

BOS AGENDA

For Web Publication





TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN & SEWER COMMISSIONERS
AGENDA

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

Tuesday November 7, 2023
5:45 PM

- I. **CALL TO ORDER**
- II. **NON-PUBLIC SESSION**
 - 1) [5:45pm RSA 91-A:3,II\(c\) Tax Collector](#)
- III. **PLEDGE OF ALLEGIANCE**
- IV. **ANNOUNCEMENTS**
 - 2) [2023 Tax Rate](#)
 - 3) [Cogswell Spring Water Works Award](#)
 - 4) [Highway Department member Jake Martin Award](#)
 - 5) [Job Opening at the Transfer Station](#)
- V. **CONSENT AGENDA**
 - 6) [Consent Agenda November 7, 2023](#)
- VI. **PUBLIC COMMENT #1** – (For any comment by any Henniker resident on a topic. Request time limit, up to 3 minutes)
- VII. **6:30pm PUBLIC HEARING**
 - 7) [RSA 31:95 Accept and Appropriate Homeland Security Grant Funds](#)
- VIII. **APPOINTMENTS WITH THE BOARD**
 - 8) [Underwood Engineering/Rich Slager – Wastewater update 2024 Warrant Article Request](#)
 - 9) [Chief Jim Morse – Fire Department 2024 budget preview](#)
 - 10) [Marc McMurphy – White Birch Active Living budget appropriation request](#)
- IX. **NEW BUSINESS**
 - 11) [Fire Department request to authorization to waive Ordinance Chapter 7 Article I Open Containers for annual Fire Department dinner.](#)
- X. **CONTINUED BUSINESS**
 - 12) [Fund Balance Policy – 2nd Reading](#)
 - 13) 2024 Budget
- XI. **TABLED BUSINESS**
 - Policies

- III.1, III.3, III.5, III.7, IV.5
- Personnel Policies – tabled 3/21/23 pending input from TA/Finance/HR
- Crosswalk on Main St. Pending CNHRPC study and public input.
- ARPA Fund Prioritization
- Solar PILOT

XII. PAST MEETING MINUTES

14) [Acceptance of Board of Selectmen public meeting minutes October 17, 2023, 6:15 p.m.](#)

XIII. COMMUNICATIONS

- 15) [Town Administrator Report](#)
- 16) [Correspondence - Letters and Notices](#)
- 17) Selectmen Reports

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

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

XVI. ADJOURNMENT

XVII. UPCOMING DATES 2023

- November 8, 2023 – Trustees of the Trust Funds @ 2:30 p.m.
- November 8, 2023 – Broadband Committee Meeting @ 3:00 p.m.
- November 8, 2023 – Economic Development Committee Meeting @ 4:30 p.m.
- November 8, 2023 – Planning Board Meeting @ 6:00 p.m.
- November 8, 2023 – John Stark Regional High School Board Meeting @ 6:00 p.m.
- November 10, 2023 – Town Offices Closed – Veteran’s Day
- November 14, 2023 – Concert Committee Meeting @ 6:30 p.m.
- November 15, 2023 – Zoning Board of Adjustment Meeting @ 6:00 p.m. - Cancelled
- November 18, 2023 – Selectmen Joint Meeting with Budget Advisory Committee 8:30a.m.
- November 20, 2023 – Budget Advisory Committee Meeting @ 4:30 p.m.
- November 20, 2023 – Police Facility Assessment Advisory Committee Meeting @ 5:00 p.m.
- November 20, 2023 – Energy Committee Meeting @ 5:00 p.m.
- November 20, 2023 – Henniker Youth Athletic Committee Meeting @ 7:00 p.m.
- November 21, 2023 – Cogswell Spring Water Commissioners Meeting @ 4:00 p.m.
- November 21, 2023 – Board of Selectmen Meeting @ 6:15 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.

NONPUBLIC #1



TOWN OF HENNIKER, NEW HAMPSHIRE

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

NON-PUBLIC STAFF REPORT

DATE: 11/7/2023

TITLE: Deed Waiver and Deed Properties

INITIATED BY: Town Clerk/ Tax Collector

PREPARED BY: Deb Aucoin

PRESENTED BY: Deb Aucoin

AGENDA DESCRIPTION: Discuss proposed Deed Waivers of [REDACTED]
[REDACTED]

LEGAL AUTHORITY: RSA 80:76 Tax Deed

I. The collector, after 2 years from the execution of the real estate tax lien, shall execute to the lien holder a deed of the land subject to the real estate tax lien and not redeemed.

RSA 80:77 Notice to Current Owner

At least 30 days prior to executing the deed under RSA 80:76, the tax collector shall notify the current owner of the property or his representative or executor, by certified mail, return receipt requested, of the pending deeding.

SUGGESTED ACTIONS / MOTIONS:

1)

2)

3) [REDACTED]

made no
we proc

ANNOUNCEMENTS

Cogswell Spring Water Works



Town of Henniker Water Department

COGSWELL SPRING WATER WORKS WINS AWARD FOR BEST TASTING DRINKING WATER IN NH

Granite State Rural Water Association hosted its ninth drinking water taste test competition on September 12, 2023, during the annual Operator Field Day. After two rounds of judging and 11 contestants, the judges awarded Cogswell Springs Water Works, Town of Henniker Water Department first place!

New Hampshire water systems submitted drinking water samples into the competition the morning of Operator Field Day. The two panels of judges determined the winners based on three criteria: clarity, bouquet, and most importantly, taste.

The competition is a way to acknowledge the importance of having clean, safe drinking water. Operators have the incredibly important job of making sure everyone has safe water to drink, and this competition really highlights the efforts of these operators.

Cogswell Springs now has the opportunity to be flown down to Washington DC for an all-expense paid trip to participate in the Great American Taste Test Contest hosted by National Rural Water Association at their annual rally in February. This will include entering the national water taste test, and visiting with the two state senators and the two state representatives to tell CSWW's story about running a water system in New Hampshire.

James Donison, P.E.,
Superintendent



Picture of Cogswell Spring Water Works Board of Commissioners and Superintendent, Left to Right: Jeff Connor, Jim Donison (Superintendent), Jerry Gilbert (Chairman) and Bill Hall.

RED COAT REALTY'S Community Support Program

**“Giving Something Back
To Our Home Towns”**

Until further notice, for anyone listing and selling their home through us OR buying a house (any house listed with any agency) using Red Coat Realty as their “buyer’s agent,” we will **DONATE \$250.00*** in their name, to the Community Support Group of their choice, listed below.

ANTRIM

- Firefighter’s Association
- Police Association
- Lion’s Club
- Historical Society
- Presbyterian Church
- Church of Christ
- Baptist Church
- American Legion

BENNINGTON

- Firefighter’s Association
- Police Association
- Lion’s Club • VFW
- Historical Society
- Congregational Church

DEERING

- Firefighter’s Association
- Police Association
- Historical Society
- Community Church
- Deering Association

HENNIKER

- Firefighter’s Association
- Police Association
- Lions Club • HYAA
- Rotary Club
- Historical Society
- Congregational Church
- St. Theresa’s Church
- Boy Scouts & Girl Scouts
- White Birch
- Tucker Library

HILLSBOROUGH

- Firefighter’s Association
- Police Association
- Lion’s Club
- HYAA • VFW
- Historical Society
- CV Bible Chapel
- Smith Church
- Boy Scouts & Girl Scouts
- Methodist Church
- St. Mary’s Church
- American Legion
- Food Pantry
- Community Center Committee

WASHINGTON

- Firefighter’s Association
- Police Association
- Historical Society
- Congregational Church
- Baptist Church

WEARE

- Firefighter’s Association
- Police Association
- Historical Society
- Christ Church
- Bible Baptist Church
- Congregational Church
- Union Church
- Episcopal Church
- American Legion
- Lions Club

*One donation per buyer or seller, not to exceed \$500.00 per transaction.

To add your non-profit group to this great Community Support Program, call Joyce at 464-3053.

Hometown Heroes



Hopkinton Fire Department member Jake Martin (L) was awarded a Meritorious Service Medal for his work with the New Hampshire Emergency Services Training Academy by the State of New Hampshire Committee of Merit. Newport Sgt Charles McLemans (R) spent his last shift as a full time member of the department. They would like to take a moment to thank him. For 17 years “Charlie” has been a dedicated employee and has served the department and the town of Newport. He will be joining the Sullivan County Sheriffs Department, but luckily has agreed to stay on part time in Newport as well.



Hopkinton Officer Joshua Stevens Saturday at the Hopkinton Fall Festival with the PD’s new addition, Gracie, an 8 month old Goldendoodle puppy, who is in-training to be the Department’s Comfort Dog.



Newport Police hosted 40 police, fire and EMS professionals (and their families) from throughout western New Hampshire to watch an excellent presentation by Dr. Nicole Sawyer on first responder mental health and wellness.

Town of Henniker Job Opening

Transfer Station & Building and Grounds Part-Time Attendant/Laborer

The Town of Henniker Transfer Station & Building and Grounds is seeking a Part-Time Attendant/Laborer to work approximately 30 hours per week. Candidates must be willing to work weekends and perform a variety of manual and machine operated tasks in connection with the two departments.

Applicants must be at least 18 years old, possess a high school diploma or equivalent and a current valid New Hampshire driver's license. Must have ability to obtain Solid Waste Operator Certification within 30 days of hire. CDL-B and experience a plus. Pre-employment requirements: State of NH Driving Record and criminal background check. The Town of Henniker is an equal opportunity employer.

For more information please visit our website jobs page: [Employment Opportunities | Henniker, NH](#), email [REDACTED] or call Marc Boisvert, Superintendent, at (603) 428-7604.

Post Date: November 1, 2023

Close Date: Open until filled.

Job compensation, classification, and status:

- **Compensation range:** labor grade 11 \$15.30 to \$20.84 depending on experience and qualifications.
- **Benefits:** personal protective equipment provided, holidays, vacation
- **Classification:** part-time, probation period 6 months,
- **Status:** non-exempt



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

Tuesday, November 7, 2023

Consent Agenda

- Item 1:** Sewer Abatement Request – Reno
- Item 2:** Aerial Site Communications Tower Contract Approval
- Item 3:** Timber Warrant & Timber Bill – Michael Sharp Enterprises, LLC (State of NH)
- Item 4:** Intent to Cut – Map/Lot 2-21
- Item 5:** 2023 Preliminary Sales Ratio
- Item 6:** 2024 Proposed Holiday Schedule
- Item 7:** Solid Waste Committee Extension
- Item 8:** Authorization to Expend Funds from Police Dept. Equipment Expendable Trust Fund - \$9,444.48
- Item 9:** Authorization to Expend Funds from Town Technology Expendable Trust Fund - \$4,214.00
- Item 10:** Authorization to Expend Funds from Town Technology Expendable Trust Fund - \$6,975.00
- Item 11:** Authorization to Expend Funds from Road Maintenance Expendable Trust Fund - \$314.88
- Item 12:** Authorization to Expend Funds from Road Maintenance Expendable Trust Fund - \$73,361.20
- Item 13:** Payroll Check Register – October 25, 2023
- Item 14:** Payroll Check Register – November 1, 2023
- Item 15:** Accounts Payable Manifest – November 1, 2023
- Item 16:** Accounts Payable Manifest – November 8, 2023

Board of Selectmen Approval:

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



Sewer Abatement

To the Collector of Taxes.

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

Robert S. & Nancy J. Reno

Lot Number/Location: 5D-162 / 134 Western Ave. / Acct. # 04-11008S

We have abated the amount of: **\$487.04**

Incorrect meter reading. Should have received minimum bill. See attached supporting documentation.

Approval by Henniker Sewer Commissioners

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

RENO ROBERT S
RENO NANCY J
134 WESTERN AVENUE
HENNIKER, NH 03242

HENNIKER
2023 SEWER BILL 22 OF 22

Invoice: 2023S22000352
Account: 04-11008S
Print Date: Sep 28, 2023
Billing Period: Apr 01 - Sep 30
Payment Due Date: Nov 17, 2023
Amount Due: \$ 727.04

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: RENO ROBERT S		Sewer -- 1 Flat Unit(s) @ \$ 240.00/unit	\$ 240.00	
Location: 134 WESTERN AVE		Sewer -- 17,000gallon @ \$ 0.0000/1	\$ 0.00	
Map: 00005D	Lot: 000162	Sub: 000000	Sewer -- 24,352gallon @ \$ 0.0200/1	\$ 487.04
Account: 04-11008S				

Billing Summary

Billing Period: Apr 01, 2023 to Sep 30, 2023			
Payment Due Date: Nov 17, 2023			
Meter Readings:	Current Reading: 41,352.00	Sewer Bill:	\$ 727.04
	Previous Reading: 0.00		
	Usage: 41,352.00		

Amount Due By 11/17/2023: **\$ 727.04**

2023 SEWER BILL 22 OF 22

Mailed To:
RENO ROBERT S
RENO NANCY J
134 WESTERN AVENUE
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: RENO ROBERT S
Location: 134 WESTERN AVE
Map: 00005D **Lot:** 000162 **Sub:** 000000
Account: 04-11008S
Invoice: 2023S22000352

Amount Due By 11/17/2023: **\$ 727.04**

8% APR Charged After 11/17/2023

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

RETURN THIS PORTION WITH PAYMENT

REMITTED AMOUNT: _____

Helga Winn

From: Jim Donison
Sent: Wednesday, October 18, 2023 11:23 AM
To: Diane Kendall; Deb Aucoin; Helga Winn
Cc: reno-333@outlook.com <reno-333@outlook.com>; (reno-333@outlook.com)
Subject: FW: erroneous sewer bill 134 western avenue - robert reno
Attachments: 134 western ave robert reno abatement request.pdf; abatement request Robert Reno 134 Western Ave 7-31-23.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This account should have been a min sewer bill
As the new meter head was incorrectly reading in the previous 2 years
See attached explanation on the recent water abatement form

Name of Requestor: Reno RobertS , 134 Western Avenue

Residence: Location and account #: 134 Western Ave, Account 04-11008W

We have abated the amount of: \$ amount of request: \$ 328.11

Cause of Abatement: explanation:

The meter readings taken with the hand held data collector in July 2022 and Jan 2023 were not able to be taken for this meter as the meter reader (data collector) did not collect data. Subsequently water bills for these two periods were the minimum or flat rate of 12,600 gallons at \$163.80 per period. CSWW investigated this situation in June 2023 which revealed that the meter number in the account was incorrect, which is why the data collector could not upload the meter reading. The new meter number was used in the July 2023 meter reading revealing 37,839 gallons of usage since the new meter was installed (date of installation unknown).

Subtracting the previous two minimum water billing quantities for the June 2022 (12,600 gallons) and January 2023 (12,600 gallons) reads from the July 2023 reading of 37,839 results in 12,639 gallons for the July 2023 billing period.

It is recommended that the Water Bill for Robert Reno, 134 Western Avenue be corrected from the current bill of \$491.91 to the amount of \$163.80 for this recent July 2023 billing cycle. See attached 7/28/23 water bill.

There will also need to be a correction to the October 2023 sewer bill for the same reason.

James J. Donison, P.E.
Superintendent
Cogswell Spring Water Works
Town of Henniker
146 Davison Road
Henniker, NH 03242
603-428-3237 office



TOWN OF HENNIKER, NEW HAMPSHIRE

Consent Agenda STAFF REPORT

DATE: 10/25/2023
TITLE: Aerial Site Communications Tower Contract Approval
INITIATED BY: Communications Tower Project Team
PREPARED BY: Diane Kendall, Town Administrator
PRESENTED BY: Consent Agenda

AGENDA DESCRIPTION: The purpose of this consent agenda item is to authorize Chairman Blomback to execute the contract between the Town of Henniker and Aerial Site Communications on behalf of the Board.

BACKGROUND: On September 19, 2023, the Board of Selectmen awarded the bid to construct a public safety communications tower on Craney Hill funded by a Homeland Security Grant and remaining local ARPA funds.

The contract for the scope of work for the bid award presented has been reviewed and edited by the town’s legal counsel and agreed to by the vendor. There is a procedural requirement recommended by legal counsel to ratify the decision made on November 16, 2021, to accept and appropriate the grant funds. Therefore, the Board of Selectmen will hold a duly noticed hearing on November 7, 2023, at 6:30pm. Section 33 of the Contract includes a clause *“The Town and the Independent Contractor understand this Agreement contemplates funding through a federal grant, subject to the Town’s acceptance as unanticipated funds pursuant to RSA 31:95-b, III. In the event no funds are appropriated for the provisions of this Agreement, this Agreement shall automatically terminate without any further obligations owed to either the Town or Independent Contractor.”*

Legal Authority: RSA 41:8-9

Financial Details: \$366,400.00

Craney Hill Communications Tower Project Team: The team expresses a sense of urgency to execute the contract as weather and market conditions could cause significant delays to be completing the project by June 30, 2024. The contractor is ready to begin site work the week of Monday October 30th.

Town Administrator Comment: Recommends Board approval of the contract. A Notice to Proceed with Site Work will be issued to the contractor. After an affirmative vote to accept and appropriate grant funds on November 7th, a Notice to Proceed with remaining scope of work will be issued to the contractor.

Suggested Action/Recommendation:

By way of signature the Henniker Selectboard authorizes Chairman Kris Blomback to execute presented Contract for Independent Contractor for Design and Construction of Public Safety Communications Tower BETWEEN THE TOWN OF HENNIKER NH 18 DEPOT HILL RD HENNIKER NH 03242 AND Aerial Site Communications.

Chairman Signature: _____

Date: _____

Bill Marko : _____

Date: _____

D. Scott Osgood: _____

Date: _____

Jeff Morse: _____

Date: _____

Neal Martin: _____

Date: _____

CONTRACT FOR INDEPENDENT CONTRACTOR

Design and Construction of Public Safety Communications Tower

A CONTRACT BETWEEN

THE TOWN OF HENNIKER NH 18 DEPOT HILL RD HENNIKER NH 03242

AND

Aerial Site Communications

And its successors, transferees, and assignees (together "Independent Contractor")

NAME AND TITLE OF INDEPENDENT CONTRACTOR

21 Hitchcock Dr. Gorham, NH 03851

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the Town of Henniker, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the Town of Henniker; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

Now, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations, or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed Town of Henniker Purchase Order, the terms of this Agreement, the written change order or the fully executed Town of Henniker Purchase Order shall control over the terms of the Proposal.

2. SERVICES TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the design professional services described.

3. PERIOD OF PERFORMANCE. Independent Contractor shall begin all services/work by 3 weeks after Notice to Proceed and completed by June 30, 2024. The project completion deadline shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Extension for hidden conditions and delays by other parties shall not unreasonably be withheld. Independent Contractor shall begin performance upon receipt of an Executed Contract and valid Purchase Order issued from the Town of Henniker.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed Three Hundred Sixty-Six Thousand Four Hundred Dollars and no cents. (\$366,400.00)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Independent Contractor has received a written exemption from the Town of Henniker, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the Town of Henniker may reasonably require. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to:

Electronically via email to finance@hennikernh.gov

OR

Paper Copies via US Mail to:

**Town of Henniker, Town Hall
Finance Department
18 Depot Hill Rd
Henniker, NH 03242**

Please do not submit both electronically and paper copy. Submit one or the other.

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The Town of Henniker will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the Town of Henniker.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective upon the date of execution by the Town of Henniker. It shall become effective upon the Town of Henniker's issuance of a valid Purchase Order and Issuance of Notice to Proceed.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

TOWN OF HENNIKER REPRESENTATIVE:

Diane Kendall
Town Administrator
18 Depot Hill Rd
Henniker, NH 03242

REPRESENTATIVE:

Mark Leclerc
President
Aerial Site Communications, Inc.
21 Hitchcock Dr.
Gorham, NH 03581

Copy to:

Lynn Leclerc
Vice President
Aerial Site Communications, Inc.
21 Hitchcock Dr.
Gorham, NH 03581

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The Town of Henniker or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Selectboard Chairman, Town of Henniker, NH (signature)
Kris Blomback, Chairman

Aerial Site Communications, Inc. (signature)
Marc Leclerc, President

Date

Date

General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors.

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the Town of Henniker and Independent Contractor, and nothing in this contract shall create any contractual relationship between the Town of Henniker and Independent Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a Town of Henniker employee and that there shall be no:
 - (1) Withholding of income taxes by the Town of Henniker;
 - (2) Industrial insurance coverage provided by the Town of Henniker;
 - (3) Participation in group insurance plans which may be available to employees of the Town of Henniker;
 - (4) Participation or contributions by either the Independent Contractor or the Town of Henniker to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the Town of Henniker;
 - (6) Unemployment compensation coverage provided by the Town of Henniker.

3. **STANDARD OF CARE** Independent Contractor shall be responsible for professional quality, technical accuracy, timely completion, and coordination of all services performed by the Independent Contractor and those working on its behalf under this contract. Independent Contractor agrees that all services / work shall be performed within the degree of reasonable professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional engineering firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all services are technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the Town of Henniker may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform services to correct or revise any deficiencies, omissions, or errors in the professional design services or the product of the services/ work, or which results from the Independent Contractor's failure to perform in accordance with the applicable standard of care. Any approval by the Town of Henniker of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. Town of Henniker review, approval, or acceptance of, or payment for any of Independent Contractor's services / work under this contract shall not operate as a waiver of any of the Town of Henniker's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Independent Contractor shall furnish competent and skilled personnel to perform the services / work under this contract. The Town of Henniker reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior written approval of the Town of Henniker, except in the event of termination of employment. The Independent Contractor shall, if requested to do so by the Town of Henniker, remove from the job any personnel whom the Town of Henniker determines to be incompetent, dishonest, or uncooperative.

4. **TOWN OF HENNIKER REPRESENTATIVE** The Town of Henniker may designate a Town of Henniker representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the Town of Henniker Representative.

- 5. CHANGES TO SCOPE OF WORK** The Town of Henniker may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. The Independent Contractor shall provide to the Town of Henniker within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the Town of Henniker to be able to adequately analyze the proposal. The Town of Henniker will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the Town of Henniker notified Independent Contractor of the change.

