



TOWN OF HENNIKER, NEW HAMPSHIRE
SELECTMEN AGENDA

**Wednesday, March 24, 2021
6:15 PM**

This meeting is being conducted virtually without a physical location in accordance with Governor Sununu's Emergency Order #12.

Interested members of the public can watch the meeting live and participate on the zoom platform at:

<https://zoom.us/j/98577906930?pwd=RnhnNk9Db2xJNGpNN2JOSStHd0d4dz09>

Meeting ID: 985 7790 6930

Password: 885009

6:15 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ANNOUNCEMENTS

IV. CORRESPONDENCE

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

VI. CONSENT AGENDA

Item 1: Consent Agenda from March 8, 2021

Item 2: Household Hazardous Waste Clean-up October 30, 2021

Item 3: Map 1 Lot 318-P100 Abatement Application

Item 4: Map 1 Lots 755 & 759 Current Use Change

Item 5: Map 1 Lot 615 Intent to Excavate

Item 6: Map 1 Lot 605 Intent to Excavate

Item 7: Map 1 Lot 605-A Intent to Excavate

VII. NEW BUSINESS

Item 8: Select Board Elections

Item 9: Select Board Rules & Procedures

Item 10: Post Election Committee Assignments

Item 11: Swap Shop Re-Opening

Item 12: Glass Crushing

Item 13: Hiring of Harold Hunt

Item 14: 10-Wheeler Dump Truck Purchase

VIII. OLD BUSINESS

IX. OTHER BUSINESS/CORRESPONDENCE

Item 15: Acceptance of Board of Selectmen Minutes January 19, 2021, January 26, 2021 and March 2, 2021

Item 16: February Department Reports

Item 17: Town Administrator's Report

Item 18: Selectmen Reports

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

XI. NON-PUBLIC

Item 19: Non-public Session 91-A:3 II a Personnel

Item 20: Non-public Session 91-A:3 II l Legal

XII. ADJOURNMENT

XIII. UPCOMING DATES

March 25, 2021 – NH DOT Public Informational Meeting

April 6, 2021 – Board of Selectmen Meeting

April 14, 2021 – Planning Board Meeting

April 20, 2021 – Select Board Meeting

Visitor Orientation to the Town Selectman's Meeting

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



**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

**STATE OF NEW HAMPSHIRE
BY HIS EXCELLENCY
CHRISTOPHER T. SUNUNU, GOVERNOR**

Emergency Order #12 Pursuant to Executive Order 2020-04

Temporary modification of public access to meetings under RSA 91-A

Pursuant to Section 18 of Executive Order 2020-04 it is hereby ordered, effective immediately, that:

1. Pursuant to Executive Order 2020-04, paragraph 8 provides: "State and local government bodies are permitted and encouraged to utilize the emergency meeting provisions of RSA 91-A to conduct meetings through electronic means while preserving, to the extent feasible, the public's right to notice of such meetings and ability to observe and listen contemporaneously."
2. Pursuant to Emergency Order #2 issued pursuant to Executive Order 2020-04, gatherings of fifty people or more are prohibited.
3. To implement these orders and recommendations, the requirement in RSA 91-A:2, III(b), that a quorum of a public body be physically present unless immediate action is imperative, is waived for the duration of the State of Emergency declared in Executive Order 2020-04.
4. To further implement these orders and recommendations, the requirement in RSA 91-A:2, III(c), that each part of a meeting of a public body be audible or otherwise discernible to the public "at the location specified in the meeting notice as the location of the meeting," is waived for the duration of the State of Emergency declared in Executive Order 2020-04 so long as the public body:
 - a) Provides public access to the meeting by telephone, with additional access possibilities by video or other electronic means;
 - b) Provides public notice of the necessary information for accessing the meeting;
 - c) Provides a mechanism for the public to alert the public body during the meeting if there are problems with access; and
 - d) Adjourns the meeting if the public is unable to access the meeting.

Given under my hand and seal at the Executive Chambers in Concord, this 23rd day of March, in the year of Our Lord, two thousand and twenty, and the independence of the United States of America, two hundred and forty-four.


