

BOS AGENDA

FOR WEB PUBLICATION

May 7, 2024



Some information and pages of this agenda have been redacted because information may:

- contain personal protected information
- be exempt from disclosure under RSA 91-A
- publication of information on the web may expose the town and/or others to cyber threat, or some other form of harm.

Please contact the administrative office for questions about this agenda.



TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN & SEWER COMMISSIONERS
AGENDA

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

Tuesday May 7, 2024
6:15 pm

I. 6:15 CALL TO ORDER REGULAR PUBLIC SESSION

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

- 1) [Special Town Meeting May 21, 2024, at 6:00pm Community Center](#)
- 2) [Thank you, NEC Wrestling Team, for participating in Azalea Park Earth Day clean up your efforts to make the park welcoming and beautiful to visitors is greatly appreciated!](#)
- 3) Thank you to the volunteers who participated in Henniker Town Clean-Up on May 4th your efforts to keep Henniker beautiful are greatly appreciated!

IV. CONSENT AGENDA

- 4) [Consent Agenda May 7, 2024](#)

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

- 5) [Anne Mellin & Sue Schoenfeld – Sewer Abatement Request](#)

VII. NEW BUSINESS

- 6) [Rich Slager, WWTF Superintendent and Richard “Dick” Emberley Wastewater Operations Technical Advisor NHDES Water Division, Wastewater Engineering Bureau to discuss DES report.](#)
- 7) [Leo Aucoin, Highway Supt. – Request for Bid Awards, Chip Seal 2024 & Plummer Hill Road Culvert Project](#)

VIII. CONTINUED BUSINESS

- 8) [Colby Crossing Culvert – Scope of Work Agreement](#)
- 9) [Delegate Board representative for PSNH mediation](#)

IX. TABLED BUSINESS

- CVRC request for Ham radio repeater on Craney Hill Communications Tower – waiting for

meeting with CVRC for agreement.

- ARPA funding allocation
- Policies
 - ~~III.1~~, III.3, III.5, III.7, IV.5
 - Personnel Policies – tabled 3/21/23 pending input from TA/Finance/HR

X. PAST MEETING MINUTES

10) [Board of Selectmen Meeting Minutes April 16, 2024, 6:15 p.m.](#)

11) [Board of Selectmen Public Hearing Minutes April 30, 2024, 6:30 p.m.](#)

XI. COMMUNICATIONS

12) [Town Administrator Report](#)

13) [Correspondence - Letters and Notices](#)

14) Selectmen Reports

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

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

XIV. ADJOURNMENT

XV. UPCOMING DATES 2024

- May 8, 2024 – Town Clerk/Tax Collector’s Office Closed for Training
- May 8, 2024 – Economic Development Committee Meeting @ 3:00 p.m.
- May 8, 2024 – Planning Board Meeting @ 6:00 p.m.
- May 9, 2024 – John Stark RHS Board Meeting @ 6:00 p.m.
- May 13, 2024 – Hazard Mitigation Plan Update Meeting from 9 a.m. – 11:00 a.m.
- May 15, 2024 – Zoning Board of Adjustment Meeting @ 6:00 p.m.
- May 20, 2024 – Cogswell Spring Water Works Commissioners Meeting @ 4:00 p.m.
- May 20, 2024 – Energy Committee Meeting @ 5:30 p.m.
- May 20, 2024 – Henniker Youth Athletic Committee Meeting @ 7:00 p.m.
- May 21, 2024 – Board of Selectmen Meeting @ 6:15 p.m.
- May 21, 2024 – Concert Committee Meeting @ 6:30 p.m.

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

Visitor Orientation to the Town Selectman's Meeting

Welcome to this evening's Selectmen's meeting. Please note that the purpose of the meeting is for the Selectmen to accomplish its work within a qualitative timeframe. Meetings are open to the public, but public participation is limited. If you wish to be heard by the board, please note the "Public Comment" at the beginning and end of the meeting to speak about 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 with 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.

ANNOUNCEMENTS

SPECIAL TOWN MEETING WARRANT 2024

Town of Henniker
State of New Hampshire

Special Town Meeting begins at 6:00 PM
at the Henniker Community Center
57 Main St.
Tuesday, May 21, 2024

To the inhabitants of the Town of Henniker
in the County of Merrimack in the said State
qualified to vote in Town Affairs:

You are hereby notified to meet at the
Henniker Community Center in Henniker
on Tuesday the Twenty First (21st) day of May 2024,
at 6:00 o'clock (6:00 p.m.) in the evening
to act upon the following:

- 1) To see if the town will vote to ratify the results of the March 16, 2024, annual meeting even though the posting requirements were not met.

Given under our hands and seal this 30 day of April 2024

[Redacted Signature]

Kris Blomback, Chair

[Redacted Signature]

Peter Flynn, Selectman

[Redacted Signature]

William Marko, Vice Chair

30 - APR - 2024

[Redacted Signature]

Jeff Morse, Selectman

4-30-24

[Redacted Signature]

Neal Martin, Selectman

30 / April / 2024

The Messenger

"Your Local Weekly Since 1869 ♦ A Tradition Worth Keeping"

Free ♦ Our 154th Year ♦ Issue 18 ♦ May 3, 2024

New Assistant Director

The Kearsarge Regional School District



announces Molly McDougal as the new Assistant Director of Athletics, starting July 1, 2024. Molly, a Kearsarge alum, started in that school district as an Athletic Trainer in

2015. She earned her bachelor's degree in Athletic Training from Plymouth State and her master's degree from Concordia University, Chicago.



Opening Day - May 3rd
4-6:30pm

2 New Boston Road, Francetown, NH

This week in history

May 4, 1886

The Haymarket Square Riot occurs

April 28, 1967

Muhammad Ali is stripped of his title

May 5, 1821

Napoleon dies in exile

May 6, 1970

Students launch nationwide protest

May 7, 2017

Emmanuel Macron wins French presidential election

May 8, 1973

AIM ends occupation of Wounded Knee

May 9, 1997

Former POW visits Vietnam as US Ambassador

May 10, 1872

Victoria Woodhull first female presidential candidate



Once again the New England College Wrestling Team came forward to clean and mulch the Azalea Park entrance in celebration of Earth Day. Come and visit the park to see their handiwork and enjoy the riverfront park in downtown Henniker. The azaleas will be in bloom in a few weeks.

\$4,858,364.71 in restitution ordered

Former New London Financial Advisor must also pay \$1 million in costs & penalties

The New Hampshire Bureau of Securities Regulation has entered a Consent Order with former investment adviser Thomas Chadwick of New London.

Chadwick, formerly of the investment adviser firm Chadwick & D'Amato, has been ordered to pay \$4,858,364.71 in restitution to his former clients. He has also agreed to pay \$1,000,000.00 in costs and penalties.

In 2021, the Bureau launched an investigation into Chadwick, whose clients

were mostly older, conservative-to-moderate risk investors. During the investigation, the Bureau discovered that Chadwick invested most of his former clients' money in an extremely risky securities product known as "REML." REML contained warnings that it was not appropriate for "buy and hold" investors seeking long-term investments nor those who could not afford the risk of losing their entire investment in REML.

Despite these warnings, at the end of 2019 and beginning of 2020, Chadwick concentrated significant portions of his clients' accounts in REML, which fell to nearly zero dollars and resulted in devastating losses totaling several million dollars to dozens of Chadwick's former clients.

Along with the payment of restitution, cost, and penalties, Chadwick has agreed to be permanently barred from securities licensure in New Hampshire.

Bradford's Historic Town Hall to reopen on June 1st

Finally! After more than 12 years, the Bradford Town Offices will once again be located in their beautifully renovated Town Hall. On May 16 and 17, the Town Offices will relocate from the Bradford Area Community Center to the Bradford Town Hall at 75 West Main Street.

The Selectmen's Office and Town

Clerk/Tax Collector's Office will be closed Wednesday, May 15 through Friday, May 17. The staff will not be available by phone or email for those three days as all of their attention will be focused on the move.

Both offices will resume their regular hours beginning the week of May 20. The

Town will host an Open House Celebration on Saturday, June 1 from noon to 2:00 p.m.

Join them for music, light refreshments, a review of the project and an appreciation event for the many, many contributions that brought this project to its very successful completion.

CONSENT AGENDA



TOWN OF HENNIKER, NEW HAMPSHIRE
BOARD OF SELECTMEN & SEWER COMMISSIONERS
CONSENT AGENDA

Tuesday, May 7, 2024

Consent Agenda

- Item 1:** Volunteer Application Azalea Park / Riverwalk Committee – Gagne
- Item 2:** Volunteer Application Ballot Clerks – Mobley
- Item 3:** Volunteer Application Azalea Park / Riverwalk Committee – Mattiello
- Item 4:** Authorization to Expend Funds from Athletic Revolving Fund – Storage
- Item 5:** Authorization to Expend Funds from Athletic Revolving Fund – Storage Container
- Item 6:** Authorization to Expend Funds from Athletic Revolving Fund – Softball Benches
- Item 7:** Authorization to Expend Funds from Parks Equipment Expendable Trust – Mower
- Item 8:** Gravel Bills & Warrant – Lots 587-A & 607
- Item 9:** Applications for Elderly Exemption – Lots 153, 347, and 373
- Item 10:** Applications for Veteran’s Credit – Lots 155-E, 143-B, and 767-C
- Item 11:** Application for Disabled Veteran – Lot 436-D
- Item 12:** Application for Veteran’s Credit & Solar Exemption – Lot 583-F
- Item 13:** Application for Disabled Veteran Credit & Solar Exemption – Lot 110-C12
- Item 14:** Application for Solar Exemption – Lot 554-36
- Item 15:** Reissued Payroll Check Register – April 24, 2024
- Item 16:** Payroll Check Register – April 24, 2024
- Item 17:** Payroll Check Register – May 1, 2024
- Item 18:** Accounts Payable Manifest – May 1, 2024
- Item 19:** Designation of Authorities for Clean Water SRF Loan – Wastewater Treatment Plant
- Item 20:** Intent to Cut – Lot 640
- Item 21:** Sewer Abatement Request / Account Number 1682S
- Item 22:** Hiring Part-Time Per Diem Police Department Assistant
- Item 23:** Accounts Payable Manifest – May 8, 2024

Board of Selectmen Approval:

_____	_____
_____	_____

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



TOWN OF HENNIKER APPOINTMENT

To **Maegan Gagne**, of Henniker, NH, in the County of Merrimack:

Town of Henniker Board of Selectmen:

Motion: To accept the Volunteer Application of *Maegan Gagne*, appointing her as a Volunteer Member of the *Azalea Park/Riverwalk Committee* until September 1, 2027.

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

Received by
TOWN OF HENNIKER
TOWN OF HENNIKER
APR 16 2024
SELECTMEN'S OFFICE

APPLICATION FOR VOLUNTEER POSITION

POSITION: AZALEA PARK / RIVERWALK COMMITTEE

This is my first time volunteering for this position I am reapplying for this position

NAME (as it should appear): Maegan Gagne

FULL NAME: ""

PHONE: [REDACTED]

PHYSICAL ADDRESS: 152 Juniper Ridge

MAILING ADDRESS: ""

EMAIL ADDRESS: [REDACTED]

Why are you seeking this appointment?
I am on the Conservation Commission and a representative from the Commission was asked to join the Azalea Park Committee

What experience would you bring to this position?
I'm on the Conservation Commission

Do you have any specific goals or objectives you would seek to implement if you were appointed to this position?
Not at this time

SIGNATURE: [REDACTED]

Date: 4/15/24



TOWN OF HENNIKER, NEW HAMPSHIRE
APPOINTMENT

To **Deanne M. Mobley** of Henniker, in the County of Merrimack:

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

Upon your taking oath of office and having this appointment and the certificate of said office recorded by the Town Clerk, you shall have the powers, perform the duties, and be subject to the responsibilities of such office until **September 1, 2027**.

Given under our hands this 7th day of May 2024

BOARD OF SELECTMEN:

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

Deanne M. Mobley

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

Before me, personally appeared the above, **Deanne M. Mobley**, who took and subscribed the foregoing oath.

Date: _____

Town Clerk received and recorded (signature): _____

Verified ID



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

Received by
TOWN OF HENNIKER

APR 15 2024

SELECTMEN'S OFFICE

APPLICATION FOR VOLUNTEER POSITION

COMMITTEE / COMMISSION: BALLOT CLERK

This is my first time volunteering for this position

I am reapplying for this position

NAME (as it should appear):

FULL NAME: Deanne M. Mobley

PHONE: [REDACTED]

PHYSICAL ADDRESS: 130 Hillside Dr

MAILING ADDRESS: same

EMAIL ADDRESS: [REDACTED]

Why are you seeking this appointment?

Community involvement

What experience would you bring to this position?

prior Ballot clerk exp.

Do you have any specific goals or objectives you would seek to implement if you were appointed to this position?

SIGNATURE: [REDACTED]

Date: 4/15/2024



TOWN OF HENNIKER APPOINTMENT

To **Warren G. Mattiello**, of Henniker, NH, in the County of Merrimack:

Town of Henniker Board of Selectmen:

Motion: To accept the Volunteer Application of *Warren G. Mattiello*, appointing him as a Volunteer Member of the *Azalea Park/Riverwalk Committee* until September 1, 2027.

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

Received by
 TOWN OF HENNIKER
 APR 19 2024
 SELECTMEN'S OFFICE

APPLICATION FOR VOLUNTEER POSITION

[Redacted]

COMMITTEE / COMMISSION: AZALEA PARK

This is my first time volunteering for this position I am reapplying for this position

[Redacted]

NAME (as it should appear): WARREN G. MATTIELLO

FULL NAME: " " "

PHONE: [Redacted]

PHYSICAL ADDRESS: 24 RAMSDALL ROAD HENNIKER NH 03242

MAILING ADDRESS: P.O. BOX 556 HENNIKER NH 03242

EMAIL ADDRESS: [Redacted]

[Redacted]

Why are you seeking this appointment?
 APPRECIATE THE VALUE OF AZALEA PARK TO OUR
 COMMUNITY.

What experience would you bring to this position?
 81 YRS OF BUSINESS AND PERSONAL EXPERIENCES.

Do you have any specific goals or objectives you would seek to implement if you were appointed to this position?
 I WOULD LIKE TO SEE THE TOWN HELP IN FINANCING
 CERTAIN PROJECTS FOR THE PARK.

SIGNATURE: [Redacted] **Date:** 4/19/24

Henniker Board of Selectmen
Authorization to Expend Funds from
the Athletic Revolving Fund

Date: April 16, 2024

Requestor: Athletic Committee

Funds to be expended from: Athletic Revolving Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Storage at the Old Concord Road Athletic Fields

Amount Requested: Roughly \$6000 (\$1080 for site work, Roughly \$5000 for container).

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$1,080 from the Athletic Revolving Fund for the purpose of site work preparation for a storage container. Once this is done we will need to order the storage container for roughly \$5,000 to be placed at the fields on the constructed pad.

And the Board of Selectmen request disbursement from the Athletic Revolving Fund of which they are agents to expend.

Chairman Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

4/17/23

Present: Jarrod Brooks, Colleen Gagnon, Lindsey Tompkins, Natasha Haley, Dave DeCew, Erich Adler, Jaime Weston

Excused: Derick Pignone, Jon Korbet

Call to Order: Called to Order 7:15

Motion to accept minutes:

Basketball: No report currently

Budget: All requests for payment have been submitted. This includes Brine Team Sales for Softball, and payment for welding to repair a soccer goal. Chris reported that Russ's email is still active, but new person should be starting soon so he requested information on how to proceed with requests in the future.

Technology: Lindsey met with Heather Jones, our previous technology director. Lindsey now has access to the entire website, which will allow her to set up registrations and take care of any other issues that arise. The new platform does have some issues with multiple accounts for same child (dad creates/mom creates), and these are difficult to merge.

Baseball: Baseball is off to a good start with 1 Babe Ruth team, one 12U team, two 10U teams, and one 8U team. T-Ball has 4 teams, all with coaches. The number of players is average for the season, slightly lower at the older age. We are having a baseball field clean up on 4/18. Uniform night is 4/19. Dave was able to get new uniforms for 10U as they were needed (roughly 30 shirts). We are having our coaches meeting 4/20, seasons starts 5/1.

Dave reached out to Firmly Rooted (landscaping company the school uses) to get a quote to do some renovation work on the fields behind the school, it was roughly thirty thousand for what they recommended. This seems very high, and more work than what he was envisioning. He has now reached out to some local families to see if there is a way to get the fields done. This would include re-edging the fields, adding in some new dirt, and general field maintenance.

Softball: Natasha reported on the number of teams last month but has since added a second 8U team. As with baseball, softball games start on 5/1. She too, got some new uniforms for the ages that needed them. Field cleanup went well, lots of volunteers showed up to help and the field looks great. The Girl Scouts are coming 5/6 to paint the kickboard. Natasha then reported that she has been looking into various forms of shade for the softball benches. Sunshades, which include benches are roughly \$4400.

Jarrod made a motion to spend up to \$5000 dollars to add shade to the softball benches as needed. Dave seconded the motion, and it passed unanimously.

Soccer: Jarrod reported that one of the goals at the Old Concord Road facility had to be repaired. It was struck by something over the winter, and a bracket was broken off the bottom along with one of the poles being bent. The goal was taken apart and taken to a local welder to be repaired, which costs \$75.

Jarrod then reported the need for new storage down at the OCR facility. This has been an ongoing issue for years with softball and soccer trying to share a very small space. Page Street Storage has new

shipping that are 20' with ventilation for roughly \$5000, which includes delivery. This project was supposed to be completed several years ago but was put on hold because there was potential for a storage building being donated. This donation did not come to fruition, so it is time to move forward with the original plans.

Erich made a motion to spend up to \$7500 to spend on ground preparation and the container, and shelving (complete project). Colleen seconded the motion, and it passed unanimously.

Uniforms: No report

Other:

Jarrod made a motion to adjourn, which Colleen seconded. The meeting was adjourned at 7:51.

Next Meeting May 15, 2023

Henniker Board of Selectmen
Authorization to Expend Funds from
the Athletic Revolving Fund

Date: May 1, 2024

Requestor: Athletic Committee-Jarrood Brooks

Funds to be expended from: Athletic Revolving Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Storage container at Old Concord Road athletic fields

Amount Requested: \$3,860

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$3,860 from the Athletic Revolving Fund for the purpose of purchasing a storage container at Old Concord Road athletic fields.

And the Board of Selectmen request disbursement from the Athletic Revolving Fund of which they are agents to expend.

Chairman Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Sherry Bradstreet

From: Jarrod Brooks [REDACTED]
Sent: Wednesday, May 1, 2024 at 12:23 PM
To: Sherry Bradstreet
Subject: Fwd: new 20' container purchase

Please see below for the quote from Page Street Leasing on purchasing a container with delivery to Henniker included. Thank you
Jarrod

----- Forwarded message -----
From: **David Plante** <davep@mslogistix.com>
Date: Wed, May 1, 2024 at 12:23 PM
Subject: new 20' container purchase
To: <brooksjarrodnh@gmail.com>

Hello Jarrod,

We have 20' containers in beige, grey or dark green.

They are \$3700 and delivery is \$160.00. = \$ 3860 total

Please let me know if you have any further questions.

Thank you,

--
David Plante
Division Manager
M&S Logistics, LLC
M&S Trailers, Inc
Page Street Leasing, LLC.
603-647-4530 Office
603-483-5488 Fax
603-486-7862 Cell

Henniker Board of Selectmen
Authorization to Expend Funds from
the Athletic Revolving Fund

Date: 4/30/24

Requestor: Athletic Committee-Jarrood Brooks

Funds to be expended from: Athletic Revolving Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: New Softball Benches

Amount Requested: \$3644.38

Additional Notes: This is for 2 covered softball benches that are 15' in length.

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$3,644.38 from the Athletic Revolving Fund for the purpose of purchasing new softball benches.

And the Board of Selectmen request disbursement from the Athletic Revolving Fund of which they are agents to expend.

Chairman Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____




- Baseball Categories:**
- Accessories
 - Apparel
 - Awards & Trophies
 - Bags
 - Balls
 - Base & Field Gear
 - Bat Accessories
 - Bats
 - Batting Gloves
 - Batting Helmets
 - Benches & Bleachers
 - Breast Cancer Awareness
 - Cages, Screens, & Backstops
 - Caps, Visors, & Headwear
 - Carts & Racks
 - Catching Equipment
 - Coaching Equipment
 - Compression Wear
 - Field Marking & Maintenance
 - First Aid & Safety
 - Footwear
 - Gifts
 - Gloves
 - Hitting & Training Aids
 - Jerseys
 - Kits & Package Deals
 - MLB - Major League Baseball
 - Outerwear & Warm-ups
 - Pants & Accessories
 - Pitching Machines
 - Protective Gear
 - Radar Equipment
 - Referee
 - Scoring
 - Shirts
 - Shorts
 - Socks
 - Tailgating
 - Team Shelters
 - Timers & Watches
 - Training Equipment
 - Training Wear
 - T-Shirts
 - Umpire Gear
 - Undergarments
 - Uniforms

Customers Who Bought Pevo Sports Covered Aluminum Canopy... Also Bought







Coach Wheeled Baseball-Softball Roller...
~~\$189.99~~ \$99.99

Your Shopping Cart

	Unit Price	Quantity	Price
 Pevo Sports Covered Aluminum Canopy Bench Epic SKU: E128712 COLOR: NAVY SIZE: 15' LENGTH [Delete] [Save for Later]	\$1822.19	2 [Update]	\$3644.38
Usually processed within 34 to 36 business days.			
This product qualifies for FREE SHIPPING.			
Subtotal: \$3644.38			

By shopping with Epic Sports, you saved: **\$2395.60**




SHOPPING GUARANTEE
 ID Theft Protection
  Purchase Guarantee
  Lowest Price Guarantee
 FREE

Customers Who Bought The Items In Your Shopping Cart Also Bought

			
NV Adult or Youth Adjustable Cotton Sports Twill Visor [E126285] \$2.99	NV Caps Twill Mesh Adjustable SnapBack Baseball Trucker Caps [E169097] \$1.49-\$1.99	Next Level Mens Sueded Crew [E136011] \$5.19-\$9.29	Holloway Ladies Coolcore Tank 222777 [E205217] \$12.99-\$17.19

Baseball Buying Guides:

- Ball Buying Guide
- Baseball Bat Buying Guide
- Baseball Cap Buying Guide
- Baseball Cleat Buying Guide
- Equipment Buying Guide
- Glove Buying Guide
- Uniform Buying Guide

Baseball Resources:

- Baseball Bat History
- Baseball Equipment FAQ
- Baseball Equipment History
- Baseball Field History
- Baseball Glossary
- Baseball Glove History
- Baseball Governing Bodies
- Baseball Hat History
- Baseball History
- Baseball Hitting Drills
- Baseball Pant History
- Baseball Pitching Drills



NYE LAND SERVICES

603-731-4228

Robb Nye – Owner

Landscape

Lawn Service

Hardscape

Excavation

Site Work

Proposal for: **Henniker Youth Athletics**

Date: 03/09/24

Location: Old Concord Rd. Henniker, NH

Work to be performed: Install a 240 sq.ft. crushed stone pad for an 8'x 20' Conex storage container to be placed on.

Proposal Includes:

- excavating a 24' x 10' area to a depth of 6", transporting and disposing of material off-site
- compacting sub-base
- importing, distributing, grading and compacting approximately 7 tons of ¾" crushed stone
- raking out applicable tracks

Total \$1,080

Nye Land Services is not responsible for:

- *Handling of hazardous materials
- *Work outside of that specifically listed
- *Germination of seed
- *Weather related delays or material washout due to heavy rains
- *Unforeseeable obstacles (large rocks, etc.)
- *Damage to paved driveways
- *Damage to septic systems

Terms: Non-refundable \$100 to schedule the job, ½ due at the start and balance due immediately upon completion. If you have any questions, please call Robb at (603) 731-4228. To secure services,, please sign and mail back with \$100 deposit to:

Nye Land Services, 16 Chelsea Court, Henniker NH 03242

Notice of Pre-Lien

This notice is to advise you of your rights under the New Hampshire Law in connection with the improvement to your property. Any person or company supplying labor or materials for this improvement may file a lien against your property if that person or company has not been paid for the contributions. Under New Hampshire Law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you a timely notice.

Signature of Acceptance: _____ Date: _____

Henniker Board of Selectmen
Authorization to Expend Funds from
Expendable Trust Funds

Date: May 7, 2024

Requestor: Finance Department

Funds to be expended from: Parks Equipment Expendable Trust Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: New lawn mower

Amount Requested: \$12,999.00

Additional Notes: There is a potential that another \$1,000 will be requested, the model quoted is a prior year model and if it is not available, the current year model will be purchased, which is \$13,999.

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$12,999.00 from the Parks Equipment Expendable Trust Fund for the purpose of purchasing a new lawn mower for the Parks & Property Department.

And the Board of Selectmen request disbursement from Trustees of Trust Funds from the Expendable Trust of which they are agents to expend to reimburse the General Fund.