When Independent Contractor seeks changes, Independent Contractor shall, before any services / work commences, estimate their effect on the cost of the contract and on its schedule and notify the Town of Henniker in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the Town of Henniker to be able to adequately analyze the proposal. The Town of Henniker will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Independent Contractor shall implement no change unless the Town of Henniker in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The Town of Henniker may provide verbal approval of a change when the Town of Henniker, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior Town of Henniker approval shall not be compensated and is, at the Town of Henniker's election, sufficient reason for contract termination.

- 6. TOWN OF HENNIKER COOPERATION** The Town of Henniker agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The Town of Henniker also agrees to provide Independent Contractor with access to Town of Henniker records in a reasonable time and manner and to schedule items that require action by the Finance Department in a timely manner. The Town of Henniker and Independent Contractor also agree to attend all meetings called by the Town of Henniker or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the Town of Henniker.

- 7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor agrees that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the Town of Henniker in writing, and has concluded that the Town of Henniker's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the Town of Henniker within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for the Independent Contractor's question or position. The Town of Henniker representative shall render a decision within 15 calendar days. The Town of Henniker's decision on the matter is final. Any work affected by conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the Town of Henniker's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the services / work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the Town of Henniker. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

- A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL.** The Town of Henniker, in its sole discretion,

shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the Town of Henniker chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Provide Town with a schedule of all outstanding orders and subcontractor agreements and assign or revoke each as directed by Town.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the Town of Henniker to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit or unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the Town of Henniker on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the Town of Henniker, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the Town of Henniker prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the Town of Henniker fails to pay Independent Contractor for 45 days after the date of approval by the Town of Henniker of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the Town of Henniker with a list of all unperformed services. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Provide Town with a schedule of all outstanding orders and subcontractor agreements and assign or revoke each as directed by Town.
4. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the Town of Henniker to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the Town of Henniker by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the Town of Henniker for damages sustained from the failure, and the Town of Henniker may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the Town of Henniker is determined. All claims for payment by the Independent Contractor must be submitted to the Town of Henniker within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the Town of Henniker, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the Town of Henniker shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the Town of Henniker may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor ceases conducting business, the Town of Henniker shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. DISPUTE RESOLUTION The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the Town of Henniker Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the Town of Henniker. If the parties are unable to resolve their dispute as described above within 30 days, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. NO DAMAGES FOR DELAY Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the Town of Henniker may provide. Further, the Independent Contractor shall not be liable for damages caused by delays attributed to other parties.

11. INSURANCE Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

- a. General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate.
- b. \$1,000,000 Combined Single Limit Automobile Liability; Coverage must include all owned, non-owned and hired vehicles ; and
- c. Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The Town of Henniker shall not maintain any insurance on behalf of Independent Contractor. Subcontractors and sub consultants are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the Town of Henniker with certificates of insurance for coverage as listed

below and endorsements affecting coverage required by the contract. The Town of Henniker requires thirty days written notice of cancellation or material change in coverage. The certificate of insurance must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability policy must name the Town of Henniker as an additional Insured** on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the Town of Henniker's Risk Management Department during the life of the contract.

- a. All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- b. The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the Town of Henniker or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- c. The insurance provided herein is primary, and no insurance held or owned by the Town of Henniker shall be called upon to contribute to a loss.
- d. Independent Contractor shall remedy all damage or loss to any property, including property of the Town of Henniker, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. INDEMNIFICATION Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the Town of Henniker, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or willful misconduct of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with the performance of this contract, including by not limited to Independent Contractor's responsibility to comply with all State and Federal grant requirements. *See* Section 17. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. PERFORMANCE BOND Pursuant to RSA 447:16, Independent Contractor required to furnish a performance bond for 100% of contract and labor/ material bonds at 100% of the contract without any additional cost to the project owner. The bond should guarantee the contractor's faithful performance of the contract. The bond should assure payment to all parties involved, such as contractors, subcontractors, and suppliers. This includes the completion of the work as per the terms and conditions laid out in the contract. The contractor is required to execute and deliver the payment and performance bonds to the Town as security for the completion of work at the time of execution of this contract.

14. FISCAL CONTINGENCY All payments under this contract are contingent upon the availability to the Town of Henniker of the necessary funds. This contract shall terminate and the Town of Henniker's obligations under it shall be extinguished at the end of any fiscal year in which the Town of Henniker fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the Town of Henniker under this contract that are not paid to Independent Contractor shall automatically revert to the Town of Henniker's discretionary control upon the completion, termination, or cancellation of the agreement. The Town of Henniker shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

15. COMPENSATION Review by the Town of Henniker of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the Town of Henniker. If there is insufficient information, the Town of Henniker may require Independent Contractor to submit additional information. Unless the Town of Henniker, in its sole discretion, decides otherwise, the Town of Henniker shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

16. COMPLIANCE WITH APPLICABLE LAWS Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, ord_____ of

any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the Town of Henniker in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

17. COMPLIANCE WITH STATE AND FEDERAL GRANT REQUIREMENTS All contracts awarded by the Town of Henniker to subcontractors and involving a grant-funded Purchase of goods or services, including small purchases, must include certain federally mandated Procurement contract provisions, including:

- a. Federal Procurement Standards
- b. Recipient Termination 2 CFR Part 200 Appendix II
- c. Equal Employment Opportunity E.O. 11246, "Equal Employment Opportunity as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Clean Air Act 42 U.S.C. 7401
- e. Federal Water Pollution Control Act 33 U.S.C. 1251
- f. Energy Efficiency 2 CFR Part 200 Appendix II
- g. Copeland "Anti-Kickback" Act 18 U.S.C 874 and U.S.C. 276C Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- h. Debarment and Suspension Executive Orders 12549 and 12689
- i. Recycling 2 CFR Part 200 Appendix II
- j. Davis-Bacon Act 40 U.S.C. 276a to a-7 see: Sam.gov Wage Determinations. Subcontractors must pay these wage rates. Contractor must track this and submit certified payroll reports weekly.
- k. Contract Work Hours and Safety Standards Act 40 U.S.C. 327-333
- l. Rights to Inventions Made Under a Contract or Agreement
- m. 37 CFR part 401 Contractor Breach Clause 2 CFR Part 200 Appendix II
- n. Independent Contractor will allow access to records by Town of Henniker, federal awarding, Comptroller General of the United States, and any other duly authorized representative.
- o. Stop work if archaeological deposits (for example Indian pottery, stone tools, shell, old house foundations, old bottles) are found/uncovered during construction. The project proponent and/or their contractor must immediately stop all work in the vicinity of the find, take reasonable measures to avoid or minimize harm to the finds, secure all archaeological finds (without removing them), and restrict access to the area of the find. The project proponent must immediately report the archaeological discovery to the State Emergency Management Agency and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will determine the next steps.
- p. Stop work if human remains are discovered. The project proponent and their contractor must immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the remains, project all human remains discoveries, and restrict access to discovery sites. The project proponents and their contractor must follow all state laws associated with the discovery of human remains, including immediately notifying the proper authorities. Violation of state law will jeopardize FEMA funding for this project. The project proponent will inform the Office of the Chief Medical Examiner, the State Archaeologist, the State Emergency Management Agency, and the FEMA Deputy Regional Environmental Officer Mary Shanks, 617-901-2204. FEMA will consult with the SHPO and Tribes, if remains are of tribal origin. Work in the vicinity of the discovery(s) may not resume until consultation is completed and appropriate measures have been taken.

project is compliant with the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act.

- q. If ground disturbance activities occur during construction, Independent Contractor will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Independent Contract is solely responsible for satisfying all applicable Federal and State standards and making sure its activities in fulling its obligations under this Contract comply with all State and Federal standards.

18. SUSPENSION AND DEBARMENT The Contractor represents and warrants that it is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. The Contractor shall notify the Company within three (3) days if, during the term of this Agreement, Contractor becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

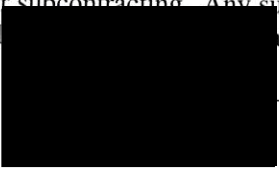
19. NONDISCRIMINATION If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the **extent** possible, consistent with their qualification, quality of work. and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is 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 apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

20. ENDORSEMENT Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.

21. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the Town of Henniker. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the Town of Henniker is void. Any consent of the Town of Henniker to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall  and

conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

22. TOWN INSPECTION OF CONTRACT MATERIALS The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the Town of Henniker, including, but not limited to, the contracting agency, Corporation Counsel, or any authorized representative of those entities. Nothing contained within this provision shall authorize the Town of Henniker to reveal Confidential Information disclosed during an inspection under this paragraph.

23. DISPOSITION OF CONTRACT MATERIALS Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the Town of Henniker and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the Town of Henniker upon completion, termination, cancellation of this contract. Alternatively, if the Town of Henniker provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the Town of Henniker, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the Town of Henniker. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the Town of Henniker.

24. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the Town of Henniker by Independent Contractor (including those remitted to the Town of Henniker by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The Town of Henniker shall have the right to reproduce any such materials.

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the Town of Henniker or any of its officers or employees, in either their official or individual capacity of the Town of Henniker, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the Town of Henniker, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

25. FINAL ACCEPTANCE Upon completion of all work under the contract, Independent Contractor

Town of Henniker in writing of the date of the completion of the work and request confirmation of the completion from the Town of Henniker. Upon receipt of the notice, the Town of Henniker shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the Town of Henniker as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the Town of Henniker shall be the date upon which the Town Administrator or other designated official accepts and approves the notice of completion.

- 26. TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any of its services / work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the Town of Henniker from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- 27. NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the Town of Henniker. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the Town of Henniker in a written waiver.
- 28. RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 29. PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the Town of Henniker to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the Town of Henniker has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the Town of Henniker. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If Town of Henniker determines that a conflict exists and was not disclosed to the Town of Henniker, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, Town of Henniker may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the Town of Henniker any profits realized under this contract, and Independent Contractor shall be liable to the Town of Henniker for any costs incurred by the Town of Henniker in completing the work described in this contract. At the discretion of the Town of Henniker, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the Town of Henniker with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If Town of Henniker determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for or be construed as a waiver of any other rights or remedies available to the Town of Henniker under this contract or at law.

- 30. THIRD PARTY INTERESTS AND LIABILITIES** The Town of Henniker and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the Town of Henniker and Independent Contractor.

- 31. SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
- 32. SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
- 33. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the Town of Henniker and the Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The Town and the Independent Contractor understand this Agreement contemplates funding through a federal grant, subject to the Town's acceptance as unanticipated funds pursuant to RSA 31:95-b, III. In the event no funds are appropriated for the provisions of this Agreement, this Agreement shall automatically terminate without any further obligations owed to either the Town or Independent Contractor.
- 34. CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Merrimack County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 6th Circuit Court-Hillsborough and not elsewhere.

Exhibit B

SCOPE OF WORK PROJECT

Objectives:

The PROJECT SCOPE consists of work at a communication tower site on the summit of Craney Hill in Henniker, NH. The project consists of the procurement and construction of a new 120-foot self-support tower, fueled backup generator system, chain link fenced compound and other general site improvements including the relocation, fit up and connection o town owned 10' x 20' equipment shelter.

The tower shall be constructed to meet the minimum tower loading for equipment currently installed on a fire tower and telephone pole existing tower at the site.

The tower should be fully equipped, including cable management, stand-off mounts and ice bridge, to accommodate the appendages listed above at the elevation and offsets shown. These systems are to be installed by the vendor.

The tower equipment shall include all structural hardware required to construct and install the facility per the manufacturer's specifications. The selected firm will provide the Manufacturer's product specifications electronically and descriptive documentation with at minimum elevation drawings of the proposed communications tower as an attachment to the agreement.

Work at the tower site shall include but not be limited to clearing of site, surveying and engineering of site, stamped drawings for tower grounding and foundation, tower foundation, tower, safety cable system, required pipe (sp) clamps, pipe ends, installation materials, welding supplies, required standoff assemblies, ground bars and required ground hardware, ground wire and ground rods, installation of RF and cabling components and 10' x 20 equipment shelter, concrete generator pad, utility coordination for new service and trench utility construction per Eversource requirements.

Each site will require specific measures which shall include the following or alternative of equivalent function.

- Perimeter Security Fencing 6' high fence and one drive through gate.

Deliverables

- a. Surveying and engineering of site, stamped drawings for tower grounding and foundation,
- b. Aerial Site Communications shall carry out the works and provide equipment as required in the documents to successfully complete the work.
- c. The site shall be cleaned of all debris construction materials. The site is to be maintained in a clean and tidy manner.
- d. Warranty on all material and workmanship to be free of defects for at least 1 year from the date the project completion.
- e. Aerial Site shall inventory equipment to ensure all equipment and parts are ready and available prior to installation.
- f. Provide miscellaneous hardware not supplied by the Town
- g. Provide the required tie-wraps, electrical tape, miscellaneous hardware and duct seal required for the installation.
- h. Provide all tools and test-sets required for the installation and performance testing.
- i. §Coordinate any service interruption with the Town

- j. Mount provided antennas onto communications tower utilizing the poles and brackets provided by the Town.
- k. The antennas and equipment to be mounted include:
 - The Capital Area Mutual Aid Fire Compact has two VHF antennas and two microwave dishes on the fire tower at Craney Hill. All of this equipment shall be placed on the new tower. The VHF antennas are Telewave ANT150's. The microwave link from Craney to Wolf Hill is a Microwave Networks Proteus 18 GHz with a 2' RFS Microwave Antennas dish. The microwave link from Craney to Gould Hill is an Aviat Eclipse 11 GHz microwave with a 3' RFS Microwave Antennas dish.
 - Police and Highway VHF antennas
- l. New grounding sources to be provided by contractor
- m. All equipment will be installed per industry standard and will be grounded in accordance with Motorola Solutions RSG standards.
- n. Aerial Site shall provide the necessary cable hangers to mount the cable onto the tower and Ice Bridge.
- o. All antennas will be terminated in the Fire Tower communications facility on Craney Hill and shall be prepared for an easy transition from the old antennas to the newly installed antennas.
- p. Lightening protection
- q. Cable Entry Port Boots and Cushions will be Installed. Boots and Cushions
- r. Aerial Site is responsible for removal of all old Equipment from the Fire Tower on Craney Hill once all antennas have been transitioned to the new antennas. All Antennas will be secured by the Town for future use.
- s. All Cabling and mounting equipment shall be removed from the Fire Tower and properly disposed of.
- t. All work will be completed by June 30, 2024, and fully invoiced by July 30, 2024.

Town Responsibilities

- a. The Town will provide access to the site and facility.
- b. 10x20 Shelter
- c. The Town will provide the antennas and new transmission lines if needed.
- d. The town will move radio equipment from fire tower to the new 10x20 shelter

Assumptions:

- AC power exists and meets industry standards.
- Sites exist, and all zoning/permitting has been completed by the Town.
- Sites have adequate space for the new equipment
- Sites are accessible by **2 and 4-wheel** drive vehicles.
- Independent Contractor will supply the required ground wire, tie-wraps, electrical tape, power wire, and weatherproof kits required for the installation unless otherwise specified above.
- All hardware and fasteners provided by CONTRACTOR will be stainless steel or galvanized unless otherwise specified by the Town.
- All grounding installed by the contractor shall meet **Motorola R56 compliance**.
- All wireless equipment shall be installed, aligned and configured as per the manufacturer's specifications.
- Site grounds and facilities will be left as found, except as specified in the Scope of Work, with all scraps, packaging, or other waste disposed of properly.
- Any left-over cable, parts, hangers, or other hardware shall be returned to, or left with, Town unless otherwise specified.

- All work not included in the Scope of Work will require a change order to be complete.

INVOICING:

1. Aerial Site shall provide required documentation before invoices are processed.
2. All work will be completed by June 30, 2024, and fully invoiced by July 30, 2024.



Aerial Site Communications

**ORIGINAL WARRANT
YIELD TAX LEVY
November 8, 2024
THE STATE OF NEW HAMPSHIRE**

COUNTY OF: MERRIMACK

TO: *Deborah 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 the date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the yield tax due, below, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00, or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at *HENNIKER*,

Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date

DATE OF BILLING: November 8, 2024

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
MICHAEL SHARP ENTERPRISES LLC 1 MEADOWBROOK RD BRIDGEWATER, NH 03222	8-646	23-213-06-T	\$370.13
DATE YIELD TAX DUE:			December 8, 2024

CERTIFICATION OF YIELD TAXES ASSESSED
INTENT FILED DURING TAX YEAR: April 1, 2023 to March 31, 2024

TOWN / CITY OF: HENNIKER, NH
COUNTY OF: MERRIMACK
DATE OF BILLING: November 8, 2024

SEND SIGNED COPY TO: NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
PO BOX 487
CONCORD, NH 03302-0487
or E-mail to timber@dra.nh.gov

Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date
Selectman/Assessor	Date

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET (In Thousands)	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VALUE	TAX AT 10 %	
MICHAEL SHARP ENTERPRISES LLC 1 MEADOWBROOK RD BRIDGEWATER, NH 03222	WHITE PINE	107.125			\$300.00	\$32,137.50	\$3,213.75	Subtotal of TAXES Due (Col. #9)
	HEMLOCK	52.735			\$50.00	\$2,636.75	\$263.68	
	RED PINE							
	SPRUCE & FIR	0.640			\$90.00	\$57.60	\$5.76	
# 2	HARD MAPLE				\$100.00			\$4,740.13
DESIGNATED ON NOTICE OF INTENT TO CUT	WHITE BIRCH				\$100.00			
	YELLOW BIRCH				\$100.00			
MAP & LOT NUMBER 8-646	ASH	2.485			\$100.00	\$248.50	\$24.85	Less bond or amount previously paid, if applicable
	SOFT MAPLE				\$100.00			
	BEECH/PALLET/TIE LOGS	3.155						
	PINE BOX / PALLET	12.970			\$30.00	\$389.10	\$38.91	
	OTHER: OAK PALLET	3.335			\$50.00	\$166.75	\$16.68	
# 3	OTHER: MATLOGS	9.075			\$200.00	\$1,815.00	\$181.50	\$4,370.00
# 3	OTHER: HARDWOOD SAWLOG	3.110			\$100.00	\$311.00	\$31.10	
OPERATION NUMBER					TONS	CORDS		
23-213-06-T	SPRUCE & FIR				\$ -			Total Amount Due
	HARDWOOD & ASPEN		694.91		\$ -			
	PINE		159.13		\$ -			
	HEMLOCK		289.71		\$ -			
ACCOUNT OR SERIAL #:	BIOMASS CHIPS		1,242.00		\$ -			\$370.13
P1-675 TOTTEN TRAILS (STATE OF	HIGH GRADE SPRUCE				\$ -			
	CORDWOOD				\$ 10.00			
						\$47,401.20	\$4,740.13	

TOWN OF HENNIKER
18 Depot Hill Road

Henniker, NH 03242
(603) 428-3240

MICHAEL SHARP ENTERPRISES LLC

1 MEADOWBROOK RD
BRIDGEWATER, NH 03222

YIELD TAX ON TIMBER CUT

Account & Serial #: **P1-675 TOTTEN TRAILS (STATE OF NH)**

Tax Map & Lot #: **8-646**

Operation #: **23-213-06-T**

Date of Billing: **November 8, 2024**

Subtotal of Taxes Due: **\$4,740.13**

Less bond or amount previously paid, if applicable: **\$4,370.00**

Amount Committed to me for Collection Per RSA 79: **\$370.13**

18% APR interest will be charged on unpaid taxes after: December 8, 2024

APPEAL: An owner may, within 90 days of Notice of 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 79:10 and 11. (RSA 79:8)

TAX COLLECTOR OFFICE HOURS:

Mon, Wed, Fri: 8am-4pm; Tue: 10am-6pm; Thur CLOSED

Sincerely,

Deborah Aucoin
Tax Collector

TOWN / CITY:

HENNIKER, NH

COUNTY:

MERRIMACK

OWNER:

MICHAEL SHARP ENTERPRISES LLC

COMPANY / OWNER 2:

ADDRESS:

1 MEADOWBROOK RD

TOWN / STATE / ZIP:

BRIDGEWATER, NH 03222

INTENT FILED DURING TAX YEAR: April 1, 2023 to March 31, 2024

ACCOUNT & SERIAL #: P1-675 TOTTEN TRAILS (STATE OF NH)

TAX MAP & LOT #: 8-646

OPERATION #: 23-213-06-T

DATE OF BILLING: November 8, 2024

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE*	BOARD FEET (In Thousands)			
WHITE PINE	\$0.00	\$300.00			\$300.00	1.00	\$ 300.00	107.125			
HEMLOCK	\$0.00	\$50.00			\$50.00	1.00	\$ 50.00	52.735			
RED PINE	\$0.00	\$0.00			\$0.00	1.00	\$ -	0.000			
SPRUCE & FIR	\$0.00	\$90.00			\$90.00	1.00	\$ 90.00	0.640			
HARD MAPLE	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	0.000			
WHITE BIRCH	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	0.000			
YELLOW BIRCH	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	0.000			
OAK	\$0.00	\$350.00			\$350.00	1.00	\$ 350.00	27.540			
ASH	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	2.485			
SOFT MAPLE	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	0.000			
BEECH/PALLET/TIE LOGS	\$0.00	\$0.00			\$0.00	1.00	\$ -	3.155			
PINE BOX / PALLET	\$0.00	\$30.00			\$30.00	1.00	\$ 30.00	12.970			
OTHER: OAK PALLET	\$0.00	\$50.00			\$50.00	1.00	\$ 50.00	3.335			
OTHER: MATLOGS	\$0.00	\$200.00			\$200.00	1.00	\$ 200.00	9.075			
OTHER: HARDWOOD SAWLOG	\$0.00	\$100.00			\$100.00	1.00	\$ 100.00	3.110			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS	STUMPAGE VALUE CORDS	#TONS	#CORDS
SPRUCE & FIR	\$0.00	\$0.00			\$0.00		1.00	\$ -		0.000	
HARDWOOD & ASPEN	\$0.00	\$0.00			\$0.00		0.00	\$ -		694.910	
PINE	\$0.00	\$0.00			\$0.00		0.00	\$ -		159.130	
HEMLOCK	\$0.00	\$0.00			\$0.00		0.00	\$ -		289.710	
BIOMASS CHIPS	\$0.00	\$0.00			\$0.00		0.00	\$ -		1242.000	
HIGH GRADE SPRUCE	\$0.00	\$0.00			\$0.00		0.00	\$ -		0.000	
CORD WOOD/FUELWOOD			\$0.00	\$10.00		\$10.00	1.00		\$ 10.00		0

* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
REPORT OF WOOD OR TIMBER CUT

RSA 79:11

See instructions on back of form

Received by
TOWN OF HENNIKER

OCT 18 2023

OPERATION # 23-213-06-T

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

Mailing Address:

MICHAEL SHARP
MICHAEL SHARP ENTERPRISES LLC
1 MEADOW BROOK RD
BRIDGEWATER NH 03222-5323

8. Description of Wood or Timber Cut

- City/Town of: HENNIKER
- Tax Map/Lot # or USFS sale name/unit #: 8 / 646
- Exact Acreage of Cut: 45
- Is the cutting complete? Yes No
- If yes, date cutting was completed? 10-1-23
- Names of ALL purchasers that the forest products were sold to:
Durgin, Springfield Power
NAME HHP, Carron firewood
NAME Bridgewater Power, Twigs Fire wood
NAME Ryegate Power
NAME

SPECIES	EXACT SCALE CUT USE INTERNATIONAL 1/4 RULE LOG SCALE			
	MBF = (THOUSAND BOARD FEET)			
White Pine	10	7.1	25	
Hemlock	5	2.7	35	
Red Pine				
Spruce & Fir			.640	
Hard Maple				
White Birch				
Yellow Birch				
Oak	27	54	0	
Ash	2	48	5	
Soft Maple				
Beech/ Pallet/ Tie Logs				
Others (Specify) <u>MISC</u>	3	11	0	
PULPWOOD		TONS		
Spruce & Fir				
Hardwood & Aspen	4	58	.31	
Pine	1	59	.13	
Hemlock	2	89	.71	
	2	42	0	

TOTAL TONS: 236.60 Tons

For Timber for Personal
on back of form.

logger/forester or
declare that all
are true and correct.