GOVERNOR OF NEW HAMPSHIRE

February 7th, 2021

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

Re: Household Hazardous Waste Clean-Up Project, October 30, 2021

Dear Sirs:

We have recently finalized a date for our 2021 Household Hazardous Waste Day. We will be contracting with Clean Harbors Environmental again this year. The date will be Saturday, October 30, 2021 from 9AM to 1PM at the Henniker Highway Garage on Ramsdell Road in Henniker.

Would you please return the enclosed commitment letter as soon as possible or notify me at (603)494-1606 if you are not going to participate this year. I am asking for a financial commitment of \$8,500 as last year the participation has remained quite steady amongst the towns involved in this program.

Sincerely,

Kristen Bergeron
Superintendent
Henniker Transfer Station & Recycling Center

Transfer/Recycling Station
Parks and Properties Department



*Incorporated
November 10, 1768*

To: Henniker Board of Selectman

From: Kristen Bergeron, Superintendent, Henniker Transfer Station

Subject: 2021 Household Hazardous Waste Collection Town Commitment

The attached letter of commitment for the Town of Henniker is an annual event where by signing this document, the BOS gives the transfer station superintendent the authority to organize the annual HHW collection and expend the funds that are budgeted for this purpose annually. We annually budget \$15,500 for this event. Generally other towns participate in splitting the cost per resident.

Telephone
603-428-7604

Delivery Address:
1393 Weare Road
Henniker, NH 03242

Billing Address:
18 Depot Hill Road
Henniker, NH 03242

Fax
603-428-3291

Letter of Commitment

The Town of Henniker hereby commits to participate and cooperate with other towns as may wish to join with us in a Household Hazardous Waste Clean-Up Project to be tentatively held on Saturday, October 30, 2021 from 9AM-1PM at the Henniker Highway Garage, Ramsdell Road, Henniker, NH.

We hereby give Kristen Bergeron the authority to represent us in organizing said collection project.

The Town of Henniker has appropriated \$15,500 for the purpose of said Household Hazardous Waste Clean-Up Project.

Name, address and phone number of local contact person who can help organize the event:

Henniker Board of Selectmen

Date: _____

Population of Town: _____

DEC 07 2020
SELECTMEN'S OFFICE

FOR MUNICIPALITY USE ONLY:
Town File No.: 20-005
Taxpayer Name: LeGault

RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))

Name(s): Alison LeGault
Mailing Address: 14 Dallas Drive Unit 105 Drac
Telephone Nos.: (Home) _____ (Cell) 978 (Work) _____ (Email) alegault@

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)

Name(s): _____
Mailing Address: _____
Telephone Nos.: (Home) _____ (Cell) _____ (Work) _____ (Email) _____

SECTION C. Property(ies) for which Abatement is Sought

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address, Town</u>	<u>Description</u>	<u>Assessment</u>
<u>1-318-P100</u>	<u>479 Old W Hop</u>		

SECTION D. Other Property(ies)

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>

SECTION E. Reasons for Abatement Application

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means:
1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or
2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
 - 1. physical data – incorrect description or measurement of property;
 - 2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
 - 3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance. Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

Deck was removed in September 2020

SECTION F. Taxpayer's(s') Opinion of Market Value

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# _____ Appeal Year Market Value \$ _____

Town Parcel ID# _____ Appeal Year Market Value \$ _____

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

SECTION G. Sales, Rental and/or Assessment Comparisons

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents. (Attach additional sheets if needed.)

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
-----------------	----------------	-------------------------	-------	------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SECTION H. Certification by Party(ies) Applying

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA ch. 641 the application has a good faith basis, and the facts stated are true to the best of my/our knowledge.

Date: 11/30/20

Alison LeDault
(Signature)

(Signature)

SECTION I. Certification and Appearance by Representative (if Other Than Party(ies) Applying)

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA ch. 641:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: _____

(Representative's Signature)

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date"

Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED

Remarks:

Date: _____

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)



To: Selectmen, Town of Henniker
From: Monica Hurley, Assessing Agent *MH*
Subject: 2020 Abatement Recommendation

Taxpayer (s) Name: Legault, Alison

Map/Lot: 1-318-P100 Location: East Side Drive

Abatement Recommendation: Deny

2020 Original Assessment: \$1,200

Honorable Board Members,

The above referenced taxpayer has filed an abatement application for the wood deck that was on side as of 4/1/2020. The owner states in the abatement application that the wood deck of 160 square feet was removed in September 2020.