Chairman Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____



PURCHASE ORDER
TOWN OF HENNIKER
18 DEPOT HILL ROAD
HENNIKER, NH 03242

DATE	P.O. No.
04/30/2024	24-0048

SUPPLIER:

VENDOR: 0106
 KNOXLAND EQUIPMENT
 25 OLD WARNER LN
 WARNER, NH 03278

SHIP TO:

TRANSFER STATION

Item No.	QTY	Unit	Description	Unit Price	Amount
ZERO TURN FERRIS LAWN MOWER	1.00	EA	ZERO TURN FERRIS LAWN MOWER	12,999.00	12,999.00
			Account #: 01-4903-4035-000		

* Revenue source -
 Parks Equipment Expendable Trust Fund. Estbl. 2020
 For Purpose of Replacing equipment
 needed to maintain parks

Total:	\$12,999.00
---------------	--------------------

Subject to the Terms and Conditions set forth by Town of Henniker.

1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.

Date Printed: 04/30/2024

Three (3) Signatures Required

See Req.

Maria Kuder 4/30/24

 Authorized Signature

Sherry Brackett

 Authorized Signature

 Authorized Signature



Town of Henniker

18 Depot Hill Road
 Henniker, NH 03242
 603.428.3221
 Fax 603-428-4366

REQUISITION

To: Knox Land Equipment
 Warner NH

Ship To: Parks + Property

REQUEST DATE	REQUISITIONER	SHIP VIA	F.O.B. POINT	TERMS

QTY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TOTAL
1	ZERO TYN FURVIS mower	Parks dept trust fund 01-4903-4035-000	17,999 12,999	17,999 12,999

SUBTOTAL

1. If this purchase is over \$5000, What is the estimated useful life ?

8 years

2. If this is a repair over \$5,000, will it extend the life of the asset being repaired? _____ Please estimate how long? _____

3. If this purchase is over \$3000, but less than \$15,000

Bidder A: knoxland equipment Amt 12,999
~~17,999.00~~

Bidder B: tyredepot Amt 15,039.00

Bidder C: MB tractor Amt 12,703.00

4. If this purchase is over \$3000, but less than \$15,000 and you do not have 3 bidders, Why? State Contract? Sole Source? (please detail) _____

Marc Boivard 4/30/24
 Department Authorization Date

 Budgetary Approval - Finance Date

Steve Kudon 4/30/24
 Administrative Approval Date

Steve Kudon 4/30/24
 Authorized by Date

**\$300 difference
 Knoxland is closer to Henniker
 saves time and it for
 future service*

If the purchase is over \$3000, but less than \$15,000

From: Transfer <transfer@henn.knoxland.com>
Sent: Thursday, April 18, 2024 8:27 AM
To: Diane Kendall <diane.kendall@henn.knoxland.com>
Subject: FW: Zero Turn Mower Quote from Knoxland Equipment

The mower we are requesting to purchase is the first one, has the better motor and more i
up \$1,000
For a 2024 model

From: Rod Kiser <rod.knoxland.com>
Sent: Tuesday, April 16, 2024 3:45 PM
To: Transfer <transfer@henn.knoxland.com>
Subject: Zero Turn Mower Quote from Knoxland Equipment

Hello Marc,

Thank you for your phone call this afternoon in regards to a new Zero Turn Mower. Per our conversation please see information below on a couple Zero Turn Mowers that should do the job for you.

1 - New Ferris ISX2200 28 HP Briggs & Stratton Vanguard 810 EFI Motor, 60" Fabricated Deck iCD, 4-Wheel Suspension, Oil Guard, and Suspension Seat, Manufacture #5902078
MSRP - \$14,699
Municipal Price - \$12,999

1 - New Ferris ISX2200 26 HP Kawasaki FX801V Carb Motor, 69" Fabricated Deck iCD, 4-Wheel Suspension, Suspension Seat, Manufacture #5902079
MSRP - \$14,349
Municipal Price - \$12,649

1 - New Bad Boy Rogue 37 HP Briggs & Stratton Vanguard EFI Motor, 61" Fabricated Deck, Manufacture #BRG6137EVG
MSRP - \$14,999
Municipal Price - \$11,999

Thanks Again,
Rod Kiser
(603)746-5260
Knoxland Equipment

NEW FERRIS ISX2200BVE2800SS
60" DECK 28 HP B&S VANGUARD EFI
MODEL # 5902078
STOCK # 24410
REGULAR PRICE - \$14,699
MUNICIPAL PRICE - \$12,999

one sells the price will go



www.turfdepot.com
39 Londonderry Tpke | Hooksett, NH 03106
888-621-1100



www.robo-turf.com
877-626-8873



(800) 305-9255

Work Order

1484861

Thank you for your business! We do not accept returns on serialized equipment, special orders or electrical parts. Parts that qualify for return maybe returned in 10 days with original receipt and unused in the original packaging. Please visit www.turfdepot.com

Bill To				Ship To		
Henniker Transfer Station 18 Depot Hill Rd Henniker, NH 03242						
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
20133		02-6000383	(603) 428-7604	(603) 296-7207	Charge	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Perry Chaloge	Perry Chaloge	04/25/24	1484861	hennikertransfer@tds.net		Retail Sales

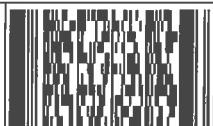
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZX921GKA606Q1	EXEW	60" 31 hp Kawi Ultra Cut	1			\$18,999.99	\$15,039.00	\$15,039.00

Note
MARK

Invoice Total	\$15,039.00
Sales Tax	\$0.00
Grand Total	\$15,039.00

Thank you for your business. You can now shop for parts online at www.propartsdirect.net.

Notes:



Customer acknowledges receipt thereof.



www.MBTRACTOR.com

MB TRACTOR & EQUIPMENT

10 Bittern Lane P.O.Box 289

Tilton, NH 03276

TEL: (603) 286-4101

FAX: (603) 286-2039

WWW.MBTRACTOR.COM

THE BEST TRACTORS
& EQUIPMENT ON EARTH!

SOLD TO
TOWN12 TOWN OF HENNIKER
18 DEPOT HILL ROAD
HENNIKER, NH 03242

SHIP TO

QUOTATION

Sold By: BMB PO #: Z726 Date: 4/25/24 QUOTE IQ15355
Ship By: Tax #: 11:54:16 PRT: 3 Open

Tax	D	Qty	Description	Price	Amount
			Group: 01 EQUIPMENT QUOTE		
NH			KUBOTA Z726XKW-3-60 60" DECK		12703.00
INCLUDES GOVERNMENT DISCOUNT- THANK YOU!					

Quotes are valid for thirty days. Prices are subject to change at vendors discretion. All prices quoted FOB vendor shipping point unless specifically noted.
Special order parts are to be prepaid in full in advance, charged to a valid open account, or billed to a credit card.
There are no returns of special order parts.
TRUCKING IS NOT COVERED BY THE MANUFACTURERS WARRANTY. TRUCKING COSTS ARE THE RESPONSIBILITY OF THE CUSTOMER.

** SUBTOTAL 12703.00

X _____ Charge Sale

Phone: (603) 848-1703

PAY THIS
AMOUNT



\$12703.00

Specifications

Model		Z700						
		Z724XKW-48	Z724XKW-54	Z726XKW-60	Z723KH-48	Z724KH-54	Z725KH-60	
Engine	Model	GH735V						
	Type	Gasoline, air-cooled V-Twin						
	Max. horsepower (Gross)	HP	23.5*	25.5*	22.5**	23.5**	25**	
	Total displacement	cu. in. (cc)	44 (726)	52 (852)	42 (694)	46 (747)		
	Starting system		Key switch					
Dimensions	Overall length	in. (mm)	83.9 (2130)					
	Overall width	(w/ mower) in. (mm)	61.3 (1557)	67.3 (1710)	73.8 (1875)	61.3 (1557)	67.3 (1710)	73.8 (1875)
		(w/o mower) in. (mm)	50.4 (1280)		54.7 (1390)	50.4 (1280)		54.7 (1390)
	Overall height	(w/ ROPS upright) in. (mm)	69.9 (1775)					
(w/ ROPS folded) in. (mm)		48.3 (1226)						
Wheel base		in. (mm)						
Tread	Front	in. (mm)						
	Rear	in. (mm)						
Tire size	Front	40.2 (1020)		42.6 (1083)	40.2 (1020)		42.6 (1083)	
	Rear	13 x 5.0 - 6 Non flat		13 x 6.5 - 6 Non flat	13 x 5.0 - 6 Non flat		13 x 6.5 - 6 Non flat	
Weight (w/ mower)		lbs. (kg)		1207.0 (547)	1223.0 (555)	1276.0 (579)	1212.4 (550)	
				1225.7 (556)	1256.5 (570)			
Transmission		Parker HTG14						
Transmission system		2 HST-2 G rotor type						
Speed control		2 hand levers						
Travel speed range	Forward	mph (km/h)		0-11.2 (0-18)				
	Reverse	mph (km/h)		0-5.6 (0-9)				
Brake type		Drum disks, foot applied, released						
PTO	Type	Belt drive						
	Clutch type	Electromagnetic clutch						
	PTO brake	Dry disc						
Mower deck	Model	RCK48P-723Z	RCK54P-724Z	RCK60P-725Z	RCK48P-723Z	RCK54P-724Z	RCK60P-725Z	
	Mower lift system	Mechanical						
	Mower deck type	Commercial fabricated deck						
	Deck depth	in. (mm)		6.0 (152)				
	Belt type	Single belt						
	Deck steel thickness	Ga (mm)		8 (4.18)				
	Anti-scalp roller	Rigid						
	Cutting width of mower	in.		48 (1219.2)	54 (1371.6)	60 (1524)	48 (1219.2)	54 (1371.6)
	Number of blades	3						
	Cutting height	1.0 in. - 5.0 in. 1/4 in. increments						
	Mower mounting system	Parallel linkage						
Blade tip speed (max.)	FPM		18100		18600			
Seat	21.2" high back seat with "Premium Adjustable Suspension", 3" vertical and 6" front to back travel							
Engine stop system	Key stop							
Fuel tank capacity	gals. (ltrs.)		11.6 (43.9)					
Battery	U1 (12V, RC: 45min, CCA: 300, CA: 410)							
Generator capacity	Amp		15A					
Hour meter	Standard							
Fuel gauge	Electric gauge type							

These Kawasaki engines have been tested in accordance with SAE J1995, verified by TÜV Rheinland Group, and certified by SAE International. The gross power ratings of these engines were determined by using measurements according to SAE J1995 which were witnessed by SAE-approved witnesses from TÜV Rheinland Group. Torque ratings of these engines were not certified by SAE. Actual power and torque output will vary depending on numerous factors, including, but not limited to, the operating speed of the engine in application, environmental conditions, maintenance, and other variables.

**Power (hp) specifications for individual gasoline engine models are rated pursuant to Society of Automotive Engineers (SAE) J1940 or J2723 based on gross output testing performed in accordance with SAE J1995 without the air cleaner and muffler. Gross engine hp will be higher than actual engine power which is affected by accessories, application, engine speed, ambient operating conditions and other factors. The gross engine horsepower information is for comparison purposes only.

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KUBOTA TRACTOR CORPORATION

1000 Kubota Drive, Grapevine, TX 76051 Tel 888-4 KUBOTA

Visit our web site at: KubotaUSA.com



ORIGINAL WARRANT

GRAVEL TAX LEVY

TAX YEAR: APRIL 1, 2023 - MARCH 31, 2024

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

TO: DEBORAH C. AUCOIN, Collector of Taxes for TOWN OF HENNIKER, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$850.40** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

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

(Selectmen/Assessors)

DATE: May 7, 2024

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
CONSTRUCTION AGGREGATES INC PO BOX 870 0 HENNIKER, NH 03242	8-587-A	23-213-09-E	\$797.82
PIKE INDUSTRIES INC 3 EASTGATE PARK ROAD 0 BELMONT, NH 03220	9-607	23-213-10-E	\$52.58
TAXPAYER 3 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	20-000-00-E	\$0.00
TAXPAYER 4 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	20-000-00-E	\$0.00
TAXPAYER 5 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	20-000-00-E	\$0.00

DATE DUE: June 10, 2024

TOTAL DUE: \$850.40

TOWN OF HENNIKER, NH

OFFICE OF THE TAX COLLECTOR

18 Depot Hill Road
Henniker, NH 03242
(603) 428-3240

May 7, 2024

CONSTRUCTION AGGREGATES INC
PO BOX 870

HENNIKER, NH 03242

EXCAVATION TAX ASSESSMENT PER RSA 72-B

TAX YEAR: APRIL 1, 2023 - MARCH 31, 2024

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL	8963.23	\$0.02	\$179.26
8-587-A				
OPERATION NUMBER:	SAND	30927.71	\$0.02	\$618.55
23-213-09-E				
ACCOUNT NUMBER:	LOAM		\$0.02	\$0.00
#				
SERIAL NUMBER:	STONE PRODUCTS		\$0.02	\$0.00
#				
	OTHER		\$0.02	\$0.00
	TOTAL EARTH:	39890.94	TOTAL TAX:	\$797.82

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

*** 18% APR INTEREST WILL BE CHARGED AFTER June 10, 2024 ON UNPAID TAXES ***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday, Wednesday & Friday 8-4, Tuesday 10-6 & Thursday closed

REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

Received by
TOWN OF HENNIKER

APR 15 2024

SELECTMEN'S OFFICE

For Tax Year : April 1, 2023 to March 31, 2024

OPERATION # 23-213-09-E

Mailing Address:

JOHANNA HAUPTMAN
MICHIE CONCRETE PRODUCTS LLC
PO BOX 870
HENNIKER NH 03242-0870

1. Town/City of: HENNIKER, NH

2. Tax Map/Lot # or Road Project Name or #:
1 / 587-A

3. Total permitted area under RSA 155-E (acres): 110.6

4. Excavation area as of April 1 : _____

5. Reclaimed area as of April 1 : 0

6. Remaining cubic yards of earth to excavate:

8. EXEMPT EARTH

Excavated earth that was used on the parcel of land, or other parcel that is contiguous and in common ownership, in the construction, reclamation, reconstruction or alteration of such parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from the excavation tax but must be reported.

The amount of exempt earth should not be included in # 7.

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	8963.23
SAND	30927.71
LOAM	
STONE PRODUCTS	
OTHER:	
TOTAL	39890.94

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

Michie Concrete Products
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

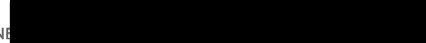
 4.1.24
SIGNATURE DATE OFFICER & TITLE DATE

PRINT OWNER(S) NAME CLEARLY

SIGNATURE (IN INK) OF OWNER(S) DATE

PO Box 870
MAILING ADDRESS

Henniker NH 03242
CITY / TOWN STATE ZIP CODE


PHONE

PENALTY: Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doamage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doamage.

TOWN OF HENNIKER, NH

OFFICE OF THE TAX COLLECTOR

18 Depot Hill Road
Henniker, NH 03242
(603) 428-3240

May 7, 2024

PIKE INDUSTRIES INC
3 EASTGATE PARK ROAD

BELMONT, NH 03220

EXCAVATION TAX ASSESSMENT PER RSA 72-B

TAX YEAR: APRIL 1, 2023 - MARCH 31, 2024

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL		\$0.02	\$0.00
9-607				
OPERATION NUMBER:	SAND	2629	\$0.02	\$52.58
23-213-10-E				
ACCOUNT NUMBER:	LOAM		\$0.02	\$0.00
#				
SERIAL NUMBER:	STONE PRODUCTS		\$0.02	\$0.00
#				
	OTHER		\$0.02	\$0.00
	TOTAL EARTH:	2629	TOTAL TAX:	\$52.58

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

*** 18% APR INTEREST WILL BE CHARGED AFTER June 10, 2024 ON UNPAID TAXES ***

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday, Wednesday & Friday 8-4, Tuesday 10-6 & Thursday closed

OPERATION # 23-213-10-E

For Tax Year : April 1, 2023 to March 31, 2024

Mailing Address:

BRIAN SLEVIN
PIKE INDUSTRIES INC
3 EASTGATE PARK DR
BELMONT NH 03220-3603

1. Town/City of: HENNIKER, NH

2. Tax Map/Lot # or Road Project Name or #:
1 / 607

3. Total permitted area under RSA 155-E (acres): 48

4. Excavation area as of April 1 : 12

5. Reclaimed area as of April 1 : 3.75

6. Remaining cubic yards of earth to excavate:
unknown

8. EXEMPT EARTH

Excavated earth that was used on the parcel of land, or other parcel that is contiguous and in common ownership, in the construction, reclamation, reconstruction or alteration of such parcel of land during the tax year is exempt from the excavation tax. Excavation of earth from a parcel of land which does not exceed 1,000 cubic yards during the tax year is also exempt from the excavation tax but must be reported.

The amount of exempt earth should not be included in # 7.


EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR:

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	0
SAND	2,629
LOAM	0
STONE PRODUCTS	0
OTHER:	0
TOTAL	2,629

I / We hereby report the amount of earth excavated under penalty of perjury (If Corporation, an Officer must sign) :

Pike Industries, Inc.
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

 03/25/24
SIGNATURE OF CORPORATE OFFICER & TITLE DATE

Brian Slevin - Aggregates VP
PRINT OWNER(S) NAME CLEARLY

3 Eastgate Park Road
SIGNATURE (IN INK) OF OWNER(S) DATE

Belmont NH 03220
CITY / TOWN STATE ZIP CODE

 CELL #:

PENALTY: Any person who fails to file a Report of Excavated Material (PA-39) with the proper municipal assessing officials or fails to send copies to the Department of Revenue Administration in accordance with RSA 72-B:9 shall be guilty of a misdemeanor.

DOOMAGE: If an owner neglects to file a Report of Excavated Material (PA-39) or willfully falsifies a report, the assessing officials shall assess doamage which is two (2) times what the tax would have been if the report had been properly filed. Refer to RSA 72-B:10 for the statute on doamage.

TOWN OF HENNIKER
PAYROLL CHECK REGISTER
DATE: APRIL 24, 2024

WAGES:

Direct Deposits	\$ 39,268.22
Checks	1,420.07
Subtotal	<u>\$ 40,688.29</u>

PAYROLL DEDUCTIONS: 11,370.62

TOTAL: \$ 52,058.91

BOARD OF SELECTMEN APPROVAL

Kris Blomback Date

Bill Marko Date

Neal Martin Date

Jeff Morse Date

Peter Flynn Date

 4/23/24
Town Administrator Date

 4-23-24
Tr Date

For 04/24/2024 to 04/24/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Department: CODE CODE					
Department Totals For: CODE					
SALARY	18.00	0.00	495.28	0.00	0.00
Totals:	18.00	0.00	495.28	0.00	0.00
Department: CSWW CSWW					
Department Totals For: CSWW					
REGULAR	46.00	0.00	2,395.46	0.00	0.00
Totals:	46.00	0.00	2,395.46	0.00	0.00
Department: EXECUTIVE EXECUTIVE					
Department Totals For: EXECUTIVE					
REGULAR	69.50	0.00	1,701.13	0.00	0.00
SALARY	50.25	0.00	2,003.75	0.00	0.00
VACATION	8.00	0.00	145.12	0.00	0.00
Totals:	127.75	0.00	3,850.00	0.00	0.00
Department: FINANCE FINANCE					
Department Totals For: FINANCE					
REGULAR	38.50	0.00	787.33	0.00	0.00
SALARY	34.25	0.00	1,451.90	0.00	0.00
SICK	1.00	0.00	42.39	0.00	0.00
VACATION	4.75	0.00	201.36	0.00	0.00
Totals:	78.50	0.00	2,482.98	0.00	0.00
Department: FIRE/RESCUE FIRE/RESCUE					
Department Totals For: FIRE/RESCUE					
FT STIPEND	0.00	0.00	480.77	0.00	0.00
REGULAR	104.00	0.00	2,798.99	0.00	0.00
Totals:	104.00	0.00	3,279.76	0.00	0.00
Department: HIGHWAY HIGHWAY					
Department Totals For: HIGHWAY					
FT LONGEVITY	0.00	0.00	750.00	0.00	0.00
REGULAR	231.00	0.00	6,494.73	0.00	0.00
SICK	1.50	0.00	45.66	0.00	0.00
USECOMP	3.00	0.00	71.43	0.00	0.00
VACATION	4.50	0.00	136.98	0.00	0.00
Totals:	240.00	0.00	7,498.80	0.00	0.00
Department: LIBRARY LIBRARY					
Department Totals For: LIBRARY					
REGULAR	77.25	0.00	1,934.91	0.00	0.00
SALARY	42.00	0.00	1,640.57	0.00	0.00
Totals:	119.25	0.00	3,575.48	0.00	0.00
Department: POLICE POLICE					
Department Totals For: POLICE					
EVENING OT	0.00	0.00	0.00	1.00	37.37
EVENING PAY	81.00	0.00	2,661.82	0.00	0.00
MIDNIGHT OT	0.00	0.00	0.00	10.00	403.05
MIDNIGHT PAY	55.00	0.00	1,621.03	0.00	0.00
REGULAR	250.00	0.00	7,884.41	0.00	0.00
REGULAR OT	0.00	0.00	0.00	14.00	690.74
SICK	18.50	0.00	494.14	0.00	0.00
USECOMP	5.00	0.00	129.35	0.00	0.00

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 04/24/2024 to 04/24/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
VACATION	16.50	0.00	426.86	0.00	0.00
Totals:	426.00	0.00	13,217.61	25.00	1,131.16

Department: RESCUE RESCUE

Department Totals For: RESCUE

REGULAR	242.00	0.00	6,332.48	0.00	0.00
Totals:	242.00	0.00	6,332.48	0.00	0.00

Department: SW/GGB/P&P SOLID WASTE/GEN GOV BLDG/P&P

Department Totals For: SW/GGB/P&P

REGULAR	136.00	0.00	3,214.42	0.00	0.00
SICK	4.00	0.00	137.28	0.00	0.00
Totals:	140.00	0.00	3,351.70	0.00	0.00

Department: TC/TX TOWN CLERK / TAX COLLECTOR

Department Totals For: TC/TX

REGULAR	31.50	0.00	641.34	0.00	0.00
SALARY	48.00	0.00	1,318.78	0.00	0.00
VACATION	8.50	0.00	173.06	0.00	0.00
Totals:	88.00	0.00	2,133.18	0.00	0.00

Department: WELFARE WELFARE

Department Totals For: WELFARE

REGULAR	10.00	0.00	216.60	0.00	0.00
SICK	2.00	0.00	43.32	0.00	0.00
Totals:	12.00	0.00	259.92	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT

Department Totals For: WWTP

REGULAR	116.00	0.00	3,391.36	0.00	0.00
SICK	4.00	0.00	104.24	0.00	0.00
Totals:	120.00	0.00	3,495.60	0.00	0.00

Grand Totals:

EVENING OT	0.00	0.00	0.00	1.00	37.37
EVENING PAY	81.00	0.00	2,661.82	0.00	0.00
FT LONGEVITY	0.00	0.00	750.00	0.00	0.00
FT STIPEND	0.00	0.00	480.77	0.00	0.00
MIDNIGHT OT	0.00	0.00	0.00	10.00	403.05
MIDNIGHT PAY	55.00	0.00	1,621.03	0.00	0.00
REGULAR	1,351.75	0.00	37,793.16	0.00	0.00
REGULAR OT	0.00	0.00	0.00	14.00	690.74
SALARY	192.50	0.00	6,910.28	0.00	0.00
SICK	31.00	0.00	867.03	0.00	0.00
USECOMP	8.00	0.00	200.78	0.00	0.00
VACATION	42.25	0.00	1,083.38	0.00	0.00
Totals:	1,761.50	0.00	<u>52,368.25</u>	25.00	<u>1,131.16</u>

= 53,499.41

04/23/2024

11:44 AM

Remittance Invoice Report

PHYSICAL DEDUCTIONS
Page: 1/1

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	4,858.30
	SOCSEC_EE	01-0000-2025-001	2,328.42
	SOCSEC_ER	01-0000-2025-001	2,328.42
	MEDICARE_EE	01-0000-2025-001	743.02
	MEDICARE_ER	01-0000-2025-001	743.02

Invoice Total: 11,001.18

Sub Totals:

FITW	4,858.30
MEDICARE	1,486.04
SOCSEC	4,656.84

EMPOWER - EMPOWER RETIREMENT

EMPOWER	01-0000-2025-020	107.50
EMPOWER-ROTH	01-0000-2025-020	261.94

Invoice Total: 369.44

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94

Grand Totals:

Invoice Count: 2 11,370.62

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	4,858.30
MEDICARE	1,486.04
SOCSEC	4,656.84