RESPONSIBLE FOR CUTTING

or fails to send copies

two times what the

tax would have been if the report has been properly filed. Refer to RSA 79:12 for the complete statute on doamage.

State of New Hampshire
Dept. of Natural & Cultural Resources

Division of Forests & Lands
Stumpage Summary

Property: **Totten Trails SF**
Project #: **1.675**

Sawlogs

Species	Product	Harvest Volume (Mbf)	Stumpage Value (\$)
White Pine	Sawlogs	107.125	\$32,137.50
White Pine	Pallet	12.970	\$389.10
Hemlock	Sawlogs	52.735	\$2,636.75
Red Spruce	Sawlogs	0.640	\$57.60
Red Oak	Sawlogs	27.540	\$9,639.00
Oak	Pallet	3.335	\$166.75
White Ash	Sawlogs	2.485	\$248.50
Other Hardwood	Sawlogs	3.110	\$311.00
Hardwood	Pallet	3.155	
Hardwood	Matlog	9.075	\$1,815.00
Totals		222.170	\$47,401.20

Low grade

Species	Product	Harvest Volume	Stumpage Value (\$)
Hardwood	Pulp	458.31	
Softwood	Pulp	159.13	
Hemlock	Pulp	289.71	
Mixedwood	Chips	1,242.00	
Firewood	Fuelwood	236.60	
Totals		2,385.750	

Total Value Removed **\$47,401.20**

Stumpage Payments Received **\$32,351.54**

Stumpage Due **\$15,049.66**

INTENT TO CUT CHECKLIST

Date received 11/3/2023 Office ID# _____

Owner's name Eisner, Clifford L. & Beverly A. Lot # 2-21

Route to: Highway Superintendent Conservation Commission

Items 1 - 10 Complete Map information complete Not provided

Missing items: Missing items:

- | | |
|---|--|
| <ul 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 | <ul 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 per Road Agent

Road bond required Yes No \$ Amount _____
 Date paid _____ Date returned _____

Permission to Haul Form Yes No Date received per Road Agent

Wetlands permit required Yes No Date received Unknown

Notes/ Class VI Road
 Comments _____

FORM PA-7

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

Received by TOWN OF HENNIKER

NOV 03 2023

SELECTMEN'S OFFICE

(Assigned by Municipality)

YR TOWN OP# T
[] - [] - [] - T

For Tax Year April 1, 23 to March 31, 24

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

1. Town/City of: Henniker

2. Tax Map/Block/Lot or USFS Sale Name & Unit No. 2-21

3. Intent Type: Original Supplemental

4. Name of Access Road: Cross Road

5a. Acreage of Lot: 18 Acreage of Cut: 12

5b. Anticipated Start Date: 11/10/23

6. Type of ownership (check only one):
- a. Owner of Land and Stumpage (Sole Owner)
 - b. Owner of Land and Stumpage (Joint Tenants)
 - c. Owner of Land and Stumpage (Tenants in Common)
 - d. Previous owner retaining deeded timber rights
 - e. Owner/Purchaser of stumpage & timber rights on public lands (Fed., State, municipal, etc.) or Utility Easements

REPORT OF CUT / CERTIFICATE TO BE SENT TO:

OWNER OR LOGGER / FORESTER

BY MAIL OR E-MAIL

7. 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. We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)



8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	50	MBF
Hemlock	70	MBF
Red Pine	5	MBF
Spruce & Fir		MBF
Hard Maple		MBF
White Birch	5	MBF
Yellow Birch	2	MBF
Oak	20	MBF
Ash	5	MBF
Soft Maple	20	MBF
Beech/Palmetto & Mat Log/Pine Box	15	MBF
Other (Specify)		MBF
Softwood		Tons
Spruce & Fir		
Hardwood & Aspen		
Pine		
Hemlock		
Biomass Chips	2500	
Miscellaneous		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	200	Cords

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

Species Firewood Amount: 20 Cd

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, and certifies that they are familiar with RSA 227-J, the timber harvest laws.

[Signature] 11/03/23
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

NH Timber Harvesting, LLC.
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

376 Clough Hill Rd
MAILING ADDRESS

Loudon NH 03307
CITY OR TOWN

603-344-9433
PHONE NUMBER

any timber tax bond required

Date: _____
The tax collector will be notified within 30 days of receipt pursuant to RSA 78:10.
This form to be forwarded to DRA immediately after signing.

ASSESSING OFFICIAL DATE SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL DATE

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

NH DEPARTMENT OF REVENUE ADMINISTRATION
Municipal and Property Bureau
Equalization Bureau



2023 MUNICIPAL ASSESSMENT
DATA CERTIFICATE

MUNICIPALITY: HENNIKER

We, the undersigned, do hereby certify that the assessment and sales information provided by us on the NH Mosaic Equalization System has been thoroughly reviewed by this Board and is complete and accurate to the best of our knowledge.

We understand that this information will be used by the NH Department of Revenue Administration to calculate the municipality's equalization ratio. The equalization ratio will be used to calculate the total equalized valuation for this municipality.

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS **DATE**
(Must be signed by a majority of Selectmen, if a Town, or Assessor, if a City)

_____	_____
_____	_____
_____	_____
_____	_____

Name of Contact Person: Evan Roberge

E-mail Address: Evan@avitarassociates.com

Office Phone Number: 603-798-4419

Office Hours: M-F 8:00-4:00

(Note: If your office keeps irregular hours, please provide an alternate means of contacting you.)

(Please check appropriate box, if applicable)

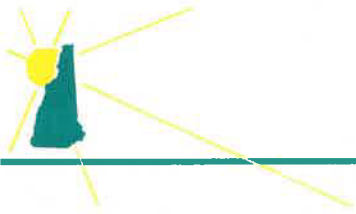
Full Reval Cyclical Reval Cyclical in Progress Partial Reval Statistical Reval
(Values Updated)

Name of Company Performing Revaluation Work: Avitar Associates

(Please state if done In-House)

COMMENTS: _____

Please upload to: ratiostudy.org



Avitar Associates of New England, Inc.

A Municipal Services Company

October 27, 2023

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

Re: Preliminary DRA Sales to Assessment Ratio

Dear Helga & Board Members:

Enclosed is the preliminary 2023 sales to assessment ratio analysis and associated Equalization Sales Report for the Town of Henniker for the 52 qualified sales using the DRA's normal qualification criteria, which excludes foreclosures, bank sales, family transactions, estate sales and the like. This preliminary analysis indicates a median sale to assessment ratio of 92.6%, coefficient of dispersion of 9.4 and a price related differential of 1.01. With the Board's approval, I will be happy to forward this information electronically to the DRA for the department's use in establishing the actual ratio. The Selectmen will still need to sign and return the certification form to me and I will upload to the Mosaic portal.

As always, please do not hesitate to contact me should you have questions or concerns.

Sincerely,

ESR/sjc
Enclosures (2023 Trial Ratio Study Report & Certification Form)



Consent Agenda STAFF REPORT

DATE: 11/7/2023

TITLE: 2024 Holiday Schedule

INITIATED BY: Helga Winn, Executive Assistant

PREPARED BY: Helga Winn, Executive Assistant

PRESENTED BY: Consent Agenda

AGENDA DESCRIPTION: Request for Approval of 2024 Holiday Schedule with December 24, 2024, as the additional holiday.

Background: The attached 2024 proposed holiday schedule is based on Addendum A, Compensation Plan, Section 4 - Holidays of the current personnel policy, which states: *The town honors eleven (11) paid holidays as follows:*

*New Year's Day
President's Day
Martin Luther King Day
Memorial Day
Independence Day*

*Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day*

In addition, the board will determine one (1) additional holiday which may change from year to year. The specific date will be set by the board after receiving input from the employees and will be a day off for all employees. The transfer station shall be closed on all of these holidays, in addition to Easter.

Input from employees was sought and the majority chose December 24, 2024, as the additional holiday.

Legal Authority: Addendum A, Compensation Plan - Section 4, Holidays

Financial Details: N/A

Suggested Motion: Approve 2024 proposed holiday schedule as presented with December 24, 2024, as the additional holiday.

Kris Blomback: _____

Date: _____

William Marko: _____

Date: _____

D. Scott Osgood: _____

Date: _____

Jeff Morse: _____

Date: _____

Neal Martin: _____

Date: _____



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

To: Board of Selectmen
From: Helga Winn, Executive Assistant
Date: October 13, 2023
Ref.: Observance of Holidays 2024

Please find the proposed holiday schedule for calendar year 2024 will be as follows:

HOLIDAY	DATE OBSERVED	DAY
New Year's Day	January 1, 2024	Monday
Martin Luther King Jr. Day	January 15, 2024	Monday
President's Day	February 19, 2024	Monday
Memorial Day	May 27, 2024	Monday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Columbus Day/Indigenous Peoples Day	October 14, 2024	Monday
Veteran's Day	November 11, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Day after Thanksgiving	November 29, 2024	Friday
Christmas Day	December 25, 2024	Wednesday
Additional Holiday	December 24, 2024	Tuesday

*In accordance with Addendum A, Section 4 (page 31) of the Town of Henniker Personnel Policy

**The Transfer Station shall be closed on all of these holidays, in addition to Easter. (From Henniker Personnel Policy)



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Consent Agenda STAFF REPORT

DATE: 10/18/2023
TITLE: Solid Waste Committee Extension
INITIATED BY: Hank Bernstein, General Administrative Assistant
PREPARED BY: Hank Bernstein, General Administrative Assistant
PRESENTED BY: Consent Agenda
AGENDA DESCRIPTION: Solid Waste Disposal and Recycling Advisory Committee is scheduled to sunset on November 15, 2023. Since their establishment the SWDRAC has only been able to meet three times.
LEGAL AUTHORITY: -
FINANCIAL DETAILS: -
BACKGROUND:

On October 18, 2022, the Selectboard voted to reestablish the Solid Waste Committee. On November 15, 2022, the Selectboard voted to make the Solid Waste and Recycling Committee a committee that sunsets after a period of one year. The committee has only been able to meet three times and has not been able to achieve the goals they set out to accomplish.

OTHER DEPARTMENT HEAD COMMENTS:

Transfer Station: Extend committee timeline for another six months.

Town Administrator: Extend committee timeline for another year

SUGGESTED ACTIONS / MOTIONS:

**Motion to extend the Solid Waste and Recycling Advisory Committee
timeline to expire on November 15, 2024**

Kris Blomback _____

Bill Marko _____

Neal Martin _____

Jeff Morse _____

Scott Osgood _____

Item #10 – Re-establish Solid Waste and Recycling Committee

Town Administrator Kendall points out that it has been quite some time since the Transfer Station policies have been updated and it is time to revisit them. The costs of hauling and disposal has been increased. Town Administrator Kendall and Marc Boisvert (Manager of the Transfer Station) agree that it would be a good idea to establish a committee for the transfer station to evaluate the policies, expenses, and fees to advise the Selectboard. Mr. Boisvert shares that prices for hauling and tonnage have gone up quite a bit. Mr. Boisvert explained due to industry changes, only household waste can be put in the hopper. Previously, most household items such as couches, recliners, tables, chairs, etcetera were allowed. With this change there now needs to be a charge associated with these items. Mr. Boisvert goes on to say that there is an issue with consistency of fees among the staff and with this committee there would be more opportunity for consistency. Mr. Boisvert shares that he is actively trying to keep things out of the waste stream; he is currently running a pumpkin recycling program. Instead of paying to recycle them he is hoping that some farms come by and ask for the pumpkins. He is also meeting with the Lions Club to discuss recycling plastic bags. For every 500lbs of plastic the Lyons club will get a park bench out of it. Mr. Boisvert really just wants to see more consistency at the transfer station. Selectwoman Hooper asks Selectman Flynn if he has made any progress on his task of fee investigation. Selectman Flynn did not have any updates. **Selectman Marko makes a motion to reestablish the solid waste committee as a standing committee. Seconded by Selectwoman Hooper for purpose of discussion.** Selectwoman Hooper suggests

FINAL

looking at the charter for the former Solid Waste Committee to adjust and fine tune the charter of that committee. **Motion passes unanimously.**

Item #6: Re-establish Solid Waste and Recycling Committee next steps

The board has an unresolved issue on whether the Solid Waste and Recycling Committee should be an ad hoc or standing committee. The Board had left off waiting for input from Marc Boisvert, Superintendent of the Transfer Station. Mr. Boisvert is present at the meeting. He thinks that having the committee for six months would be useful. Employees of the Transfer Station are encountering frustrated residents who are fed up with the inconsistencies. Mr. Boisvert thinks it would be nice to have a committee to make sure we are treating the town people fairly and could help improve the service for the town.

Selectwoman Hooper, referring to fluctuating fees and potentially changing operating procedures, asks Mr. Boisvert if it would be beneficial if this committee was appointed year-round. Mr. Boisvert says that the Transfer Station needs advice for staying on track. Chairman Blomback points out that it seems like Mr. Boisvert would prefer a committee that sunsets after the issue is resolved. Selectman Marko brings up that the mission statement of the Solid Waste and Recycling Committee is abstract, and it may be difficult to see when it is complete. He also shares that Leo Aucoin, Highway Superintendent, appreciates his committee. Selectwoman Hooper reiterates that the mission of the Solid Waste and Recycling Committee is to not only support but to advise the Transfer Station. Town Administrator Kendall repeats the question at hand to Mr. Boisvert- would you prefer an ongoing, standing committee, or a short term, ad hoc committee. Mr. Boisvert says he likes the idea of a temporary committee.

Chairman Blomback makes a motion to make the Solid Waste and Recycling Committee a committee that sunsets after a period of six months, seconded by Selectman Osgood. Selectman Flynn says he would prefer if the period for the committee is a year. **Chairman Blomback amends his motion to a period of one year. Motion passes 3-2.**

Item #7: Holiday Schedule

Town Administrator Kendall reminds the board that they wanted to adopt a Holiday Schedule for 2023. There was deliberation on the floating holiday. Town Administrator Kendall asked the employees for input and got six responses, four preferring the 26th of December, and two preferring the 24th. She proposed that each department choose which day works best for them. Selectwoman Hooper notes that there was a greater discussion about the 2023 Holiday Schedule. She had recommended removing additional holidays. Selectwoman Hooper suggested removing New Year's Day Observed, President's Day, Juneteenth, Columbus Day, and a floating holiday from the 2023 schedule. Chairman Blomback shares that he would like to see a paid time off schedule that would include holidays. Selectwoman Hooper states that there is not much time left in the year to decide, so one should be made at this meeting. **Selectman Flynn makes a motion to retain the holiday schedule unchanged. The motion dies.**

Selectwoman Hooper recommends the holidays for 2023 for the Town Office to be closed: Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and two

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

Date: November 7, 2023

Requestor: Finance Department

Funds to be expended from: Police Department Equipment Expendable Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Officer Equipment

Amount Requested: \$ 9,444.48

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$9,444.48 from the Police Department Equipment Expendable Fund for the purpose of officer equipment.

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: _____

<u>Trust</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Date</u>	<u>Paid By Town</u>
Police Equipment	AAA Police Supply	\$ 6,936.00	8/23/2023	8/30/2023
	AAA Police Supply	2,508.48	9/29/2023	10/18/2023
	Total	\$ 9,444.48		

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

Date: November 7, 2023

Requestor: Finance Department

Funds to be expended from: Town Technology Expendable Trust Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Software Upgrade and New Computers

Amount Requested: \$ 4,214.00

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$4,214.00 from the Town Technology Expendable Trust Fund for the purpose of software upgrade and new computers.

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: _____

<u>Trust</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Date</u>	<u>Paid By Town</u>
Town Technology	CAI Technology	\$ 1,800.00	12/20/2022	1/4/2023
	Mirador	2,414.00	12/27/2022	1/4/2023
	Total	\$ 4,214.00		

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

Date: November 7, 2023

Requestor: Finance Department

Funds to be expended from: Town Technology Expendable Trust Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Software Training and New Computers

Amount Requested: \$ 6,975.00

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$6,975.00 from the Town Technology Expendable Trust Fund for the purpose of software training and new computers.

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: _____

<u>Trust</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Date</u>	<u>Paid By Town</u>
Town Technology	BS&A Software	\$ 2,000.00	2/10/2023	3/1/2023
	Mirador	3,636.00	5/15/2023	5/24/2023
	Mirador	1,339.00	9/20/2023	11/1/2023
	Total	\$ 6,975.00		

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

Date: November 7, 2023

Requestor: Finance Department

Funds to be expended from: Road Maintenance Expendable Trust Fund

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Road Maintenance

Amount Requested: \$314.88

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$314.88 from the Road Maintenance Expendable Trust Fund for the purpose of road maintenance.

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: _____

<u>Trust</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Date</u>	<u>Paid By Town</u>
Road Maintenance	Core & Main	\$ 314.88	11/15/2022	12/7/2022

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

Date: November 7, 2023

Requestor: Finance Department

Funds to be expended from: Road Maintenance Expendable Trust

Authority: Board of Selectmen agents to expend

Expenditure Purpose: Liberty Hill and Flanders Road Improvements

Amount Requested: \$ 73,361.20

Additional Notes:

Authorization: By way of Consent Agenda, the Henniker Board of Selectmen hereby authorizes the expenditure of \$73,361.20 from the Road Maintenance Expendable Trust for the purpose of road improvements.