Our firm makes inspections of all campgrounds, RV parks and mobile home communities on or around April 1 of each tax year to confirm what improvements are on each site including RVs, decks, porches, etc. Our firm visited this site on April 15, 2020 and found that this deck was there as of 4/1/2020. State statutes require all improvements (including unregistered RVs) to be picked up and assessed if they are on site as of 4/1 of any given tax year. As stated by the owner, this deck was not removed until September 2020 and therefore was taxable for the 2020 tax year.

Based on the information outlined above, I would recommend that this Board deny the abatement for the 2020 tax year. Our firm will be visiting each site again on or around April 1, 2021 and if the deck has been removed, we will remove it from the property record card for the 2021 tax year.

Please feel free to reach out to me at mkchurley@comcast.net with any questions or concerns that you may have about this memorandum.

FORM
A-10

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
APPLICATION FOR CURRENT USE ASSESSMENT

STEP 1 - PROPERTY OWNER(S)

TAX YEAR APPLIED FOR: April 1, 2021

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME Meadowsend Sawmill Inc.	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS PO Box 966		
MUNICIPALITY New London		STATE NH	ZIP CODE 03257

STEP 2 - PROPERTY LOCATION

PLEASE TYPE OR PRINT	(a) ACCESSIBLE STREET LOCATION S/S Irland Rd at town line		MUNICIPALITY Henniker		COUNTY Merrimack		
	(b) TOTAL ACRES/PARCEL/TRACT 127.2		# ACRES ALREADY IN CU 127.2		# ACRES TO BE ENROLLED IN CU 0		TOTAL REMAINING ACRES NOT IN CU 0
	(c) TAX MAP AND LOT #		TAX MAP AND LOT #		TAX MAP AND LOT #		TAX MAP AND LOT #
	1	755	1	759			
	# IN CU 108.0	# NOT IN CU 0	# IN CU 19.2	# NOT IN CU 0	# IN CU	# NOT IN CU	# IN CU # NOT IN CU
	DEED BOOK AND PAGE #		DEED BOOK AND PAGE #		DEED BOOK AND PAGE #		DEED BOOK AND PAGE #
2440	1300	2237	1545				

NOTE: Lots must be contiguous. Noncontiguous lots must be submitted on a separate application.

STEP 3 - DOCUMENTATION AND FEE FOR PROPERTY TO BE ENROLLED IN CURRENT USE (CU)

(a) Required map attached for the parcel/tract identifying acres in CU and not in CU	<input checked="" type="checkbox"/>
(b) Required "County Registry of Deeds Recording and Filing Fee" enclosed with form	<input checked="" type="checkbox"/>
(c) Has a Soil Potential Index (SPI) percentage been provided for Farm Land	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(d) Has "Documentation of Stewardship" been provided for Forest Land	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, type of documentation: <u>Tree Farm Certification</u>	

FORM
A-10

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
APPLICATION FOR CURRENT USE ASSESSMENT
 (continued)

STEP 4 - SUMMARY OF LAND TO BE ENROLLED IN CURRENT USE (CU)

CURRENT USE CLASSIFICATION	# ACRES	20% RECREATIONAL ADJUSTMENT*	
		Yes	No
FARM LAND		<input type="checkbox"/>	<input type="checkbox"/>
FOREST LAND: WHITE PINE		<input type="checkbox"/>	<input type="checkbox"/>
HARDWOOD		<input type="checkbox"/>	<input type="checkbox"/>
ALL OTHER		<input type="checkbox"/>	<input type="checkbox"/>
FOREST LAND WITH DOCUMENTED STEWARDSHIP:			
WHITE PINE		<input type="checkbox"/>	<input type="checkbox"/>
HARDWOOD	7.9	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ALL OTHER	110.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>
UNPRODUCTIVE LAND	5.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>
WETLAND	4.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*To be eligible for the 20% recreation adjustment, land must be open to the public for skiing, snowshoeing, fishing, hunting, hiking and nature observation at no charge. See RSA 79-A:4, II for further information.

