do not hesitate to contact me with any questions at [Bryan\\_Christiansen@comcast.com](mailto:Bryan_Christiansen@comcast.com).

Very truly yours,

*Bryan Christiansen*

Bryan Christiansen, Sr. Manager  
Government Affairs

Received by  
TOWN OF HENNIKER

FEB 13 2023

SELECTMEN'S OFFICE

# Central New Hampshire Regional Planning Commission

28 Commercial Street ❖ Concord, NH 03301

Telephone: (603) 226-6020 ❖ Fax: (603) 226-6023 ❖ www.cnhrpc.org



**To:** Road Agents/Public Works Directors  
Boards of Selectmen  
Planning Boards  
Municipal Planners

**From:** Matthew Baronas, Regional Planner  
Vincent Pagano, Regional Planner

**Subject:** CNHRPC Transportation Data Collection Program - 2023

**Date:** February 10, 2023

The Central New Hampshire Regional Planning Commission (CNHRPC), as a part of its Regional Transportation Data Collection Program, is notifying its member communities to solicit traffic count requests for the 2023 counting season. Please use the enclosed request form and return it to CNHRPC by Friday, April 7, 2023. Alternatively, scan your request form and send it via email to the addresses listed below.

We encourage you to coordinate with all the appropriate boards, agents, and/or departments in your community so that requests are not duplicated. To assist you in choosing count locations, take time to consider any potential or recent developments in the region that could affect traffic in your community. In addition, please review the traffic count history completed by both CNHRPC and the NH Department of Transportation (NHDOT) in the recent past. To create a comprehensive database for your community it is recommended to alternate count locations yearly and consider what locations should be repeated in the long term. Historic traffic data is available at <http://www.cnhrpc.org/gis-a-data/traffic-count-data.html>. Please limit the traffic count requests to *five (5) priority locations and five (5) secondary locations* per municipality. If there are specific data requests relating to the timing of the count or the types of data being collected please make note on the attached form.

CNHRPC has expanded the region's bicycle and pedestrian count data by offering to help member communities establish bicycle and pedestrian counting programs. If your community is interested in establishing bike/pedestrian counting stations, please contact Matthew Baronas or Vincent Pagano to further discuss this opportunity.

These traffic-counting services are being provided by CNHRPC to member communities through transportation planning funding that we receive from NHDOT. If you have any questions regarding this program, please contact us at (603) 226-6020 or via email at [mbaronas@cnhrpc.org](mailto:mbaronas@cnhrpc.org) and [vpagano@cnhrpc.org](mailto:vpagano@cnhrpc.org).

Regards,

Matthew Baronas

Vincent Pagano

Enc:

2023 Request Form

2013-2022 Average Daily Traffic Volumes

Town	Street	Location	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Henniker	Bacon Rd.	W. of Liberty Hill Rd.						705				
Henniker	Bear Hill Rd.	W. of Patterson Hill Rd.							287			
Henniker	Bennet Rd.	Over Chase Brook			31			25			30	
Henniker	Butter Rd.	S. of Gulf Rd.										93
Henniker	Circle St.	E. of NH 114										
Henniker	Craney Hill Rd.	S. of Flanders Rd					383					
Henniker	Crecent St.	E. of Rush Rd.							102			
Henniker	Davidson Rd.	E. of Liberty Hill Rd.						1,232				
Henniker	Davidson Rd.	W. of NH 114			1,639			1,788			2,227	
Henniker	Depot Rd.	South of Pike St						248				
Henniker	Dodge Hill Rd.	N. of Old Hopkinton Rd.				575					620	
Henniker	Flanders Rd.	W. of Snowshoe Rd.						530				
Henniker	Foster Hill Rd.	E. of Tanglewood Dr.				707					496	
Henniker	Foster Hill Rd.	W. of Dodge Hill				276						
Henniker	Gulf Rd.	E. of Patterson Hill Rd.							459			
Henniker	Gulf Rd.	W. of Flanders St.						506			639	
Henniker	Hall Ave.	S. Post Office Place				711						
Henniker	Hall Ave.	Across from White Birch.				348						
Henniker	Liberty Hill Rd.	N. of Western Ave.							817			
Henniker	Main St.	E. of NH 114		3,050			4,271					
Henniker	Main St.	Over Amey Brook									2,256	
Henniker	Morrison Rd.	W. of Old Hillsboro Rd.				339	393					
Henniker	Mount Hunger Rd.	S. of Forsters Tree Farm					51					
Henniker	Mount Hunger Rd.	at Morse Rd. Intersection										68
Henniker	NH 114	N. of US 202 & NH 9		8,103								
Henniker	NH 114	S. of US 202 & NH 9		7,193								
Henniker	NH 114	At Weare TL			3,249			3,083			3,059	
Henniker	NH 114	N. of Davison Rd.			4,917			5,963			6,241	
Henniker	NH 114 (Maple St.)	N. of Main St.			5,546			5,798			5,287	
Henniker	Old Concord Rd.	E. of Stone Falls		1,336								
Henniker	Old Concord Rd.	E. of State Shed Rd.					2,323					
Henniker	Old Concord Rd.	E. of W. Hopktinton St. Extension	1,129				526					
Henniker	Old Concord Rd.	W. of W. Hopktinton St. Extension										
Henniker	Old Concord Rd.	At Hopkinton TL	2,542	3,152			3,170			2,826	2,675	
Henniker	Old Concord Rd.	W. of Dunkin Donuts	1,048				1,565					