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: _____

<u>Trust</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Date</u>	<u>Paid By Town</u>
Road Maintenance	Halls' Excavation	\$ 19,361.20	7/12/2023	10/18/2023
	EJ Prescott	54,000.00	8/23/2023	9/20/2023
	Total	\$ 73,361.20		

**TOWN OF HENNIKER
PAYROLL CHECK REGISTERS
DATE: October 25, 2023**

**WAGES: \$54,119.14
PAYROLL DEDUCTIONS: \$11,391.64
TOTAL: \$65,510.78**

BOARD OF SELECTMEN APPROVAL

<hr/> Kris Blomback	Date
<hr/> Scott Osgood	Date
<hr/> Bill Marko	Date
<hr/> Neal Martin	Date
<hr/> Jeff Morse	Date
<hr/>  Town Administrator	10/24/23 Date
<hr/> Treasurer	Date

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER

For 10/25/2023 to 10/25/2023

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
REGULAR	40.00	0.00	798.40	0.00	0.00
SALARY	47.50	0.00	1,292.92	0.00	0.00
Totals:	87.50	0.00	2,091.32	0.00	0.00

Department: TRANSFER TRANSFER

Department Totals For: TRANSFER

COMP BUYOUT	1.00	0.00	15.78	0.00	0.00
OVERTIME	0.00	0.00	0.00	1.00	33.05
REGULAR	145.50	0.00	3,332.59	0.00	0.00
Totals:	146.50	0.00	3,348.37	1.00	33.05

Department: WELFARE WELFARE

Department Totals For: WELFARE

REGULAR	16.00	0.00	339.84	0.00	0.00
Totals:	16.00	0.00	339.84	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT

Department Totals For: WWTP

REGULAR	107.00	0.00	3,052.90	0.00	0.00
SICK	8.00	0.00	196.40	0.00	0.00
VACATION	5.00	0.00	177.90	0.00	0.00
Totals:	120.00	0.00	3,427.20	0.00	0.00

Grand Totals:

COMP BUYOUT	1.00	0.00	15.78	0.00	0.00
EVENING	98.00	0.00	73.50	0.00	0.00
FTO	80.00	0.00	80.00	0.00	0.00
MIDNIGHT	109.00	0.00	109.00	0.00	0.00
OUTSIDE DETAIL	14.00	0.00	631.82	0.00	0.00
OVERTIME	0.00	0.00	0.00	78.50	3,321.76
REGULAR	1,557.50	0.00	41,203.55	0.00	0.00
SALARY	200.00	0.00	7,053.04	0.00	0.00
SICK	38.00	0.00	1,080.70	0.00	0.00
VACATION	19.33	0.00	549.99	0.00	0.00
Totals:	2,116.83	0.00	50,797.38	78.50	3,321.76

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER
For 10/25/2023 to 10/25/2023

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
Department: CODE CODE					
Department Totals For: CODE					
SALARY	18.00	0.00	485.57	0.00	0.00
Totals:	18.00	0.00	485.57	0.00	0.00
Department: CSWW CSWW					
Department Totals For: CSWW					
REGULAR	31.00	0.00	1,691.46	0.00	0.00
Totals:	31.00	0.00	1,691.46	0.00	0.00
Department: FIRE/RESCUE FIRE/RESCUE					
Department Totals For: FIRE/RESCUE					
REGULAR	71.75	0.00	1,534.21	0.00	0.00
Totals:	71.75	0.00	1,534.21	0.00	0.00
Department: HIGHWAY HIGHWAY					
Department Totals For: HIGHWAY					
OVERTIME	0.00	0.00	0.00	43.75	1,791.99
REGULAR	240.00	0.00	6,616.00	0.00	0.00
Totals:	240.00	0.00	6,616.00	43.75	1,791.99
Department: LIBRARY LIBRARY					
Department Totals For: LIBRARY					
REGULAR	88.50	0.00	1,905.44	0.00	0.00
SALARY	40.00	0.00	1,608.40	0.00	0.00
Totals:	128.50	0.00	3,513.84	0.00	0.00
Department: POLICE POLICE					
Department Totals For: POLICE					
EVENING	98.00	0.00	73.50	0.00	0.00
FTC	80.00	0.00	80.00	0.00	0.00
MIDNIGHT	109.00	0.00	109.00	0.00	0.00
OUTSIDE DETAIL	14.00	0.00	631.82	0.00	0.00
OVERTIME	0.00	0.00	0.00	26.00	1,249.57
REGULAR	432.00	0.00	12,716.53	0.00	0.00
VACATION	6.00	0.00	169.42	0.00	0.00
Totals:	739.00	0.00	13,780.27	26.00	1,249.57
Department: RESCUE RESCUE					
Department Totals For: RESCUE					
OVERTIME	0.00	0.00	0.00	7.75	247.15
REGULAR	275.75	0.00	6,737.58	0.00	0.00
SICK	30.00	0.00	884.30	0.00	0.00
VACATION	8.33	0.00	202.67	0.00	0.00
Totals:	314.08	0.00	7,824.55	7.75	247.15
Department: SELECTMAN SELECTMAN					
Department Totals For: SELECTMAN					
REGULAR	110.00	0.00	2,478.60	0.00	0.00
SALARY	94.50	0.00	3,666.15	0.00	0.00
Totals:	204.50	0.00	6,144.75	0.00	0.00
Department: TC/TX TOWN CLERK / TAX COLLECTOR					
Department Totals For: TC/TX					

10/24/2023
10:45 AM

Remittance Invoice Report

PAYROLL DEDUCTIONS
Page: 1/1

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	4,772.04
	SOCSEC_EE	01-0000-2025-001	2,358.61
	SOCSEC_ER	01-0000-2025-001	2,358.61
	MEDICARE_EE	01-0000-2025-001	766.47
	MEDICARE_ER	01-0000-2025-001	766.47

Invoice Total: 11,022.20

Sub Totals:

FITW	4,772.04
MEDICARE	1,532.94
SOCSEC	4,717.22

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 11,391.64

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	4,772.04
MEDICARE	1,532.94
SOCSEC	4,717.22

TOWN OF HENNIKER
PAYROLL CHECK REGISTERS
DATE: November 1, 2023

WAGES: \$55,073.68
PAYROLL DEDUCTIONS: \$11,630.91
TOTAL: \$66,704.59

BOARD OF SELECTMEN APPROVAL



Kris


Scott Osgood Date

Bill Marko Date

Neal Martin Date

Jeff Morse Date


Town Administrator 10/31/23
Date


Treasurer 10/31/23
Date

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER
For 11/01/2023 to 11/01/2023

WAGES

Department: CODE CODE
Department Totals For: CODE

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
GASOLINE	0.00	0.00	200.00	0.00	0.00
SALARY	18.00	0.00	485.57	0.00	0.00
Totals:	18.00	0.00	685.57	0.00	0.00

Department: CSWW CSWW
Department Totals For: CSWW

REGULAR	22.00	0.00	1,538.46	0.00	0.00
Totals:	22.00	0.00	1,538.46	0.00	0.00

Department: FIRE/RESCUE FIRE/RESCUE
Department Totals For: FIRE/RESCUE

REGULAR	38.00	0.00	764.30	0.00	0.00
Totals:	38.00	0.00	764.30	0.00	0.00

Department: HIGHWAY HIGHWAY
Department Totals For: HIGHWAY

CELL PHONE	0.00	0.00	75.00	0.00	0.00
MILEAGE	0.00	0.00	340.00	0.00	0.00
OVERTIME	0.00	0.00	0.00	50.50	2,069.20
REGULAR	239.00	0.00	6,586.16	0.00	0.00
SICK BUYOUT	4.00	0.00	119.36	0.00	0.00
VACATION	1.00	0.00	29.84	0.00	0.00
Totals:	244.00	0.00	7,150.36	50.50	2,069.20

Department: LIBRARY LIBRARY
Department Totals For: LIBRARY

REGULAR	78.50	0.00	1,702.51	0.00	0.00
SALARY	40.00	0.00	1,608.40	0.00	0.00
Totals:	118.50	0.00	3,310.91	0.00	0.00

Department: POLICE POLICE
Department Totals For: POLICE

EVENING	74.00	0.00	55.50	0.00	0.00
FTO	69.00	0.00	69.00	0.00	0.00
MIDNIGHT	107.00	0.00	107.00	0.00	0.00
OVERTIME	0.00	0.00	0.00	16.00	793.78
REGULAR	420.00	0.00	12,403.89	0.00	0.00
SICK	10.00	0.00	236.90	0.00	0.00
SICK BUYOUT	8.00	0.00	333.60	0.00	0.00
USECOMP	10.00	0.00	253.60	0.00	0.00
VACATION	4.00	0.00	141.56	0.00	0.00
Totals:	702.00	0.00	13,601.05	16.00	793.78

Department: RESCUE RESCUE
Department Totals For: RESCUE

COMP OVER BASE	5.00	0.00	121.65	0.00	0.00
OVERTIME	0.00	0.00	0.00	15.50	501.20
REGULAR	296.50	0.00	7,248.14	0.00	0.00
SICK	30.00	0.00	961.50	0.00	0.00
VACATION	12.00	0.00	327.00	0.00	0.00
Totals:	343.50	0.00	8,658.29	15.50	501.20

Department: SELECTMAN SELECTMAN
Department Totals For: SELECTMAN

DEPARTMENTAL HOURS AND GROSS SUMMARY REPORT FOR TOWN OF HENNIKER
For 11/01/2023 to 11/01/2023

Pay Code	Regular Hours	Suppl. Hours	Regular Gross	OT Hours	OT Gross
CELL PHONE	0.00	0.00	75.00	0.00	0.00
REGULAR	101.75	0.00	2,194.22	0.00	0.00
SALARY	96.25	0.00	3,666.15	0.00	0.00
SICK	10.25	0.00	292.95	0.00	0.00
USECOMP	2.50	0.00	71.45	0.00	0.00
Totals:	210.75	0.00	6,299.77	0.00	0.00

Department: TC/TX TOWN CLERK / TAX COLLECTOR
Department Totals For: TC/TX

REGULAR	39.25	0.00	783.43	0.00	0.00
SALARY	45.00	0.00	1,292.92	0.00	0.00
SICK	0.75	0.00	14.97	0.00	0.00
Totals:	85.00	0.00	2,091.32	0.00	0.00

Department: TRANSFER TRANSFER
Department Totals For: TRANSFER

OVERTIME	0.00	0.00	0.00	1.00	37.94
REGULAR	134.00	0.00	3,079.86	0.00	0.00
SICK	6.58	0.00	103.83	0.00	0.00
VACATION	4.00	0.00	134.60	0.00	0.00
Totals:	144.58	0.00	3,318.29	1.00	37.94

Department: WELFARE WELFARE
Department Totals For: WELFARE

REGULAR	10.00	0.00	212.40	0.00	0.00
VACATION	2.00	0.00	42.48	0.00	0.00
Totals:	12.00	0.00	254.88	0.00	0.00

Department: WWTP WASTE WATER TREATMENT PLANT
Department Totals For: WWTP

FT LONGEVITY	0.00	0.00	500.00	0.00	0.00
REGULAR	107.00	0.00	3,062.93	0.00	0.00
SICK	8.00	0.00	196.40	0.00	0.00
USECOMP	1.00	0.00	25.55	0.00	0.00
VACATION	6.00	0.00	213.48	0.00	0.00
Totals:	122.00	0.00	3,998.36	0.00	0.00

Grand Totals:

CELL PHONE	0.00	0.00	150.00	0.00	0.00
COMP OVER BASE	5.00	0.00	121.65	0.00	0.00
EVENING	74.00	0.00	55.50	0.00	0.00
FT LONGEVITY	0.00	0.00	500.00	0.00	0.00
FTO	69.00	0.00	69.00	0.00	0.00
GASOLINE	0.00	0.00	200.00	0.00	0.00
MIDNIGHT	107.00	0.00	107.00	0.00	0.00
MILEAGE	0.00	0.00	340.00	0.00	0.00
OVERTIME	0.00	0.00	0.00	83.00	3,402.12
REGULAR	1,486.00	0.00	39,576.30	0.00	0.00
SALARY	199.25	0.00	7,053.04	0.00	0.00
SICK	65.58	0.00	1,806.55	0.00	0.00
SICK BUYOUT	12.00	0.00	452.96	0.00	0.00
USECOMP	13.50	0.00	350.60	0.00	0.00
VACATION	29.00	0.00	888.96	0.00	0.00
Totals:	2,060.33	0.00	51,671.56	83.00	3,402.12

= \$55,073.68

10/31/2023
12:35 PM

Remittance Invoice Report

Vendor	Item Code	GL Number	Amount
IRS - IRS PAYMENT			
	FITW	01-0000-2025-001	4,926.53
	SOCSEC_EE	01-0000-2025-001	2,398.01
	SOCSEC_ER	01-0000-2025-001	2,398.01
	MEDICARE_EE	01-0000-2025-001	769.46
	MEDICARE_ER	01-0000-2025-001	769.46

Invoice Total: 11,261.47

Sub Totals:

FITW	4,926.53
MEDICARE	1,538.92
SOCSEC	4,796.02

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 11,630.91

Sub Totals:

EMPOWER	107.50
EMPOWER-ROTH	261.94
FITW	4,926.53
MEDICARE	1,538.92
SOCSEC	4,796.02

**TOWN OF HENNIKER
ACCOUNTS PAYABLE MANIFEST
DATE: November 1, 2023**

TOTAL: \$342,949.61

BOARD OF SELECTMEN APPROVAL

Kris Blomback **Date**

Scott Osgood **Date**

Bill Marko **Date**

Neal Martin **Date**

Jeff Morse **Date**


Town Administrator **Date**


Treasurer **Date**

**TOWN OF HENNIKER
ACCOUNTS PAYABLE MANIFEST
DATE: November 8, 2023**

TOTAL: \$552,328.58

BOARD OF SELECTMEN APPROVAL

Kris Blomback	Date
Scott Osgood	Date
Bill Marko	Date
Neal Martin	Date
Jeff Morse	Date

 Town Administrator	11/13/23 Date
--	--------------------------------

Treasurer	Date
------------------	-------------

PUBLIC HEARING



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/7/2023
TITLE: Public Hearing Craney Hill Communications Tower Accept Funds
INITIATED BY: Diane Kendall, Town Administrator
PREPARED BY: Diane Kendall, Town Administrator
PRESENTED BY: Diane Kendall, Leo Aucoin, Jim Morse

AGENDA DESCRIPTION: Public Hearing to accept grant funds

LEGAL AUTHORITY: [RSA 31:95-b III \(a\)](#)

FINANCIAL DETAILS: \$311,372

BACKGROUND and TOWN ADMINISTRATOR COMMENTS:

The town was awarded a Department of Homeland Security Grant on October 28, 2021, in the amount of **\$311, 372**. According to the minutes, the Selectboard properly accepted and appropriated the grant funding at a public hearing on November 16, 2021. The purpose of this hearing is to ratify the November 16, 2021 decision with confirmed notice of posting in a newspaper of general circulation.

RSA 31:95-b III (a) For unanticipated moneys in the amount of \$10,000 or more, the selectmen or board of commissioners shall hold a prior public hearing on the action to be taken. Notice of the time, place, and subject of such hearing shall be published in a newspaper of general circulation in the relevant municipality at least 7 days before the hearing is held.

Notice of the Hearing was posted on the Town Website and Town Office bulletin board on October 26th and in the Granite Quill on October 27 and November 3, 2023.

OTHER DEPARTMENT HEAD COMMENTS: Provided at meeting.

SUGGESTED ACTIONS / MOTIONS:

***Action:** Open the public hearing; read the notice; hear comments from the public*

***Motion:** Motion to accept Department of Homeland Security Grant Funds in the amount of \$311,372 and to appropriate said funds for the construction of a public safety communications tower, generator, building fit up and fencing on Craney Hill.*



TOWN OF HENNIKER, NEW HAMPSHIRE

PUBLIC HEARING

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

Tuesday November 7, 2023

6:30 PM

Public Hearing

The Town of Henniker will hold a public hearing during the regularly scheduled Selectboard meeting on November 7, 2023, at 6:30pm at the Henniker Community Center 57 Main Street under RSA 31:95-b III (a) to accept unanticipated funding in the amount of \$311,372 from Department of Homeland Security Grant Award to construct a public safety communication tower with generator and fencing on lot 654-A known as Craney Hill.

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
EDDIE EDWARDS
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

October 28, 2021

Joseph Devine, Town Administrator
Town of Henniker
18 Depot Hill Road
Henniker, NH 03240

Re: 2021 Homeland Security Grant Program – Tower - \$311,372

Dear Mr. Devine:

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 12 attachments, which I have outlined below.

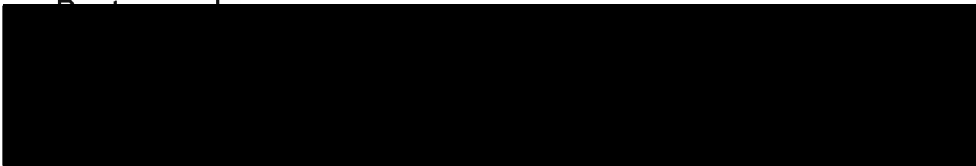
Please carefully review the grant Terms and Conditions. Many special grant conditions must be fulfilled before you can proceed. We also will update fiscal, program management, and agency contacts at that time. Please be sure the most current contacts are those who are listed and sign these grant award documents as they are authorized to do. If you have questions, please contact my office at any time. Please note we have included a summary of who can legally sign these grant documents which are equivalent to a contract.

REMINDER: Do not undertake any activities related to your application at this time. Any work outside of the official grant performance period cannot be reimbursed. Work completed before the final execution of the grant documents is also prohibited. Several of the special conditions must be fulfilled before any grant work can begin. Once you review the grant award documents, sign them, and return them to my office, you will be given an official "OK to proceed" in writing from my office via e-mail. At that time, you may begin. If applicable, you may start the process of EHP reviews (first project which must be completed and approved by DHS HQ- before any work can begin), then you could draft bids for work etc., but bids cannot be posted until you have an OK to Proceed.

Here is a list of the attachments. Signatures and/or initials are needed on #s: 1, 2, 3, 4, 5, at this time 6, 7, 8 and 11, 12 are for reference. #9 is for EHP/NEPA work.

1. Local Special Conditions
2. Terms and Conditions
3. FFATA Form
4. Lobbying Assurance 424b
5. Acceptance of Audit Requirements
6. Procurement Method \$0 to \$10,000
7. Procurement Method \$10,001 to \$250,000
8. Sole Source Procurement
9. EHP Screening Form
10. List of Items to be Purchased
11. Cyber Survey background sheet
12. Town Manager vs Town Administrator

We are looking forward to working together on this program with you! Please return these signed documents, required purchasing method form(s), and cyber security certificate within 30 days.



Town Administrator

FINAL



**Town of Henniker
Board of Selectmen Meeting
Tuesday, November 16, 2021
Henniker Community Center**

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

Member's Excused:

Town Administrator: Joseph R. Devine Jr.

Recording Secretary: Nadine Scholes

Guests: Lori and Bill Marko, Gregory Aucoin, Kristin MacLean, Martha and Ronald Taylor, Sue Fetzer and Heidi Aucoin.

Call to order/Pledge of Allegiance

Chairman Blomback called the meeting to order at 6:15pm

Consent Agenda

Item 1: Consent Agenda for November 13, 2021
Consent Agenda for November 16, 2021

Vice Chair Hooper moved to approve the consent agendas as presented. Selectman Parker seconded. Motion carried 5-0.

Correspondence

There was no correspondence.

Public Comment #1

Kristen MacLean, representing the Henniker Historical Society, noted that the Historical Society was celebrating a 50th year anniversary of its founding in 1971. Several new programs have been developed, offering new tours and published two new books. In January 2021, the Historical Society's House & Building Plaque Program began and to date, 15 individual homes have been researched and awarded a plaque to display outside their home. The goal of the Plaque Program would be to help encourage an appreciation of Henniker properties, old and new, and promoting community awareness of Henniker's rich history.

FINAL

As part of the 50th Anniversary Celebration, the Historical Society is delighted to gift the Town Hall with a Historic Plaque to mount outside the Town Hall. Kristen also noted that the Historic Commission had granted permission in October 2021, to plant two trees on the Academy Hall property and she would request the Board formally accept the Historical Society's donation to the Town of the two trees to be planted in the spring of 2022.

Selectman Osgood asked where the trees would be planted. Kristen replied that a maple tree would be planted along Maple Ave and an ornamental tree on the southside of the building, closer to the church parking area.

Selectman Flynn moved to accept the trees donated by the Henniker Historical Society, a maple tree to be planted on Maple Ave and an ornamental tree on the southside of the building and accept the Historical Plaque gifted to the Town Hall. Vice Chair Hooper seconded.

Discussion: Selectman Osgood asked how the plaque would stay clean. Kristen noted that it was made with a self-cleaning material, the Historical Society took into consideration that historic homes already required enough upkeep maintenance and made them as maintenance free as possible.

Motion Carried 5-0

The Board thanked the Historical Society for their donations.

New Business

Item 3: Holiday Pay for per diem employees

Gregory Aucoin, Henniker Rescue Chief noted that finding volunteers willing to work on holidays has been a challenge. He proposed the Board consider offering volunteer employees holiday pay as an incentive to help fill shifts. Normally to get holiday shifts covered, he must mandate the full-time employees to work those shifts and the Town pays extra cost for overtime, retirement, etc. Offering holiday pay to the per diem employees could end up being a savings to the department, but the request proposed would fit within the current budget.

Joe Devine explained that if a paramedic or fire fighter worked holidays the cost would be \$3,309 per year but if an EMT worked those same holiday shifts, with holiday pay, that cost would be \$2,504. There would be savings throughout the year if holiday pay were offered to rescue per diem employees.

Selectman Flynn mentioned that according to the Selectmen Policy, Section I.1, the Board should consider the proposal as the first reading and motion for a second reading, if the Board decided to accept the proposal presented.

Selectman Flynn moved to accept the proposal presented as the first reading for holiday pay for per diem rescue employees and moved to a second reading. Vice Chair Hooper seconded. Motion carried 5-0.

FINAL

Public Hearing

Item 2: Acceptance of the 2021 Homeland Security Grant

Joe Devine noted that in January 2021, the Town of Henniker had submitted a grant application to the NH Department of Safety division of Homeland Security for a communication tower and building on top of Craney Hill. The town has been committed to improving our communication between fire, police, and highway personnel. This grant would give us that opportunity to improve and expand communication in our community which is critically important for community safety. Also, house equipment for Capital Area Mutual Aid Fire Compact and the Merrimack County Sheriff's Office would be transferred to this tower from the fire tower and after its completion would improve dispatching and incident management for the Town of Henniker and throughout Merrimack County. Joe noted the grant awarded to the Town of Henniker, in the amount of \$311,372, which would cover the cost of materials to build the tower, materials, generator, and propane tanks.

Vice Chair Hooper questioned if the work that the Highway Department would need to complete to prepare the site was included as part of this grant and would the amount be the matching portion. Joe Devine said yes, this would be the matching portion amount and stated that when applying for the grant, specifics were included regarding the site work necessary to be completed by the Highway Department to improve and widening the access to the site.

Chairman Blomback asked who would be responsible if the project cost ends up being higher than this amount when it goes out for bid. Joe Devine explained that some of the expensive items have already been secured at price quoted, including the 800 sq. ft. concrete building at a cost of \$100 plus the transportation cost. The building has two rooms, with electrical and HVAC included. He noted the quote for transportation came back between \$4,000 and \$5000 but this would still be a substantial savings compared to what other buildings would cost, could be up to \$50,000 for this size building.

Selectman Osgood asked if any other services would be using the tower. Vice Chair Hooper replied no, the site would be restricted and only include emergency service communications.

Chairman Blomback opened for public comment.

Sue Fetzer, resident of Henniker, asked how tall the new tower would be. Joe Devine said it would be around the same height of the existing fire tower.

There was no other public comment, and Chairman Blomback closed the public hearing.

Vice Chair Hooper moved to accept the terms of the 2021 Homeland Security Grant Program, as presented in the amount of \$311,372.00, to the Town of Henniker for the construction of a communication tower, adjacent building, and equipment per RSA 31:95-bIII(b). Selectman Parker seconded. Motion carried 5-0.