TOWN OF HENNIKER
PAYROLL CHECK REGISTER
DATE: May 1, 2024

GROSS WAGES	\$ 64,205.54
MINUS: PAYROLL DEDUCTIONS	<u>(15,760.10)</u>
NET PAY	\$ 48,445.44

BREAKOUT OF NET PAY:	
DIRECT DEPOSIT	\$ 47,030.86
PAPER CHECKS	<u>1,414.58</u>
	\$ 48,445.44

PAYROLL REMITTANCES	\$ 13,897.55
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BOARD OF SELECTMEN APPROVAL

Kris Blomback Date

Bill Marko Date

Neal Martin Date

Jeff Morse Date

Peter Flynn Date


Town Administrator

4/30/24
Date

Treasurer

Date

WAGES

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER
For 05/01/2024 to 05/01/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Department: CODE CODE					
Department Totals For: CODE					
GASOLINE	0.00	0.00	200.00	0.00	0.00
RETRO	0.00	0.00	61.04	0.00	0.00
SALARY	18.00	0.00	510.54	0.00	0.00
Totals:	18.00	0.00	771.58	0.00	0.00
Department: CSWW CSWW					
Department Totals For: CSWW					
REGULAR	48.50	0.00	2,542.96	0.00	0.00
Totals:	48.50	0.00	2,542.96	0.00	0.00
Department: ELECTION ELECTION					
Department Totals For: ELECTION					
REGULAR	14.00	0.00	126.00	0.00	0.00
Totals:	14.00	0.00	126.00	0.00	0.00
Department: EXECUTIVE EXECUTIVE					
Department Totals For: EXECUTIVE					
CELL PHONE	0.00	0.00	75.00	0.00	0.00
REGULAR	69.25	0.00	1,661.98	0.00	0.00
RETRO	0.00	0.00	231.68	0.00	0.00
RETRO - CONSERV	0.00	0.00	1.54	0.00	0.00
RETRO - OT	0.00	0.00	1.47	0.00	0.00
RETRO - PLANN	0.00	0.00	1.96	0.00	0.00
SALARY	46.00	0.00	2,003.75	0.00	0.00
SICK	0.50	0.00	9.35	0.00	0.00
USECOMP	7.75	0.00	233.12	0.00	0.00
Totals:	123.50	0.00	4,219.85	0.00	0.00
Department: FINANCE FINANCE					
Department Totals For: FINANCE					
CELL PHONE	0.00	0.00	75.00	0.00	0.00
REGULAR	32.50	0.00	664.63	0.00	0.00
RETRO	0.00	0.00	214.13	0.00	0.00
SALARY	42.00	0.00	1,749.20	0.00	0.00
USECOMP	1.13	0.00	23.11	0.00	0.00
VACATION	5.00	0.00	102.25	0.00	0.00
Totals:	80.63	0.00	2,828.32	0.00	0.00
Department: FIRE/RESCUE FIRE/RESCUE					
Department Totals For: FIRE/RESCUE					
COMP OVER BASE	3.00	0.00	90.00	0.00	0.00
FT STIPEND	0.00	0.00	480.77	0.00	0.00
OVERTIME	0.00	0.00	0.00	3.50	157.50
REGULAR	117.50	0.00	3,105.22	0.00	0.00
Totals:	120.50	0.00	3,675.99	3.50	157.50
Department: HIGHWAY HIGHWAY					
Department Totals For: HIGHWAY					
CELL PHONE	0.00	0.00	185.00	0.00	0.00
MILEAGE	0.00	0.00	340.00	0.00	0.00
REGULAR	180.00	0.00	4,650.60	0.00	0.00
RETRO	0.00	0.00	737.79	0.00	0.00
RETRO - OT	0.00	0.00	166.62	0.00	0.00
SICK	14.50	0.00	296.53	0.00	0.00
SICK BUYOUT	1.25	0.00	39.46	0.00	0.00
VACATION	45.50	0.00	1,985.28	0.00	0.00

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 05/01/2024 to 05/01/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Totals:	241.25	0.00	8,401.28	0.00	0.00

Department: LIBRARY LIBRARY

Department Totals For: LIBRARY

REGULAR	82.00	0.00	2,046.40	0.00	0.00
SALARY	40.00	0.00	1,640.57	0.00	0.00
Totals:	122.00	0.00	3,686.97	0.00	0.00

Department: POLICE POLICE

Department Totals For: POLICE

EVENING OT	0.00	0.00	0.00	13.00	709.80
EVENING PAY	32.25	0.00	1,113.06	0.00	0.00
MIDNIGHT PAY	75.25	0.00	2,293.73	0.00	0.00
OUTSIDE DETAIL	5.00	0.00	300.00	0.00	0.00
REGULAR	267.50	0.00	9,019.58	0.00	0.00
RETRO	0.00	0.00	4,738.05	0.00	0.00
RETRO - OT	0.00	0.00	478.38	0.00	0.00
SICK BUYOUT	8.60	0.00	392.76	0.00	0.00
VACATION	43.00	0.00	1,752.68	0.00	0.00
Totals:	431.60	0.00	20,088.24	13.00	709.80

Department: RESCUE RESCUE

Department Totals For: RESCUE

OUTSIDE DETAIL	7.00	0.00	420.00	0.00	0.00
REGULAR	220.50	0.00	5,836.99	0.00	0.00
VACA BUY NONHRS	7.50	0.00	200.63	0.00	0.00
VACATION	7.50	0.00	200.63	0.00	0.00
Totals:	242.50	0.00	6,658.25	0.00	0.00

Department: SW/GGB/P&P SOLID WASTE/GEN GOV BLDG/P&P

Department Totals For: SW/GGB/P&P

REGULAR	151.00	0.00	3,596.09	0.00	0.00
RETRO - GGB	0.00	0.00	10.75	0.00	0.00
RETRO - GGB OT	0.00	0.00	7.51	0.00	0.00
RETRO - P&P	0.00	0.00	41.94	0.00	0.00
RETRO - SW	0.00	0.00	359.85	0.00	0.00
RETRO - SW OT	0.00	0.00	1.47	0.00	0.00
VACATION	2.00	0.00	70.92	0.00	0.00
Totals:	153.00	0.00	4,088.53	0.00	0.00

Department: TC/TX TOWN CLERK / TAX COLLECTOR

Department Totals For: TC/TX

REGULAR	31.50	0.00	641.34	0.00	0.00
RETRO	0.00	0.00	41.96	0.00	0.00
SALARY	47.00	0.00	1,329.27	0.00	0.00
VACATION	8.50	0.00	173.06	0.00	0.00
Totals:	87.00	0.00	2,185.63	0.00	0.00

Department: WELFARE WELFARE

Department Totals For: WELFARE

REGULAR	12.00	0.00	267.24	0.00	0.00
RETRO	0.00	0.00	29.28	0.00	0.00
Totals:	12.00	0.00	296.52	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT

Department Totals For: WWTP

REGULAR	68.00	0.00	2,147.88	0.00	0.00
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DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 05/01/2024 to 05/01/2024

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
RETRO	0.00	0.00	192.00	0.00	0.00
RETRO - OT	0.00	0.00	1.32	0.00	0.00
USECOMP	12.00	0.00	361.64	0.00	0.00
VACATION	40.00	0.00	1,065.28	0.00	0.00
Totals:	120.00	0.00	3,768.12	0.00	0.00

Grand Totals:

CELL PHONE	0.00	0.00	335.00	0.00	0.00
COMP OVER BASE	3.00	0.00	90.00	0.00	0.00
EVENING OT	0.00	0.00	0.00	13.00	709.80
EVENING PAY	32.25	0.00	1,113.06	0.00	0.00
FT STIPEND	0.00	0.00	480.77	0.00	0.00
GASOLINE	0.00	0.00	200.00	0.00	0.00
MIDNIGHT PAY	75.25	0.00	2,293.73	0.00	0.00
MILEAGE	0.00	0.00	340.00	0.00	0.00
OUTSIDE DETAIL	12.00	0.00	720.00	0.00	0.00
OVERTIME	0.00	0.00	0.00	3.50	157.50
REGULAR	1,294.25	0.00	36,306.91	0.00	0.00
RETRO	0.00	0.00	6,245.93	0.00	0.00
RETRO - CONSERV	0.00	0.00	1.54	0.00	0.00
RETRO - GGB	0.00	0.00	10.75	0.00	0.00
RETRO - GGB OT	0.00	0.00	7.51	0.00	0.00
RETRO - OT	0.00	0.00	647.79	0.00	0.00
RETRO - P&P	0.00	0.00	41.94	0.00	0.00
RETRO - PLANN	0.00	0.00	1.96	0.00	0.00
RETRO - SW	0.00	0.00	359.85	0.00	0.00
RETRO - SW OT	0.00	0.00	1.47	0.00	0.00
SALARY	193.00	0.00	7,233.33	0.00	0.00
SICK	15.00	0.00	305.88	0.00	0.00
SICK BUYOUT	9.85	0.00	432.22	0.00	0.00
USECOMP	20.88	0.00	617.87	0.00	0.00
VACA BUY NONHRS	7.50	0.00	200.63	0.00	0.00
VACATION	151.50	0.00	5,350.10	0.00	0.00
Totals:	1,814.48	0.00	63,338.24	16.50	867.30

64,205.54 ✓

04/30/2024
11:08 AM

Remittance Invoice Report

PAYROLL DEDUCTIONS

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	6,496.33
	SOCSEC_EE	01-0000-2025-001	2,617.03
	SOCSEC_ER	01-0000-2025-001	2,617.03 - EXP.
	MEDICARE_EE	01-0000-2025-001	898.86
	MEDICARE_ER	01-0000-2025-001	898.86 - EXP.

Invoice Total: 13,528.11

Sub Totals:

FITW	6,496.33
MEDICARE	1,797.72
SOCSEC	5,234.06

EMPOWER - EMPOWER RETIREMENT

EMPOWER	01-0000-2025-020	107.50
EMPOWER-ROTH	01-0000-2025-020	261.94

Invoice Total: 369.44

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94

Grand Totals:

Invoice count: 2 13,897.55

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	6,496.33
MEDICARE	1,797.72
SOCSEC	5,234.06

DESIGNATION OF AUTHORITIES FOR CLEAN WATER SRF LOAN

WHEREAS, Town of Henniker (the Applicant)
(legal name of Applicant)

after thorough consideration of the nature of its water pollution problem, hereby determines that the construction of certain works, generally described as:

WWTF Supplemental Upgrades Project
(the Project) is desirable and in the public interest, and to that end it is desired to apply for assistance from the State Revolving Fund (SRF); and

WHEREAS, the Applicant has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-Wq 500, which relate to loans from the Clean Water State Revolving Fund and deems it to be in the public interest to file a loan application and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY
The Henniker Board of Selectmen,
the governing body or Board of Directors of said Applicant, as follows:

1. That the person holding the position of Town Administrator, currently held by Diane Kendall, is hereby designated as the Authorized Representative of the Applicant for the purpose of filing an application for a loan in accordance with New Hampshire Code of Administrative Rules Chapter Env-Wq 500, furnishing such information, data, and documents pertaining to the applicant for a loan as may be required.
2. That if such loan be made, the following position(s), currently held by the following individual(s), is/are the Authorized Representative(s) of the Applicant for the purpose of signing any documents pertaining to the disbursement of funds to the loan recipient.

Position Title	Name
Town Administrator	Diane Kendall

3. That if such loan be made, the Applicant agrees to repay the loan as stipulated in the loan agreement.
4. That a certified copy of this resolution be included as part of the application to be submitted for a loan.

5. That persons holding the following position(s) at the time of loan execution are authorized to sign the loan agreement binding the Applicant to the terms and conditions of the loan.

Diane Kendall, Town Administrator

6. That if such loan be made, the Applicant agrees to make provisions for assuming proper and efficient operation and maintenance of the facilities after completion of the construction thereof.

VOTED:

_____ Date: _____
Kris Blomback, Chairman

_____ Date: _____
Bill Marko, Vice Chairman

_____ Date: _____
Neal Martin

_____ Date: _____
Jeff Morse

_____ Date: _____
Peter Flynn

I certify that said vote has not been amended or repealed and remains in full force and effect as of the date of this Certification.

ATTEST:

Date: _____

Town Clerk

INTENT TO CUT CHECKLIST

Date received 4/29/2024 Office ID# _____
 Owner's name North Cloud, LLC Lot # 8-640
 Route to: Highway Superintendent Conservation Commission
 Items 1 - 10 Complete Map information complete Not provided

Missing items:

Missing items:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> 1 Town/City 2 Tax map/lot 3 Original/supplemental 4 Name of road using 5 Acreage of lot/acreage to be cut 6 Type of ownership 7 SIGNATURES OF OWNER(S) OF RECORD
ADDRESS OF OWNER(S)
TELEPHONE NUMBER OF OWNER(S) 8 Description of wood or timber to be cut 9 Personal use amount 10 LOGGER/FORESTER SIGNATURE
LOGGER/FORESTER PRINTED NAME
LOGGER/FORESTER PHONE NUMBER/ADDRESS | <ol style="list-style-type: none"> 1 Area(s) to be cut 2 Road to be used 3 Landing(s) 4 Point of egress onto town road |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Taxes current Yes No
Security bond required Yes No \$ Amount _____
 Date paid _____ Date returned _____
Driveway permit needed Yes No Initialed unknown
Road bond required Yes No \$ Amount _____
 Date paid _____ Date returned _____
Permission to Haul Form Yes No Date received _____
Wetlands permit required Yes No Date received unknown

Notes/Comments Abutts pond. Previous logging done in 2017.

APR 29 2024

FORM PA-7

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO CUT WOOD OR TIMBER

YR [] - TOWN [] - OP# [] - T [] (Assigned by Municipality)

SELECTMEN'S OFFICE
For Tax Year April 1, 24 to March 31, 25

PLEASE TYPE OR PRINT (If filling in form on-line; use TAB Key to move through fields)

- City/Town of HENNIKER
- Tax Map No./Lot or USFS sale name & unit #: Map 8 Lot 690
- Intent Type: Original Supplemental (Use mouse to click on Check Boxes) Original Operation # _____
- Name of road from which accessible: Quaker St
- a. Acreage of Lot: 30 Acreage of cut: 1.2
- Anticipated start date: May
- Type of ownership (check only one):
 - a. Owner of Land and Stumpage (Joint Tenants)
 - b. Owner of Land and Stumpage (Tenants in Common)
 - c. Previous owner retaining deeded timber rights
 - d. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT FORM / CERTIFICATE TO BE SENT TO:

OWNER OR BY MAIL OR
 LOGGER/FORESTER E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)
 Timber Tax Information is Available at www.revenue.nh.gov
 Questions?? Call (603) 230-5950

SIGNATURE OF OWNER(S) OR CORPORATE OFFICER [Redacted] DATE 4/26/24
 SIGNATURE OF OWNER(S) OR CORPORATE OFFICER North Cloud, LLC, member DATE 4/26/24
 PRINT CORPORATE OFFICER NAME AND TITLE _____ DATE _____

PRINT OWNER(S) NAME 532 Meaderboro Rd
 MAILING ADDRESS Farmington, VT CITY/TOWN NH STATE 03835 ZIP CODE
 PHONE [Redacted] MAIL [Redacted]

FOR ASSESSING OFFICIALS ONLY

- The Selectmen/Assessing Officials hereby certify that:
- All owners of record have signed the Intent;
 - The land is not under the Current Use Unproductive category;
 - The form is complete and accurate; and
 - Any timber tax bond required has been received:
 \$ _____ Date _____
 - The tax collector will be notified within 30 days or receipt pursuant to RSA 79:10;
 - This form to be forwarded to DRA within 30 days.

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut		
White Pine		MBF	
Hemlock		MBF	
Red Pine		MBF	
Spruce & Fir		MBF	
Hard Maple		MBF	
White Birch		MBF	
Yellow Birch		MBF	
Oak	22,000	MBF	
Ash		MBF	
Beech & Soft Maple		MBF	
Pallet or Tie Logs	8,000	MBF	
Other (Specify)		MBF	
	Pulpwood	Tons	Cords
Spruce & Fir			
Hardwood & Aspen			
Pine			
Hemlock			
Whole Tree Chips			
	Miscellaneous		
High Grade Spruce/Fir			Tons
Cordwood & Fuelwood	25		Cords

9. Species and Amount of Wood or Timber For Personal Use or Exempt. See exemptions on back of form.

Species: _____ Amount: _____

10. By signing below, the Logger/Forester or person responsible for cutting hereby accepts responsibility for verifying the volumes of wood and timber to be reported by the owner. I have become familiar with RSA 227-J, the timber harvest laws.

Bowh DATE 4/29/24
 SIGNATURE OF PERSON RESPONSIBLE FOR CUTTING BARRY Wheeler DATE
 PRINT NAME PO Box 83
 MAILING ADDRESS Bradford CITY/TOWN NH STATE 03221 ZIP CODE
 PHONE [Redacted]

Signature (in ink) of Assessing Official _____ Date _____ Signature (in ink) of Assessing Official _____ Date _____ Signature (in ink) of Assessing Official _____ Date _____

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL _____ DATE _____ SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL _____ DATE _____



Sewer Abatement

To the Collector of Taxes.

By vote of the Henniker Sewer Commissioners upon the application of:

Julie & Derek Holmes

Lot Number/Location: 5D-183 / 177 Maple Street / Acct. # 1682S

We have abated the amount of: **\$484.76**

Pool water fill. Total gallons: 24,238 @ \$0.02 = \$484.76

(See email from Jim Donison, Water Superintendent)

Approval by Henniker Sewer Commissioners

Helga Winn

From: Deb Aucoin
Sent: Monday, April 29, 2024 12:29 PM
To: Diane Kendall
Cc: Helga Winn
Subject: FW: Request for Abatement - Invoice Number: 2023S22000176

Follow Up Flag: Follow up
Flag Status: Flagged

Please see attached

From: Julie Ann Holmes <dizog@hotmail.com>
Sent: Friday, April 26, 2024 4:36 PM
To: Deb Aucoin <[REDACTED]>
Cc: Helga Winn <[REDACTED]>
Subject: Re: Request for Abatement - Invoice Number: 2023S22000176

Good afternoon Board of Selectmen,

We are requesting an abatement of 24,238 gallons x .02 from the outstanding 2023 invoice in the amount of \$484.76.

We appreciate your time and consideration in this matter.

Thank you in advance.

We look forward to hearing from you.

Warm regards,

Julie & Derek

From: Julie Ann Holmes <[REDACTED]>
Sent: Friday, April 26, 2024 4:31:55 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Request for Abatement - Invoice Number: 2023S22000176

Good afternoon Board of Selectman,

We are requesting an abatement for our sewer for the previous year's invoices. We reached out to Jim Donison at the Water Department regarding our 18 x36 inground pool and that water coming in isn't being discharged to the sewer. Please see the email below from Jim.

We appreciate any assistance you can provide to us.

Thank you in advance for your attention to this matter.

We look forward to your response.

Warm regards,

Julie & Derek Holmes
177 Maple Street, Henniker, NH 03242

From: Jim Donison [REDACTED]
Sent: Wednesday, March 20, 2024 8:00 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: water meter extraction 177 Maple ave Thursday March 21 at 11 am

Julie

Here is information on your pool volume – 24,238 gallons – you can request an abatement from the selectmen for this volume of water which did not discharge to the sewer

Also info on water use from 1/3/24 to 3/12/24 = 11,000 gallons = 161.8 gallons per day average – which shows that water use for the last 2 months is back to normal

And

Water billing reads for the last 2 years

julie holmes 177 maple ave

POOL					= gallons
18	36	648	7.481	24238.44	
		5 ft depth			
		3240 CF Volume			

Average water use from :
3-Jan-24 12-Mar-24
11000 68 161.8 gpd

Water Meter Readings

			gallons billed for 6 month period	water rate per gallon	water bill	average water use gallons per day
2022	jan	762435				

	july	791557	29122	\$ 0.013	\$ 378.59	161.8
2023	jan	845650	54093	\$ 0.013	\$ 703.21	300.5
	july	890320	44670	\$ 0.013	\$ 580.71	248.2
2024	jan	955014	64694	\$ 0.013	\$ 841.02	359.4

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

HENNIKER
2023 SEWER BILL 22 OF 22

Invoice: 2023S22000176
Account: 1682S
Print Date: Sep 28, 2023
Billing Period: Apr 01 - Sep 30
Payment Due Date: Nov 17, 2023
Amount Due: \$ 1,439.18

8% APR Charged After 11/17/2023

The Tax Collectors Office will be closed on October 9 in observance of Columbus Day.
Also, October 11-13 for Town Clerk Conference.
Checks may be made payable to Henniker Waste Water Treatment (HWWT)

Account Details				Billing Details	
Billed To:	HOLMES JULIE ANN			Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit	\$ 240.00
Location:	177 MAPLE ST			Sewer -- 17,000gallon @ \$ 0.0000/1	\$ 0.00
Map:	00005D	Lot:	000183	Sub:	000000
Account:	1682S			Sewer -- 59,959gallon @ \$ 0.0200/1	\$ 1,199.18

Billing Summary				
Billing Period:	Apr 01, 2023 to Sep 30, 2023			
Payment Due Date:	Nov 17, 2023			
Meter Readings:	Current Reading:	933,914.00	Sewer Bill:	\$ 1,439.18
	Previous Reading:	856,955.00		
	Usage:	76,959.00		

incl. Pool fill.

"Other Due Amount(s)" indicates additional balance(s) exist on this account.
Please call for the proper payment amount.

Other Due Amount(s): \$ 536.19

Amount Due By 11/17/2023: \$ 1,439.18

Mailed To:
HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

2023 SEWER BILL 22 OF 22
Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: HOLMES JULIE ANN
Location: 177 MAPLE ST
Map: 00005D **Lot:** 000183 **Sub:** 000000
Account: 1682S
Invoice: 2023S22000176

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

Amount Due By 11/17/2023: \$ 1,439.18

8% APR Charged After 11/17/2023

Other Due Amount(s): \$ 536.19

Total: \$ 1,975.37

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

HENNIKER
2024 SEWER BILL 21 OF 22

Invoice: 2024S21000173
Account: 1682S
Print Date: Apr 16, 2024
Billing Period: Oct 01 - Mar 31
Payment Due Date: May 24, 2024
Amount Due: \$ 602.40

8% APR Charged After 05/24/2024

Account Details

Billing Details

Billed To: HOLMES JULIE ANN
Location: 177 MAPLE ST
Map: 00005D **Lot:** 000183 **Sub:** 000000
Account: 1682S

Sewer - 1 Flat Unit(s) @ \$ 240.00/unit \$ 240.00
Sewer - 17,000gallon @ \$ 0.0000/1 \$ 0.00
Sewer - 18,120gallon @ \$ 0.0200/1 \$ 362.40

Billing Summary

Billing Period: Oct 01, 2023 to Mar 31, 2024
Payment Due Date: May 24, 2024

Meter Readings: Current Reading: 969,034.00
 Previous Reading: 933,914.00
 Usage: **35,120.00**

Sewer Bill: \$ 602.40

Average

Amount Due By 05/24/2024: **\$ 602.40**

2024 SEWER BILL 21 OF 22

Mailed To:
HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: HOLMES JULIE ANN
Location: 177 MAPLE ST
Map: 00005D **Lot:** 000183 **Sub:** 000000
Account: 1682S
Invoice: 2024S21000173

Amount Due By 05/24/2024: **\$ 602.40**

8% APR Charged After 05/24/2024

PAY ONLINE AT: henniker.nhtaxkiosk.com

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

HENNIKER
2023 SEWER BILL 21 OF 22

Invoice: 2023S21000178
Account: 1682S
Print Date: Apr 27, 2023
Billing Period: Oct 01 - Mar 31
Payment Due Date: May 30, 2023
Amount Due: \$ 516.82

8% APR Charged After 05/30/2023

Please make checks payable to Henniker Waste Water Treatment or HWWT.
* Closed Wednesday for lunch 12:30-1:30pm *

Account Details				Billing Details	
Billed To: HOLMES JULIE ANN				Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit	\$ 240.00
Location: 177 MAPLE ST				Sewer -- 17,000gallon @ \$ 0.0000/1	\$ 0.00
Map: 00005D	Lot: 000183	Sub: 000000		Sewer -- 13,841gallon @ \$ 0.0200/1	\$ 276.82
Account: 1682S					

Billing Summary				
Billing Period: Oct 01, 2022 to Mar 31, 2023				
Payment Due Date: May 30, 2023				
Meter Readings:	Current Reading:	856,955.00	Sewer Bill:	\$ 516.82
	Previous Reading:	826,114.00		
	Usage:	30,841.00 <i>Average</i>		

Amount Due By 05/30/2023: **\$ 516.82**

2023 SEWER BILL 21 OF 22

Mailed To:
HOLMES JULIE ANN
HOLMES DEREK PAUL
177 MAPLE STREET
HENNIKER, NH 03242

Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: HOLMES JULIE ANN
Location: 177 MAPLE ST
Map: 00005D **Lot:** 000183 **Sub:** 000000
Account: 1682S
Invoice: 2023S21000178

Amount Due By 05/30/2023: **\$ 516.82**

8% APR Charged After 05/30/2023

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____



TOWN OF HENNIKER, NEW HAMPSHIRE

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

CONSENT AGENDA STAFF REPORT

DATE: 5/7/2024

TITLE: Authorize hiring of Part-Time as needed (per-diem) Police Department Administrative Assistant

INITIATED BY: Matt French, Police Chief

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator Consent Agenda

AGENDA DESCRIPTION: Request to Authorize hiring of Part-Time as needed (per-diem) Police Department Administrative Assistant

LEGAL AUTHORITY: [SELECTBOARD POLICY IV.1](#); Selectboard Authority [RSA:41:8](#)

FINANCIAL DETAILS: \$24.66/hour

POLICE CHIEF COMMENTS: Request Gail Abramowicz as a per diem employee to fill planned and unplanned absences such as sick days and vacation. No set hours as needed as available. The Rate requested is \$24.66 hourly. Ms. Abramowicz retired in 2023, she is already familiar with phone system, computer reporting, office procedures and staff.