**CNHRPC TRAFFIC COUNTING PROGRAM  
2023 REQUEST FORM**

**PERSON COMPLETING THIS FORM:**

Road Agent                       Public Works Director                       Planning Board  
 Engineering Department                       Planning Department                       Other

NAME: \_\_\_\_\_ COMMUNITY: \_\_\_\_\_

DAY-TIME PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**LIST TRAFFIC COUNT REQUESTS BELOW:**

PRIORITY LIST	
ROAD NAME	LOCATION
SECONDARY LIST	
ROAD NAME	LOCATION

Special Data Requests or Potential Bicycle/Pedestrian Count Locations:

# **January 2023 Department Reports**

**Assessing Department**

**Building Department**

**Fire Department**

**Highway Department**

**Human Services Department**

**Police Department – January 2023**

**Police Department – December 2022**

**Town Clerk/Tax Collector's Office**

**Transfer Station**

**Wastewater Treatment**

# **MEMORANDUM**

Helga Winn, Assessing Technician  
18 Depot Hill Road  
Henniker, NH 03242  
Phone 603-428-3221 x 101 ≈≈ Fax 603-428-4366  
[helga.winn@henniker.org](mailto:helga.winn@henniker.org)

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TO: Diane Kendall, Town Administrator  
DATE: February 9, 2023  
RE: Monthly Report

## Assessing Report for January 2023

- Monthly maintenance of new deeds and address changes.
- Ongoing permit tracking in Avitar.
- Timber tax warrants and bills were approved and submitted to Tax Collector.
- Ongoing compilation of abatement, exemption, and credit applications.
- Elderly & disabled exemptions reviewed and removed as necessary and updated in Avitar.
- Recipients due for renewal of elderly & disabled exemptions notified.
- DRA file review of 2022 revaluation update scheduled for February 2023.
- Water meter readings reviewed for errors; warrant created and sent to Tax Collector for billing.
- Valuation of Exempt Properties report updated and submitted with MS-1 for Town Report.



Monthly Building Department Report  
January 2023

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TO: Diane Kendall, Town Administrator

FROM: Helga Winn, Land Use Coordinator

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

Permits /COs/Inspections	Quantity	Revenue
Building Permits - Residential	2	\$1159.00
Building Permits - Commercial	3	\$372.00
Electrical Permits	7	\$400.00
Plumbing Permits	1	\$50.00
Mechanical Permits	5	\$250.00
Demolition Permits	0	\$0.00
Driveway Permits	0	\$0.00
Trench Permits	0	\$0.00
Sign Permits	2	\$100.00
Assembly Permits	1	\$0.00
Raffle Permits	1	\$0.00
Tent Permits	0	\$0.00
Hawk & Peddler	0	\$0.00
Certificates of Occupancy	0	\$0.00
Inspections Performed	6	
<b>Total</b>		<b>\$2,331.00</b>

Town building rental/use:

Town Buildings	Rented/Reserved	Revenue
Community Center (upstairs)	0	\$0.00
Grange (Does not include Caseworker & CAP)	4 Food Pantry open 2x week	N/C for AA Food Pantry- permanent
Bandstand/Community Park	0	