APPOINTMENTS WITH THE BOARD



TOWN OF HENNIKER, NEW HAMPSHIRE

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

Wastewater Commissioners STAFF REPORT

DATE: 11/7/2023
TITLE: Wastewater Facility Upgrade
INITIATED BY: Diane Kendall, Town Administrator; Rich Slager, WWTP Superintendent
PREPARED BY: Diane Kendall, Town Administrator
PRESENTED BY: Underwood Engineering Steve Smith, Senior Technical Leader and David Mercier, Vice President.

AGENDA DESCRIPTION: Update of WWTF upgrade timeline and proposed 2024 warrant article for 2023 Clean Water State Revolving Funds supplemental funding (CWSRF)

LEGAL AUTHORITY: [RSA 32:3, VI, special warrant articles](#); [NH RSA 33:1](#); [RSA 486:14](#)

FINANCIAL DETAILS: \$1,500,000 (\$425,000 estimated principal forgiveness)

BACKGROUND:

A purchase order for the sludge dewatering equipment (Belt Filter Press) has been issued to BDP. Engineering project technical leaders will provide an update on the estimated additional costs and timeline for the installation. Note: expenses for the dewatering equipment purchase and installation is included in the original upgrade funding. Project technical leaders will also provide information about the upgrade supplemental funding intended to fill the gap in funding due to the escalation of costs from the original project estimates in 2019 and town meeting approval in 2022.

TOWN ADMINISTRATOR COMMENTS: N/A

WASTEWATER SUPERINTENDENT: N/A

SUGGESTED ACTIONS / MOTIONS:

Motion to support 2024 Special Warrant Article:

Article T-X Issuance of \$1.5M Bonds for the Purpose of Supplemental Upgrades to the Wastewater Treatment Facility.
To see if the Town will vote to raise and appropriate the sum of \$1,500,000 for the purpose of supplemental upgrades to the wastewater treatment facility, that will qualify the Town for federal and state funds, such sum to be raised by the issuance of serial bonds and notes not to exceed \$1,500,000 under, and in compliance with, the provisions of the Municipal Finance Act (NH RSA 33:1 et seq., as amended) and to authorize the Town officials to issue and negotiate such bonds or notes and determine the rate of interest thereon, and to take such actions as may be necessary to affect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town. Additionally, to authorize the Town to apply for and accept grants or other funds that may reduce the amount to be repaid and participate in the State Revolving Fund (SRF) RSA 486:14 established for this purpose, and to allow the Town to expend such monies as become available from the federal and state governments and pass any vote relating thereto. It is anticipated that the Town will receive up to \$425,000 in principal forgiveness from the State Revolving Fund loan program. The remaining bond for this project will be funded by general taxation.

Recommended by the Wastewater Commissioners, Board of Selectmen, X-X. Recommended by the Budget Committee, X-X. (3/5 majority vote required).



2023 NHDES CLEAN WATER SRF PRIORITY LIST
WASTEWATER INFRASTRUCTURE PROJECTS



No.	APPLICANT	PROJECT NAME	TOTAL COST	2023 CWSRF Amount ^{1, 2, 3, 4, 5, 6}	EAMI	PLAN	(1) Protection of Water Quality & Public Health	(2) Green Project Reserve	(3) Aging Infrastructure	Ranking Points Total	PF % Based on Affordability	PF Based on Affordability	PF EAMI ⁷	2023 Est. Principal Forgiveness ^{8, 9}
1	New Castle	Sewer Manhole Remediation Phase 1	\$77,000	\$77,000			0	60.00	10	70.00	25%	\$19,250		\$19,250
2	Rochester	Sewer System Master Plan I/I Construction	\$1,006,000	\$1,006,000			20	30.00	10	60.00	20%	\$201,200		\$201,200
3	Antrim	WWTF Upgrades Phase 1	\$2,200,000	\$2,200,000			20	30.00	0	50.00	20%	\$440,000		\$440,000
4	Nashua	Class A Biosolids Upgrade and Maintenance Building	\$32,080,000	\$2,500,000			0	30.00	10	40.00	20%	\$500,000		\$500,000
5	Newmarket	I/I Rehabilitation	\$1,750,000	\$1,750,000			0	30.00	10	40.00	35%	\$612,500		\$612,500
6	Boscawen	Sewer Projects #3 and #4	\$6,500,000	\$6,500,000			0	6.00	30	36.00	25%	\$1,625,000		\$1,625,000
7	Henniker	WWTF Upgrade Supplemental	\$1,500,000	\$1,500,000	X		0	6.00	30	36.00	25%	\$325,000	\$100,000	\$425,000
8	Troy	WWTF Upgrade	\$5,000,000	\$5,000,000			20	3.84	10	33.84	35%	\$1,750,000		\$1,750,000
9	Portsmouth	Fleet Street Roadway Reconstruction	\$6,000,000	\$6,000,000			20	3.00	10	33.00	25%	\$1,500,000		\$1,500,000
10	Epping	WWTF Nitrogen Removal Upgrade	\$25,000,000	\$4,500,000		X	20	2.40	10	32.40	20%	\$900,000		\$900,000
11	Bennington	Starret Road Pump Station Upgrade	\$1,025,000	\$1,025,000	X		0	2.09	30	32.09	20%	\$203,000	\$5,000	\$208,000
12	Exeter	School Street Area Reconstruction	\$2,614,050	\$2,614,050			0	0.64	30	30.64	35%	\$914,918		\$914,918
13	Allenstown	New Secondary Clarifiers Phase 1	\$11,200,000				0	0.00	30	30.00	20%			
14	Claremont	Headworks and Solids Handling Upgrade	\$15,890,000				0	0.00	30	30.00	35%			
15	Dover	Charles Street Force Main and Drainage Upgrade	\$1,737,000				0	0.00	30	30.00	25%			
16	Dover	Mill Street Pump Station and Force Main Upgrade	\$3,547,000				0	0.00	30	30.00	25%			
17	Durham	WWTP Sludge Drying System Evaluation and Design	\$1,000,000			X	0	30.00	0	30.00	25%			
18	Exeter	High Street and Cross Country Sewer Upgrades-Phase 1	\$3,800,000				0	0.00	30	30.00	35%			
19	Hillsborough	Church Street Sewer Improvements	\$1,500,000				0	0.00	30	30.00	20%			
20	Hillsborough	Park and Whittemore Streets Sewer Replacement	\$1,700,000				0	0.00	30	30.00	20%			
21	Lancaster	WWTF Upgrades	\$500,000				0	0.00	30	30.00	20%			
22	Lebanon	Sewer Interceptor Project #2	\$251,856				0	0.00	30	30.00	35%			
23	Manchester	Cemetery Brook Drain Tunnel	\$132,000,000				20	0.00	10	30.00	20%			
24	Manchester	Christian Brook C2	\$27,000,000				20	0.00	10	30.00	20%			
25	Newport	WWTP Upgrade	\$9,999,000				20	0.00	10	30.00	25%			
26	North Conway WP	WWTF Sludge Dryer	\$9,900,000			X	0	30.00	0	30.00	20%			
27	Salem	Brookdale Road Pump Station Improvements	\$600,000				0	0.00	30	30.00	20%			
28	Village District of Eastman	West Cove A & B Pump Stations Wet Well Upgrade	\$418,500				0	0.00	30	30.00	10%			
29	Winnepesaukee R. Basin Program	Bar Screen and Grinder/Debris Management Systems	\$865,000			X	0	0.00	30	30.00	25%			
30	Winnepesaukee R. Basin Program	Roof Replacements	\$1,566,700			X	0	0.00	30	30.00	25%			
31	Winnepesaukee R. Basin Program	Septage Receiving and Solids Upgrade	\$400,000				0	0.00	30	30.00	25%			
32	Winnepesaukee R. Basin Program	Belmont Force Main Rehabilitation	\$9,532,100			X	0	0.00	30	30.00	10%			
33	Wolfeboro	I/I Remediation	\$1,500,000				0	0.00	30	30.00	35%			
34	Dover	Court and Union Street Utility Replacement	\$5,885,000				0	3.00	25	28.00	25%			
35	Dover	Fifth and Grove Streets Utility Replacement	\$1,100,000				0	3.00	25	28.00	25%			
36	Salem	Butler Street Pump Station Improvements	\$600,000				0	0.00	25	25.00	20%			
37	Newfields Village W&S District	Lagoon Sludge Removal and Aeration System Replacement	\$1,579,000			X	10	0.00	10	20.00	20%			
38	Seabrook	WWTF Upgrades Phase 2	\$6,014,000		X	X	0	9.00	10	19.00	20%			
39	Portsmouth	Pease WWTF Rehabilitation	\$28,370,000			X	0	8.40	10	18.40	25%			

Clean Water State Revolving Fund (CWSRF) Pre-Application

version 2.1

(Submission #: HPT-X40N-17HFP, version 1)

Details

Originally Started By Catherine M Laliberte

Alternate Identifier Town of HennikerHenniker Wastewater Treatment Facility Upgrade Supplemental

Submission ID HPT-X40N-17HFP

Status Draft

Form Input

Applicant Contact Information

Loan Applicant
Town of Henniker

Loan Applicant Mailing Address

18 Depot Hill Rd
Henniker, NH 03242

Contact Information**Primary Contact****Prefix***Mr.***First Name**

David

Middle Name*J***Last Name***Mercier, P.E. (NH, VT)***Title***Vice President***Organization Name***Underwood Engineers, Inc.***Phone Type**

Business

Number

603-230-9898

Extension**Email**

dmercier@underwoodengineers.com

Business Mailing Address

99 North State Street

Concord, NH 03301

Is the primary contact listed above the owner?

No

Please note when the owner is not listed as the primary contact the owner must be listed as the secondary contact.

Secondary Contact Information**Secondary Contact Information****Prefix***Ms.***First Name**

Diane

Middle Name*NONE PROVIDED***Last Name***Kendall***Title***Town Administrator***Organization Name***Town of Henniker***Phone Type**

Business

Number

603-428-3221

Extension

105

Email

diane.kendall@henniker.org

General Project Information

Project Name

Henniker Wastewater Treatment Facility Upgrade Supplemental

Project Location

Henniker, NH

Is the pre-application for development of an Asset Management Program?

No

Please select your project category. Ranking criteria will be displayed based on your selection.

Wastewater

You have selected a Wastewater pre-application. Please note pre-applications for the wastewater projects cannot be combined with emerging contaminant projects.

Please select the option below that describes your project.

b. The project only includes infrastructure components.

Please select the type(s) of wastewater infrastructure project(s) you are proposing. Check all that apply to this project.

Advanced WWTF Upgrade

Pump Station (PS) Upgrade/Replacement

Brief description of the proposed project and need:

\$1.5 million dollar supplemental project to address screening and screening handling, install new plant water system and address energy efficiencies. The project will include a new fine screen, compaction and conveyance system at an estimated cost of \$650k. It will be located either at the headworks to replace the existing manual bar rack or at the influent pumping station to replace existing grinder. The new screening system will require washwater and the project will also include a new plant water system to eliminate use of potable Town water at an estimated cost of \$100k. The project will include a new SCADA system for improved operational control, new nitrate recycle system to save/regain oxygen and alkalinity, effluent flow metering system, VFDs for optimized control to replace existing 15-20 year old equipment and new site-wide lighting to replace existing 47 year old lighting. The estimated cost for these energy efficiency components is \$400k. Many of these are items that cannot be completed under the current \$3.2M upgrade due to project inflation since the original 2018 estimate.

Project Description Attachment, Optional

NONE PROVIDED

Comment

NONE PROVIDED

Please provide the date (or future date) when the authority to borrow was, or is expected to be, obtained (i.e., date of town meeting/city council approval to borrow funds).

03/31/2024

Estimated Timeline and Cost Information Table

Funding Type	Start Date	Completion Date	Cost (\$)
Scope, *Report Phase Engineering	4/20/2024	9/30/2024	0
Design Engineering*	10/1/2024	5/30/2025	100,000
Construction Engineering*	8/1/2025	12/31/2026	100,000
Construction	8/1/2025	12/31/2026	1,300,000
			Sum: 1,500,000

Are the cost estimates for the project supported by a document (e.g., facility plan, preliminary design, report, etc.) that is signed by an engineer?

Yes

Please identify the engineer (and firm) responsible for the document that includes the cost estimates.

David J. Mercier, P.E., Underwood Engineers, Inc.

Please provide a citation for the report/document that includes the cost estimates.

Preliminary Design Report by Underwood Engineers dated 03/31/2023

Is the amount of money you wish to borrow less than the cost estimate above?

No

Project Attributes

1. Does your project include the implementation of comprehensive energy audit measures?

Yes

Has a comprehensive energy audit been conducted at the facility?

Yes

Please provide the date the energy audit was completed or is estimated to be completed.

12/31/2021

What is the dollar value of the estimated project cost directly related to the implementation of comprehensive energy audit measures?

200,000.00

Please provide a description of the specific measure(s), including the measure ID (i.e. OM#2, ECM#2, ESM#1) from the audit report, that will be implemented as part of this project.

Unknown

Population Receiving Collection

Population Description	Current Population Value	Projected Design Population
Current Resident Population served by the facility.	1,850	1,850
Current Non-Resident Population served by the facility.	0	0
	Sum: 1,850	Sum: 1,850

Is your project within an impaired waterbody assessment unit?

No

Is there additional information regarding the project attributes that you would like to provide?

NONE PROVIDED

Ranking Criteria for Wastewater Planning/Infrastructure and Emerging Contaminants Projects

Please include the National Pollutant Discharge Elimination System (NPDES) permit number that will be affected by the proposed project.

NHG580018

Please include the GWD permit number that will be affected by the proposed project.

N/A

Category 1: Protection of Water Quality and Public Health

NONE PROVIDED

What Green Project Reserve Project Types do you have?

Water Efficiency

Energy Efficiency

GPR Certification

GPR points will not be awarded if adequate information, including reasonable estimated costs for GPR-related items, is not included in the pre-application. It is expected that any GPR-related items claimed in this pre-application will be incorporated into the design of the project.

I have read and understand the statement above.

Yes

GPR Eligibility – Water Efficiency

Eligible Projects	Costs (\$) for this GPR	% Project Costs
Recycling and water reuse projects that replace potable sources with non-potable sources such as gray water, condensate and wastewater effluent reuse systems where local codes allow the practice.	100,000	6.666666666666667
	Sum: 100,000	Sum: 6.666667

GPR Eligibility – Energy Efficiency

Eligible Projects	Costs (\$) for this GPR	% Project Costs
Upgrade of POTW lighting to energy efficient sources such as LEDs.	60,000	4
SCADA systems.	10,000	0.6666666666666667
Variable Frequency Drives.	130,000	8.666666666666668
NONE PROVIDED	NONE PROVIDED	0
	Sum: 200,000	Sum: 13.333333

Category 3: Aging Infrastructure

- a. Replacement or upgrade of aging infrastructure.
- b. Implementation of project identified through criticality analysis in an asset management program.

3a. Please describe what assets in the project are identified as aging infrastructure as well as how these assets were identified.

Aeration tank blower and RAS pump VFDs, effluent flow metering, aeration tank mixers and site lighting identified from the Asset Management Program.

3b. Please provide a narrative describing the asset management program and the general asset groups included in the program.

The Town has a well functioning data collection system for the wastewater treatment and collection system. This is used to update inventory with condition assessment and criticality based on inspection findings to determine repair, replacement or upgrades. This information is then used to schedule and budget for repairs, replacement or upgrades.

3b. Please describe the steps taken for identifying the project through a criticality analysis process.

The AMP program is used to identify the condition assessment and criticality with a priority list generated by the wastewater staff. This is then communicated between the Town Management and Select Board.

3b. Asset Management Program Documentation

Henniker Sewer AMP FINAL.pdf - 05/25/2023 09:57 AM

Comment

Wastewater System Asset Management Program
Henniker, NH by Underwood Engineers dated 09/20/2019

Category 4: Sewer Extensions

NONE PROVIDED

Is there additional information specific to the wastewater ranking questions above you would like to provide?

We believe this project should receive 20 points for Category 1b for nitrate recycle, 16 points for GPR, and 30 points for Category 3b for a total of 66 points.

Final Comments for NHDES

Did you find the electronic format helpful?

Yes

Please describe the ease of filling out this form.

Generally easy but with some confusing sections.

Do you have any suggested improvements for the form?

NONE PROVIDED

Attachments

Date	Attachment Name	Context	Confidential?	User
5/25/2023 9:57 AM	Henniker Sewer AMP FINAL.pdf	Attachment	No	Catherine Laliberte

Henniker Fire Chief Jim Morse to present preliminary Fire Department 2024 Budget

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
Combined Fire/Rescue Expenses							
4214-110	Fire/Rescue full time Wages			121,951.00	130,827.00	150,000.00	19,173.00
4214-111	Fire/Rescue part time Wages			310,303.00	380,227.00	382,000.00	1,773.00
4214-140	Fire/Rescue over time Wages			10,000.00	15,000.00	20,000.00	5,000.00
4214-211	Fire/Rescue benefit insurance			14,972.00	56,898.00	31,569.00	(25,329.00)
4214-220	Fire/Rescue FICA (FT/PT/OT)			25,641.00	26,739.00	40,698.00	13,959.00
4214-230	Fire/Rescue Retirement			41,617.00	67,682.00	42,490.00	(25,192.00)
4214-341	Fire/Rescue Telephone land lines comcast Moble WiFi Image trend		internet wifi & cell	2,640.00 1,020.00 4,365.00 2,328.00	10,353.00	10,353.00	-
4214-350	Fire/Rescue Medical/ HEP B			500.00	500.00	500.00	-
4214-394	Fire/Rescue Dispatch Fees		Cap area KMA	53,068.00 10.00	47,259.00	48,356.00	1,097.00
4214-410	Fire/Rescue Electric		Station tower	10,500.00 1,196.00	10,500.00	10,500.00	-
4214-411	Fire/Rescue Heat 2014-15actual usage X \$1.299			6,000.00	6,000.00	6,000.00	-
4214-412	Fire/Rescue Water & Sewer		water sewer	700.00 900.00	1,600.00	1,600.00	-
4214-430	Fire/Rescue Bld Maintenance				12,500.00	12,500.00	2,000.00

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
	service for heat furnaces & AC		\$500.00				
	Generator Service repair		\$1,000.00				
	Sprinkler repair and leaks		\$4,000.00				
	Door Locks for Fire house		\$1,000.00				
	Backflow testing		\$1,000.00				
	Garage Door Maintenance		\$1,000.00				
	windows, siding, electrical on shed		\$2,000.00				
	Other Maintenance		\$2,000.00				
4214-610	Fire/Rescue Office Supplies		\$ 1,800.00	5,800.00	6,000.00	6,000.00	-
	Computers & software		\$ 2,000.00				
4214-690	Fire/Rescue - Supplies Other		\$ 3,800.00	2,800.00	2,800.00	2,800.00	-
	Combined Fire/Rescue Expenses Total				774,885.00	765,366.00	(9,519.00)
	Change from previous year				149,270.00	(9,519.00)	(158,789.00)
	Percentage change from previous yr.				24%	-1%	

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
Rescue Expenses							
4215-111	Rescue Volunteer Wages				26,500.00	26,500.00	-
	chief	1	\$ 20,000.00	20,000.00			
	deputy	1	\$ 2,500.00	2,500.00			
	lieutenant	3	\$ 1,000.00	3,000.00			
	training officer	1	\$ 1,000.00	1,000.00			
4215-220	Rescue FICA/Medicare				2,019.30	2,019.00	-
4215-240	Rescue - Training/License				8,750.00	8,750.00	600.00
	EMT recertification	6	\$ 300.00	1,800.00			
	AEMT recertification	3	\$ 400.00	1,200.00			
	EMT-P recertifications	4	\$ 500.00	2,000.00			
	Continuing Education	1	\$ 750.00	750.00			
	EMT-B Class	2	\$ 1,500.00	3,000.00			
4215-635	Rescue - Vehicle/Fuel				12,000.00	12,000.00	-
	2018 Use through 10/31/18		\$ 4,234.72				
	Extrapolated for 12 months		\$ 5,081.66				
	Expect 10% Increase		\$ 5,589.83				
4215-660	Rescue - Vehicle/Maintenance				14,000.00	14,000.00	-
	2018 Use through 10/31/18		\$ 2,052.76				
	Extrapolated for 12 months		\$ 2,463.31				
	Add \$1000 for suspension & batteries		\$ 3,463.31				
4215-663	Rescue - Highway Repairs Parts						
4215-680	Rescue - Medical Supplies				12,000.00	12,000.00	-
	2018 Use through 10/31/18		\$ 3,246.72				
	Extrapolated for 12 months		\$ 3,896.06				
	Add \$1500 for contingencies		\$ 5,396.06				
4215-740	Rescue-Equipment Purchases				18,400.00	18,400.00	-

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
	SCBA	0	\$ 6,284.00	-			
	SCBA face piece	2	\$ 344.00	688.00			
	Defib Batteries	4	\$ 1,000.00	4,000.00			
	Uniforms	3	\$ 400.00	1,200.00			
	Tools	1	\$ 1,000.00	1,000.00			
	Turnout gear						
	Gloves	3	\$72.00	216.00			
	Coats	3	\$1,414.84	4,244.52			
	Pants	3	\$1,071.02	3,213.06			
	Hoods	3	\$45.00	135.00			
	Boots	3	\$395.00	1,185.00			
	Helmets front	3	\$42.99	128.97			
	Helmets	3	\$356.99	1,070.97			
4215-750	Rescue - Communication Equipment				8,490.00	8,490.00	-
	portables	2	\$2,050.00	4,100.00			
	pagers	5	\$600.00	3,000.00			
	portable batteries	4	\$160.00	640.00			
	pager batteries	10	\$25.00	250.00			
	repairs			500.00			
4215-887	Rescue - Interceptor Fees	6	\$ 575.00	3,450.00	2,000.00	2,000.00	-
4215-888	Rescue - Billing Fees	5%	\$ 400,000.00	20,000.00	20,000.00	20,000.00	-
	Rescue Expenses Total				124,159.30	124,159.00	(0.30)
	Change from previous year				18,978.48		(18,978.48)
	Percentage change from previous yr.				18%		-18%