TOWN ADMINISTRATOR Supports request. Per Policy IV.1 The Henniker Board of Selectmen authorizes the Town Administrator to obtain Board approval to fill temporary, part-time appointments by placing them on the Consent Agenda, noting the effective date of hire and the rate of pay.

SUGGESTED ACTIONS / MOTIONS:

The Board of Selectmen authorizes by a quorum of signatures the hiring of Gail Abramowicz as a Part-Time as needed per diem employee at \$24.66 per hour under the supervision of the Police Chief effective pay date May 8, 2025.

Chairman Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

**TOWN OF HENNIKER
ACCOUNTS PAYABLE MANIFEST
DATE: May 8, 2024**

TOTAL: \$ 129,664.31

BOARD OF SELECTMEN APPROVAL

Kris Blomback **Date**

Bill Marko **Date**

Neal Martin **Date**

Jeff Morse **Date**

Peter Flynn **Date**

Town Administrator **Date**

Treasurer **Date**

APPOINTMENTS WITH THE BOARD



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Submitted by
TOWN OF HENNIKER

MAY 01 2024

SELECTMEN'S OFFICE
Kendall

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.

Requested Meeting Date:		
REQUESTOR CONTACT INFORMATION		
Name:	Anne Mellin	
Address:	73 White Tail Run Hopkinton NH 03229	
Email:	[REDACTED]	
Phone:	[REDACTED]	
DESCRIPTION OF TOPIC OR REQUEST		
TITLE: Property Owner		
PERSON PRESENTING TO THE SELECTBOARD AND CONTACT INFORMATION IF DIFFERENT:		Anne Mellin
DESCRIPTION OF QUESTION OR PROBLEM:		
Our sewer bill for 176 Western Ave. Henniker, NH 03242 saw an increase from an overall high of \$460 to \$2621		
PREVIOUS ACTIONS TAKEN BY REQUESTER OR OTHERS: (include attempts to resolve prior to coming to BoS)		
On April 24th I met with Jim Donison to review and discuss the discrepancy of which I was notified the spike occurred between Feb 17-March 2. I was advised by Jim that an "end point unit" should be installed. This has been requested/ since ordered		
EXPECTED OUTCOME, ACTION OR DECISION: (be specific)		
I am requesting an abatement of \$2200 on our sewere bill		

KNOWN FINANCIAL IMPACT:

Increase of sewer bill, cost of end unit

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

Water meter info for
Last 180 days
Months of Oct-Dec 2023
Month of Jan-April 24
Daily for Jan, Feb, March & April 2024

FOR OFFICE USE ONLY

DATE RECEIVED: 5/1/2024

DATE SCHEDULED: 5/8/2024

TOWN ADMINISTRATOR COMMENT: None

DEPARTMENT HEAD AND COMMITTEE COMMENTS:

See email from Water Department & Sewer Department

LEGAL AUTHORITY:

sewer ordinance Chapter 88

FINANCIAL DETAILS:

\$2200 abatement of sewer

SUGGESTED ACTION/MOTIONS/RECOMMENDATIONS:

POST MEETING NEXT STEPS AND FOLLOW-UP

RESOLUTION:

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

GALS 143 LLC
73 WHITE TRAIL RUN
HOPKINTON, NH 03229

HENNIKER
2024 SEWER BILL 21 OF 22

Invoice: 2024S21000130
Account: 1598S
Print Date: Apr 16, 2024
Billing Period: Oct 01 - Mar 31
Payment Due Date: May 24, 2024
Amount Due: \$ 2,621.06

8% APR Charged After 05/24/2024

Account Details

Billing Details

Billed To: GALS 143 LLC
Location: 176 WESTERN AVE
Map: 00005D **Lot:** 000151 **Sub:** 00000A
Account: 1598S

Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit \$ 240.00
Sewer -- 17,000gallon @ \$ 0.0000/1 \$ 0.00
Sewer -- 119,053gallon @ \$ 0.0200/1 \$ 2,381.06

Billing Summary

Billing Period: Oct 01, 2023 to Mar 31, 2024
Payment Due Date: May 24, 2024

Meter Readings: Current Reading: 683,757.00
 Previous Reading: 547,704.00
Usage: **136,053.00**

Sewer Bill: **\$ 2,621.06**

Amount Due By 05/24/2024: **\$ 2,621.06**

2024 SEWER BILL 21 OF 22

Mailed To:
GALS 143 LLC
73 WHITE TRAIL RUN
HOPKINTON, NH 03229

Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: GALS 143 LLC
Location: 176 WESTERN AVE
Map: 00005D **Lot:** 000151 **Sub:** 00000A
Account: 1598S
Invoice: 2024S21000130

PAY ONLINE AT: henniker.nhtaxkiosk.com

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

Amount Due By 05/24/2024: **\$ 2,621.06**

8% APR Charged After 05/24/2024

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

GALS 143 LLC
142 HILLSIDE DRIVE
HENNIKER, NH 03242

HENNIKER
2023 SEWER BILL 21 OF 22

Invoice: 2023S21000134
Account: 1598S
Print Date: Apr 27, 2023
Billing Period: Oct 01 - Mar 31
Payment Due Date: May 30, 2023
Amount Due: \$ 450.84

8% APR Charged After 05/30/2023

Please make checks payable to Henniker Waste Water Treatment or HWWT.

* Closed Wednesday for lunch 12:30-1:30pm *

Account Details

Billing Details

Billed To: GALS 143 LLC
Location: 176 WESTERN AVE
Map: 00005D **Lot:** 000151 **Sub:** 00000A
Account: 1598S

Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit \$ 240.00
Sewer -- 17,000gallon @ \$ 0.0000/1 \$ 0.00
Sewer -- 10,542gallon @ \$ 0.0200/1 \$ 210.84

Billing Summary

Billing Period: Oct 01, 2022 to Mar 31, 2023
Payment Due Date: May 30, 2023

Meter Readings: Current Reading: 521,804.00
 Previous Reading: 494,262.00
Usage: **27,542.00**

Sewer Bill: **\$ 450.84**

Amount Due By 05/30/2023: \$ 450.84

2023 SEWER BILL 21 OF 22

Mailed To:
GALS 143 LLC
142 HILLSIDE DRIVE
HENNIKER, NH 03242

Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: GALS 143 LLC
Location: 176 WESTERN AVE
Map: 00005D **Lot:** 000151 **Sub:** 00000A
Account: 1598S
Invoice: 2023S21000134

Amount Due By 05/30/2023: \$ 450.84

8% APR Charged After 05/30/2023

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

GALS 143 LLC
142 HILLSIDE DRIVE
HENNIKER, NH 03242

HENNIKER
2023 SEWER BILL 22 OF 22

Invoice: 2023S22000133
Account: 1598S
Print Date: Sep 28, 2023
Billing Period: Apr 01 - Sep 30
Payment Due Date: Nov 17, 2023
Amount Due: \$ 418.00

8% APR Charged After 11/17/2023

The Tax Collectors Office will be closed on October 9 in observance of Columbus Day.
Also, October 11-13 for Town Clerk Conference.
Checks may be made payable to Henniker Waste Water Treatment (HWWT)

Account Details		Billing Details	
Billed To: GALS 143 LLC		Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit	\$ 240.00
Location: 176 WESTERN AVE		Sewer -- 17,000gallon @ \$ 0.0000/1	\$ 0.00
Map: 00005D	Lot: 000151	Sub: 00000A	Sewer -- 8,900gallon @ \$ 0.0200/1
Account: 1598S			\$ 178.00

Billing Summary			
Billing Period: Apr 01, 2023 to Sep 30, 2023			
Payment Due Date: Nov 17, 2023			
Meter Readings:	Current Reading:	547,704.00	
	Previous Reading:	521,804.00	
	Usage:	25,900.00	
		Sewer Bill:	\$ 418.00

"Other Due Amount(s)" indicates additional balance(s) exist on this account.
Please call for the proper payment amount.

Other Due Amount(s): \$ 4.37

Amount Due By 11/17/2023: \$ 418.00

2023 SEWER BILL 22 OF 22

Mailed To:
GALS 143 LLC
142 HILLSIDE DRIVE
HENNIKER, NH 03242

Town of Henniker
Monday, Wednesday & Friday 8:00am to 4:00pm
Tuesday 10:00am to 6:00pm Thursday Closed
(603) 428-3240
Tax Collector: Deborah C. Aucoin

Billed To: GALS 143 LLC
Location: 176 WESTERN AVE
Map: 00005D **Lot:** 000151 **Sub:** 00000A
Account: 1598S
Invoice: 2023S22000133

Remit To:
Town of Henniker
18 Depot Hill Rd
Henniker, NH 03242
Temp - Return Service Requested

Amount Due By 11/17/2023: \$ 418.00

8% APR Charged After 11/17/2023

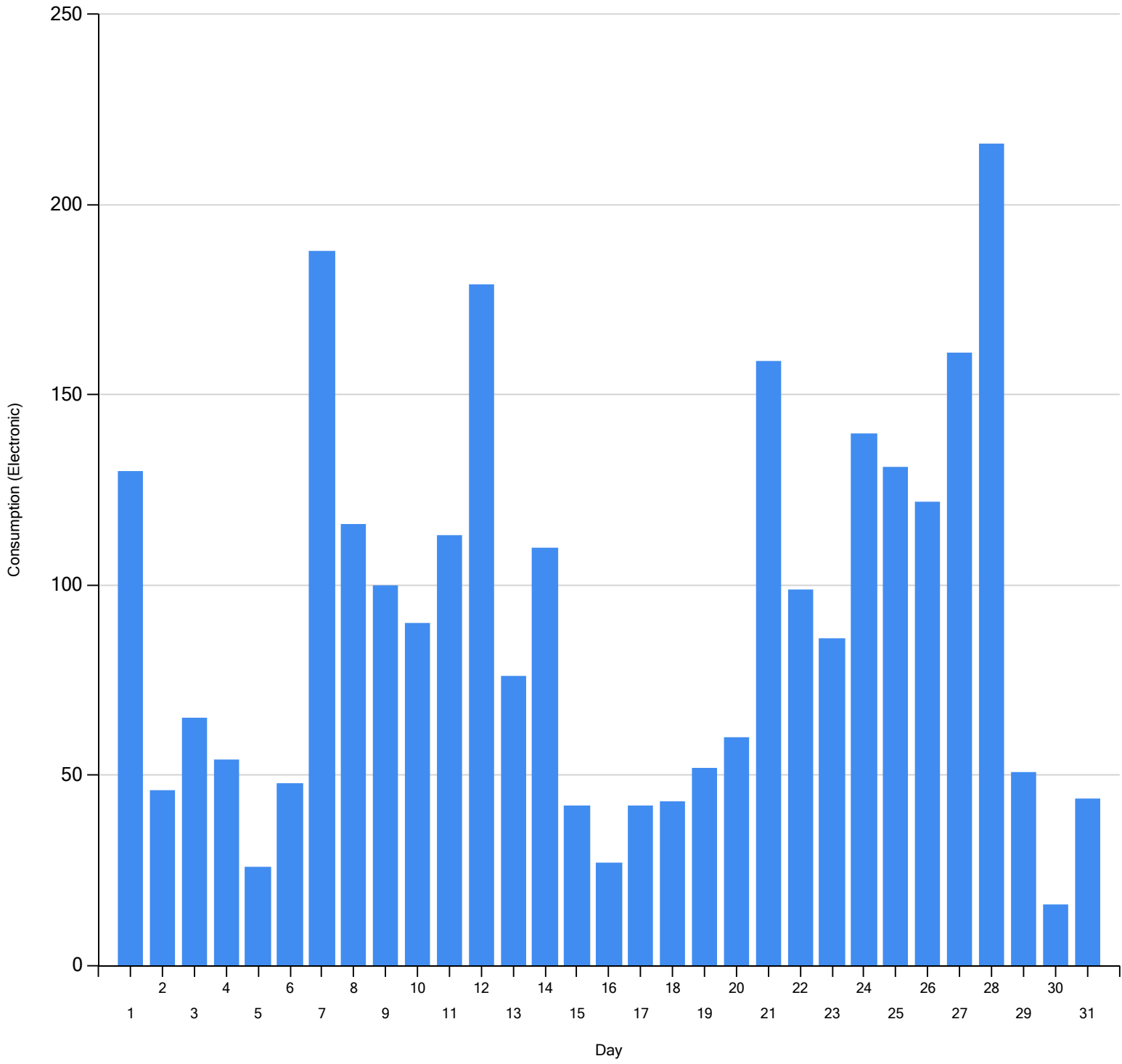
Other Due Amount(s): \$ 4.37

Total: \$ 422.37

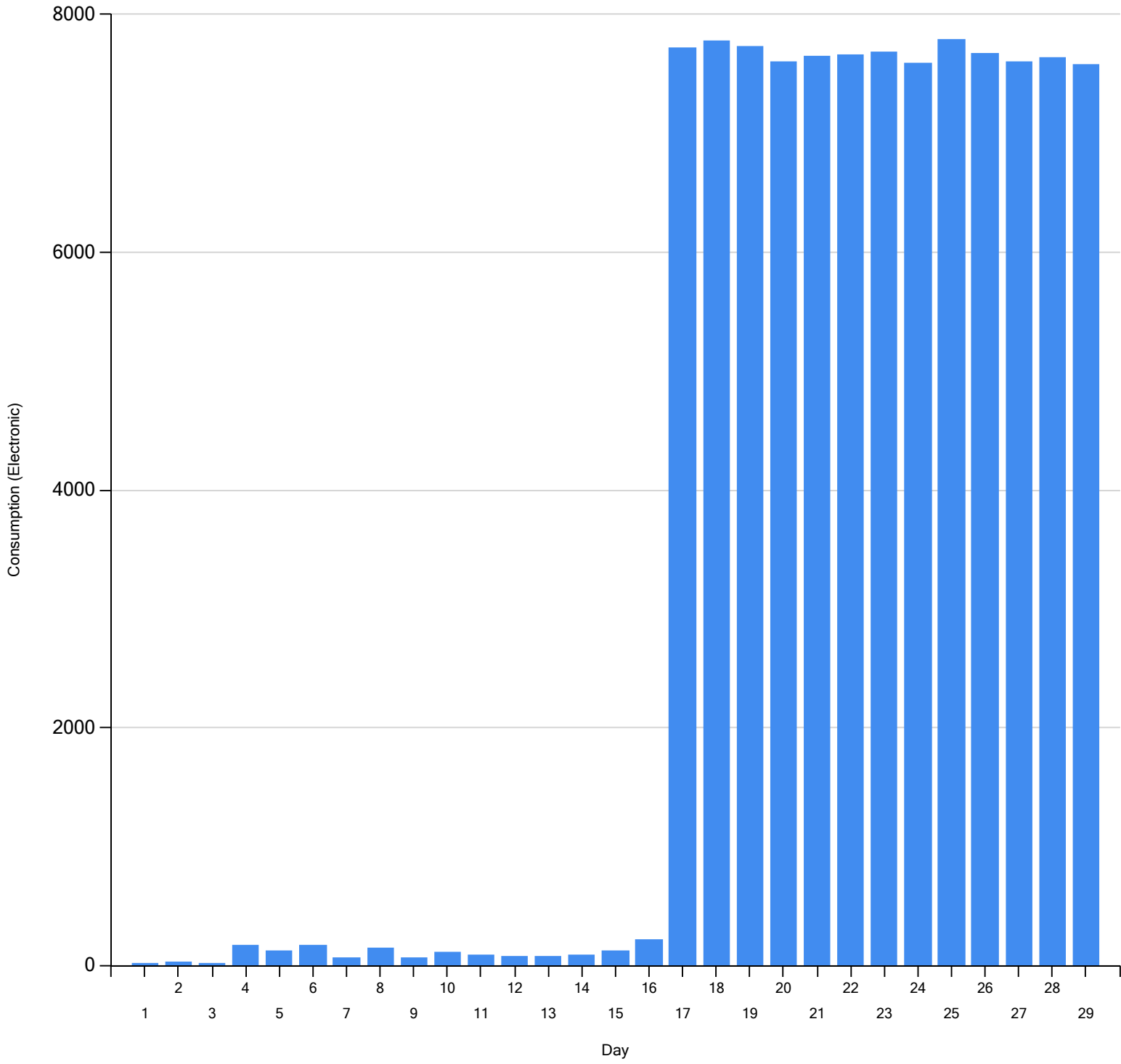
RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

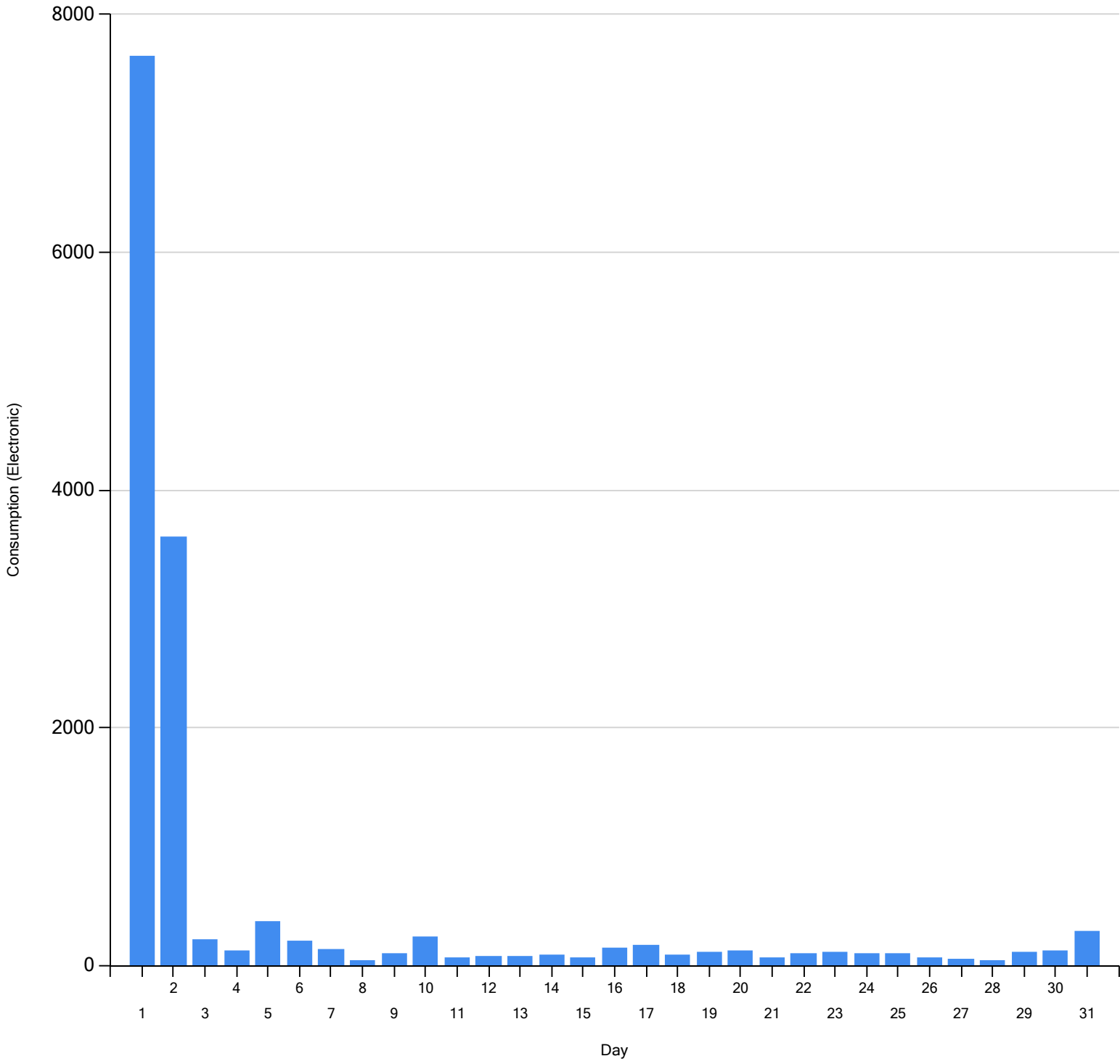
Endpoint 86065841 Daily usage for January 2024



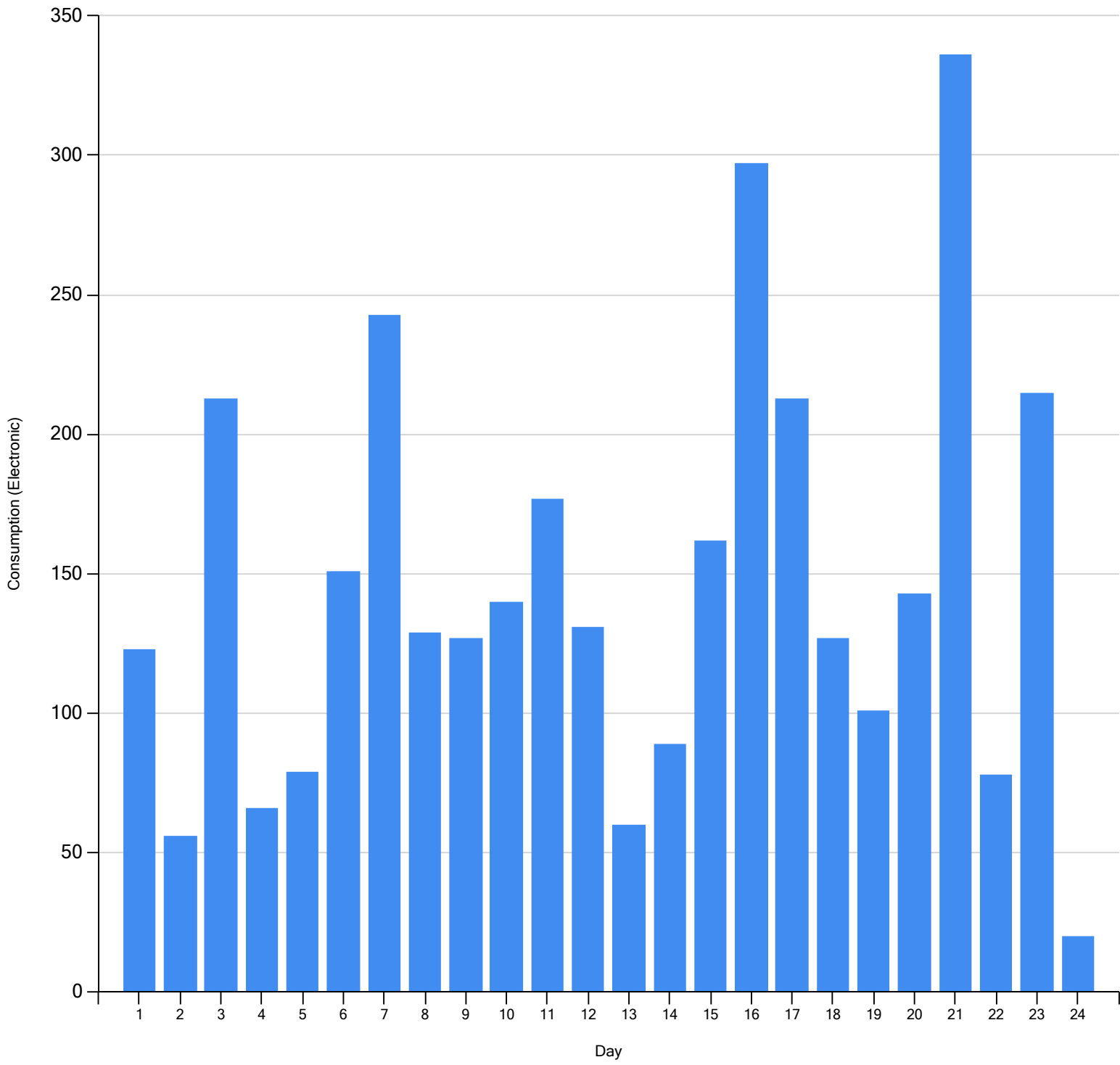
Endpoint 86065841 Daily usage for February 2024