Respectfully submitted,

*Helga Winn*

**Town of Henniker, NH**  
Permits Issued January 2023

Date In	Owner	Address	Map/Lot	Type	Description	Contractor	Fees	Issued
1/4/2023	Boedy, Susan & Stella, Michael	98 Patterson Hill Rd	7-386-G	Building	Solar Array	ReVision Energy	\$517.25	1/6/2023
1/4/2023	Boedy, Susan & Stella, Michael	98 Patterson Hill Rd	7-386-G	Electrical	Solar Array	ReVision Energy	\$50.00	1/6/2023
1/5/2023	Richardson Family Trust	25 Maple Street	5D-205	SIGN	20" x 48" sign facing Gould St	Sousa Signs, LLC	\$50.00	1/24/2023
1/5/2023	Richardson Family Trust	25 Maple Street	5D-205	SIGN	11.75" x 47.5" sign facing Maple Street	Sousa Signs, LLC	\$50.00	1/24/2023
1/10/2023	Danis, Todd	9 Goodwin Rd Unit A	9-592-A	Mechanical	500G Above ground Tank	Ayer + Goss Fuel	\$50.00	1/10/2023
1/10/2023	Danis, Keith	9 Goodwin Rd Unit B	9-592-A	Mechanical	500G Above ground Tank	Ayer + Goss Fuel	\$50.00	1/10/2023
1/11/2023	Scott, Gordon	136 Mathews Rd	10-708	Electrical	New Panel	Moonlight Electric	\$50.00	1/11/2023
1/12/2023	Richard-Verloop, Anne-Mieke	14 Peasley Rd	7-566-D	Mechanical	Install Gas Piping From Tanks to Generator	Generator Supercenter	\$50.00	1/18/2023
1/12/2023	Richard-Verloop, Anne-Mieke	14 Peasley Rd	7-566-D	Electrical	Install and Wire 14kW Generac Generator & 200amp A	Generator Supercenter	\$50.00	1/18/2023
1/13/2023	Big White Dog LLC (Mike Colburn)	2226 Weare Rd	12-744-A	Mechanical	Replace oil furnace with gas furnace	Brookside Mechanical	\$50.00	1/18/2023
1/17/2023	Henniker Congregational Church	43 Maple Street	5D-204	Commercial Building	Reno/remodel of east end of Parish Hall	Daystar Builders	\$100.00	1/18/2023
1/17/2023	Ward, Jared & Kathryn	26 Stonehenge Dr	8-588-B3	Electrical	Installation of 100 amp Sub panel and wiring	Lamontagne Electric LLC	\$50.00	1/18/2023
1/18/2023	New England College	95 Main St	5D-249	Commercial Building	Renovations	Fontaine Construction LLC	\$100.00	1/18/2023
1/20/2023	State 9 Racing (Andy Gould)	Pats Peak		Assembly	Bike Race at Pats Peak on 4/1/2023	State 9 Racing	\$0.00	1/17/2023
1/24/2023	Katherine B. Patenaude 2018 Trust	258 Colby Hill Rd	5C-135-4	Electrical	100 AMP service remaining 100AMP	Irish Electric Corp	\$50.00	1/25/2023
1/25/2023	Tucker, Michael	71 Morse Circle	6-550-A8	Electrical	18KW Generator w/100 amp ATS	Cote Electric	\$50.00	1/25/2023
1/25/2023	Tucker, Michael	71 Morse Circle	6-550-A8	Mechanical	18KW Generator w/100 amp ATS	Cote Electric	\$50.00	1/25/2023
1/26/2023	New England College/Cogswell Hs.	95 Main Street	5D-249	Electrical	Rewire one room upstairs	Hetzel Electric	\$100.00	1/26/2023
1/27/2023	Leonard 5 INC	1739 Old Concord Rd	9-619	Commercial Building	Construct Log Cabin	E.J. Leonard LLC	\$172.00	1/27/2023
1/27/2023	Lions Club (Gorhan)			Raffle	50/50 Raffle		\$0.00	1/27/2023
1/30/2023	Grossman, Arnon	294 Foster Hill Rd	6-278-X1	Plumbing	New House: 3 1/2 Bath, Laundry, Kitchen	Karl W. Schroetter	\$50.00	1/30/2023
1/31/2023	Martel, Tyler / Woodruff, Alicia	382 Colby Hill Rd	5A-135-2	Building	New House	Owner	\$641.75	1/31/2023