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
Fire Department Expenses							
1-4220-111	Fire - Volunteer Wages				75,327.00	75,327.00	6,600.00
	14/hour (40 call members)	1788	\$ 14.00	25,032.00			
	16/hour (6 officers)	1000	\$ 16.00	16,000.00			
	Part Time chief		\$ 20,000.00	20,000.00			
	Part Time deputy	2	\$ 2,500.00	5,000.00			
	Part Time Company Officer	2	\$ 1,000.00	2,000.00			
	clerk	1	\$ 500.00	500.00			
	meetings 12 meetings/40 members/@	480	\$ 14.00	6,720.00			
	Training officer	1	\$ 75.00	75.00			
1-4220-220	Fire - FICA/MED				5,258.00	5,258.00	-
1-4220-240	Fire - Training/Lic				6,502.00	6,502.00	-
	Physicals	6	\$270.00	1,620.00			
	FF1	6	\$135.00	810.00			
	FF2	6	\$150.00	900.00			
	NHFPS Membership	1	\$12.00	12.00			
	NHFCA Membership	1	\$120.00	120.00			
	Fire Inspector	2	\$200.00	400.00			
	Driver/operator/pump	2	\$220.00	440.00			
	Professional development classes	2	\$500.00	1,000.00			
	NFPA Subscription Service			1,200.00			
1-4220-341	Fire - Forest Fire Mutual Aid			-			
1-4220-635	Fire - Vehicle Fuel				6,500.00	6,810.00	
	Diesel	925	\$4.90	4,532.50			
	Unleaded	450	\$3.55	1,597.50			
	50/50	8	\$85.00	680.00			
1-4220-660	Fire-Vehicle Repair				20,000.00	20,000.00	

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
	Repairs			20,000.00			
1-4220-662	Fire-Hiway Dept Repairs Materials						
1-4220-690	Fire - Supplies Other class A foam	25	\$ 85.00	2,125.00	2,125.00	2,125.00	-
1-4220-740	Fire - Equipment Purchase				27,985.22	27,985.22	
	Hose	2					
	1/2	4	\$210.00	840.00			
	1 3/4	4	\$154.00	616.00			
	5	3	\$750.00	2,250.00			
	Forestry Hose 1.5"	6	\$129.00	774.00			
	SCBA's	0	\$6,284.00	-			
	SCBA facepieces	6	\$344.00	2,064.00			
	booster compressor	0	\$12,000.00	-			
	Hand Tools			1,500.00			
	Turnout gear						
	Gloves	12	\$72.00	864.00			
	Coats	6	\$1,504.72	9,028.32			
	Pants	6	\$1,083.17	6,499.02			
	Hoods	8	\$45.00	360.00			
	Boots	2	\$395.00	790.00			
	Helmets front	6	\$42.99	257.94			
	Helmets	6	\$356.99	2,141.94			
1-4220-750	Fire - Communications Equipment				11,030.00	11,030.00	
	Portable Radio	4	\$ 2,050.00	8,200.00			
	swiss phone pagers	2	\$ 600.00	1,200.00			
	portable batteries	6	\$ 160.00	960.00			

Henniker Fire/Rescue Departments 2024 Budget Request

Acct #	Description	Quantity	Cost/item	Cost	2023	2024	Difference
	I am responding Software			660.00			
	Pager Batter			10.00			
1-4220-805	Fire - Equipment Maintenance				14,269.50	15,963.00	-
	testing Scott bottles	10	\$28.00	280.00			
	Hose testing	10445	\$0.30	3,133.50			
	Flow test Scott packs	25	\$55.00	1,375.00			
	ground ladder certification	11	\$45.00	495.00			
	Holmatro tool service	1	\$600.00	600.00			
	service fire extinguishers	25	\$8.00	200.00			
	calibration gas	1	\$400.00	400.00			
	gas sensors	2	\$190.00	380.00			
	SCBA fit test	15	\$35.00	525.00			
	Pump tests	2	\$250.00	500.00			
	Repairs to small tools			1,200.00			
	Unanticipated equipment repairs			4,000.00			
	Air compressor maint & cert	1	\$745.00	745.00			
	Compressed air testing	4	\$109.00	436.00			
1-4220-900	Fire - Hydrant Rental				3,950.00	3,950.00	-
	Fire Department Expenses Total				172,946.72	174,950.22	2,003.50
	Change from previous year				23,448.18	2,003.50	2,003.50
					16%	1%	-15%
	Combined + Fire Department				947,831.72	940,316.22	(7,515.50)
	Change from previous year				172,718.18	(7,515.50)	(180,233.68)
					22%	-1%	-23%
	Combined/Fire/Rescue				1,071,991.02	1,064,475.22	(7,515.80)
	Change from previous year				191,696.66	(7,515.80)	(199,212.46)
					22%	-1%	-22%



WHITE BIRCH CENTER

HENNIKER, NEW HAMPSHIRE

Diane Kendall - Town Administrator
Kris Blomback – Chairperson, Board of Selectmen
Henniker Town Hall
18 Depot Hill Road
Henniker, NH 03242

October 18, 2023

Dear Diane and Kris,

I am writing to request that \$65,000.00 be placed into the 2024 Town of Henniker budget considerations for White Birch Center. Henniker has generously supported the White Birch Center for Active Living since 1996 and our need continues as well as our desire to continue providing Henniker seniors with excellent programming.

The money we receive from Henniker is restricted to our senior programming. I have included our current budget for the Active Living Program. It shows that expenses for this program are anticipated to be at least \$114,000. It is the case with all senior centers that costs far outweigh income due mainly to the fact that most seniors are on fixed/limited incomes and cannot afford to pay much for programming.

The grant from the town is an investment in the Town of Henniker. Our program wages go to Henniker residents. The Center for Active Living creates opportunities for volunteering. For example, we have a “Volunteer” Grandfather who visits children in our child care center. Seniors help organize and execute some of our senior programming. Dial A Ride volunteer drivers take seniors to medical appointments.

White Birch Center for Active Living coordinated with state and nonprofit partners to offer over seventy-five different programs including fitness, education, travel, shopping, arts, entertainment, cultural, dining, and social activities. Based on research, White Birch offers more programming with less space than senior centers in Hopkinton, Bradford, New London, and Concord.

We are more than happy to share more information about our operations and needs with you at a Selectboard’s Meeting or a meeting of the Budget Committee. We appreciate your consideration.

Sincerely,

David Jadlocki – Board President



White Birch Center Board of Directors

Rev. David Jadlocki – President

Anna Gurnee – Vice President

Elin Leonard – Treasurer

Kristen MacLean – Secretary

George Mobley

John Capuco

Rich Annis

Val Simeone

Christine Mulcahey

Jen Vaigrt

Beth Towle

Jay Zax

White Birch Active Living 2023-2024 Budget

Account Name	Sub Account Name	Sub-Sub Account Name	Total Active Living
Wages and Salaries			
	Employee Payroll		\$48,460.00
Employee Benefits			
	Health Insurance		\$2,661.12
	Employee Life Insurance WBCC		\$96.46
	Simple IRA		\$1,423.50
Payroll Taxes			
	Social Security		\$3,004.52
	Medicare		\$726.90
	State Unemployment Tax		\$96.92
Rent			\$10,602.00
Maintenance and Repairs			
	Interior/Exterior Building Maintenance		\$3,500.00
Insurance			
	General Liability Insurance		\$3,625.00
	Worker's Compensation		\$600.00
Technology			
	Telephone Service		\$687.50
	Telephone Maintenance		\$12.50
	Internet		\$300.00
	Software		\$2,250.00
	IT Support		\$5,750.00
Postage			\$750.00
Supplies			
	Admin Supplies		\$500.00
	Cleaning Supplies		\$2,500.00
Programs Expense			
	Business Meeting Expense		
		Business Meeting	\$75.00
Marketing Expense			
	Corporate Marketing Materials		
		Brochures	\$0.00
		Corporate Clothing	\$250.00
		Gifts and Donations	\$125.00
Fundraising Expense			
	Annual Appeal Expense		\$125.00
	Fundraising Event		\$7,500.00
	Fundraising Miscellaneous		\$125.00
Vehicles and Travel			
	Vehicle Expense		
		Vehicle Registration / Fees	\$525.00
		Vehicle Maintenance & Repairs	\$843.75
	Travel Expense		
		Parking and Tolls	\$50.00
Professional Fees			
	Legal & Accounting		\$4,250.00
	Investment Management Fee		\$625.00
Business Filing and Service Fees			
	Service Fees		
		Payroll Processing Fee	\$155.00
	Memberships & Subscriptions		\$621.00
Copier Expense			
	Copier Cost of Ownership		\$2,000.00
Depreciation Expense			\$9,250.00
TOTAL			\$114,066.17

NEW BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/7/2023

TITLE: Fire Department Annual Dinner

INITIATED BY: Neal Martin

PREPARED BY: Diane Kendall, Town Administrator

PRESENTED BY: Neal Martin

AGENDA DESCRIPTION: Fire Department request authorization to waive Ordinance Chapter 7 Article I Open Containers for annual Fire Department dinner.

LEGAL AUTHORITY: [Ordinance Chapter 7 Article I](#)

FINANCIAL DETAILS: none

BACKGROUND: Mr. Martin to present

ACTION/VOTE: To be presented

CONTINUED BUSINESS



TOWN OF HENNIKER, NEW HAMPSHIRE

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

STAFF REPORT

DATE: 11/7/2023

TITLE: Adoption of Selectboard Policy III. 13 Financial Fund Balance Policy

INITIATED BY: Diane Kendall, Town Administrator and Sherry Bradstreet, Finance Director

PREPARED BY: Diane Kendall, Town Administrator and Sherry Bradstreet, Finance Director

PRESENTED BY: Diane Kendall, Town Administrator

AGENDA DESCRIPTION: Request Board of Selectmen adopt a Financial Fund Balance Policy

LEGAL AUTHORITY: "Governing body" means the select board; manage prudential affairs – [RSA 21:48](#)".

FINANCIAL DETAILS: described in policy.

BACKGROUND: The Governmental Accounting Standards Board (GASB) and Government Finance Officer Association (GFOA) recommends that local governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for Generally Accepted Accounting Principles (GAAP) and budgetary purposes.

Such a guideline should be set by the appropriate policy body (Governing Body) and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period. In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed. NH Department of Revenue Administration (DRA) and the Government Finance Officers Association (GFOA) recommend guidelines regarding the appropriate level of unassigned fund balance to be retained in the general fund which are included in the draft policy. The policy should include language for planned corrective actions should the unit's fund balance drop below the intended level at the end of a fiscal year. Developing and maintaining a well-considered General Fund policy can provide stability to the unit that will serve the citizens well.

Established in 1984, the Governmental Accounting Standards Board (GASB) is the independent, private- sector organization based in Norwalk, Connecticut, that **establishes accounting and financial reporting standards for U.S. state and local governments that follow Generally Accepted Accounting Principles (GAAP)**.

The GASB standards are recognized as authoritative by state and local governments, state Boards of Accountancy, and the American Institute of CPAs (AICPA). The GASB develops and issues accounting standards through a transparent and inclusive process intended to promote financial reporting that provides useful information to taxpayers, public officials, investors, and others who use financial reports.

TOWN ADMINISTRATOR/FINANCE DIRECTOR COMMENT: The timing of this policy proposal is important in consideration setting the 2023 tax rate and development of the 2024 proposed budget. It is a matter of good governance and compliance with GASB 54 and GAAP. We recommend the Board of Selectmen adopt a fund balance policy to maintain a fund balance that is consistent with other NH local governments. The policy is brief and simple to

understand. The Town Administrator and Finance Director are tasked with developing and proposing operating budgets that maintain the fund balance in accordance with the policy and are charged with managing the finances in compliance with the policy.

[GFOA](#) states “It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates”

The NHDRA provides a reference range of fund balance retention amounts on the tax rate setting preliminary and final breakdown. NHDRA recommends town’s utilize these ranges in the determination of the adequacy of your municipality’s unrestricted (unassigned) fund balance, as currently defined in GASB Statement 54. Retention amounts, **as part of the municipality’s stabilization fund policy**, should be assessed dependent upon the government’s own long-term forecasts and special circumstances.

At the October 17, 2023 meeting the Finance Director and Town Administrator recommended amending the proposed policy section for minimum unassigned fund balance to 8% minimum as this is the mid-range recommendation between the DRA and GFOA recommendations.

Minimum Unassigned Fund Balance. It shall be the goal of the Town of Henniker to achieve and maintain an unassigned fund balance of at least 8% and maximum of 10% of general fund operating expenditures as determined by the annual audit of the town using a modified accrual basis of accounting. General Fund Operating Expenditures include town, net school and county appropriation minus the enterprise and current year bonds.

SUGGESTED ACTIONS / MOTIONS:

Motion to waive the requirement for a third reading and adopt Selectmen Policy III. 13 Financial Fund Balance Policy as presented.

III. 13 Financial Fund Balance Policy

Adopted:

1. PURPOSE AND SCOPE

The general purpose of this policy is to ensure a stable tax rate, an excellent credit rating and to improve the financial stability of the Town of Henniker by protecting the town against unexpected emergencies, economic downturns, pending litigation, fluctuating revenues and unanticipated expenditures. This policy also addresses the minimum unassigned fund balance reserves, the Town's plan to achieve the target level of unassigned fund balance reserves and the allowable uses of unassigned fund balance reserves.

2. FUND BALANCE CATEGORIES

In accordance with the Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, the Selectboard recognizes the following with regards to fund balance.

Fund balance must be classified into one or more of the five following categories:

Non-Spendable Fund Balance. (Inherently non-spendable) portion of net resources that cannot be spent because of their form. Portion of net resources that cannot be spent because they must be maintained intact. Examples include permanent trust funds (non-expendable portion), non-cash assets such as inventories or prepaid items.

Restricted Fund Balance. Funds legally restricted for specific purposes, such as grants, library, income balance of permanent funds, and capital project fund cannot change purpose.

Committed Fund Balance. Amounts that can only be used for specific purposes pursuant to a formal vote at Town Meeting, such as expendable trust (capital reserve), non-lapsing appropriations, and other special revenue funds not listed under restricted can change purpose via vote at Town Meeting. The Town Meeting, as the government's highest level of decision-making authority, may authorize special revenue funds in accordance with the provisions of the New Hampshire Revised Statutes Annotated (RSAs) and expendable trust (capital reserve funds).

Assigned Fund Balance. Amounts intended by the Selectboard for specific purposes. The Board can choose to delegate this authority to the Town Administrator, depending on the situation. Items that would fall under this type of fund balance could be encumbrances. **Lapse of appropriations.** All appropriations shall lapse at the end of the fiscal year unless authorized in accordance with the provision of RSA 32:7.

Unassigned Fund Balance. Residual spendable fund balance after subtracting all of the above amounts.

3. GUIDELINES TO MANAGE FUND BALANCES

Spending Prioritization. When an expenditure is incurred that would qualify for payment with either restricted or unrestricted funds, it will be paid first from restricted funds. When an expenditure is incurred that qualifies for payment from either of the three unrestricted fund balance categories, it will be applied in the following order: committed, assigned, and unassigned.

Appropriate Level of Unassigned General Fund Balance Reserves: The Government Finance

III. 13 Financial Fund Balance Policy

Adopted:

Officer Association (GFOA) recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes. Such a guideline should be set by the appropriate policy body (Governing Body) and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period. In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed. NH Department of Revenue Administration (DRA) and the Government Finance Officers Association (GFOA) recommend the following guidelines regarding the appropriate level of unassigned fund balance to be retained in the general fund:

DRA - Recommends retaining 5% to 10% of the gross general fund operating expenditures, including Town, School, and County appropriations.

GFOA - Recommends retaining 8% to 17% of the gross general fund operating expenditures, including Town, School, and County appropriations.

This example is derived from the 2022 NH Department of Revenue Tax Rate Breakdown papers.

If General Fund	DRA		GFOA	
	5%	10%	8%	17%
Operating Expenses are:				
\$ 18,677,796	\$ 933,890	\$ 1,867,780	\$ 1,494,224	\$ 3,175,225

Minimum Unassigned Fund Balance. It shall be the goal of the Town of Henniker to achieve and maintain an unassigned fund balance of at least ~~5%~~ 8% and maximum of 10% of general fund operating expenditures as determined by the annual audit of the town using a modified accrual basis of accounting. General Fund Operating Expenditures include town, net school and county appropriation minus the enterprise and current year bonds.

Plan to Achieve Minimum Unassigned Fund Balance. The Unassigned Fund Balance target may be achieved by conservatively estimating annual revenues, expenditures, and overlay; and limiting use of Unassigned Fund Balance to reduce taxes.

Use of Excess Unassigned Fund Balance. The Selectboard may appropriate any amount of the unassigned fund balance in excess of the designated percentage to offset property taxes as part of the final adopted budget for the fiscal year. In addition, excess funds may be used, upon town meeting approval, for capital improvement projects, equipment replacement and other similar budgetary needs.

Emergency Use of Unassigned Fund Balance. The Town will follow the provisions of the State Municipal Budget Law (RSA 32) in emergency situations which may cause an over-expenditure of total appropriations. The Selectboard may appropriate funds from the unassigned fund balance for emergency purposes in accordance with RSA 32:11 even if such use decreases the fund balance below the designated percentage. An emergency purpose does not include the offsetting of property taxes or mismanagement of funds.

4. ANNUAL REVIEW

III. 13 Financial Fund Balance Policy

Adopted:

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process.

Adoption and Effective Date: This policy is effective immediately upon adoption by the Selectboard.

Adopted by:

Date:

DRAFT



Tax Rate Breakdown Henniker

Municipal Tax Rate Calculation			
Jurisdiction	Tax Effort	Valuation	Tax Rate
Municipal	\$5,012,633	\$723,351,324	\$6.93
County	\$1,291,520	\$723,351,324	\$1.79
Local Education	\$8,565,132	\$723,351,324	\$11.84
State Education	\$627,982	\$710,412,824	\$0.88
Total	\$15,497,267		\$21.44

Village Tax Rate Calculation			
Jurisdiction	Tax Effort	Valuation	Tax Rate
Total			

Tax Commitment Calculation	
Total Municipal Tax Effort	\$15,497,267
War Service Credits	(\$39,800)
Village District Tax Effort	\$0
Total Property Tax Commitment	\$15,457,467

 Sam Greene Director of Municipal and Property Division New Hampshire Department of Revenue Administration	11/4/2022
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Appropriations and Revenues

Municipal Accounting Overview

Description	Appropriation	Revenue
Total Appropriation	\$12,559,422	
Net Revenues (Not Including Fund Balance)		(\$7,078,051)
Fund Balance Voted Surplus		(\$155,210)
Fund Balance to Reduce Taxes		(\$400,000)
War Service Credits	\$39,800	
Special Adjustment	\$0	
Actual Overlay Used	\$46,672	
Net Required Local Tax Effort	\$5,012,633	

County Apportionment

Description	Appropriation	Revenue
Net County Apportionment	\$1,291,520	
Net Required County Tax Effort	\$1,291,520	

Education

Description	Appropriation	Revenue
Net Local School Appropriations	\$8,372,802	
Net Cooperative School Appropriations	\$3,548,393	
Net Education Grant		(\$2,728,081)
Locally Retained State Education Tax		(\$627,982)
Net Required Local Education Tax Effort	\$8,565,132	
State Education Tax	\$627,982	
State Education Tax Not Retained	\$0	
Net Required State Education Tax Effort	\$627,982	

Valuation

Municipal (MS-1)

Description	Current Year	Prior Year
Total Assessment Valuation with Utilities	\$723,351,324	\$475,282,877
Total Assessment Valuation without Utilities	\$710,412,824	\$463,290,377
Commercial/Industrial Construction Exemption	\$0	\$0
Total Assessment Valuation with Utilities, Less Commercial/Industrial Construction Exemption	\$723,351,324	\$475,282,877

Village (MS-1V)

Description	Current Year
-------------	--------------

Henniker

Tax Commitment Verification

2022 Tax Commitment Verification - RSA 76:10 II

Description	Amount
Total Property Tax Commitment	\$15,457,467
1/2% Amount	\$77,287
Acceptable High	\$15,534,754
Acceptable Low	\$15,380,180

If the amount of your total warrant varies by more than 1/2%, the MS-1 form used to calculate the tax rate might not be correct. The tax rate will need to be recalculated. Contact your assessors immediately and call us at 603.230.5090 before you issue the bills. See RSA 76:10, II

Commitment Amount	
Less amount for any applicable Tax Increment Financing Districts (TIF)	
Net amount after TIF adjustment	

Under penalties of perjury, I verify the amount above was the 2022 commitment amount on the property tax warrant.

Tax Collector/Deputy Signature:	Date:
--	--------------

Requirements for Semi-Annual Billing

Pursuant to RSA 76:15-a

76:15-a Semi-Annual Collection of Taxes in Certain Towns and Cities - I. Taxes shall be collected in the following manner in towns and cities which adopt the provisions of this section in the manner set out in RSA 76:15-b. A partial payment of the taxes assessed on April 1 in any tax year shall be computed by taking the prior year's assessed valuation times 1/2 of the previous year's tax rate; provided, however, that whenever it shall appear to the selectmen or assessors that certain individual properties have physically changed in valuation, they may use the current year's appraisal times 1/2 the previous year's tax rate to compute the partial payment.

Henniker	Total Tax Rate	Semi-Annual Tax Rate
Total 2022 Tax Rate	\$21.44	\$10.72

Associated Villages

Fund Balance Retention

Enterprise Funds and Current Year Bonds	\$4,366,260
General Fund Operating Expenses	\$18,677,796
Final Overlay	\$46,672

DRA has provided a reference range of fund balance retention amounts below. Please utilize these ranges in the determination of the adequacy of your municipality's unrestricted fund balance, as currently defined in GASB Statement 54. Retention amounts, as part of the municipality's stabilization fund policy [1], should be assessed dependent upon your governments own long-term forecasts and special circumstances. Please note that current best practices published by GFOA recommend, at a minimum, that "...general purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures." [2],[3]

[1] The National Advisory Council on State and Local Budgeting (NACSLB), (1998), *Framework for Improved State and Local Government Budgeting: Recommended Budget Practices (4.1)*, pg. 17.