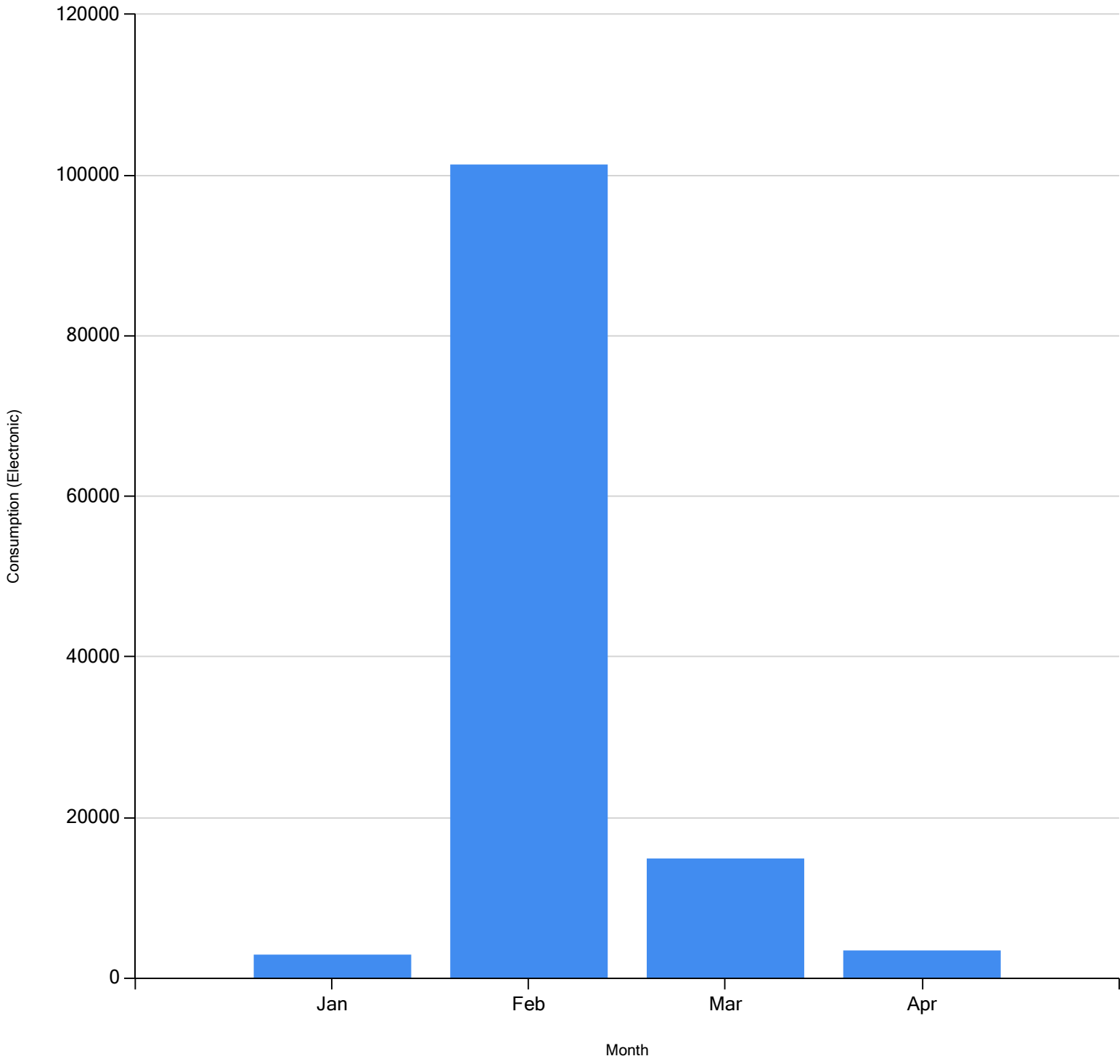
Endpoint 86065841 Daily usage for March 2024



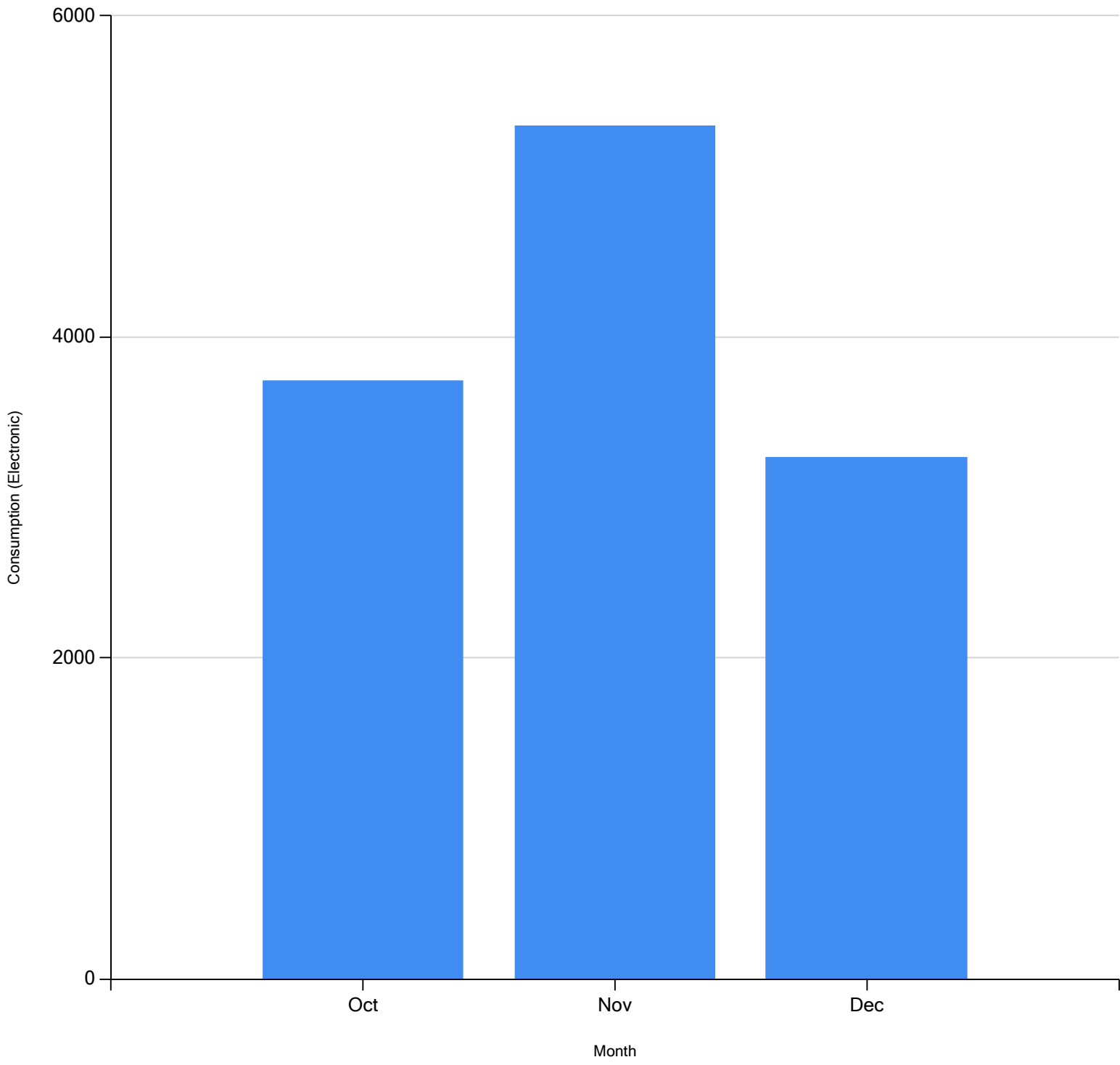
Endpoint 86065841 Daily usage for April 2024



Endpoint 86065841 Monthly usage for 2024



Endpoint 86065841 Monthly usage for 2023



Diane Kendall

From: Deb Aucoin
Sent: Monday, April 29, 2024 11:34 AM
To: Diane Kendall; Helga Winn
Subject: FW: 176 Western Avenue

Diane and Helga,

Please see Jim's response below.

Diane, I will forward you the other emails from Jim for this account as well.

Deb

From: Jim Donison [REDACTED]
Sent: Thursday, April 25, 2024 2:44 PM
To: Deb Aucoin [REDACTED]
Cc: Helga Winn [REDACTED]
Subject: Re: 176 Western Avenue

No I do not agree with the request for an abatement

She had three units in the building and it is very possible that a sink was running for the period Feb 16 to March 1

After which water use returned to normal

Jim

Get [Outlook for iOS](#)

From: Deb Aucoin [REDACTED] >
Sent: Thursday, April 25, 2024 2:23:04 PM
To: Jim Donison [REDACTED]
Cc: Helga Winn [REDACTED]
Subject: 176 Western Avenue

Hello Jim,

Thank you for the water usage reports on 176 Western Avenue. I found these a bit hard to read since the consumption amount on the left is not consistent with the graph on each page. I have attached the 1st sewer bills from the last few years. The total usage in 2022(bill 1) was 22,975 = 125.89 gallons per day. The total usage in 2023 (bill 1) was 27,542 =150.92 gallons per day. The total usage in 2024 (bill 1)was 136,053 = 745.5 gallons per day. What do you recommend for an abatement amount? Ann is requesting an abatement in the amount of \$2160.00. Do you agree with her? Helga and I will process the abatement, but we would like your input.

Thank you,

*Deb Aucoin
Town Clerk / Tax Collector
18 Depot Hill Rd
Henniker, NH 03242*

NEW BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE:	5/7/2024
TITLE:	NHDES Wastewater Operations Site Visit
INITIATED BY:	Rich Slager, WWTF Superintendent
PREPARED BY:	Diane Kendall, Town Administrator
PRESENTED BY:	Rich Slager, WWTF Superintendent and Richard "Dick" Emberley Wastewater Operations Technical Advisor NHDES Water Division, Wastewater Engineering Bureau
AGENDA DESCRIPTION:	Explain and answer questions about site visit report
LEGAL AUTHORITY:	RSA 486:9 ; Superintendents' responsibility under Env-Wq 304.25 (b)(4) and (5) to advise and document adverse conditions to the owner (Sewer Commissioners) as they arise; and to inform and document of the possible consequences for overruling your judgement in correcting such conditions.
BACKGROUND:	NHDES Water Division conducted a site visit on April 2, 2024. Letter and report attached.
SUGGESTED MOTION OR ACTION:	<i>None</i>



NH DES, Water Division
Wastewater Operations Section
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

April 14, 2024

Henniker, NH 03242

Subject: NHDES Wastewater Operations Henniker WWTF Site Visit

Dear Rich Slager:

Thank you for meeting on Tuesday, April 2 to discuss the operation and maintenance of Henniker's WWTF. I especially appreciate your insight into the unique challenges of operating a wastewater treatment plant that is in desperate need of an upgrade, having equipment well past design life usefulness, and experiencing frequent mechanical failures. Below are two pictures from my visit showing equipment needing immediate replacement, but you already know that and are working on getting that done.



These problems are the result of years of operating without a proper asset management program, and now you must struggle, and that without sufficient staffing, to run the plant properly and safely. You, Eric, and Chazz ought to be commended for how well you are performing under these difficult circumstances, but I want to remind not to do things in an unsafe manner just to get things done.

Ultimately, it is the owners responsibly to replace equipment that is no longer capable of proper operation. Your responsibility under Env-Wq 304.25 (b)(4) and (5) is to advise and document adverse conditions to the owner as they arise; and to inform and document of the possible consequences for overruling your judgement in correcting such conditions. Therefore, I want to remind you to continue to advise and document about all adverse conditions.

I know Henniker is moving forward with an upgrade plan which deals with the most serious issues first, but I don't think that will be sufficient to keep the plant out of compliance issues. Therefore, I suggest you advocate for getting the necessary funds and accelerating the project before significant equipment failures cause compliance issues.

Please feel free to contact me if you have any questions.

Thanks again,

Richard "Dick" Emberley
Environmentalist IV
NHDES Wastewater Operations
ec: [REDACTED]

PHONE: (603) 271-2940

EMAIL: [REDACTED]

WEB SITE: WWW.DES.NH.GOV

**WW OPERATION SITE VISIT CHECKLIST
NPDES OR GWDP PERMIT**

FACILITY NAME:

PERMIT NUMBER: NH GW

PERMIT EXPIRATION DATE:

I. PRE-INSPECTION INFORMATION

Permittee's Name:

Name and Title of Responsible Official:

Inspection Date: Time in: Time out:

Treatment Process: Disinfection Process: Grade of Facility:

Date of Last Inspection: Last Inspection Performed by:

Name/Grade of Operator in Responsible Charge:

Name/Grade of Back-up Operator in Responsible Charge:

Contact (Name/Phone) for Information Regarding Collection System:

REASON FOR VISIT: Annual Compliance Request OIRC Request Other

II. ATTENDEE CONTACT INFORMATION

1. List people present (include Inspector Name(s)):

<u>NAME</u>	<u>TITLE</u>	<u>PHONE #</u>
<input type="text" value="RICHARD EMBERLEY"/>	<input type="text" value="NHDES – OPERATIONS"/>	<input type="text" value="603-271-2940"/>
<input type="text" value="RICH SLAGER"/>	<input type="text" value="HENNIKER – WWTF Superintendent"/>	<input type="text" value="603-738-3645"/>
<input type="text" value="CHAZZ FREMAN"/>	<input type="text" value="HENNIKER – WWTF Senior Operator"/>	<input type="text" value="603-428-7215"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2. Permittee's E-mail address:

3. Permittee's mailing address:

4. Facility's physical address:

III. PERMIT

- 1. YES NO NA Is a copy of the current permit accessible electronically or as a hard copy onsite or with the operator?

PERMIT COMPLIANCE CHALLENGES

- 1. total phosphorus and copper limits – currently being met but a challenge.
2.
3.
4.

V. GENERAL SITE/FACILITY APPEARANCE

- 1. YES NO NA Facility properly operates and maintains treatment units (no excessive scum buildup, grease, foam, or floating sludge in or on any of the treatment units)?
2. YES NO NA All treatment units, other than backup units, are in service.
3. YES NO NA Is there any indication of a hydraulic overload or surcharging of influent lines, overflow weirs or other structures?
4. YES NO Plant has general safety structures such as rails around or over tanks, pits or wells.
5. YES NO NA Is there any evidence of severe corrosion and/or breaks or leaks in any chemical feed lines, piping or equipment?
6. YES NO NA Is there any evidence of septage spills at the septage receiving facility?
7. YES NO Are there any unpermitted flows (including facility floor drains, spills, dry weather drainage flow) entering the groundwater or surface water from the facility?
8. YES NO Are there proper spill containment for all containers?
9. YES NO Any evidence of potential spills or inappropriate storage of chemicals/oils/wastes in the vicinity of floor drains that discharge to the headworks?

VII. EFFLUENT/RECEIVING WATER (Observation)

- 1. YES NO NA Are there any floating solids, oil sheen, color, or foam **in the effluent**?
If yes, explain:
- 2. YES NO NA Are there any floating solids, oil sheen, color, foam or a recognizable plume **in the receiving water**?
If yes, explain:

VIII. FLOW MEASUREMENT

- 1. YES NO Are all critical plant flows metered (influent, effluent, RAS, WAS, recycle, septage)?
If no, explain:

IX. SELF MONITORING

- 1. YES NO Influent and effluent sampling locations are representative of the permitted discharge.
If no, explain:
- 2. YES NO The facility is adequately staffed?
If **no**, explain:

How many employees are needed to operate the facility?

How many certified operators does the facility employ?

- 3. YES NO Does the facility have any uncertified employees?
If yes, explain:

X. OPERATIONS AND MAINTENANCE

- 1. YES NO The facility has an adequate alarm system for power or essential equipment failures.
If **no**, explain:
- 2. YES NO Routine and preventive maintenance is scheduled, performed and recorded.
If no, explain:
- 3. YES NO The facility has an Asset Management Program. Program Name:
If **no**, explain:
- 4. YES NO A logbook is kept which documents all facility activities on a daily basis.
If no, explain:
- 5. YES NO The facility maintains written procedures (SOPs) for operations and maintenance activities.
If no, explain:

6. YES NO The facility maintains an inventory of spare parts, either at the facility or close by, sufficient to keep all of its critical treatment units operational.
If **no**, explain: Limited spare parts for old but critical equipment is understandable considering upgrade plans, but it leaves the facility vulnerable to extended downtime as the belt press experienced this past year.
7. YES NO Adequate process control testing is being done.
If no, explain: Plant would benefit from increased process control testing; most testing now is permit required. Increased testing would probably reveal a more efficient and cost-effective way to operator.
8. YES NO The facility provides an alternative power source sufficient to operate the portion of the publicly owned treatment works (devices and systems used in storage, treatment and conveyance) it owns and operates.
If no, explain:
9. YES NO The facility has Uninterruptible Power Supply (UPS) for disinfection equipment as to prevent undisinfected bypass discharge during power transfer.
If **no**, explain: It appears that the UV system doesn't provide continuous disinfection during power switching to generator. UV disinfection may not work properly during low flow conditions.

XI. HANDLING AND DISPOSAL OF WASTES

1. YES NO Is septage accepted at the facility? How much?
2. YES NO Is leachate accepted at the facility? Source & Amount:
3. How are wastewater solids treated/disposed of? Sludge cake to Merrimack for composting

XII. COLLECTION SYSTEM

1. YES NO Does the system collect wastewater from any surrounding towns?
If yes, name & volume:
2. YES NO Does the system receive flows from a significant industry?
If yes, list & explain: New England College is a significant contributor to the facility (seasonal flow variations).
3. YES NO Are any parts of the collection system connected to stormwater flows (CS)?
If yes, explain:
4. YES NO Does the system receive significant infiltration or inflow (I/I)?
If **yes**, explain & quantify: Significant I&I (200 – 300 % increase to flows during wet weather). As part of facility upgrade I&I needs to be addressed.

XIII. SUMMARY

Major observations: The staff are knowledgeable, dedicated, and hardworking. Even though the facility has been well maintained, it is past design life-expectancy and in desperate need of upgrade.

Recommendations: Upgrade plant ASAP: critical equipment includes grit screw, clarifiers, belt filter press, UV disinfection. Facility should include with any upgrade screening capability at the Ramsdell pumpstation, chemical feed for metal and nutrient removal and a more comprehensive SCADA and alarm system. Any equipment not immediately upgraded should have of on-site spare parts.



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: 5/7/2024
TITLE: Chip Seal 2024 Bid Award Request
INITIATED BY: Leo Aucoin, Superintendent
PREPARED BY: Leo Aucoin, Superintendent
PRESENTED BY: Leo Aucoin, Superintendent

AGENDA DESCRIPTION: Superintendent of Highway put to bid the Rubberized Chip Seal on Western Ave. from Cote Hill Road to the Hillsboro town line. One bid was received from All States Construction for the sum of \$100,977.60. I would like the Board to accept and award the bid and work to All States Construction, Inc.

Legal Authority:

Financial Details:

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion:

No formal action is required.

BID #: 08-2024

BID NAME: Chip Seal 2024 - Highway Department **(Second request)**

DUE DATE & TIME: April 30, 2024 @ 12:00 p.m.

BIDS OPENED BY: Leo Aucoin, Highway Superintendent & Helga Winn, Executive Assistant

Company	Address	Bid Amount
All States Construction, Inc.	PO Box 91 Sunderland, MA 01375	\$100,977.60



All States Construction, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021
www.asmg.com

April 30, 2024

Town of Henniker
Town Hall
18 Depot Hill Road
Henniker, NH 03242

Dear Sir or Madam:

We are pleased to submit the following proposal for Chip Seal Bid 2024.

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Western Avenue (from Cote Hill Rd. to the town line) 7,250' x 23'	18,528 SY	\$ <u>5.45</u>	\$ <u>100,977.60</u>

All States Construction, Inc. is responsible for all signage and traffic control.

We guarantee that all materials supplied, and work done shall comply with the State of New Hampshire Department of Transportation Standard Specifications for Highways and Bridges, as well as those of the Town of Henniker.

We hope the above will permit our being of service to you.

Very truly yours,

ALL STATES CONSTRUCTION, INC.

Alan L. Chicoine
Vice President



Town of Henniker
Second Request for Proposal
Chip Seal Bid 2024

The Town of Henniker NH is inviting bid pricing for Asphalt Rubber Surface Treatment to seal miscellaneous roads in Henniker. Bid proposals must be on the company letterhead clearly stating price and specifications. Bids must be sealed and marked, "Chip Seal 2024" and be delivered to Town of Henniker Town Hall, 18 Depot Hill Road, Henniker, NH 03242 by April 30, 2024, at 12:00 PM, when they will be opened publicly and read aloud. Contact person: Leo Aucoin, Highway Superintendent 603-428-7200.

Asphalt Rubber Surface Treatment

Locations with approximate Footage:

1. Western Avenue from Cote Hill Road to the town line. Approx. 7,250 feet.

Certified traffic control personnel and signage to be provided by the contractor, with the understanding that emergency vehicles and school buses will not be delayed.

The Town of Henniker requests that the work be performed by the successful bidder's own personnel. Any subcontractors must be pre-approved by the Road Agent.

Bid price proposals must be on the company letterhead clearly stating the unit price per foot or yard. The bid price shall include all increases for the duration of the contract with a completion date no later than September 1, 2024. No request for an increase in contract price shall be entertained by the Town of Henniker.

All work is to be done under the direction of the Highway Superintendent. The Town of Henniker reserves the right to modify road lengths. Additional work may be added by the Town.

The contractor will be required to provide an insurance certificate confirming the following insurance coverage: worker's compensation insurance as required by the State of NH; broad-form comprehensive general liability insurance in the amount no less than \$ 1,000,000 combined single limit per occurrence; and motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in the amount no less than

\$1,000,000 combined single limit per occurrence. The Town of Henniker shall be named as an additional insured on all policies.

The Board of Selectmen reserves the right to reject all bids and issue a new Request for Bids if less than three bids are received. The Board of Selectmen also reserve the right at their sole discretion to reject all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the Town's interest.

Bidders shall bid on specifications. However, deviation from specifications may be made but any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work; and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

The minutes of the meeting at which the selection is made shall indicate the bid selected and the factors upon which the selection was made. All major bids submitted must specify the time frame of bid quote amount and must guarantee bid amount for a minimum of thirty (30) days from bid opening date. This requirement must be included in all advertisements and written specifications issued by the Town of Henniker. Any increase in cost estimates following a bid award or signing of a contract shall be absorbed by the bidder.



All States Construction, Inc.

All States Materials Group®

PO Box 91
Sunderland, MA 01375
413-665-7021
www.asmg.com

ALL STATES CONSTRUCTION, INC.

It is the continuing policy of All States Construction, Inc. to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required by federal and state laws and regulations.

Equal employment opportunity applies to all personnel actions including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ALL STATES CONSTRUCTION, INC. shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause.

NON-COLLUSION STATEMENT

The undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Alan L. Chicoine, Vice President

ALL STATES CONSTRUCTION, INC.



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ASPHALT RUBBER SURFACE TREATMENT REFERENCES

Town of Yarmouth, MA	Highway Department 507 Buck Island Road South Yarmouth, MA 02673 Rob Angell Email: rdemello@yarmouth.ma.us \$ 859,349.46 / 2018	774.207.8090
Town of Granville, MA	Highway Department 707 Main Street Granville, MA 01034 Doug Roberts Email: dpwsuper@townofgranvillema.org \$ 229,173.25 / 2021	413.357.6007
Town of Moultonborough, NH	Highway Department PO Box 139 Moultonborough, NH 03254 Chris Theriault Email: ctheriault@moultonboroughnh.gov \$ 402,365.25 / 2023	603.253.7445
Town of East Haddam, CT	Highway Department PO Box 385 Moodus, CT 06469 Steve Hedler Email: pwsuper@easthaddam.org \$ 862,433.74 / 2022	860.873.5023
Town of Charlestown, RI	Public Works Department 4540 So. County Trail Charlestown, RI 02813 Alan Arsenault Email: publicworks@charlestownri.org \$ 145,723.20 / 2019	401.364.1230
Town of Rockingham, VT	Highway Department Bellows Falls, VT 05101 Andy Howarth Email: highway@rockbf.org \$ 183,172.08 / 2020	802-463-3964



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ASPHALT RUBBER EQUIPMENT

<u>Description</u>	<u>Year</u>	<u>Make</u>	<u>Model/Serial #</u>
Chip Spreader	2011	Etnyre	K6635
Chip Spreader	2015	Etnyre	K6932
Chip Spreader	2019	Etnyre	K7317
Flowboy	1999	MACK	RD688S039565
Flowboy	2016	MACK	GU713027208
Flowboy	2002	MACK	CV713001180
Flowboy	2016	MACK	GU713027209
Flowboy	2016	MACK	GU713027209
Distributor	2013	MACK	GU713016763
Distributor	2019	MACK/BEARCAT	GU713041686
Distributor	2017	MACK/BEARCAT	GU81303629
10 Ton Rubber Roller	1988	Hyster/C530	A91C3947J
10 Ton Steel Roller	1999	CAT	9XL00227/5HK6926
Pneumatic Roller	2014	CAT	LTJ00219
Pneumatic Roller	2016	BOMAG	BW11RH-5
Loader	2006	Kamatsu	68238

All Equipment is OWNED and not leased or rented.



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CORPORATION CERTIFICATE TO ACTION

I, **Heather Whittier**, do hereby certify:

THAT I am the Assistant Secretary of All States Construction, Inc., a Massachusetts Corporation, having its usual place of business in Sunderland, Massachusetts (the "Corporation").

THAT, the Directors of All States Construction, Inc. have adopted the following continuing and durable power of attorney resolution pursuant to Massachusetts General Laws Chapter 156B, Section 59:

VOTED: That **Richard J. Miller**, or **Alan L. Chicoine**, or **Gregory R. MacKenzie**, or any of them, is authorized and empowered to alone, make, enter into, sign, seal, and deliver on its behalf, all bids, offers, and resulting contracts and agreements on behalf of the Corporation and lawfully obligate it in connection therewith.


I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed and is in full force and effect as of this date; and that the said **Richard J. Miller**, **Alan L. Chicoine** and **Gregory R. MacKenzie** remain as authorized agents of the Corporation for all such purposes, without exception.