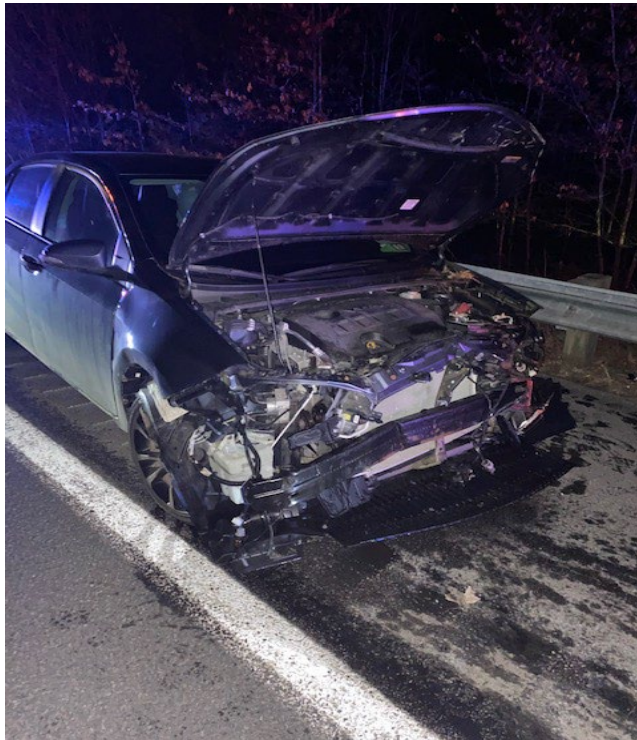




The month of January 2023 consisted of 27 calls for Henniker Fire Department. The calls ranged from the following :

- 4 Fire Alarm Activations
- 6 EMS Assists
- 6 Motor Vehicle Accidents
- 1 Ice Rescue
- 2 Fallen Trees on Wires and House
- 2 Building Fires
- 1 Illegal burn
- 2 Co calls
- 1 Lock Out
- 1 Appliance Fire
- 1 Outside Gas

This month's training was going over our tactical vests for working in a Warm/Hot zone incident. Discussing the process and procedures in an active shooter incident.





Thank you,

Chief Morse

1/31/2023

To Town Administrator Diane Kendall and Henniker Board of Selectmen,

Winter is here but the roads won't freeze. All month the Highway Department struggled with soft roads and shoulders.

With some minor road erosion in late December, Highway was out the first of the month flushing culverts. Several minor snow events occurred along with a little ice kept us out of trouble. Truck and equipment repairs are constant.

Highway replenished the winter sand pile in the yard twice. A run of major storms moved in on the nineteenth and lasted for a week with only a day or so between storms.

As always it worked us hard, but we got them cleaned up. This last week of the month is quiet, so far only a minor dusting drawing the crew out for a salt run, and maintenance on the equipment.

Leo Aucoin  
Superintendent  
Henniker Highway Department

## Henniker Human Service Department – Monthly Report January 2023

Total encounters 23

- Categories of requests for assistance
  - 2 Housing issues
  - 3 Rent request
  - 3 Utilities and fuel
  - 2 NH department of Health and Human Services
    - Sign up and redetermination.
  - 1 SSA assistance with client
  - 2 Assistance with outside agency applications
  - 2 Budgeting sessions
  - 1 Homelessness
  - 0 Domestic violence
  - 7 Information and referral
  - 5 Vouchers approved.

Concerns

2 - Elderly homeowners having financial difficulty. I have been working trying to find outside resources to assist them.

Submitted Carol Conforti-Adams

# HENNIKER POLICE DEPARTMENT

## Memo

**To: Diane Kendall**

**From: Chief Matthew French**

**Date: January 24, 2023**

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December 2022 summary:

One of our officers were recently engaged in another high risk call this time involving a young man wielding an axe. He was threatening his neighbors and the officer first on scene. The officers were able to deescalate the incident and transport him for proper mental health care. There was only one officer on duty and thankfully assisted by Hillsboro Police.

On December 16 during the snowstorm, we had in excess of 21 calls for vehicles off the road or crashes from 8am-1030pm. There were numerous others that did not require police response. At one point Route 202/9 was closed due to multiple vehicles including a TT unit blocking both travel lanes. Davison Road was blocked, Rush Road was blocked all due to Mv crashes. We were assisted by Hillsboro Police, Merrimack County Sheriffs Office, Antrim and Hillsboro County Sheriffs office.