[2] Government Finance Officers Association (GFOA), (2015), *Best Practice: Fund Balance Guidelines for the General Fund.*

[3] Government Finance Officers Association (GFOA), (2011), *Best Practice: Replenishing General Fund Balance.*

2022 Fund Balance Retention Guidelines: Henniker

Description	Amount
Current Amount Retained (8.23%)	\$1,536,392
17% Retained (<i>Maximum Recommended</i>)	\$3,175,225
10% Retained	\$1,867,780
8% Retained	\$1,494,224
5% Retained (<i>Minimum Recommended</i>)	\$933,890

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 October 17, 2023 6:15 PM
Henniker Community Center**

Members Present: Chairman Kris Blomback, Vice-Chairman Bill Marko, Selectman Neal Martin, Selectman Jeff Morse, Selectman Scott Osgood

Member's Excused:

Town Administrator: Diane Kendall

Recording Secretary: Hank Bernstein

Guests: See attached Sign-In Sheet

CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA

Item #1 - Selectman Osgood motioned to approve the Consent Agenda October 17, 2023, seconded by Selectman Marko. The motion passed, unanimously.

ANNOUNCEMENTS

- TA Kendall congratulated Human Services Director Carol Conforti-Adams for receiving the New Futures North award for Health and Advocacy at the October 11th 26th Annual Awards Celebration.
- TA Kendall thanked Finance Director Sherry Bradstreet for her considerable effort in pulling together the MS 535 – a financial statement of the fund balance from the prior year.

PUBLIC COMMENT #1

No public comment.

NEW BUSINESS

Item #2 - Application for Property Tax Exemption for Commercial & Industrial Properties pursuant to RSA 72:81 – Map/Lot 9-549-FX

The applicant was not present at the meeting. TA Kendall shared had approved this exemption for two other businesses in the past. Selectman Marko noted that the applicant needs to meet one of five criteria, and it looks like this applicant meets four of the criteria. **Selectman Marko moved to grant the tax exemption under RSA 71:81 to Granite Holdings of Deering LLC for the project on 11-5 Old Concord Road, seconded by Selectman Morse. Motion carried unanimously.**

Item #3 - Transfer Station request for NHDES grant to cost of new used oil fuel furnace

TA Kendall shared that the Transfer Station needs to replace a waste oil burner. The cost of repairing it would be as expensive as a new one. Transfer Station Manager Marc Boisvert was able to find a grant to help offset the cost. TA Kendall will need authorization to submit the application to NHDES. **Selectman Marko moved to authorize the Town Administrator to complete and submit the NHDES Used Oil Grant Program application, seconded by selectman Martin. Motion carried unanimously.**

DRAFT

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

Item #4 - Fund Balance Policy – First Reading

Finance Director Sherry Bradstreet and TA Kendall have been working together on a Fund Balance Policy. This policy is required by government accounting to meet accounting standards. This policy includes recommendations on how much unassigned funds should be maintained by the Town annually. This is helpful when setting the tax rate and determining fund balance usage for warrant articles. The Department of Revenue Administration (DRA) recommends between 5% and 10% of the gross general operating expenditures of the Town, school, and county. The government finance office association recommends 8%-17%. This policy recommends between 8% and 10%.

TA Kendall shared further information on unassigned fund balance. The unassigned fund balance changes annually due to excess revenues over budget and underspent expenditure budgets from the prior year. The unassigned fund balance can be used for an unforeseen expenditure. If an extraordinary event were to occur these funds could be used to cover that cost. Otherwise, the funds can be used for capital expenditures, offset taxes, or to be put into trust funds.

Discussion ensued. The Board asked about annual Tax anticipation note usage. **Selectman Marko moved to approve the first reading and move to the second reading at the next meeting, seconded by Selectman Morse.** Chairman Blomback noted that the next meeting is November 7th, and the second reading is the opportunity for the public to have input on policy change. **Motion carried unanimously.**

Item #5 - Proposed 2024 Meeting Schedule

The proposed Selectboard schedule for 2024 is as follows:

- January 2nd and January 16th
- February 6th and February 20th
- March 5th and March 19th
- April 2nd and April 16th
- May 7th and May 21st
- June 4th and June 18th
- July 16th
- August 6th and August 20th
- September 3rd and September 17th
- October 1st and October 15th
- November 5th and November 19th
- December 3rd and December 17th

The Selectboard agreed by consensus on the 2024 schedule.

Item #6 - Wastewater Commissioner bid award dewatering equipment.

The Wastewater sludge dewatering equipment is of the highest priority for replacement in the Wastewater Treatment Facility upgrades. The equipment has been down most of the summer and it will still be a year before a new one can be installed. TA Kendall shared that the current belt press dewatering system was purchased, used, in 1988. The Town engineers, Underwood, created the bid request and issued it on NH Municipal Association. Discussion ensued. The Board noted that they would like to speak with Underwood and the Wastewater Superintendent about this project. **Selectman Martin moved to award the Screw Press Dewatering System for the Henniker WWTF Upgrade to BDP Industries Inc. of Greenwich, NY in the amount of \$295,000.00, seconded by Selectman Morse.** The Board discussed seeking potential funding assistance. **Motion carried unanimously.**

Item #7 - Request to close Town Office on December 13 from noon to 2pm for the town employee holiday lunch.

This request is to close Town Hall for a couple of hours so that the employees can have the holiday lunch at the Fire Department as they have done in years prior. **Selectman Marko moved to close Town Office on December 13th, noon to 2PM for the Employee Holiday Lunch, second by Selectman Osgood. Motion carried unanimously.**

PAST MEETING MINUTES

Item #8 - Acceptance of Board of Selectmen public meeting minutes October 3, 2023, 6:15 p.m. Selectman Marko moved to approve these minutes, seconded by Selectman Morse. Motion carried 3-0-2 (Chairman Blomback and Selectman Osgood abstained due to their absence)

DRAFT

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

COMMUNICATIONS

Item #9 - Town Administrator report

TA Kendall reported on:

- Budget worksheet status
- Primex insurance rates
- Health Trust plan rates
- NH State Cost of Living Adjustments
- Employee Merit Increases
- Upcoming cyber security policy updates
- Household Hazardous Waste Collection Day
- Human Services

Item #10 - Correspondence: remarks from the board

The Board commented on a letter from Comcast. The Town will not need to form a public/private partnership for broadband. Comcast will be expanding their service to 400 addresses, including 106 addresses identified as not meeting the definition of broadband.

Item #11 - Department Reports: remarks from the board

Selectman Marko asked if the Wastewater Department manhole projects in the western side of Town were done in conjunction with the Highway Department’s projects in the same area. TA Kendall noted that the Highway Superintendent coordinates with other department heads.

Item #12 - Selectmen Reports:

Chairman Blomback reported on Concert Committee and the Police Facility Assessment Committee. The PFAC agreed to expend funds on an architect because they were not able to find a local volunteer.

Vice-Chairman Marko reported on the Planning Board, who dealt with a case where an applicant began construction on a ground mounted solar array before receiving their Conditional Use Permit.

Selectman Martin reported on the Governor’s Council Meeting about the 202/9 and Old Concord Rd roundabout. The Board discussed drafting a written statement. The deadline for written submission is November 6th, the day before the next Selectboard meeting. The Board discussed drafting a written statement at the Budget Advisory and Board of Selectman joint meeting of October 23rd.

Selectman Morse reported on the Athletic Committee. Soccer season has concluded, and Basketball season has started.

Selectman Osgood reported on the Conservation Commission. The Commission accepted a proposal from Chris Kane of Kane Conservation. Selectman Osgood regretted to inform the Board that Mr. Kane passed away on September 25th.

PUBLIC COMMENT #2:

No public comment.

Selectman Martin moved to adjourn at 7:48 PM, seconded by Selectman Osgood. Motion carried unanimously.

Respectfully submitted,

Hank Bernstein
Minute Taker

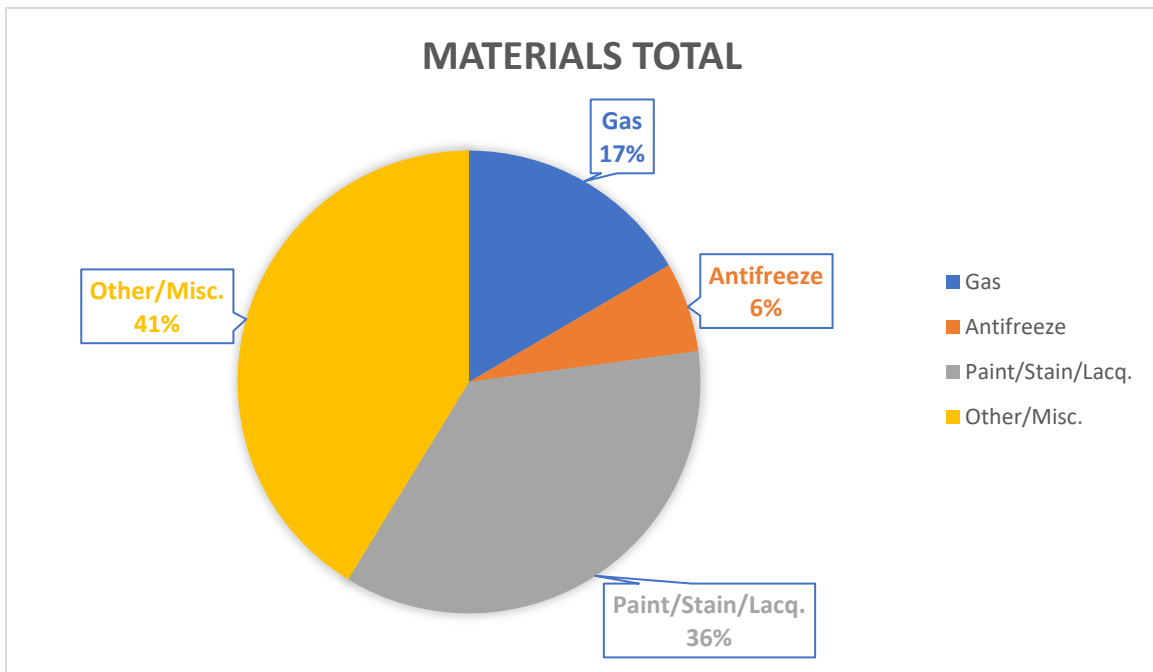
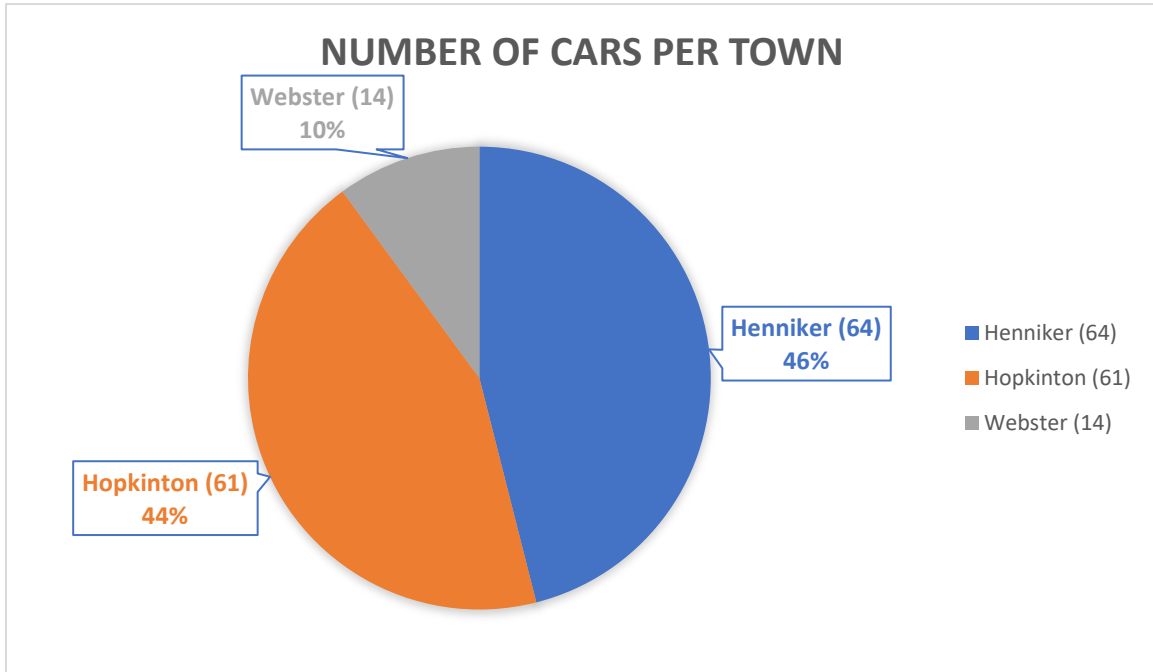
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TOWN ADMINISTRATOR REPORT

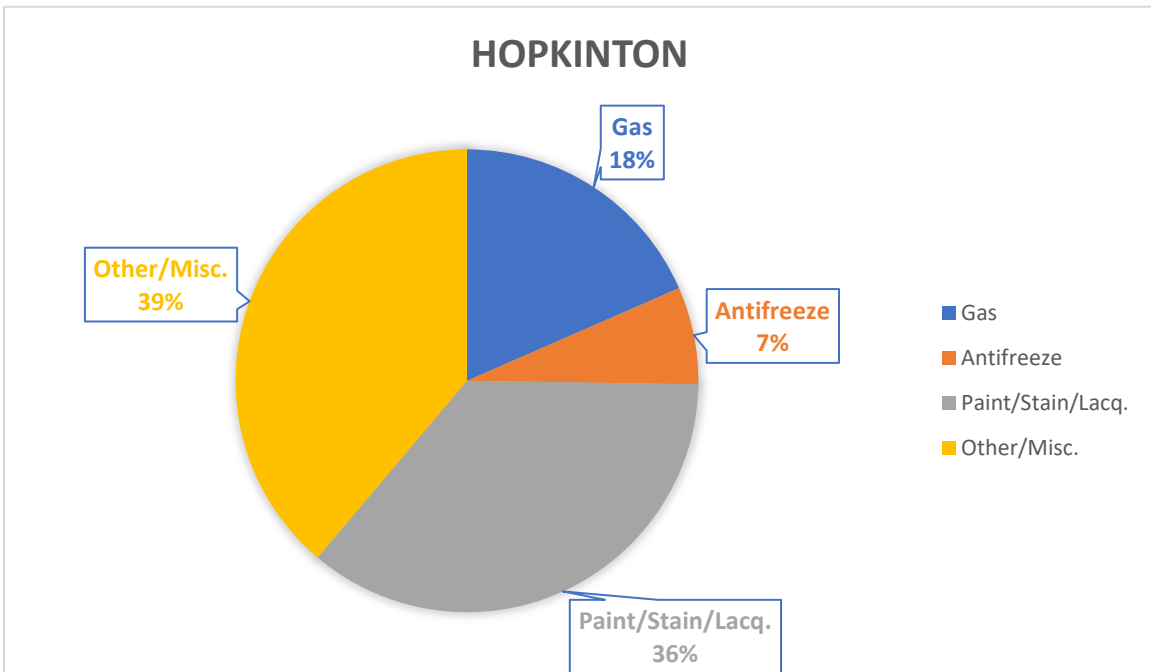
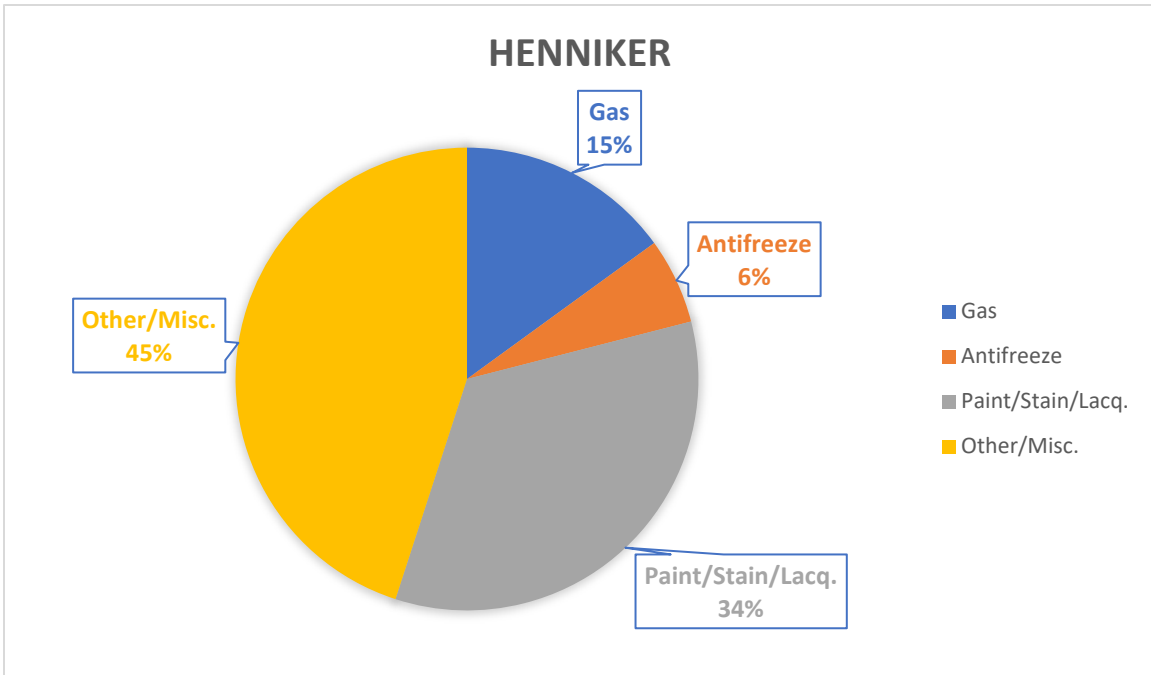
Hazardous Waste Day Breakdown

10/14/23

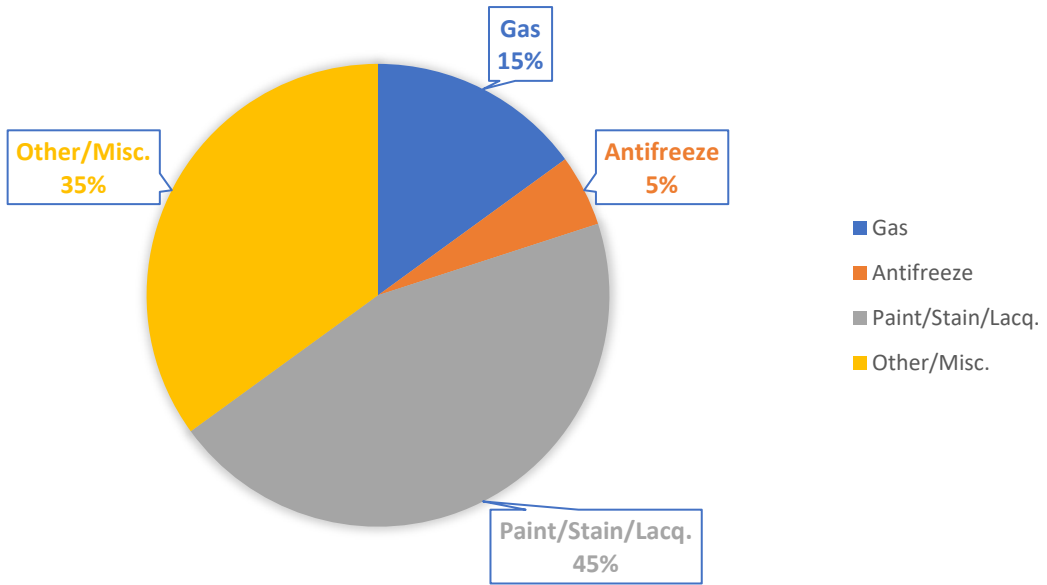
Participating Towns: Henniker, Hopkinton, Webster