Seal

ATTEST:

April 30, 2024

Date


Assistant Secretary – Heather Whittier

AGENCY CUSTOMER ID: ALLSTAT-02

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY James P. Reagan Agency		NAMED INSURED All States Construction, Inc. 325 Amherst Rd. PO Box 91 Sunderland MA 01375	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.
Project: Chip Seal Bid 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by written contract or agreement	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by written contract or agreement	All completed operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO PHYSICAL DAMAGE LIMITS OF INSURANCE AND DEDUCTIBLE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO DECLARATIONS
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Limit Of Insurance: \$ 145,000

- A. The following provisions apply to **ITEM FOUR SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**, Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment) in the Business Auto Declarations.

Physical Damage Comprehensive Coverage and Physical Damage Collision Coverage Deductibles are changed as shown below:

PHYSICAL DAMAGE COMPREHENSIVE COVERAGE

\$	Deductible
For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (A maximum deductible will also apply. Refer to Coverage Form for details.)	
OR	
\$ 250	Deductible
For All Perils For Each Covered Auto (A maximum deductible will also apply. Refer to Coverage Form for details.) See ITEM FOUR for Hired or Borrowed Autos.	

PHYSICAL DAMAGE COLLISION COVERAGE

\$ 500	Deductible
For Each Covered Auto See ITEM FOUR for Hired or Borrowed Autos.	

The Declarations are amended to conform with the above provisions.

- B. Only with respect to covered "autos" that are leased, hired, rented or borrowed, **SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance, Paragraph 1.a.** is replaced by the following:
1. The most we will pay for:

- a. Any one "loss" to any one covered "auto" is the lesser of:
- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - (3) The Limit Of Insurance shown in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC WHEN REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

- A. Under a written contract or agreement with such person(s) or organization(s); and
- B. Prior to the "accident" or the "loss."

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

REQUESTED PER CONTRACT SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW

THIS FORM IS NOT APPLICABLE IN: NH, NJ, TX



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: 5/7/2024
TITLE: Plummer Hill Rd. Culvert Project
INITIATED BY: Leo Aucoin, Superintendent
PREPARED BY: Leo Aucoin, Superintendent
PRESENTED BY: Leo Aucoin, Superintendent

AGENDA DESCRIPTION: The Highway Superintendent put to bid the replacements of two culverts on Plummer Hill Road. The low bidder was United Construction Corp. of Newport, NH for the sum of \$19,990. I would like the Board to accept the bids and award the project to United Construction Corp.

Legal Authority:

Financial Details:

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion:

No formal action is required.

BID #: 10-2024

BID NAME: Plummer Hill Road Culvert Project

DUE DATE & TIME: April 18, 2024 @ 12:00 p.m.

BIDS OPENED BY: Leo Aucoin, Highway Superintendent & Helga Winn, Executive Assistant

Company	Address	Bid Amount
Apex Earthworks, LLC	8 Clay Street Hooksett, NH 03106	\$48,900
Preston Excavation, LLC	481 Weare Road New Boston, NH 03070	\$68,335
United Construction Corporation	PO Box 48 (250 N. Main Street) Newport, NH 03773	\$19,990
Hall's Excavation, Inc.	408 Mayhew Turnpike Bridgewater, NH 03222	\$48,645
R. E. Freeman & Sons, LLC	301 Shaker Road Concord, NH 03301	\$46,600

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Plummer Hill Road Culverts, Henniker, NH
- B. Proposal of: United Construction Corporation (hereinafter referred to as Bidder) organized and existing under the laws of the State of _____ doing business as a _____ (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

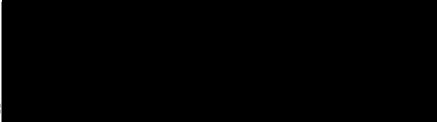
6. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
10. The contract completion date is September 30, 2024.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

Respectfully submitted:

Date 4/17/24

By  stine Martell, Corporate Secretary
(Signature and Title of Person Authorized to Sign Bid)

United Construction Corporation

(Name of Bidder)

250 N Main Street P.O. Box 48

(Business Street Address)

Newport NH

(City and State)

(603)863-1240

(Business Telephone Number)

(SEAL -- if Bid is by a corporation)

BID SCHEDULE

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Brief Description, Unit or Lump Sum Price in Both Words</u>	<u>Unit Price in Figures</u>	<u>Total Price in Figures</u>
1	1	Construct Culvert Project (LUMP SUM) nineteen thousand nine hundred ninety dollars and zero cents.	\$ 19,990.00	\$ 19,990.00

TOTAL BID

nineteen thousand nine hundred ninety dollars \$ 19,990.00
(WRITTEN) (FIGURES)



Proposal

From: United Construction Corp.
PO Box 48
250 N. Main St.
Newport, NH 03773
Phone: 603-863-1240

Project: HENNIKER PLUMMER RD
CULVERTS
Description: Culvert Replacements on Plummer
Road in Henniker NH
Bid Location: Plummer Road Henniker NH

ITEM	DESCRIPTION
01	Mobilization
02	Traffic Control
03	Install Town Supplied 24" Culvert and Pre-cast Headwalls
05	Install Town Supplied 30" Culvert and Pre-cast Headwalls
07	Prep and Pave 2" of 3/4" Binder Course and 1.5" of 1/2" Wearing Course

TOTAL BID: \$19,990.00

Signature: _____

BID FORM

PART I - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Plummer Hill Road Culverts, Henniker, NH
- B. Proposal of: Apex Earthworks LLC (hereinafter referred to as Bidder) organized and existing under the laws of the State of NH doing business as a individual (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

6. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
10. The contract completion date is September 30, 2024.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

Respectfully submitted:

Date April 16, 2024

By [Redacted] owner
(Signature and Title of Person Authorized to Sign Bid)

Apex Earth works LLC
(Name of Bidder)

8 Clay street
(Business Street Address)

Hooksett NH (City and State) (603) 715-6432 (Business Telephone Number)

(SEAL – if Bid is by a corporation)

BID SCHEDULE

Item No.	Estimated Quantity	Brief Description, Unit or Lump Sum Price in Both Words	Unit Price in Figures	Total Price in Figures
1	1	Construct Culvert Project (LUMP SUM) <u>48,900</u> dollars and <u>0</u> cents.	\$ <u>48,900</u>	\$ <u>48,900</u>

TOTAL BID

Forty eight thousand, nine hundred dollars \$ 48,900
(WRITTEN) (FIGURES)

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Plummer Hill Road Culverts, Henniker, NH
- B. Proposal of: Preston Excavation, LLC (hereinafter referred to as Bidder) organized and existing under the laws of the State of NH, doing business as a LLC (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

6. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
10. The contract completion date is September 30, 2024.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

Respectfully submitted:

Date April 17, 2024

By  _____
(Signature)

Ethan Preston - Preston Excavation, LLC
(Name of Bidder)

481 Weave Road
(Business Street Address)

New Boston
(City and State)

603 365-0558
(Business Telephone Number)

(SEAL – if Bid is by a corporation)

BID SCHEDULE

Item No.	Estimated Quantity	Brief Description, Unit or Lump Sum Price in Both Words	Unit Price in Figures	Total Price in Figures
1	1	Construct Culvert Project (LUMP SUM) _____ dollars and <u>00</u> cents.	\$ <u>68,335⁰⁰</u>	\$ <u>68,335</u>

TOTAL BID

Sixty Eight Thousand, Three Hundred dollars \$ 68,335⁰⁰
(WRITTEN) Thirty Five (FIGURES)

AGREEMENT

This Agreement is made between the Town of Henniker (Town) and _____ (Contractor), with a principal place of business at _____.

1. Services to Be Performed

Contractor agrees to perform the services described in the Bid Documents and Plans referenced below:

2. Payment

In consideration for the services to be performed by Contractor, Town agrees to pay Contractor the following total amount: _____.
Contractor shall be paid within a reasonable time after Contractor submits an invoice to Town. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Town will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Town's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Town agrees, as follows

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Town.

- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Town in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Town to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Town with proof that such payments have been made.

7. Insurance

Town shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage.
- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.
- Before commencing any work, Contractor shall provide Town with proof of this insurance and with proof that Town has been made an additional insured under the policies.

8. Indemnification

Contractor shall indemnify and hold Town harmless from any loss or liability arising from performing services under this Agreement.

9. Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

10. Term of Agreement

This agreement will become effective when signed by both parties and will terminate at the end of the Correction Period as described below. The Contractor agrees to complete the services required by September 30, 2024.

11. Terminating the Agreement

With reasonable cause, either Town or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

12. Exclusive Agreement

This is the entire Agreement between Contractor and Town.

13. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in New Hampshire. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in New Hampshire. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

15. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Town's prior written approval.

16. Applicable Law

This Agreement will be governed by New Hampshire law, without giving effect to conflict of laws principles.

Signatures

Town of Henniker, NH

Signature

Date

Contractor:

Ethan Preston



Date

4-7-1052019

Taxpayer ID Number

Included by reference: Bid Documents dated March 24, 2024.

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Plummer Hill Road Culverts, Henniker, NH
- B. Proposal of: Hall's Excavation Inc (hereinafter referred to as Bidder) organized and existing under the laws of the State of NH doing business as a Corporation (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

6. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
10. The contract completion date is September 30, 2024.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

Respectfully submitted:

Date 4-16-24

By [Redacted] President
(Signature of Authorized Person to Sign Bid)

Halls Excavation Inc
(Name of Bidder)

408 Mayhew Pk
(Business Street Address)

Bridgewater NH 03222 (603) 744-0904
(City and State) (Business Telephone Number)

(SEAL - if Bidder is a corporation)



BID SCHEDULE

Item No.	Estimated Quantity	Brief Description, Unit or Lump Sum Price in Both Words	Unit Price in Figures	Total Price in Figures
1	1	Construct Culvert Project (LUMP SUM) Forty eight thousand six hundred forty five dollars and zero cents.	\$ <u>48645.00</u>	\$ <u>48645.00</u>

TOTAL BID

Forty eight thousand six hundred forty five dollars \$ 48645.00
(WRITTEN) And zero cents (FIGURES)

AGREEMENT

This Agreement is made between the Town of Henniker (Town) and Hall's Excavation, Inc (Contractor), with a principal place of business at 408 Mayhew Lake Bridgewater, NH 03222

1. Services to Be Performed

Contractor agrees to perform the services described in the Bid Documents and Plans referenced below:

2. Payment

In consideration for the services to be performed by Contractor, Town agrees to pay Contractor the following total amount: 48645.00

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Town. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Town will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Town's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Town agrees, as follows

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Town.

- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Town in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Town to devote full time to the performance of the services required by this Agreement.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Town with proof that such payments have been made.

7. Insurance

Town shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles -- in the minimum amount of \$300,000 combined single limit per occurrence for bodily injury and property damage.
- Comprehensive or commercial general liability insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability, and cross-liability.
- Before commencing any work, Contractor shall provide Town with proof of this insurance and with proof that Town has been made an additional insured under the policies.

8. Indemnification

Contractor shall indemnify and hold Town harmless from any loss or liability arising from performing services under this Agreement.

9. Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

10. Term of Agreement

This agreement will become effective when signed by both parties and will terminate at the end of the Correction Period as described below. The Contractor agrees to complete the services required by September 30, 2024.

11. Terminating the Agreement

With reasonable cause, either Town or Contractor may terminate this Agreement, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.
- Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

12. Exclusive Agreement

This is the entire Agreement between Contractor and Town.

13. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in New Hampshire. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in New Hampshire. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

15. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Town's prior written approval.

16. Applicable Law

This Agreement will be governed by New Hampshire law, without giving effect to conflict of laws principles.

Signatures

Town of Henniker, NH

Signature

Date

Contractor:

CRAIG A. HALL Hall's Excavation Inc
Printed Name

Craig A Hall
Signature

4/16/24
Date

20-4475148
Taxpayer ID Number

Included by reference: Bid Documents dated March 24, 2024.

BID FORM

PART 1 - GENERAL

1.1 BID INFORMATION

- A. Project Identification: Plummer Hill Road Culverts, Henniker, NH
- B. Proposal of: R.E. Freeman & Sons, LLC (hereinafter referred to as Bidder) organized and existing under the laws of the State of NH doing business as a LLC (specify corporation; partnership; or individual).
- C. This Bid is Submitted To: Town of Henniker
- D. Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid price and within the contract times stated and in accordance with all other terms and conditions of the Contract Documents.
- E. Bidder accepts all of the terms and conditions in the Bid Forms and Specifications.
- F. Bidder hereby agrees that this Bid will remain subject to acceptance for sixty (60) days, excluding weekends and legal holidays, after the actual date of the opening of the Bid.
- G. Bidder hereby agrees to sign and deliver the required number of copies of the Agreement with the other documents required within five (5) calendar days after the date of Owner's Notice of Award.
- H. In submitting this Bid, Bidder represents and declares the following:
 - 1. Bidder has examined and carefully studied the Bid Documents.
 - 2. Bidder acknowledges receipt of the following Addenda (List Addenda by Addendum Number and Date):

Number	Date

- 3. Bidder has visited and carefully examined the site of the proposed Work and has become thoroughly familiar with and is fully satisfied as to the conditions that exist at the site; the character, requirements and extent of the proposed Work, and the difficulties in executing the work that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations and may affect cost, progress, performance and furnishing of the Work.
- 5. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data

concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

6. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site.
7. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
8. Bidder agrees to provide Performance and Payment Bonds equal to the contract value **IF** the bid exceeds \$125,000.
9. The Owner reserves the right to award the contract to a Bidder that is not the lowest responsible and responsive Bidder. Although the Bid price will be a substantial factor in the Owner's award, the final award will be based on the Owner's determination, in its sole discretion, of which Bid will be in the best interest of the Owner.
10. The contract completion date is September 30, 2024.

1.2 BID

- A. Prices shall be stated in words and figures. In case of discrepancy between price in words and price in figures; the words shall govern.
- B. Prices shall be typewritten or written by hand in ink.
- C. The subdivision of the proposed contract price is indicated on the following Bid Schedule. Bidder shall use the Bid Schedule when submitting Bid.
- D. This Bid must bear the written signature of the Bidder or an authorized agent of the Bidder. If the Bidder is a corporation or a partnership, the Bid must be signed by a duly authorized officer of such corporation or by a partner and the title of such office must be stated.

CONTINUED BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 5/7/2024

TITLE: Colby Crossing Rd Culvert Replacement

INITIATED BY: Leo Aucoin, Highway Director

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Leo Aucoin, Highway Director

AGENDA DESCRIPTION: Authorization to proceed with permitting and procurement to replace Colby Crossing Rd Culvert

LEGAL AUTHORITY: Policy III.1 Procurement

FINANCIAL DETAILS: \$10,960 Professional Services design, permitting, bid documentation. Cost of construction to be determined. Funding source opportunities Highway Block or Bridge Aid, highway budget.

BACKGROUND: The highway department needs replace the deteriorated CMP culvert with a new culvert that complies with the NHDES Stream Crossing Rules. The culvert is under Colby Crossing Road located near the closed bridge. The watershed area contributing to this culvert is about 100 acres, so the stream crossing would be classified as a Tier 1 crossing. Work also includes survey at the closed bridge to determine the right-of-way location.

KV Partners has submitted a Scope of Services Agreement to provide:

Task 1 – Survey and Base Plans	\$3,460
Task 2 – Preliminary Design	\$2,500
Task 3 – Final Design and Permitting	\$3,500
Task 4 – Bid Documents and Services	\$1,500
Total Professional Services:	\$10,960

TOWN ADMINISTRATOR COMMENT: Supports

HIGHWAY DIRECTOR COMMENT: Provided at meeting

SUGGESTED ACTION/RECOMMENDATION:

Suggested Motion:

Motion to authorize Town Administrator to sign the KV Partners Scope of Services for Colby Hill Crossing Culvert agreement dated April 4, 2024.

April 4, 2024

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

Re: Colby Crossing Road Culvert – Engineering Services for Design and Permitting

Dear Mr. Aucoin:

KVPartners is pleased to submit this Task Order to provide professional engineering services for this project under our current Professional Services Agreement with the Town of Henniker. All terms and conditions specified in the Agreement apply to this Task Order. It is understood that the Town desires to replace the deteriorated CMP culvert with a new culvert that complies with the NHDES Stream Crossing Rules. The culvert is under Colby Crossing Road located near the closed bridge. Watershed area contributing to this culvert is about 100 acres, so the stream crossing would be classified as a Tier 1 crossing. Work also includes survey at the closed bridge to determine the right-of-way location.

1. SCOPE OF SERVICES

Task 1 - Field Survey and Base Plans

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

Culvert Survey

- Establish NAVD88 and horizontal NAD83;
- Obtain location, pavement, centerline, utilities, etc..;
- Obtain topographic information within the project limits at one-foot contour;
- Topography to extend 125' from center line of the culvert along road centerline in each direction;
- Topography to extend 5' past edge of roadway;
- Topography to extend 100' from culvert at centerline of the road up & down stream approximately 50' wide;
- Definition and Location of Wetlands Flags;
- Approximate boundary;
- Establish benchmarks;
- Deliverable is an AutoCAD base plan;

Bridge Removal Property Line Survey

- Establish NAVD88 and horizontal NAD83;
- Obtain location, pavement, centerline, utilities, etc.;
- Obtain topographic information within the project limits at one-foot contour;
- Topography of the bridge;
- Topography to extend 125' from center line of the bridge along road centerline in each direction;
- Topography to extend 5' past edge of roadway;
- Topography to extend 25'; past the bridge.
- No wetlands present;
- Boundary lines in vicinity of the bridge;
- Establish benchmarks;
- Deliverable is an AutoCAD base plan;

Task 2 – Preliminary Design

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

- ***Site Visits***

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

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

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

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

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

- ***Plan Development***

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

- ***Coordination Meetings***
During this phase of work, the project team will meet with Town officials as needed to develop project goals, design objectives and to refine concepts for final design.
- ***Cost Estimate***
An estimate of probable construction costs will be developed for consideration. Costs will be derived from recent bidding experience and standard unit prices.

Task 3 - Final Design

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

- ***Final Design Plans***
 - Cover Sheet
 - General Notes and Legend
 - Construction Plan (1 sheets)
 - Construction Details (2 sheets)
- ***Permits***
The purpose of this task is to coordinate the design with regulatory officials and prepare and submit permits. All permit fees will be paid by the Town.
 - Prepare and submit a Standard Dredge and Fill Wetlands Application (Minor Impact) including a narrative, photos, required research, etc. and required plans for a Tier 1 stream crossing.
 - Respond to comments/questions from DES representatives and revise the design accordingly.
- ***Cost Estimate***
Prepare an estimate of probable construction costs for the project using unit quantities developed for the general bid as the basis of the estimate.
- ***Coordination Meetings***
Meet with Town staff to discuss project progress and identify specific requirements for incorporation into the final plans.

Task 4 – Bid Documents and Bidding Services

Specifications and Bid Forms

Prepare contract forms, bidding requirements and technical specifications (bid documents) in a form suitable for public bidding. Specifications will be CSI format with KV Partners General Conditions (short form) and Plans will be completed in accordance with KV Partners drafting standards.

Bidding Assistance

The Town of Henniker will publicly bid this project. For the bid, KV Partners will place advertisements in local newspapers (advertising costs to be paid by the Town) and trade publications, will distribute plans and specifications to the Town and trade organizations (3 copies total), will attend a pre-bid meeting, will review the bids for accuracy, and will review bonds and applicable contract requirements to determine which bid is in the best interest of the Town. We will distribute plans and addendums to prospective bidders in PDF form. If hard copies are required, we will distribute them at \$75 per set with printing costs to be paid by the bidder. If an appropriate bid is received, KV Partners will recommend the Town enter into a contract with the selected contractor.

Information and services to be provided by the town and assumptions

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

- Provide access to available records, information and data necessary to perform the services as described herein.
- Arrange for access to and make provisions for KVPartners to enter public and private properties, as required, to perform the services as described herein.
- Construction services are not included in this agreement.

2. SCHEDULE

Survey, design and permit filings will be completed within 12 weeks of authorization to proceed.

3. FEE AND PAYMENT

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

Task	Fee Amount
Task 1 – Survey and Base Plans	\$3,460
Task 2 – Preliminary Design	\$2,500
Task 3 – Final Design and Permitting	\$3,500
Task 4 – Final Design and Permitting	\$1,500
Total Professional Services:	\$10,960

Mr. Aucoin
April 4, 2024
Page 5 of 5

4. ACCEPTANCE

If this Agreement meets with your approval, please sign and date the Agreement as indicated below. Please return one copy of this Agreement to my attention at P.O. Box 432, New Boston, NH 03070. If you have any questions or need any additional information, please feel free to contact me at 603-731-1562 or mvignale@kvpllc.com. Thanks!

Sincerely,

KV Partners LLC



Michael S. Vignale, P.E.
Principal Engineer

Town of Henniker, New Hampshire

Date



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 5/7/2024

TITLE: PSNH – Eversource Appeal

INITIATED BY: Legal

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Appoint board representative for PSNH mediation for appeal of values 2017,2018,2019

LEGAL AUTHORITY: [RSA 41:8](#); PSNH v Town of Henniker, Docket Nos: 217-2018-CV-00524; 217-2019-CV 00579; and 217-2020-CV-00413

FINANCIAL DETAILS: N/A

BACKGROUND: See attached

TA COMMENTS: No comment

SUGGESTED ACTIONS / MOTIONS:

Motion to appoint _____ to appear on behalf of the Town for PSNH case mediation.

Russell F. Hilliard
James F. Raymond
Barton L. Mayer
Heather M. Burns
Lauren Simon Irwin
Michael S. McGrath*
Jeanne S. Saffan**
Susan Aileen Lowry
Michael P. Courtney*
Nathan C. Midolo***
Brooke Lovett Shilo
Todd C. Fahey
Stephanie J. Thomson****
Laura M. Dudziak
Timothy J. Sullivan
Madeline K. Osbon



Serving New Hampshire since 1908

Of Counsel
Thomas W. Morse
Jeffrey R. Crocker

* Also admitted in MA
** Also admitted in MA & NY
*** Also admitted in MN
**** Also admitted in VT

March 11, 2024

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

Re: PSNH v. Town of Henniker; Docket Nos.: 217-2018-CV-00524; 217-2019-CV-00579; and 217-2020-CV-00413

Dear Board Members:

As part of the Superior Court litigation currently pending, the parties are required to attend mediation. Given the volume of Towns involved in these cases, we have set aside May 20-22 for mediation, which will occur at the offices of the New Hampshire Municipal Association, located at 25 Triangle Park Drive, in Concord, NH. The mediation will involve every Town that is part of the litigation. While we will appear and represent the Town, a representative of the Town must be present as well. As we get closer to the dates, we will notify you specifically on which day the Town representative will need to appear.

Please notify us as soon as possible who will be appearing on behalf of the Town. If you have any questions or concerns, please do not hesitate to call. Thank you.

Sincerely,

Timothy J. Sullivan

Timothy J. Sullivan
(603) 224-7791
tsullivan@uptonhatfield.com

TJS/cab

10 Centre Street, Concord, NH 03301
Concord – Peterborough – Portsmouth

PAST MEETING MINUTES

DRAFT

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



**Town of Henniker
Board of Selectmen Meeting
Tuesday April 16, 2024 6:00 PM
Henniker Community Center**

- Members Present:** Vice-Chairman Bill Marko, Selectman Peter R. Flynn, Selectman Neal Martin, Selectman Jeff Morse
- Member’s Excused:** Chairman Kris Blomback
- Town Administrator:** Diane Kendall
- Recording Secretary:** Hank Bernstein
- Guests:** Sherry Bradstreet, Finance Director; Matt French, Police Chief; Leo Aucoin, Highway Superintendent; Jim Morse, Fire Chief; Greg Aucoin, Rescue Chief Greg Aucoin; Kirk Spofford

6:00PM LEGAL

Prior to the meeting the Board of Selectmen consulted with legal counsel per RSA 91-A:2. Meetings for consultation with legal counsel are not open to the public.

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Vice-Chairman Bill Marko opened the meeting with recitation of the Pledge of Allegiance and called the meeting to order at 6:21pm.

ANNOUNCEMENTS

- Henniker Spring Clean Up Day has been changed to May 4th 8 AM-Noon in cooperation with New England College. For more information contact the Chamber of Commerce- (603)428-3198 <https://www.henniker.org/site-home/events/25571>.
- Main St Project: On April 23 at 6:00pm at the Henniker Community Center, representatives from Central NH Regional Planning will present data and findings from a study of traffic volumes, speed data, pedestrian counts, pedestrian crossing locations, and parking utilization. The Henniker Selectboard and the Economic Development Committee seek public input on current conditions and needs of the Main Street area and evaluate options for making improvements that may better fit the present and future needs of the community. All unique perspectives from stakeholders, engaged citizens, businesses, organizations, and people of all ages are invited to attend and participate in this public forum. Light refreshments will be provided.
- Congratulations Greg Aucoin for completing the Boston Marathon!

CONSENT AGENDA

Item #1 - Selectman Flynn motioned to approve the Consent Agenda April 16, 2024, seconded by Selectman Martin. The motion passed, unanimously.

PUBLIC COMMENT #1

No public comment.