There were 6 arrests which include, operating with a suspended license, DUI, operating while habitual offender, domestic violence assault and a subject wanted on warrants.

We had 731 Calls for Service (922 in 2021, in 895 in 2220) which include:

24 MV Crashes	2 Unattended/Natural cause deaths
1 Hit and Run crashes	17 Assist Other agencies
13 Motor vehicle complaints	29 Assist Rescue/Fire
134 MV stops	25 Suspicious person/vehicles
20 Directed Patrols	7 Welfare Check
20 Disabled MV/Assist Motorist	1 Psychological Problem
5 Road Hazard	4 Suicidal persons
4 Tree on wires/wires down	6 Animal Complaints
1 Domestic Disturbance	18 Alarm Calls/911 Hangup
1 Serve Domestic Violence order	274 Building/Business checks
5 Noise complaint/Disturbance	8 Vacant House checks
1 Harassment	1 OHRV stop
13 Follow ups	10 Parking tickets
19 Return phone call	1 Assault
9 Assist Citizen	2 Juvenile matter
2 Civil matter	3 Walk and Talk

# HENNIKER POLICE DEPARTMENT

## Memo

**To: Diane Kendall**

**From: Chief Matthew French**

**Date: February 15, 2023**

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January 2023 summary.

One of our officers were recently engaged in another high risk call this time involving an erratic driver, probably intoxicated that struck 2 vehicles in a parking lot, fled the scene, struck two more vehicles in the center of town by the bridge, pushing one vehicle onto the sidewalk which nearly struck a pedestrian. The driver continued to flee the area despite the officers' attempt to stop him, he then ditched his vehicle in the snow and fled on foot managing to get into his apartment. Upon being taken into custody he kicked one officer and engaged the officers in taunting and threatening behavior. He was charged with Felony Reckless Conduct among other charges. Just another Tuesday evening in Henniker. We were assisted by Hillsboro, Hopkinton, Deering, and State Police.

There were 12 arrests which include, operating with a suspended license, DUI x 3, operating with suspended registration, simple assault, disorderly conduct, disobeying an officer, drug possession, transporting alcohol by a minor, breach of bail.

We had 730 Calls for Service (845 in 2022, 928 in 2021) which include:

12 MV Crashes	20 Assist Other agencies
3 Hit and Run crashes	33 Assist Rescue/Fire
13 Motor vehicle complaints	26 Suspicious person/vehicles
162 MV stops	8 Welfare Check
53 Directed Patrols	3 Psychological Problem
22 Disabled MV/Assist Motorist	1 Suicidal Person
6 Road Hazard	6 Animal Complaints
2 Tree on wires/wires down	23 Alarm Calls/911 Hangup
1 Domestic Disturbance	187 Building/Business checks
3 Disturbance	34 Vacant House checks
2 Harassment	5 Assist Citizen
25 Follow ups	5 Parking tickets
21 Return phone call	2 Assaults
5 Assist Citizen	3 Juvenile matter
2 Civil matter	4 Walk and Talk
1 Unattended/Natural cause death	

MEMORANDUM

To: Diane Kendall, Town Administrator  
From: Kimberly I. Johnson – Town Clerk/Tax Collector  
Date: February 10, 2023  
Subject: Town Clerk/Tax Collector Report as of 01/31/2023

PROPERTY TAXES

Total Committed 2022	\$15,460,954.00
Uncollected	\$ 491,565.91

TAX LIENS

	<u>2021 LIENS</u>	<u>2020 LIENS</u>	<u>2019/PRIOR LIENS</u>
Liened Amount	\$208,703.03	\$190,769.84	
Uncollected	\$92,670.53	\$65,348.29	\$153,881.19

WATER & SEWER -

	<u>2022</u>	<u>2023</u>
Water Billed	\$521,946.26	\$288,554.14
Sewer Billed	\$604,693.36	
Uncollected	\$ 35,064.48	\$280,962.04

TOWN CLERK REVENUE

	<u>2023</u>	<u>2022</u>
MV	\$77,516.24	\$65,403.02
non-MV	\$476.31	\$ 719.50

## Marc Boisvert

Transfer Station Superintendent  
1393 Weare Rd.  
Henniker, NH.  
(603)428-7604  
<http://www.henniker.org/>  
HennikerTransfer@tds.net

### Monthly Report- January 2023

1/3: Matt and Starr had to salt all areas of responsibility because of freezing rain. Starr worked in recycling building the rest of the day. Matt worked on Excel spreadsheet for tracking recyclables. Marc was out. Zach came in at noon to fill in.