STEP 5 - SIGNATURE OF ALL PROPERTY OWNERS OF RECORD

I/We certify that the land indicated above qualifies for current use assessment under the New Hampshire Statute RSA 79-A and Administrative Rules Cub 300, and that all requirements will continue to be met.

I/We do firmly understand that by enrolling land under current use assessment that a contingent lien is created on the tract or parcel and should the use of the above described land be changed to a non-qualifying use, that the owner of record at the time of the change in use is liable for the land use change tax.

This form must be signed by all owners of record or agent with Power of Attorney. Submit a copy of the Power of Attorney form, if applicable.

TYPE OR PRINT NAME (in black or dark blue ink) <i>Jerome G. Turner (ACTH New)</i>	SIGNATURE (in black or dark blue ink) <i>[Signature]</i>	DATE <i>1/14/21</i>
TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE

FORM
A-10

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
APPLICATION FOR CURRENT USE ASSESSMENT
 (continued)

STEP 6 - APPROVAL/DENIAL BY MUNICIPAL ASSESSING OFFICIALS

<input checked="" type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	Reason for denial of application:
<p>Owners are Requesting Category Changes to Existing Current use properties at 1-755 and 1-759. No added current use for these. Owners have submitted proper maps and Stewardship plans to support the requested Category Changes.</p> <p>I recommend approval of this application for the 2021 tax year.</p> <p><i>Norred Hurley</i> Assessing Agent 3/5/2021</p>		

STEP 7 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE

INTENT TO EXCAVATE CHECKLIST

Date received 03/08/2021

Office ID# 21-213-01-E

Owner's name Foster, David G.
1778 Old Concord Rd.

Lot # 1-615

Route to: Planning Board/Consultant approval *PA*

Date 3-10-21

Items 1 - 16 Complete ✓

Missing items:

- | | |
|--|--|
| <ul style="list-style-type: none"> 1 Town/City 2 Tax map/lot 3 Name of road using 4 Acreage of lot/acreage to be cut 5 Date of permit per RSA 155:E2 or 6 Date of report, per RSA 155-E:21 (d) 7 Permit number per RSA 485-A:17, if any 8 Incidental construction/155-E Exception 9 Total permitted area (acres) 10 Excavation area (acres) as of April 1 11 Reclaimed area (acres) as of April 1 12 Remaining cubic yards of earth to excavate 13 Type of ownership 14 Description of earth to be removed | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 15 Original with \$100
Original with no fee
Supplemental with \$100
Supplemental with no fee 16 Owner(s) signatures and mailing
address
Date sent to town |
|--|--|

Taxes current	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Security bond required	<input type="radio"/> Yes	<input checked="" type="radio"/> No	\$ Amount _____
Date paid _____	Date returned _____		

Driveway permit needed	Yes	<input checked="" type="radio"/> No	Initialed _____
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Notes/
Comments

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO EXCAVATE
RSA 72-B

MAR 08 2016

(Assigned by Municipality)

For Tax Year April 1, 2015 to March 31, 2016

YR TOWN OP#
21 - 213 - 01 - E

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

- Town/City of: Henniker
- Tax Map/Block/Lot #: 615
- Name of Access Road: old Concord Road
- Total Acreage of Lot: 31.99
- Date of Permit per RSA 155-E:2: 12/8/16
or (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, 1 (d):
- Permit Number per RSA 485-A:17, if any: (Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 31.99
- Excavation Area (acres) as of April 1: 25
- Reclaimed Area (acres) as of April 1: 7
- Remaining Cubic Yards of Earth to Excavate: 40,000 EST
- Type of Ownership:
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>2500</u>
SAND	<u>14000</u>
LOAM	
STONE PRODUCTS	<u>3000</u>
OTHER ()	
TOTAL	<u>19,500</u>

15. CHECK THE BOX THAT DESCRIBES THIS INTENT
- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
 - ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
 - SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
 - SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