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

NEW BUSINESS

Item #2 - Matt French, Police Chief – Disposal of Property

Chief French explained that the 2011 Ford Expedition and the 2017 Ford Explorer are beyond useful service life. Both vehicles have been stripped of equipment thanks to the Highway Department. **Selectman Morse moved to authorize the Police Chief to dispose of the 2011 Ford Expedition and the 2017 Ford Explorer for bid at the State of NH Surplus Auction at White Farm, Selectman Flynn seconded. Motion carried unanimously.**

Chief French notified the Board the Highway Safety Committee will be meeting April 29th at 6 PM at the Community Center. The committee will address issues and complaints about Ramsdell Rd. TA Kendall reminded the board and the public the Highway Safety Committee meets at the request of the board and does not hold regular meetings.

Item #3 - Leo Aucoin, Highway Supt. – 2024 Mowing Bid Award Request

Supt. Aucoin recommended Field Works of NH who have done an exception job of mowing our town since 2020. Discussion ensued. **Selectman Flynn moved to accept and award the bid to Field Works of New Hampshire for a sum not to exceed \$27,524 and give the Highway Superintendent the authority to enter into the agreement, seconded by Selectman Morse. Motion carried unanimously.**

Item #4 - Leo Aucoin, Highway Supt. – Old Concord Rd Culvert

Supt. Aucoin explained some culverts have reached the end of useful life.

- A culvert on Colby Crossing has failed and sand is starting to fall behind it. Supt. Aucoin contacted KV Partners about permitting.
- Aucoin issued a bid for two pipes on Plummer Hill Rd.
- . A culvert on Old Concord Rd for Keyser Pond flow is beyond repair and damage to the road is developing. KV Partners have submitted a scope of services agreement for design, permitting, and RFP services. Aucoin expects to begin construction this fall.

Vice-Chairman Marko asked how the culvert installation on Old Concord Rd will affect traffic. Supt. Aucoin explained the road will be closed during construction. The businesses in that area will be inconvenienced for a couple of weeks but the payoff will be worth the wait. **Vice-Chairman Marko moved to authorize Town Administrator to sign the KV Partners Scope of Services for Old Concord Rd agreement dated April 12, 2024; Selectman Flynn seconded. Motion carried unanimously.**

Item #5 - Board of Selectmen Special Procedural Town Meeting

TA Kendall explained she discovered a minor procedural irregularity with the annual town meeting held on March 16th. To cure this irregularity a special town meeting will be held with the sole warrant article of *“to see if the town will vote to ratify the results of the March 16, 2024, annual meeting even though the posting requirements were not met”*. A public hearing will be held on Tuesday April 30th, 2024, at 6:30 PM at the Community Center to explain the irregularity. Discussion ensued. **Selectman Martin moved to call a special procedural town meeting, in accordance with RSA 31:5-b on May 21, 2024, at 6:00pm and to support the single warrant article “to see if the town will vote to ratify the results of the March 16, 2024, annual meeting even though the posting requirements were not met” . Selectman Morse seconded. Motion carried unanimously.**

CONTINUED BUSINESS

Item #6 - Diane Kendall, TA –III.1 Procurement Policy

TA Kendall explained III.1 Procurement Policy has been tabled for about a year and she recognizes the importance of updating this policy. That last time it was revised was in 2008. TA Kendall will be working with the Finance Director and aim to have a first draft by June 18th and implementation by July 16th.

DRAFT

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

Item #7 - James Morse, Fire Chief – Bid Award Request, Fire/Rescue Building Generator

Chief Morse explained he received two bids for the generator. Chief Morse recommended the low bidder Gemini Electric Inc. Discussion ensued. **Selectman Martin moved to award the EOC generator bid to Gemini Electric, Inc. in the amount of \$53,717. No purchase will be made until Governor and Council approval is obtained. Funds exceeding the grant amount to come from the expendable trust fund or fire department budget.**

Item #8 - James Morse, Fire Chief and Greg Aucoin, Rescue Chief - Request to appropriate Rescue Department portion of Fabian McCloskey donated funds.

Chief Aucoin came before the board to discuss appropriation of donated funds. The Rescue Department is seeking to use a portion of their share, \$33,772.64, of the McCloskey donated funds toward the accessories and fit up of the combined use UTV. The total balance due for the unit is \$10,978.84 of which \$7,207.20 will come from Rescue share of donated fund. Discussion ensued. TA Kendall recommended giving the Rescue Department full discretion in the use of these funds. **Vice-Chairman Marko moved to allow the Rescue Department discretion in use of the \$33,772.64 from the McCloskey donation; any purchase that meets the threshold of the procurement policy to come before the board. Selectman Martin seconded. Motion carried unanimously.**

PAST MEETING MINUTES

Item #9 - Board of Selectmen Meeting Minutes April 2, 2024, 6:15pm

Vice-Chairman Marko noted a typographical error. **Selectman Martin moved to accept the minutes as corrected, seconded by Selectman Flynn. Motion carried unanimously.**

COMMUNICATIONS

Item #10 - Town Administrator Report

TA Kendall reported on:

- Assessing
- Landfill Water Quality and Post - Closure Monitoring
- Solid Waste and Recycling Committee
- Hazard Mitigation Plan Update
- Old Concord Rd Fire Pond Status
- Wastewater
- Cogswell Water
- Finance Department
- Parks and Properties
- Craney Hill Communications Tower
- Complaints
- Right-to-Know Requests
- Code Enforcement
- ICMA Conference Local Government Reimagined

https://www.henniker.org/sites/g/files/vyhlf5391/f/agendas/04.16.24_ta_report.pdf

Item #11 - Correspondence

No remarks from the board

Item #12 - Department Reports

No remarks from the board

Item #13 - Selectmen Reports

Vice-Chairman Marko reported on the Energy Committee. They discussed the revitalization of the decorative streetlights and Community Power.

Selectmen Martin and Morse, nothing to report.

Selectman Flynn reported the Athletic Committee Posted for April 15th had no attendance.

DRAFT

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PUBLIC COMMENT #2

No public comment.

ADJOURNMENT

Selectman Martin motioned to adjourn at 7:45 PM, seconded by Selectman Flynn. The motion passed, unanimously.

Respectfully submitted,

Hank Bernstein
Minute Taker

Minutes Approved:

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 and Public Hearing**

**Tuesday April 30, 2024 6:30 PM
Henniker Community Center**

- Members Present:** Chairman Kris Blomback, Vice-Chairman Bill Marko, Selectman Peter Flynn, Selectman Neal Martin, Selectman Jeff Morse
- Member’s Excused:**
- Town Administrator:** Diane Kendall
- Recording Secretary:** Hank Bernstein
- Guests:** See attached Sign-In Sheet

I. 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 6:30pm.

II. PUBLIC HEARING

Chairman Blomback opened the public hearing for a special town meeting and read the public notice (attached). Kendall explained procedural error; the MS-636 budget form was not posted with the warrant 14 days or more before the annual meeting.

Chairman Blomback opened discussion to public comment.

Lori Marko, of Evergreen Circle, asked about the date posted on the MS-636 document. Kendall explained.

Hearing no further comments from the public, Chairman Blomback closed the hearing to public comment.

Vice-Chairman Marko moved to hold a Special Town Meeting at 6 PM at the Henniker Community Center on Tuesday May 21st, seconded by Selectman Flynn. Motion carried unanimously.

III. OTHER BUSINESS

Vice-Chairman moved to approve the consent agenda before the board on April 30th, 2024, seconded by Selectman Martin. Motion carried unanimously.

IV. ADJOURNMENT

Selectman Flynn motioned to adjourn at 6:46, seconded by Selectman Morse. The motion passed, unanimously.

Respectfully submitted,

Hank Bernstein
Minute Taker

Minutes Approved:

TOWN ADMINISTRATOR REPORT



"The only Henniker on Earth." Office of the Town Administrator

To: Board of Selectmen, employees, volunteers, and Town of Henniker
From: Diane Kendall, Town Administrator
Date: May 7, 2024
Ref: **Town Administrator's Report**

Hazard Mitigation Plan Update: The first meeting HMC meeting was held Monday April 29 the Town Office conference room with a link for people to participate remotely. The participants included appointed department heads or their delegate; invited stakeholders and interested members of the public. Tasks included:

- Review Declared Disasters and Public Assistance dollars to Henniker, 1973-2024
- Develop New Natural Hazard Identification and Risk Assessment (HIRA) Rating
- Group consensus activity- how intense will natural hazards be in 10 Years
- Begin to Identify RECENT PAST Hazard Events in Henniker, 2019-2024

The next work session is Monday May 13 at 9:00am at the Town Hall and virtual link.

Main St Forum: Central NH Regional Planning and the Henniker Economic Development Committee conducted a Public Forum to present Main St traffic, pedestrian, and parking data and to hear public input on current conditions and needs of the Main Street area and evaluate options for making improvements that may better fit the present and future needs of the community. CNHRPC collected comments and suggestions and will return recommendations to the EDC and Board of Selectmen.

Highway Safety Committee: The Highway Safety Committee convened on April 29th at the Community Center. The Committee heard concerns and recommendations to increase safety, decrease speed and pass through traffic on Ramsdell Rd. The Committee recommended soliciting the assistance of Central NH Regional Planning to include the intersection of Main St, Old Concord Rd and Ramsdell Rd in the scope of the current analysis of traffic and pedestrian safety of Main St. I will follow up with a meeting with the Town Planner and CNHRPC and report back.

White Birch CDBG Application: Community Development Block Grant (CDBG) funds are available for projects that primarily benefit (at least 51%) low- and moderate-income people. CDBG funds are available for housing, public facilities, economic development, and emergency funds, also planning grant funds. Only a municipality can apply for CDBG funds, but there is most often a subrecipient of the funds. In this case White Birch would be the subrecipient. Of the grant request funds, expected to be \$500,000, approximately \$30,000 would be set aside for administrative and labor compliance costs and the rest is sub granted to the subrecipient for the improvements. The **administrative costs are so the project does not cost the municipality funds**. Administrative costs include grant writer, a grant administrator consultant, town legal costs to review documents, advertising costs, and contribution to a Single Audit if the Town needs one. Administration costs can pay for town time employee time associated with the grant.

If the town is interested in submitting a CDBG application with White Birch as the sub applicant, we need to hold a public hearing in June. CDBG applications are due at the end of July. Marc McMurphy and grant representative are scheduled to meet with the Board of Selectmen on May 21 to explain further.

Old Concord Rd Fire Pond Status: Work is progressing well at the fire pond and Accura has submitted their first Pay Application which was approved by the project manager Mike Vignale. We also needed to hire a wildlife biologist to work with the contractor regarding the endangered species out there (turtle).

Finance Department: Sherry Bradstreet, Finance Director attended the NH Government Finance Officers annual conference. Topics included:

- Government Accounting Standards Board pronouncements
- Federal Reserve Interest Rate
- NH Retirement System Earnable Compensation and Employee Reporting

- NH Department of Labor overview of laws regarding payment of wages
- Effective Employee Handbooks: best policies and practices
- Ethics for Finance Officials
- DRA required forms
- Legislative happenings

2024 Local Officials Workshop: The Executive Office attended the 2024 Local Officials Workshop via virtual connection on May 4th. Topics included:

- Governance & Select Board Authority / Other Official Relations
- Right-to-Know Law: Meetings/Nonpublic Sessions
- Effective Meetings/Freedom of Speech/Civility
- Conflicts of Interest
- Governmental Records, Retention of Records, Remedies under the Right-to-Know Law

Merrimack County Community Power: This county-wide approach helps to streamline access to Community Power benefits and savings, while maintaining full control, in two ways:

1. Once the program is launched, electric customers within the county may elect to join into the program and benefit from lower rates and expanded energy choices; and
2. **Towns that choose to participate by a majority vote of their select board may choose Merrimack County Community Power as the default electricity supply option.**

The Public Utilities Commission has officially approved the County's Program request. The county will be hosting two onboarding meetings for municipalities interested in joining County Community Power. And I will invite representatives from MCCP and the County to speak to the Board of Selectmen.

Perambulation: The project stalled over the winter; seeking volunteers and Selectmen to re-start the process.

Special Town Meetings and Elections: I met with the Town Clerk, Moderator and Supervisor of Checklist Lori Marko to discuss set up and plan for the special town meeting on May 21st.

We also clarified the application process for election volunteers. People seeking to volunteer as a ballot clerk or general election volunteer should see the Town Clerk for an application. General volunteers (non-ballot clerks) will be appointed by the moderator. Applications for Ballot Clerks will be assessed, reviewed, and approved by the three election officials and submitted for appointment via the Board of Selectmen Consent Agenda.

Other projects: Seeking legal assistance with property deeding and code enforcement. Solid Waste and Recycling ordinance and fee update; request reimbursement for Communications Tower; Wastewater grant application; assisting Azalea Park with information for funding request; ARPA fund reconciliation and final allocation requests; procurement policy.

Other Information for residents, staff, and officials:

- [NHMA Newslink](#)
- [Business and Economic Affairs 2024 Planning and Zoning Conference May 11, 2024](#)

Warm regards,

Diane Kendall

Town Administrator

Why adopt Merrimack County Community Power?

Merrimack County Community Power, a member of the New Hampshire Community Power Coalition, offers a way for their towns/cities to adopt Community Power in a streamlined and easy fashion. The County and each town/city has the ability to increase community control, enable greater energy choice, and bring real savings to ratepayers! Community Power creates more choices for customers, utilizes collective buying power to drive down cost, and offers the local control needed to allow New Hampshire communities to chart their own energy futures.

❖ Streamlined Access and Minimized Regulatory Burden –

- Merrimack County has accepted the administrative and regulatory approval burdens on behalf of participating towns/cities
- Joining Merrimack County Community Power offers a fast-track approach for towns/cities in the county, allowing them to enjoy the benefits of community power in a simple and straightforward manner

❖ Competitive Rates –

- Community Power offers lower supply rates than local utility, as well as offers additional affordable choices to electricity customers based on their own personal energy goals

❖ Local Control –

- Community Power is managed and overseen by member Counties, Towns, and Cities. Representatives on CPCNH Boards ensure interests are represented and voices heard.
- Community Power is a nonprofit organization which generates member-owned reserve funds to keep rates stable and low over time, and to reinvest back into initiatives that will benefit Merrimack County.



COUNTY OF MERRIMACK

333 DANIEL WEBSTER HIGHWAY, SUITE 2
BOSCAWEN, NEW HAMPSHIRE 03303-2415
(603) 796-6800 FAX: (603) 796-6840
www.merrimackcounty.net

PRESS RELEASE

February 6th, 2024

Contact: Jessica L. Riendeau, Community Relations Coordinator, jriendeau@merrimackcounty.net

Merrimack County joins Community Power Coalition of New Hampshire

Boscawen, NH – In December 2023, the Merrimack County Board of Commissioners voted to join the Community Power Coalition of New Hampshire, a statewide nonprofit electricity supplier created by counties and municipalities. In doing so, the Merrimack County Community Power Committee was established, with the goal of assisting electric customers throughout the county in saving money on their power bills, while expanding clean energy options.

This county-wide approach helps to streamline access to Community Power benefits and savings, while maintaining full control, in two ways:

1. Once the program is launched, electric customer within the county may elect to join into the program and benefit from lower rates and expanded energy choices; and
2. Towns that choose to participate by a majority vote of their select board may choose Merrimack County Community Power as the default electricity supply option.

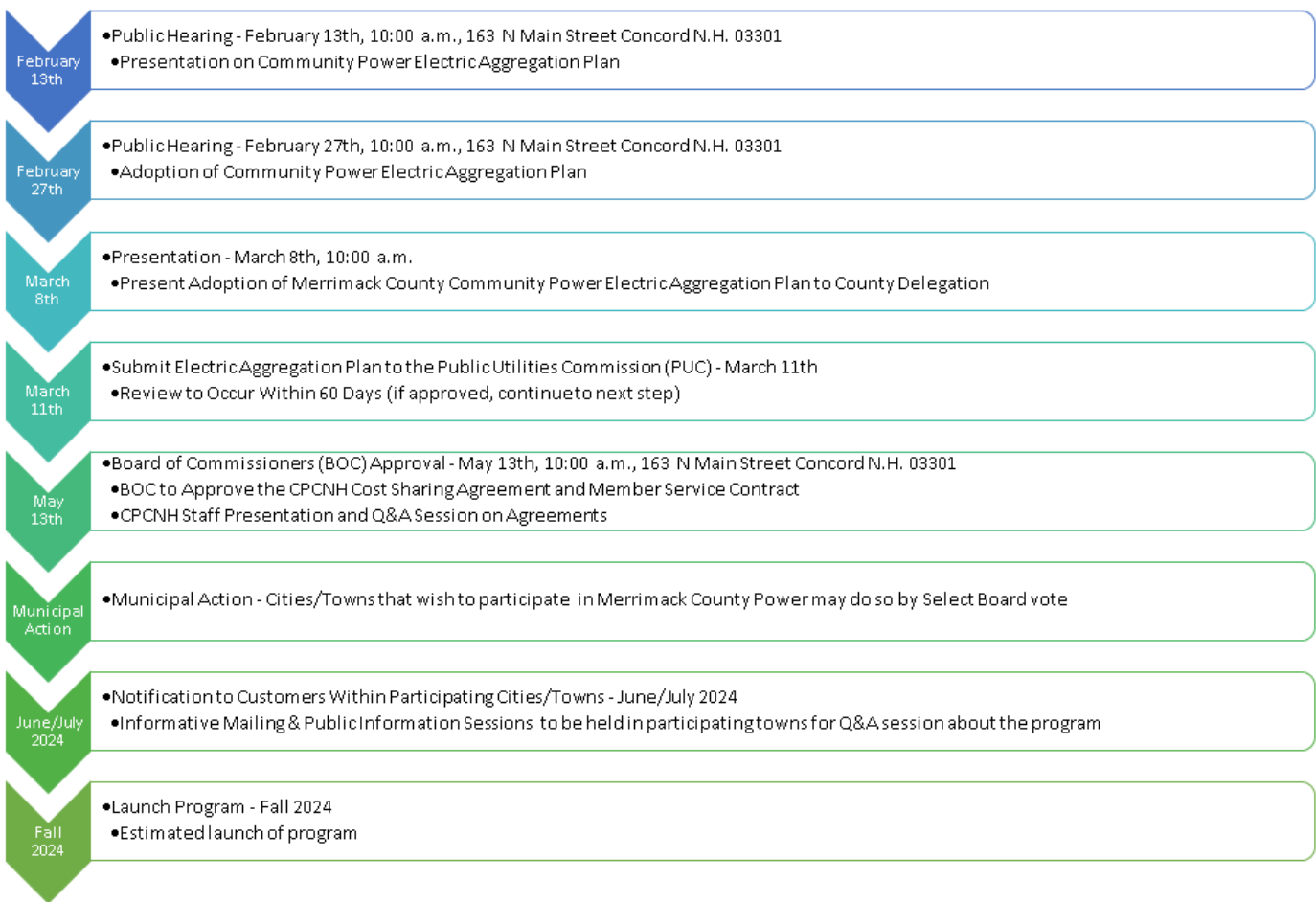
The Merrimack County Community Power Plan is an electricity supply program that, upon launch, will be available on a voluntary opt-in basis to all electric customers within the county. Merrimack County Community Power will also offer electricity supply service on an opt-out basis directly for municipalities that request, by majority vote of their respective governing bodies, to participate in Merrimack County Community Power. The intent of the program is to lower energy costs, expand energy options, and to avoid the staff time, expense, and administrative/regulatory efforts required to initiate programs by municipalities individually.

For municipalities electing to take opt-out service, initial participation in Merrimack County Community Power can be declined by customers, after which enrollment becomes voluntary. Customers are mailed notifications prior to enrollment, may decline to participate, and may choose to switch back to the utility or to take service from a competitive electric power supplier at any point in

time without fee or penalty.

The county will be holding two separate public hearings in February to present and adopt the [Merrimack County Community Power Electric Aggregation Plan](#) (click to view). More information on the Community Power Coalition of New Hampshire can be found [here](#) (click to view), including the current [Community Power Rates](#) (click to view). Merrimack County encourages public comment on this important initiative.

Merrimack County Community Power Committee: Timeline for Joining Community Power Coalition of New Hampshire



CORRESPONDENCE

April 18, 2024

To the Henniker Board of Selectman,

I am writing to you about the proposal for the Main Street forum, Economic Development “project”. Initially, I am against the project advancing any further than its current stage. I am not against it completely however; I am puzzled as to why other greater projects with vaster safety concerns are not considered and/or addressed first.

Main street is not nearly as busy as Route 114 by New England College. New England College (NEC) brings in a little over of one thousand (1,000) students on a daily basis and is also positioned on a major trucking route. Therefore, the College should take priority if the town is looking for a project to help bring clarity and safety to drivers and pedestrians.

Before going any further, maintenance of the sidewalks, cross walks, signage and lighting is all the responsibility of the town. NOT the College. Yes, it would be advantageous if the town could work with the College to help offset any incurred costs however, it’s not solely NEC’s responsibilities to maintain these items. These items are located on town property. Again, this is why I am proposing that if the town is looking for a project, then the sidewalks, cross walks, signage and lighting should take priority along RT114, from the bridge up to the town hall over Main street.

Coming from experience, Plymouth college, UNH, even Pelham and Keene Highschool have all updated their crosswalk signages. Yes, the dreaded blinking LED crosswalk light. In my opinion, the town needs to update those crosswalk signs so that students and other pedestrians crossing RT114 can safely signal that they need to cross. Students and pedestrians should have the right to feel safe crossing RT114, knowing that once they press a button to activate flashing lights, they can then attract drivers to safely cross.

Recently, I spoke with Dan at NEC who is the Assistant Vice President Capital Facilities Manager for the College, and he expressed that the sidewalks in front of the library are particularly in rough shape. For example, the curbing is gone and water from RT114 runs on them on wet days and there’s no distinction between what’s the sidewalk and RT114 like down by the bridge. Additionally, the lighting is outdated which makes it difficult to see at night. However, he agreed that it’s also terrible from the bridge up to town hall. It’s all outdated. Henniker knows that the light post needs to be updated to a more modern light, not the god-awful yellow that makes it harder to see at night or in the fog. Henniker added solar crosswalk signs up by the post office, it can and should also be done by the college and in town.

Concluding this message, I am ending it like this: The Road Management Committee’s function is to support the Highway Department and Selectmen in the maintenance and building of the transportation infrastructure system of the Town of Henniker. This support includes providing advice on scheduling, work priorities, materials, design, contracting and any other responsibilities of the Highway Department. Assist the Road Agent with planning and prioritizing projects based on estimates and other important factors such as traffic and roadway significance. Selectman, please use this model that the town adopted in 2017 for any projects going forward that has worked great in the towns favor. Again, I’m not against this project however, there are more important projects with considerable safety concerns in town that need to be prioritized.

Respectfully -Michael Flecchia



New England Forestry Consultants, Inc.

DENNIS MCKENNEY & HUNTERR PAYEUR
CONSULTING FORESTERS, LAND SURVEYOR, & PESTICIDE CONTROLLER

April 25, 2024

Town of Henniker
Board of Selectmen

RE: Complaint Regarding RFP No. 09-2023

To Whom It May Concern,

My name is Huntter Payeur, LPF 499 & SIT 734, and I am a licensed forester, surveyor-in-training, and pesticide applicator for New England Forestry Consultants, Inc (NEFCo). On July 18, 2023, I submitted a bid, on behalf of NEFCo, for forestry management plans and services per RFP No. 09-2023. The contract was awarded September 7, 2023, but we were never contacted as to whether our bid was accepted or rejected. On January 25, 2024, I checked in with the Hank Bernstein, Land Use and General Administrative Assistant, about the bid results, as I had not yet heard a response. Hank sent me a link to the "2023 Bids and RFPs" to check.

Checking the bid results was extremely disconcerting because there was only one other bid and it was not as competitive as ours. NEFCo's bid for the forest management plans was \$5,981.10 and rate for timber harvest commissions was 14%, while the awarded bid was \$7,920 and 20%, respectively. Not only did NEFCo have more competitive rates, but our services also included land surveying and invasive species control. After realizing NEFCo lost the bid, despite having more competitive rates, I responded to Hank to request clarification as to why our bid was not selected. He stated that he would forward our emails to the Conservation Commission, who would likely talk about it during their February 7, 2024 meeting. As we have still not received a reason as to why our bid was not accepted, we are unable to understand the selection process, especially since all other contracts awarded from the Town of Henniker appear to get awarded to the most competitive bid.

Per the NH Municipal Association regarding conduct for a public bidding process:

"When a town decides to use competitive bidding, it must be conducted fairly. The town can reject all bids, but if it decides to accept one over the others, it must choose the "lowest responsible bidder" who has complied with all the terms of the RFP, without showing favoritism. *Curran, Inc. v. Auclair Transp. Inc.*, 121 N.H. 451 (1981). That does not mean that the lowest bidder in dollar amount must be accepted in all cases; if that low bid has not responded to all terms of the RFP, or has proposed materials that are different from those specified, or if the bidder cannot meet a required condition, such as provision of a performance bond, it may be rejected. All bidders must be treated fairly and equally with respect to the town's competitive bidding procedures, such as receiving notice. *Irwin Marine, Inc. v. Blizzard, Inc.*, 126 N.H. 271 (1985)."