1/4: Went on recycling run. Swapped out trash trailer. Repaired the fence in Azalea Park that was damaged during storm.

1/5: Matt and Marc were out. Normal Transfer Station operations.

1/7: Normal Transfer Station operations.

1/8: Matt was out. Marc filled in. Normal Transfer station operations.

1/10: Repaired broken railing near construction containers. Set up chairs at Community Center for Selectboard meeting. Swapped out trash trailers. Trash trailers got inspection stickers.

1/11: Matt and Marc attended NRRRA MOM(Members/Operations Marketing) meeting, Matt and Zach cleaned recycling building floor.

1/12: Snowstorm. Zach and Starr salted walkways during dump run. Zach went back out and shoveled/treated in the afternoon. Matt plowed the yard. Old snowblower was fixed.

1/13: Winter storm. Matt came in and scraped and treated walkways around town and plowed the transfer station yard.

1/14: Normal transfer station operations. Matt came in at 11:00 to relieve Marc who went home due to personal issues.

1/15: Normal Transfer station operations.

1/16: Snowstorm. Matt and Zach shoveled and treated walkways around town.

1/17: Normal Transfer Station operations. Starr out.

1/18: Recycling/trash run, crushed aluminum cans, worked on new rack body for pick-up truck.

1/19: Worked on rack body for pick-up, picked up sticks around town hall, worked on annual facility and post closure reports.



1/20: Snowstorm. Matt cleaned up the transfer station yard while Zach and Starr cleaned and treated all areas of responsibility downtown.

1/21: Normal operations. Marc and Zach finished cleaning the transfer station yard, Marc went out and checked all areas downtown and shoveled/treated where necessary.

1/22: Zach and Starr checked all areas downtown for icy spots. Normal operations. Matt worked on the town report write-up.

1/24: Naughton & Son came today and picked up a 30-yard Aluminum can container, also had the two furnaces at the community center cleaned, Matt shoveled and treated downtown areas.

1/25: Matt took the backhoe to the community center and cleared the snow from the side of the building and around the propane tank around back. Zach cleaned the gazebo roof. Matt finished and submitted the town report write-up. Matt and Zach pushed back snowbanks at transfer station.

1/26: Zach and Starr shoveled and treated around town, Matt cleaned around the transfer station pushing snow back. Highway Dept. came by and salted the yard for us, Marc went to town hall to push the snow back to allow for oil deliveries. I also went to P.D. and pushed snowbanks back. Zach and Starr also did the dump run and opened for business at noon.

1/28. I met with Fitzpatrick heating at the community center to look at the thermostats. Zach salted icy spots around the yard for the safety of the customers.

1/29: Normal Transfer station operations.

1/31: Matt met with Budget Blinds representative about replacing blinds at Town Hall. Marc met with New Hampshire fire protection to have all fire extinguishers inspected. Three extinguishers needed to be replaced at the Grange one at the back door, one at the steps going upstairs from food pantry to grange, and the other is at the front door to food pantry. Three temporary extinguishers were put in place. There was never an extinguisher upstairs at the grange we are having one installed to meet code. Marc checked emergency lights and found two needing replacement, one on the south wall at the teen center and one on the north wall above the fire panel at the community center.

## **HENNIKER WASTEWATER TREATMENT PLANT**

### **Monthly Report for January 2023**

- During the month Chazz and Richard did snow removal for the plant and the 2 pump stations.
- All daily labs were completed.
- Chazz helped out more in the lab and continued to study for tests he has coming this year.
- Richard learned more on how to start and stop the belt press.
- SOP's for daily functions at the treatment plant have been started to be written up and typed out.
- State testing on sludge was sampled and set out to Eastern Analytical for review.
- Meeting with Town Administrator, Underwood, and Richard, to talk about the upgrade was conducted.
- All outside light poles at the plant were tested to see if they worked and they don't besides 2.
- Chazz and Richard started a deep clean of the belt press building pressure washing and organizing all spare parts.
- The staffing shortage is still a problem.

Richard Slager  
Wastewater Superintendent