DAVID G FOSTER
PRINT CLEARLY OR TYPE NAME OF OWNER
David G Foster
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) 3/5/16
DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)
1778 old Concord Road
MAILING ADDRESS
Henniker NH 03242
CITY OR TOWN STATE ZIPCODE
fostersand@tds.net
E-MAIL ADDRESS
746-4305 496-7785
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 3/5/16
E-MAIL REPORT & CERTIFICATE? YES NO
If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required \$ _____
Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE

The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed the Intent;
- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete; and
- Any bond required under RSA 72-B:5 has been received.
- The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

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

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN
SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS
SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

MEMO FOR INTENTS TO EXCAVATE

TO: KIMBERLY JOHNSON, TAX COLLECTOR

FROM: HELGA WINN, ASSESSING TECHNICIAN

RE: Foster, David G.

MAP/LOT 1-615

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

INTENT TO EXCAVATE CHECKLIST

Date received 03/08/2021

Office ID# 21-213-03-E

Owner's name Foster, David G
1778 Old Concord Rd.

Lot # 1-605

Route to: Planning Board/Consultant approval

Date 3-10-21

Items 1 - 16 Complete

Missing items:

- | | |
|---|--|
| 1 Town/City | <input checked="" type="checkbox"/> 15 Original with \$100 |
| 2 Tax map/lot | Original with no fee |
| 3 Name of road using | Supplemental with \$100 |
| 4 Acreage of lot/acreage to be cut | Supplemental with no fee |
| 5 Date of permit per RSA 155-E:2 or | 16 Owner(s) signatures and mailing |
| 6 Date of report, per RSA 155-E:21 (d) | address |
| 7 Permit number per RSA 485-A:17, if any | Date sent to town |
| 8 Incidental construction/155-E Exception | |
| 9 Total permitted area (acres) | |
| 10 Excavation area (acres) as of April 1 | |
| 11 Reclaimed area (acres) as of April 1 | |
| 12 Remaining cubic yards of earth to excavate | |
| 13 Type of ownership | |
| 14 Description of earth to be removed | |

Taxes current Yes No
Security bond required Yes No \$ Amount _____
Date paid _____ Date returned _____

Driveway permit needed Yes No Initialed _____

Notes/
Comments

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO EXCAVATE

RSA 72-B

For Tax Year April 1, 2021 to March 31, 2022

(Assigned by Municipality)

YR TOWN OP#

21	213	03	E
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PLEASE TYPE or PRINT (If filling in form on-line; use TAB key to move through fields)

- Town/City of: Henniker
- Tax Map/Block/Lot #: 605
- Name of Access Road: old Concord Road
- Total Acreage of Lot: 4.75
- Date of Permit per RSA 155-E:2: _____
or _____ (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, 1 (d): _____
- Permit Number per RSA 485-A:17, if any: _____
(Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 4.75
- Excavation Area (acres) as of April 1: 3
- Reclaimed Area (acres) as of April 1: 0
- Remaining Cubic Yards of Earth to Excavate: 22,500 EST
- Type of Ownership:
 Owner of land
 Previous owner retaining deeded earth excavation rights
 Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	
SAND	4000
LOAM	
STONE PRODUCTS	1000
OTHER ()	
TOTAL	5000

15. CHECK THE BOX THAT DESCRIBES THIS INTENT
- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
 - ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
 - SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
 - SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

DAVID G. FOSTER
 PRINT CLEARLY OR TYPE NAME OF OWNER
[Signature]
 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED 3/5/21

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)
1778 Old Concord Road
 MAILING ADDRESS
Henniker NH 03242
 CITY OR TOWN STATE ZIP CODE
FOSTERSAND@a-fds.net
 E-MAIL ADDRESS
746-4305 496-7785
 HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 3/5/21
 E-MAIL REPORT & CERTIFICATE? YES NO
 If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required \$ _____
 Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE
 The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:

- All owners of record have signed the Intent;
- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete; and
- Any bond required under RSA 72-B:5 has been received.
- The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

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

FOR DRA USE ONLY

SIGNED ORIGINAL COPY - RETAINED BY CITY/TOWN
 SIGNED COPY TO - OWNER, RETURNED BY MUNICIPAL ASSESSING OFFICIALS
 SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