Having not been given the courtesy of a notice to the results or of any questions regarding our more competitive bid, this leads us to question if our bid was given proper consideration. NEFCo would appreciate an inquiry into this matter and would like to receive a response as to why we were not awarded this contract.



Respectfully,



Huntter Payeur
Phone: 603.970.1598
Email: hpayeurNEFCo@gmail.com

Shaun Lagueux, President
Phone: 603.481.2549
Email: shaunlagueux@gmail.com

Diane Kendall

From: Mitch, Mark [REDACTED]
Sent: Monday, April 29, 2024 6:06 PM
To: [REDACTED] Diane Kendall; hgreen.nh; Helga Winn; Henniker Selectboard
Subject: NEFCO Forestry RFP proposal
Attachments: NEFCo - Henniker Forestry Proposal.pdf

Hi Hank,

I am responding to your request for the more information on why NEFCO was not awarded for Forestry Management Services with the town of Henniker.

I apologize for the miscommunication and take responsibility for not reaching out earlier. I had emailed a response earlier but it looks like it didn't go to the right email address.

Here is the reasoning for the Henniker Conservation Commission's decision not to award the forestry management services based on NEFCO's proposal.

The RFP for the forestry management services laid out the following requirements.:

"Cost Proposals — Each interested firm shall submit a detailed cost proposal which responds to the following minimum requirements:

1. Pricing information for Forest Management Services, such as hourly basis, by acre, negotiated fee for service per project, or some other methodology.
2. Pricing for a five year contract, renewable for a year at a time after the five years."

The decision not to award the forestry management services contract to NEFCO because the received proposal lacked pricing for a five year contract. We did not find any reference to a five year contract and the Commission determined that the proposal from the winning bid indicated more experience working with local conservation commissions.

If you want to have further discussion, let me know and we set up a time to talk.

Mark Mitch
Henniker Conservation Commission.



New England Forestry Consultants, Inc.

DENNIS MCKENNEY & HUNTERR PAYEUR
CONSULTING FORESTERS, LAND SURVEYOR, & PESTICIDE CONTROLLER

July 14, 2023

Town of Henniker
Conservation Commission

RE: Cover Letter for Forestry Services Proposal

New England Forestry Consultants, Inc. (NEFCo) is a New England based company with personal, regional foresters scattered throughout Maine, New Hampshire, Vermont, and Massachusetts. NEFCo's first foresters began their careers working as outreach foresters for New England Forestry Foundation (NEFF), a New England based non-profit focused on conserving New England's forests. In 1994, those foresters broke off to form the for-profit consulting firm NEFCo. Today, we serve a wide range of clients including private landowners large and small, municipalities, and land trusts. We continue to manage NEFF's landbase of forested property and maintain their FSC green certification status.

With our conservation-based forestry experience, we are able to offer a broad outlook on forest management that considers forest health, resiliency, esthetics, wetlands, wildlife, and recreation in addition to timber production and financial goals. Dennis and I bring this outlook to each property we manage and are able to compliment this through the range of services we offer. In our offices, based out of Bennington and Boscawen, we are able to provide our clients with the full range of typical forestry services (boundary maintenance, management plans, timber inventory, recreational trails, and sustainable timber harvests) with the added services of land surveying, high-quality GIS mapping, invasive species management, and wildlife habitat improvement. Our professional network of log buyers, harvesters, and equipment operators further allows us to bring a high standard of quality to every facet of management.

In addition to our management philosophies and services offered, we have the proprietary technology necessary for data acquisition and project management. Our ForestPro software allows us to keep track of each client and their projects, store pertinent information and documents, and run recapitulation statements for each project. Our LandBase software is a forest database, where we enter all of the necessary forest management plan elements for each client. The software allows us to connect a client's projects with their forest, keep track of forest management treatments, and continually update timber volume projects through inventory data, harvest data, and growth projections. Finally, our Cruiser software is a data collection system that allows us to conduct timber inventories on tablets, run analysis and reports, and link the data to GIS and our LandBase software.

We will be able to provide the Town of Henniker with the highest-quality timber management services based on our values, experience, and technology. Forests are an incredible resource for communities, water quality, wildlife, and the local economy. It is important to manage a forest based on its ability to contribute to these factors and the greatest benefit to the overall landscape. The management services we are able to provide will ensure each forest has a lasting legacy of sound stewardship.

Sincerely,

Huntterr Payeur

NH Licensed Forester #499

NH Surveyor in Training #734

NH Pesticide Controller #670

Phone: 603.970.1598

Email: hpayeurNEFCo@gmail.com

Website: neforestryconsultants.com

Huntter D. Payeur

301 High Street, Boscawen, NH

Cell: 603.970.1598; Email: hpayeurNEFCo@gmail.com; Web: neforestryconsultants.com

Mission: Provide exemplary services in natural resource management, forestry, and land surveying. Act as an ecological steward for the land and landowners. Be a positive role model for my community and forestry and surveying professionals on behalf of New England Forestry Consultants, Inc.

Professional Experience

Forester/Surveyor in Training

January 2018-Present

New England Forestry Consultants, Inc., Bennington, NH

- Manage timber sale services including timber sale preparation, administration, and supervision
- Perform timber inventory cruises and analysis
- Write client specific forest management plans, meeting various land certification specifications
- Create high quality maps and perform geospatial analysis using GIS and high-accuracy GPS
- Assist with timber trespass, expert witness, and land surveying duties including data collection, damage appraisal, traverse layout, theodolite operation, boundary location and maintenance
- Provide comprehensive invasive species management for clientele

Forester

May 2016-December 2017

American Forest Management, Inc., Danville, VA

- Coordinated sampling of merchantable and pre-merchantable timberland using fixed and variable radius methods
- Planned timber sales: located sale boundary, determined acreage with GPS, cruised, generated sale notices, and timber sale settlement reconciliation
- Enforced water quality regulations through logging crew inspections and best management practices' compliance audits
- Managed reforestation crew and conducted survival assessments
- Performed boundary maintenance

Operations and Management Assistant

September 2014-May 2016

Duke Forest, Durham, NC

- Conducted systematic sampling of merchantable and pre-merchantable timberland using fixed and variable radius sampling methods
- Maintained boundary lines and trail network
- Assisted with timber sale preparation: prepared sale boundary location and cruised stands
- Prepared prescribed burn plans and participated in prescribed burning
- Informed public of various ongoing management programs

Education

Master of Forestry, Certificate of Geospatial Analysis, Duke University, Durham, NC

Graduated 2016

Bachelor of Science, Environmental Studies, University of Richmond, Richmond, VA

Graduated 2015

Diploma, Berlin Senior High School, Berlin, NH

Graduated 2011

Professional Certifications

NH Certified Professional Forester #499

NH Certified Surveyor in Training #734

NH Certified Commercial Pesticide Applicator – Forestry and Right-of-Way

Tree Farm Inspector #172394

Expert Witness and Timber Trespass History

Hutchinson v Worden & Martin – Timber Trespass, Nashua, NH 2019 – Shadetree appraisal for Hutchinson Drake Property – Timber Trespass, Windsor, NH 2019

DePaul v Goodreau, et al. (Docket #214-2018-CV-00125) – Timber Trespass, Pittsburg, NH 2019 – Shadetree appraisal for plaintiff's attorney, Matthew Delude

Acadia Insurance – Timber Trespass, Pittsfield, NH 2019

Mohan v Trask et al. (Docket #212-20180-CV-00110) – Timber Trespass, Moultonboro, NH 2019 – Shadetree appraisal for defendant's attorney, Gregory Eaton

Boylen v White, et al. (Docket #20 81 CV 1409) – Timber Trespass, Concord, MA – Shadetree appraisal for defendant's attorney Peter Bosse

Swett & Labrecque v Kunitake – Timber Trespass, Raymond, NH 2020– Shadetree appraisal for plaintiff's attorney Richard Foley

Sanborn v Weeks – Right-of-Way dispute, Exeter, NH 2020 – Professional report for plaintiff's attorneys David McGrath and John-Mark Turner

Holden v Rolla and Denson – Timber Trespass, Dunbarton, NH 2020 – Shadetree appraisal for plaintiff Peter Holden

Sonia Pearsall – Landscape Damage, Hillsborough, NH 2019 – Survey damaged area for Pearsall

DENNIS D. McKENNEY
Licensed Professional Forester NH #61
Licensed Land Surveyor NH #691
ISA Certified Arborist: NE-7287A & TRAQ
569 NORTH BENNINGTON ROAD
BENNINGTON, NEW HAMPSHIRE 03244-4505
(603) 588-2638 Voice—(603) 533-0283 cell
e-mail: dmckenney@neforestryconsultants.com—www.neforestryconsultants.com

EDUCATION:

University of New Hampshire, 1974 BS Forestry, summa cum laude
Hopkinton (MA) High School, 1969

PROFESSIONAL GOAL:

Provide highest quality forestry, natural resource management and land surveying services, leave a legacy of well-managed woodlots, and well executed boundary surveys. Promote the benefits of stewardship to non-industrial private forest landowners; promote the public benefits of privately owned timberland.

Increase and expand the prominence and credibility of New England Forestry Consultants, Inc. as a regional leader in the art and science of forestry, forest management and other land or mineral resources.

PROFESSIONAL EXPERIENCE:

New England Forestry Consultants, Inc. (1994-present) Bristol and Bennington, NH (2/94-present): President (1994-2009), Licensed Forester (since circa 1988) and Land Surveyor (since 1987); Certified Arborist (since circa 2018)

Duties and activities similar to those listed below with additional duties involving personnel management, business and financial administration for a consulting firm with 11 offices in New England and annual revenues in excess of \$1,000,000.

New England Forestry Foundation, Groton, MA (7/77-2/94): Forester/Land Surveyor

Responsible for management of woodland in southern NH owned by private, municipal and non-profit clients. Conduct thinning, timber sales, vista harvests, field reclamation, and wildlife habitat improvement; prepare management plans, timber appraisals, investigation of timber trespass and timber fraud; perform boundary surveys including subdivision and conservation easement surveys; boundary line maintenance; consultation and expert witness testimony on matters involving timber, timberland, other natural resources like groundwater, stone and gravel, and property boundaries.

Blue Mountain Forest Association, Newport NH (7/74 - 7/77) Forester

Duties involved a wide range of forestry, agricultural and wildlife management activities.

Cote and Reney Lumber Company, Grantham NH (Summer 1971 & Summer 1973): Laborer

Sawmill labor involving primary processing of native softwoods. Duties included work in planer mill, sawmill, lumber delivery, sorting and grading of white pine.

Northern Forest Fire Laboratory, Missoula MT (Summer 1972): Technician
Field technician working with infrared detection of forest fires.

PROFESSIONAL ASSOCIATIONS and QUALIFICATIONS:

NH Timberland Owners Association---Member/Board of Directors (2006-2015) Policy Committee (2016-present, Chair 2022)

Tree Farm Program---Inspecting Forester;

Association Consulting Foresters of America, Inc.---Member

Practicing Foresters Institute Trust—Director, 2021- present

New Hampshire Land Surveyors Association---Member

International Society of Arboriculture (ISA)—Member

ISA Tree Risk Assessment Qualification—2021 to present

New England Chapter, ISA—Member

USDA Technical Service Provider—2019 to present

Association of Consulting Foresters Business Academy—completed November 2, 2022

PUBLICATIONS:

The Consulting Forester as an Expert Witness, The Consultant, 2020 Annual Journal of the Association of Consulting Foresters

Book Review: The Books of Edward R. Tufte, The TBM Newsletter of the NH Land Surveyors Association, Vol. 12 Issue 3, March 2010; Volume 12 Issue 4, April 2010; Volume 12 Issue 6, June 2010.

The Value of Accessories, The Benchmark, Winter 2010, Vol. 31 No. 1

Backsights and Foresights, The Benchmark, Winter 2007, Vol. 28, No. 1

Lessons Learned, The Consultant, Spring 2003, Vol. 48, No. 2

PRESENTATIONS:

The Business of Consulting Forestry: In the Office and In the Field, Association of Consulting Foresters, July 15, 2022

Tree and Wood Identification, New Hampshire Land Surveyors Association, June 30, 2022

Deeds and Boundary Lines, New Hampshire Timberland Owners Association, September 11, 2020

Forest Management in NH and the Importance of Wooden Pallets, Hubbard Brook Research Foundation, Woodstock, NH, February 2019.

The Importance of Biomass Markets, NH Association of Conservation Districts Annual Meeting 2018, Manchester, NH, November 2018, panel discussion

Legal Aspects of Owning Land, New Hampshire Timberland Owners Association, February 2018; panel discussion.

Getting Around with Metes & Bounds, New Hampshire Timberland Owners Association, October 2015

Observations on the USFS White Mountain National Forest Boundary Lines, 45th Annual Meeting of the New Hampshire Land Surveyors Association, December 5, 2014

It Was Just A Day At The Beach; New Hampshire Land Surveyors Association, 2014 Case Studies Seminar, September 2014

Rocket Science, Geo-caching (sort of) and NH RSA 51; 69th Annual Meeting of the Local Government Center (formerly the New Hampshire Municipal Association, Manchester, NH Fall, 2010

Town Line Perambulations: What is Required? 40th Annual Meeting of the NH Association of Conservation Commissions, Concord, NH Fall, 2010

Eaton v City Gate; New Hampshire Land Surveyors Association, New Hampshire Land Surveyors Association, 2010 Case Studies Seminar, September 2010

Basic Tree Identification Skills; New Hampshire Land Surveyors Association, Spring 2010

Land Surveying as a Career: Diversity and Gratification; New Hampshire Land Surveyors Association, Spring 2005

Forest Management on Privately Owned Lands in NH; UNH Cooperative Extension Service, Summer 2005

Trust but Verify: The Survey and Perambulation of the Bennington-Deering Town Line; New Hampshire Land Surveyors Association, Spring 2004

Granite State Woodlot and Wildlife Management Course—Timber Estimating and Forest Type Mapping; UNH Cooperative Extension Service, annually in September since the late 1980's through circa 2005

EXPERT WITNESS HISTORY:

Jones and Duran v Weston and Zimmerman, Expert Witness for Defendant Weston, 213-2023-CV-00035, Stoddard, NH boundary dispute, pending May 2023

State of Vermont v Thomas Tremonte, Expert Witness for Defendant Tremonte, settled out of court, Fall 2022, Orleans County, Vermont.

Sokul v Landry, 218-2019-CV-00194, Expert Witness for Defendant Landry, settled out of court 2022, Barrington, NH

Worrey v Young, 212-2020-CV-00166, Expert Witness for the Defendant Young, pending 2021, Bartlett, NH.

Boylan v White and Scott's Tree and Landscape, Inc., Middlesex Superior Court C. A. 2018 CV 01409, expert witness for Defendant Scott's Tree ...: pending 2020, Concord, Massachusetts.

Cabot v Miner and Johnston, 217-2019-cv-00647, Expert Witness for Defendant Johnston, pending 2020: Pittsfield, NH

DePaul v Goudreau, case number? Expert Witness for the Plaintiff, Pittsburgh, NH, settled 1.2020

Bandouveres v Kasher Corp, case number? Expert Witness for Defendant, Billerica, MA, pending 2019

Reed v Trom's Tree and Lanscaping Services, Inc., 0000WW-1123, Expert Witness for Defendant, pending 2019

Mohan v Trask et al, 212-2018-CV-00110, Expert Witness for Defendant, pending 2019

125 Development NH Corp. v SPE Real Estate, LLC, 218-2018-CV-200, Expert Witness for the Defendant, settled May 2019

Mathew Joubert et al v James MacNeil et al, Carroll County Superior Court, 218-2016-CV-00361, Expert Witness for the Defendant, pending 2017

Schwabing Place Realty Trust & Indelicato Family Trust v Quinn Hewitt Trust, Margaret Quinn, Trustee, Carroll County Superior Court, 212-2015-CV-00150, Expert Witness for the Defendant, settled out of court?

Devaney v Watkins et al, Rockingham County Superior Court, Expert Witness Forester and Land Surveyor for the Defendant, 2014; disposition unknown.

Sandberg v Chestnut Hill Forestry Services et al, Superior Court, Worcester Division Commonwealth of Massachusetts, Expert Witness Forester for the Plaintiff, 2014; parties reached out of court settlement

Point Sarah Trust v Little Bear PCS, LLC, Carroll County Superior Court, Expert Witness Forester and Land Surveyor for the Plaintiff, 2014; parties reached out of court settlement

Jablonski v Conway, Rockingham County Superior Court, 218-2013-CV-522, Expert Witness Forester for the Plaintiff, 2013-14. Settled out of court.

New England Forestry Foundation v Stephen J. Kouropoulos et al, Hillsborough County Superior Court Southern District, 226-2011-CV-00724, Expert Witness Land Surveyor/Natural Resource Manager for the Plaintiff, 2013. Judgment for the plaintiff

Phillip and Lisa Wilson v. Carrie Gard et al., Rockingham County Superior Court, Expert Witness Forester for the Defendant Carrie Gard, 2013; Settled out of court

Gove v Landry, Rockingham County Superior Court, Expert Witness Forester/Land Surveyor for the Defendant Landry, 2012; disposition unknown.

State of NH, Department of Resources and Economic Development v David & Scott Veale, Hillsborough County Superior Court, 01-E-295, Expert Witness/Land Surveyor and Forester for the Plaintiff, 2010; Judgment for the Plaintiff

Scibelli v Clark Hill, Inc., Grafton County Superior Court, 05-E-253; Expert Witness/Land Surveyor and Forester for the defendant, 2007. disposition unknown.

Burns & Bryant v. Trepanier and McIntyre, Rockingham County Superior Court, 06-C-0971; Expert Witness/Forester for the plaintiff, 2007; disposition unknown.

Hannah v. Connolly and Vicnaire, Rockingham County Superior Court, 07-C-0021; Expert Witness/Forester for the defendant (Vicnaire), 2007; disposition unknown.

Henderson v. Sewell. Et al, York County, Maine; Expert Witness/Forester for the plaintiff, 2007; disposition unknown.

Mineral Springs... v. Fred Fuller Oil Company and David M. Veinote, Belknap County Superior Court, 06-C-0245, Expert Witness/Forester for the plaintiff, 2007; disposition unknown.

Mitchell et al v. Campbell, Rockingham Superior Court, Expert Witness/Forester for the defendant; 2007, parties reached out of court settlement.

Eaton v. City Gate Retail, Cheshire County Superior Court; Expert Witness/Land Surveyor for the Defendant; 2005-6; motion in limine derailed the defendant's case.

Catherine and Everett S. Mahoney v. Town of Canterbury and Fortin and Redmond Associates, Merrimack County Superior Court, 00-E-0420; Expert Witness/Forester for the Defendant, January 2002; disposition unknown.

John M. Robinson and Irving Hersey Trust, Dean Hersey, Trustee v. Putnam Lumber Company, Strafford County Superior Court, 96-C-0285; Expert Witness/Forester for the plaintiff, 1998(?); disposition unknown.

Lane W. Cheney, Trustee of the Lane W. Cheney Revocable Trust v Eversource Energy Service Company and Asplundh Tree Expert Co., Rockingham County Superior Court, 218-2017-CV-00516, Expert Witness for the Defendants, parties reached out of court settlement.

Babson v Swaffield et al, Belknap County Superior Court, 211-2016-CV-00202, Expert Witness for the Plaintiff, status unknown

Scott Power v Timothy Gagnon, et al, Hillsborough County Superior Court Southern District, Expert Witness for the Defendant, pending 2016

Schwabing Place Realty Trust v Quinn Hewitt Trust et al, Carroll County Superior Court, Expert Witness for the Defendant, parties reached out of court settlement.

Kennedy-Cruz v Becotte, Rockingham County Superior Court, 218-2016-CV-0018, Expert Witness for the Plaintiff: pending 2016.

Fitzpatrick v Petts et al, Rockingham County Superior Court, 218-2015-CV-00406, Expert Witness for the Defendant: settled 2016.

Hadzima et al v Fleischmann, Carroll County Superior Court, _____. Expert Witness Forester for the Defendant; 2017? parties reached out of court settlement.

Welty v Flanagan et al, Worcester (MA) County Superior Court, C. A. No. 15-366-B, Expert Witness Forester for the Defendant; settled 2016(?).

JCF Holdings, LLC v Rouzbeh Yassini, Merrimack County Superior Court, 218-2015-CV-00985, Expert Witness Forester for the Plaintiff; verdict for the Plaintiff, Fall 2017.

Kouninis v Daniels and Urban Tree Service, Strafford County Superior Court, 21-2015-CV-00051, Expert Witness Forester for the Defendant _____; disposition unknown.

McKenney v Wilford, Rockingham County Superior Court, 2120-2015—CV-01278, Expert Witness Forester for Defendant Wilford; settled, 2017

McWirtter v Brooks, Goree et al, Carroll County Superior Court, 218-2014—CV-100, Expert Witness Forester/Land Surveyor for Defendant Brooks; settled 2016

Silva v Rolfe, Rockingham County Superior Court, 218-2014-CV-1242, Expert Witness Forester for the Defendant; disposition unknown

Arnold v Chingros, Rockingham County Superior Court, Expert Witness Forester for the Defendant, 2014; Settled out of court.

AWARDS:

Literary Award—New Hampshire Land Surveyors Association, December 2010

Special Service Award—New Hampshire Land Surveyors Association, December 2008

Best Miscellaneous Map—New Hampshire Land Surveyors Association 2004 Map Contest

Best Cadastral Map—New Hampshire Land Surveyors Association 2003 Map Contest

Kendall Norcott Award—New Hampshire Timberland Owners Association, 2020

CIVIC:

Water and Sewer Commissioner—Bennington, NH, March 2017-2022; 2023-present

HOBBIES:

Blues and Americana—Diatonic Harmonica/Vocals

C:\Users\Dennis\NEFCo Dropbox\Dennis McKenney\Center 04 DDM\My Documents\PROMOTION\RESUME_2023 DDM.docx

current as of: Friday, July 14, 2023

TOWN OF HENNIKER
Town Forester Services
Cost Proposal

Proposal:

Pricing information for Forest Management Services:

See attached "NEFCo Forestry Fee Schedule"

Additional information:

Certificates of liability and workmen's compensation are provided and are as is. These limits have been acceptable for other contracts/clients and additional insurance costs would exceed the value of this contract. Automobile insurance was not available at the company level and is held by each forester individually.

References (provide at least 3):

Name / Contact	Phone Number	Year(s)
1. Will Brune, Chief Conservation Officer, New England Forestry Foundation,	207-751-5299,	46 years
2. Ben Crowder, Water Treatment Facility Manager, City of Keene,	603-209-4965,	3 years
3. Trey Horne, Facilities Coordinator, Jaffrey-Rindge Coop School District,	603-532-8122x271,	3 years
4. Michael Wenrich, Public Works Director, Town of Brookline,	603-249-1746,	3 years
5.		

By signing below you certify the rates above and a full understanding of the services as proposed and outlined in the scope of services.

Name and Title of Authorized Signatory: Huntarr D. Payeur, Forester, New England Forestry Consultants, Inc.

Signature _____ Date: 07-18-23



New England Forestry Consultants, Inc.

DENNIS MCKENNEY & HUNTERR PAYEUR
CONSULTING FORESTERS, LAND SURVEYOR, & PESTICIDE CONTROLLER

July 14, 2023

2023-2028 FEE SCHEDULE PROFESSIONAL SERVICES—ABORICULTURE & FORESTRY

TIMBER HARVESTING:

Marking and estimating: \$6.00 per thousand board feet (MBF)
 \$2.00 per cord
 \$0.80 per ton

Supervision and administration:

Gross value below \$10,000: \$95.00 per hour plus expenses with travel at \$0.68 per mile, paint \$6.25 per quart, and flagging \$1.90/roll

Gross value above \$10,000: 14% commission of gross value

Marking only:

\$95.00 per hour plus expenses with travel at \$0.68 per mile, paint \$6.25 per quart, flagging \$1.90/roll

Forest Management Plans:

Woodland examination with written report:

Less than 100 acres \$18.50 per acre
100 + acres \$16.50 per acre

Comprehensive Management Plan:

Less than 100 acres \$20 per acre
100-299 acres \$19 per acre
300+ acres \$18 per acre

Timber Appraisal:

Minimum charge \$975.00 for less than 50 acres
Woodlots 50-200 acres \$20 per acre
Woodlots over 200 acres \$17 per acre

General Consultation and Current Use Applications: \$95.00 per hour

Timber Trespass Consultation and Expert Witness (field and office work): \$205 per hour Senior Forester—\$155 per hour Associate Forester; plus expenses at cost plus 10%; travel at \$0.85/mile

Expert Witness Testimony (deposition and trial): \$350.00 per hour Certified Arborist/Licensed Forester—\$275 per hour Associate Licensed Forester/Pesticide Applicator; plus expenses at cost plus 10%; travel at \$0.85/mile



Boundary Maintenance: \$1,350/mile. (Locate, blaze and paint between known corners.)

Herbicide Applications: \$110/hour plus half travel time and mileage at \$0.68/mile.

Personnel: Arborist/Forester/Surveyor—Dennis D. McKenney; Forester/Pesticide Applicator/Surveyor-in-Training—Hunterr Payeur