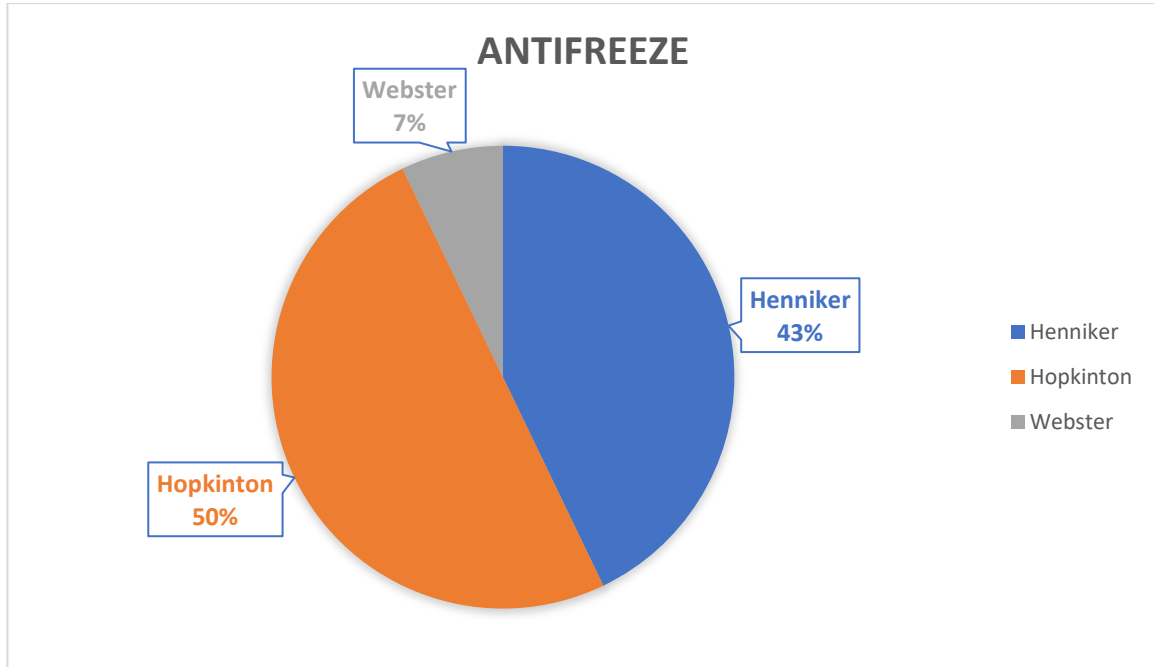
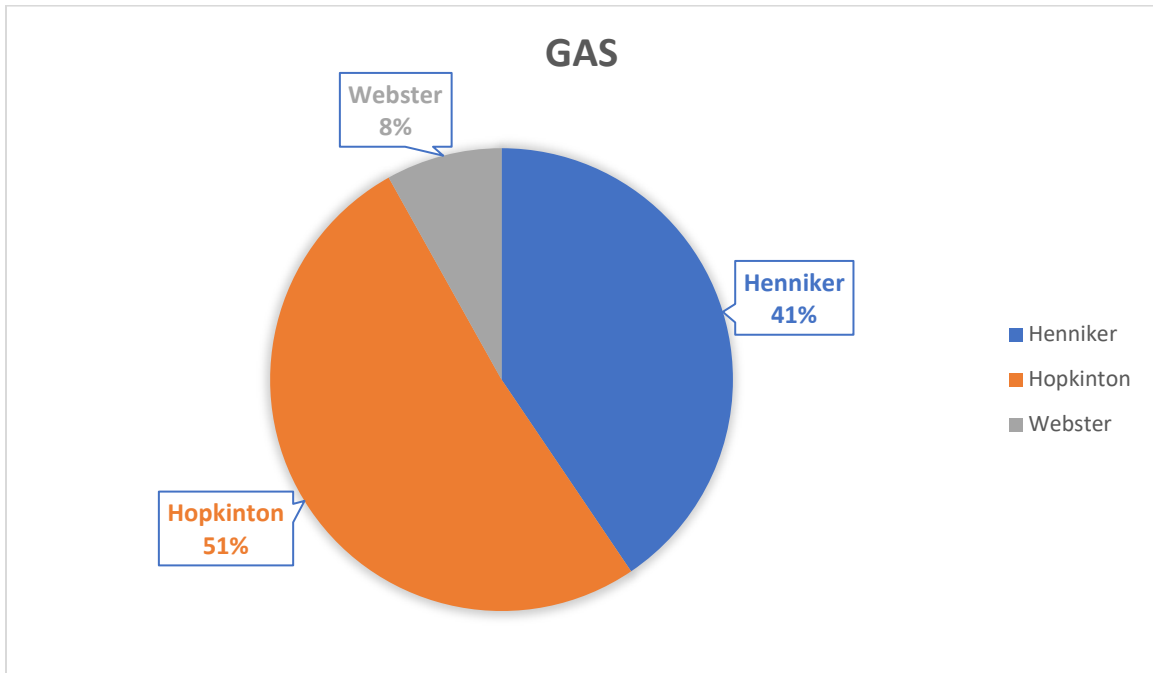
Materials Breakdown Per Town



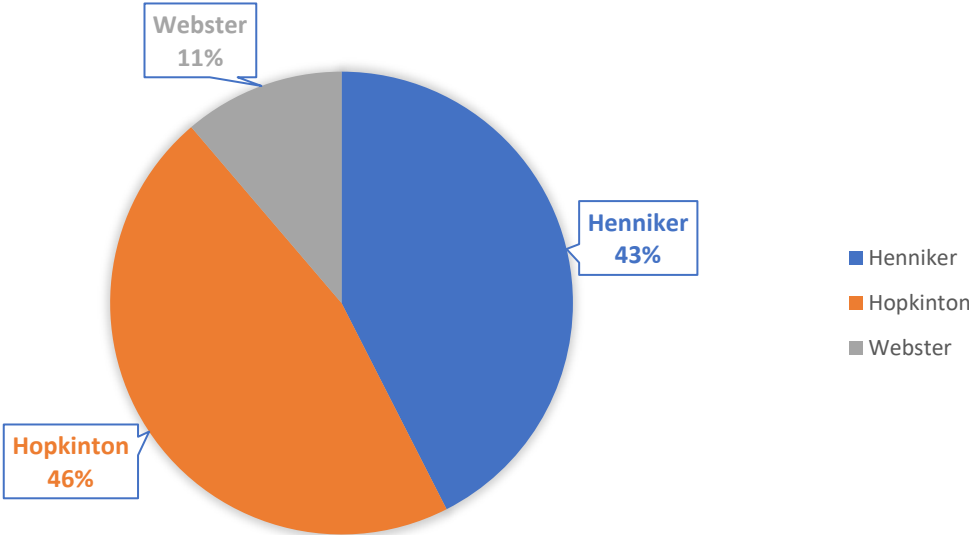
WEBSTER



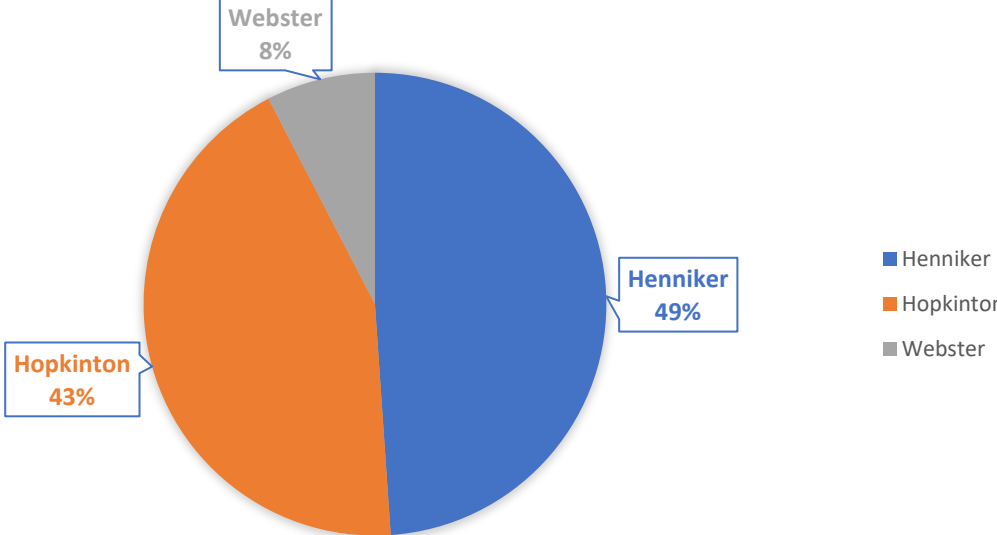
Town Breakdown Per Material



PAINT/STAIN/LACQUER



OTHER/MISC.



Hazardous Waste Disposal Day, Oct. 14, 2023

Town/Residence	Gas	Antifreeze	Paint/Stain/lacquer	Other
Henniker IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII 64	IIII IIII IIII 15	IIII I 6	IIII IIII IIII IIII IIII IIII IIII 34	IIII IIII IIII IIII IIII IIII IIII IIII IIII 45
Hopkinton IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII I 61	IIII IIII IIII IIII 19	IIII II 7	IIII IIII IIII IIII IIII IIII IIII II 37	IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII IIII I 40
Webster IIII IIII IIII 14	IIII 3	I 1	IIII IIII 9	IIII II 7
139	37	14	80	oil 92

Original survey

CORRESPONDENCE

October 20, 2023

To: Henniker Board of Selectman

From: Mark Mitch, Henniker Conservation Commission

Re: Results of RFP's for 1) updating the Henniker Natural Resource Inventory, and 2) development of forestry management plans for town own conservation land.

The Conservation Commission has identified consulting firms to award contracts for work based on their responses to the two RFPs posted by the town to 1) update the Henniker's natural resource inventory completed in 2002, and 2) to develop forestry management plans for town owned conservation areas. The winning bid selection for each RFP was made based on technical expertise of the applicant, thoroughness of the proposal, project management experience, and cost.

Six consulting firms responded to the RFP to update the Henniker Natural Resource Inventory. Responding applicants:

Dubois & King
Kane Conservation and Moosewood Ecological LLC
Mad Scientist Associates LLC
FB Environmental Associates
SWCA Environmental Consultants
Central New Hampshire Regional Planning Commission

Winning proposal: Kane Conservation and Moosewood Ecological LLC

Winning Bid: \$18,470

Two consulting firms responded to the RFP to develop forestry management plans for town owned conservation areas and to oversee future management activities.

Responding applicants:

New England Forestry Consultants, Inc. (NEFCo)
Meadows End Consulting Company

Winning proposal: Meadows End Consulting Company

Winning Bid: \$7,920

The funding for both projects will be covered by the Commission's conservation fund.

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

Received by
TOWN OF HENNIKER

OCT 27 2023

SELECTMEN'S OFFICE

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

October 25, 2023

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

Re: PSNH Appeals; Adverse Various Municipalities - Expert Brian Fogg, LLC

Dear Board Members:

As we have previously discussed, it is our intent to retain the services of Brian Fogg, LLC on behalf of our Towns. Enclosed please find a proposal for Mr. Fogg, which outlines the intended costs, as well as billing procedures. Additionally, please find a draft engagement contract. It is our intent to sign this contract on behalf of the Town. **You do not need to sign this contract.** Should you have any questions or concerns about either document, we ask that you promptly respond to our office. If we do not hear from you within seven (7) days we will sign the contract, and formally retain Mr. Fogg.

If you have any questions, please do not hesitate to contact me or Attorney Timothy J. Sullivan at (tsullivan@uptonhatfield.com).

Sincerely,

Barton L. Mayer

Barton L. Mayer
bmayer@uptonhatfield.com
(603) 224-7791

BLM/cab
Enclosure(s)

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

Brian D. Fogg, LLC

Appraiser & Valuation Consultant



Via email: tsullivan@uptonhatfield.com

MEMO

Date: September 21, 2023

To: Timothy J. Sullivan

From: Brian Fogg

RE: Proposal for Appraisal Consulting Services related to Eversource/PSNH Property Tax Appeals

Dear Attorney Sullivan,

I am the owner/member of Brian D Fogg, LLC, which is a commercial appraisal company with an emphasis on utility, energy, special purpose, and complex property valuations and I have been in business since December 2019. Prior to that, I was employed for 13 years by (GES) George E Sansoucy, PE, LLC (now Sansoucy Associates). As you may know, in 2019 nearly 100 NH communities were involved in multi-year consolidated PSNH BTLA appeals, the trial for which was held in November and December 2019. During that trial I provided a significant level of testimony supporting the appraisal that I prepared along with the team at GES. As the trial record indicates, I managed the research for, and production of, the 2019 trial report, selected and employed the various appraisal methodologies, and drafted a majority of the report and edited the text provided by Mr. Sansoucy. The concluded values for each Community in that case were the result of collaboration by Mr. Sansoucy and me. I then worked with the GES team in trial preparation for myself, Mr. Sansoucy, and the attorneys. This process involved the creation of various trial and rebuttal exhibits and thorough testimony planning. As you may also know, the BTLA's ultimate decision adopted our values in that case, and while some communities were required to make refunds to PSNH, the refunds were far less than the company had insisted it was due. For all of these reasons, I am qualified and have the requisite experience to complete a similar process for this current series of appeals.

The Eversource/PSNH appeals referenced in this proposal include multiple communities across the state and multiple appeal years. In some cases, there are as few as one (1) appeal years, and in others there are as many as five (5) appeal years. The fixed fee structure detailed below is intended to include all of the necessary appraisal work for each appeal year for each Client Community in my group. I understand that each Client Community is unique, and that each community will differ in terms of PSNH assets, revenues, and land and ROWs and my work will take these variables into consideration. However, the appraisal report that results from my appraisal research, development, and analysis will combine all of my Client Communities, with all of their respective appeal years, into a single, consolidated, appraisal report.

The following proposal provides a description of a three phase Appraisal Consulting Services contract that includes the scope of work, describes the proposed work product, and provides my flat fee structure for the preliminary work, report development and preparation, mediation support (Phase I), trial preparation and testimony (Phase II), and post-trial consultation (Phase III):

105 Union St. Suite2, Whitefield, NH 03589

bfogg@briandfogg.com

(603)837-7163

Phase I

(A) Participate with the Client Communities’ attorneys in the preparation of discovery requests and interrogatories, research and development of data and materials related the fair market value appraisal of all subject assets, perform a Fair Market Value appraisal (USPAP Standard I) and complete a consolidated/combined USPAP Standard II Appraisal Report (formerly known as a Self-Contained Appraisal Report) and compile and provide a complete work file containing all relevant components of our research and appraisal development.

(B) Provide consulting services related to court mandated mediation, including settlement offer analysis and comparison, etc.

Phase II

Perform all necessary preparation for deposition and trial testimony and provide testimony, including assisting attorneys with trial exhibit preparation, etc.

Phase III

(A) Provide consulting services related to post-trial briefs, etc.

(B) Provide consulting services related to any appeals related to the trial outcomes.

Fee Schedule (Premised on 30 to 40 Client Communities)

Phase I:

Fixed Fee of \$8,000 per Client Community, billable net 15 days, at \$1,000 per month starting January 1, 2024, with the final installment billed August 1, 2024.

Note: In the unlikely event that more than 40 clients become part of the group, a proportional downward adjustment will be made to the fixed fee of \$8,000 per Client Community. While I anticipate that my group will include something more than 30 communities, I reserve the right to amend this proposal should the group be comprised of fewer than 30 communities. In other words, if the group ends up being comprised of fewer than 30 communities the fixed fee of \$8,000 per Client Community may need to be adjusted upward.

Phase II:

Fixed Fee of \$2,000 per Client Community, billable, net 15 days, at \$500 per month starting September 1, 2024, with final installment billed December 1, 2024.

(Note, Phase II will not apply for any Client Community that enters into a settlement agreement with Eversource/PSNH at, or immediately after, the mandated mediation)

Phase III:

Billed on a time and materials basis as per the attached 2024 hourly rate schedule. Billing will be prorated to each Client Community each month, net 15 days, until post-trial appeals have run their course and my consulting services are no longer needed in these cases.

The following is a list of the Communities that I anticipate will be among my client Communities for this project:

Antrim	Bath	Bedford	Bradford	Bristol	Charlestown	Chichester	Claremont
Deering	Dummer	East Kingston	Effingham	Farmington	Francestown	Fremont	Hancock
Henniker	Hollis	Hooksett	Loudon	Merrimack	Milton	New Boston	Pittsfield
Plainfield	Raymond	Sandwich	Stark	Swanzey	Warner	Webster	

105 Union St. Suite2, Whitefield, NH 03589

bfogg@briandfogg.com

(603)837-7163

Brian D. Fogg, LLC
Appraiser & Valuation Consultant



2024 Hourly Rate Schedule

Position	Name	Hourly Rate [1] [2]
Appraiser/Consultant	Brian D. Fogg	\$300.00/Hour
Clerical/Data Collection	T.B.D.	\$110.00
Bachelor's Degree Level Research	T.B.D.	\$150.00
Document Proof Reading	T.B.D.	\$110.00

[1] Hourly Rates Include:

Typical office overhead expenses, i.e., postage, telephone charges, copies and day-to-day printing, and typical subscriptions and valuation/consulting services/materials. Hourly Rates are charged Portal to Portal.

[2] Hourly Rates Do Not Include:

Project/assignment related, and contract specified, or preapproved expenses invoiced at Cost including overnight/express shipping charges, travel (mileage, airfare, parking, taxi/Uber, etc.), lodging and meals, report/presentation/supporting documentation printing/copying, project/assignment-specific research materials and subscriptions/services.

Brian D. Fogg, LLC

Appraiser & Valuation Consultant



CONTRACT FOR APPRAISAL/CONSULTING SERVICES

This Contract for Appraisal/Consulting Services is made effective as of _____, by and between the below-listed Client Communities, represented by Upton and Hatfield, LLP, 10 Centre Street, Concord, NH, 03301 (the "Clients"), and Brian D. Fogg, LLC of 105 Union St. Suite 2, Whitefield, New Hampshire 03598 (the "Appraiser/Consultant").

DESCRIPTION OF SERVICES. Beginning on or about receipt of the signed contract, Brian D. Fogg, LLC will provide to the Clients (collectively, the "Services"):

Appraisal Consulting Services for Eversource/PSNH Property Tax Appeals brought by Eversource against the following New Hampshire Client Communities:

Antrim		Bedford
Bradford	Chichester	Dummer
East Kingston	Francestown	Freemont
Henniker	Hollis	Loudon
New Boston	Plainfield	Sandwich
Stark	Swanzey	Warner
Webster		

Upton and Hatfield, LLP is, for this agreement, an authorized representative for each of the above-listed Client Communities, and with the execution of this agreement by Upton and Hatfield, each of the above-listed Client Communities are bound to the terms, including the Fee Schedules, as reflected in this agreement.

Brian D. Fogg, LLC will directly invoice each of the above-listed Client Communities according to the Fee Schedules provided below. Upton and Hatfield, LLP is not responsible for payment of invoices received by any of the above-listed Client Communities as part of the Scope of Work and Fee Schedule associated with this agreement.

Scope of Work:

This Agreement incorporates Brian D. Fogg, LLC proposal MEMO dated September 21, 2023 (MEMO attached).

Phase I

- A. Participate with the Clients' attorneys in the preparation of discovery requests and interrogatories, research and development of data and materials related the fair market value appraisal of all subject assets, perform a Fair Market Value appraisal (USPAP Standard I) and complete a consolidated/combined USPAP Standard II Appraisal Report (formerly known as a Self-Contained Appraisal Report) and compile and provide a complete work file containing all relevant components of our research and appraisal development.

- B. Provide consulting services related to court mandated mediation, including settlement offer analysis and comparison, etc.

Phase II

Perform all necessary preparation for deposition and trial testimony and provide testimony, including assisting attorneys with trial exhibit preparation, etc.

Phase III

A. Provide consulting services related to post-trial briefs, etc.

B. Provide consulting services related to any appeals related to the trial outcomes.

Fee Schedule:

Phase I:

Fixed Fee of **\$8,000 for each of the Above-Listed Communities**, billable net 15 days, at **\$1,000 per month** starting January 1, 2024, with the **Phase I** final installment billed August 1, 2024.

Phase II:

Fixed Fee of **\$2,000 for each of the Above-Listed Communities**, billable, net 15 days, at **\$500 per month** starting September 1, 2024, with the **Phase II** final installment billed December 1, 2024.

(Note, Phase II will not apply for any Client Community that enters into a settlement agreement with Eversource/PSNH at, or immediately after, the mandated mediation)

Phase III:

Billed on a time and materials basis as per the attached 2024 hourly rate schedule. Billing will be prorated to each of the **Above-Listed Communities**, each month, net 15 days, until post-trial appeals have run their course, and my consulting services are no longer needed in these cases.

(Note, Phase III will not apply for any Client Community that enters into a settlement agreement with Eversource/PSNH at, or immediately after, the mandated mediation)

Payable Net 15 business days after receipt of invoices.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 12 percent per year, or the maximum percentage allowed under applicable New Hampshire laws, whichever is less.

Any of the above-listed Client Communities that default shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if any of the above-listed Communities fail to pay for the Services when due, Brian D. Fogg, LLC has the option to treat such failure to pay as a material breach of this Contract by that Client Community and may cancel this Contract for that Client Community and/or seek legal remedies.

Brian D. Fogg, LLC will provide Clients with Federal EIN and IRS W-9 if required by Clients.

Client Communities agrees to provide all data relevant to the appeal(s) of PSNH/Eversource that is in the Clients/Communities' possession, or comes into their possession, including, on request,

prior appraisals and any work files associated with the prior appraisals, documentation provided by the taxpayer to the Client/Communities, tax assessment records including the prevailing Town-wide Assessment Manuals in effect as of the date of this agreement, electronic copies of Town tax maps, current and past tax bills, MS-1s, and building permit applications and permits, etc.

INSURANCE. Appraiser/Consultant shall maintain professional liability insurance, general liability insurance, automobile liability insurance and workers compensation as follows:

- a. Workers' compensation as required by State law.
- b. General liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability, and \$1,000,000 each occurrence for property damage liability.
- c. Automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$1,000,000 each person and \$1,000,000 each occurrence for bodily injury liability.
- d. Professional liability insurance (E&O) in the amount of \$1,000,000 for each occurrence and \$2,000,000 Aggregate.
- e. To the extent permitted by the Appraiser/Consultant's insurer, the Client, its Boards, officers, employees, and volunteers shall be named as additional insureds on all required insurance.

At the Clients' request, Appraiser/Consultant shall provide certificates of insurance and policy endorsements to the Client before starting the contracted work confirming the required insurance coverage and providing that the Client shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

INDEMNIFICATION. Appraiser/Consultant shall, at its sole expense, defend, indemnify and hold harmless the Client, its officers, agents, employees and volunteers from any and all claims, demands, actions and causes of action, damages, costs, loss of services, defenses and compensation, including but not limited to any and all claims for personal injury, death and property damage which may, in any way arise from or out of the services provided by Appraiser/Consultant pursuant to the terms of this Contract, whether such services be performed by Appraiser/Consultant, or anyone directly or indirectly employed by Appraiser/Consultant or any other person or company retained in any way by it to carry on all or a portion of the services necessary to abide by the terms of this Contract.

CONFIDENTIALITY. Appraiser/Consultant, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Appraiser/Consultant, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. Appraiser/Consultant and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Client of these confidentiality obligations which allows Appraiser/Consultant to disclose Client's confidential information to a third party will be limited to a single occurrence tied to the specific information

disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, epidemics, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of New Hampshire.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR. Appraiser/Consultant agrees that he is an independent contractor and that this Contract does not create an employer-employee relationship, joint venture or partnership between Appraiser/Consultant and the Client. Appraiser/Consultant alone shall be responsible for his omissions and conduct.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

For the Above-Listed Client Communities:
Upton and Hatfield, LLP

By: _____

Appraiser/Consultant:
Brian D. Fogg, LLC

By: _____ Brian D. Fogg

NONPUBLIC #2