MEMO FOR INTENTS TO EXCAVATE

TO: KIMBERLY JOHNSON, TAX COLLECTOR
FROM: HELGA WINN, ASSESSING TECHNICIAN

RE: Foster, David G

MAP/LOT 1-605

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

INTENT TO EXCAVATE CHECKLIST

Date received 03/08/2021
 Owner's name Foster, David G

Office ID# 21-213-02-E
 Lot # 1-605-A

Route to: Planning Board/Consultant approval
 Items 1 - 16 Complete

Date 3-10-21

Missing items:

- | | |
|---|--|
| <ul style="list-style-type: none"> 1 Town/City 2 Tax map/lot 3 Name of road using 4 Acreage of lot/acreage to be cut 5 Date of permit per RSA 155-E:2 or 6 Date of report, per RSA 155-E:21 (d) 7 Permit number per RSA 485-A:17, if any 8 Incidental construction/155-E Exception 9 Total permitted area (acres) 10 Excavation area (acres) as of April 1 11 Reclaimed area (acres) as of April 1 12 Remaining cubic yards of earth to excavate 13 Type of ownership 14 Description of earth to be removed | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 15 Original with \$100
Original with no fee
Supplemental with \$100
Supplemental with no fee 16 Owner(s) signatures and mailing
address
Date sent to town |
|---|--|

Taxes current Yes No
Security bond required Yes No **\$ Amount** _____
Date paid _____ **Date returned** _____

Driveway permit needed Yes No **Initialed** _____

Notes/
Comments

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
NOTICE OF INTENT TO EXCAVATE

RSA 72-B

For Tax Year April 1, 2021 to March 31, 2022

(Assigned by Municipality)

YR TOWN OP#
21 - 213 - 02 - E

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

- Town/City of: Henniker
- Tax Map/Block/Lot #: 605-A
- Name of Access Road: Old Concord Road
- Total Acreage of Lot: 10
- Date of Permit per RSA 155-E:2: _____
 or _____ (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, l (d): _____
- Permit Number per RSA 485-A:17, if any: _____
 (Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 10
- Excavation Area (acres) as of April 1: 7
- Reclaimed Area (acres) as of April 1: 0
- Remaining Cubic Yards of Earth to Excavate: 100,000 EST
- Type of Ownership:
 - Owner of land
 - Previous owner retaining deeded earth excavation rights
 - Owner of earth or earth excavation rights on public lands (Fed., State, Municipal, etc) or, removes earth from public lands or right-of-ways

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>3000</u>
SAND	<u>35000</u>
LOAM	
STONE PRODUCTS	<u>6000</u>
OTHER ()	
TOTAL	<u>44,000</u>

15. CHECK THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire)
- ORIGINAL WITH NO FEE (excavation of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH \$100 FEE (exceeding original estimate of 1,000 cubic yards or less)
- SUPPLEMENTAL WITH NO FEE (fee previously paid with original intent)

16. We hereby assume responsibility for reporting all earth excavated within 30 days of completion or by the end of the tax year, whichever comes first. (If a Corporation, an Officer must sign.)

DAVID G FOSTER
 PRINT CLEARLY OR TYPE NAME OF OWNER
David G Foster 3/5/21
 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)
1778 Old Concord Road
 MAILING ADDRESS
Henniker NH 03242
 CITY OR TOWN STATE ZIP CODE
FosterSand@tds.net
 E-MAIL ADDRESS
746-4305 496-7725
 HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 3/5/21
 E-MAIL REPORT & CERTIFICATE? YES NO
 If NO, Report and Certificate will be mailed to the address above.

TO BE COMPLETED BY MUNICIPAL ASSESSING OFFICIALS

Amount of Security Required \$ _____
 Security Posted (Bond, Certified Check, etc.) \$ _____

SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS & DATE
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- If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;
- The form is complete; and
- Any bond required under RSA 72-B:5 has been received.
- The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8

SIGNATURE OF MUNICIPAL ASSESSING OFFICIAL	DATE
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 SIGNED COPY TO - DEPT. OF REVENUE, MUNICIPAL & PROPERTY DIVISION

MEMO FOR INTENTS TO EXCAVATE

TO: KIMBERLY JOHNSON, TAX COLLECTOR

FROM: HELGA WINN, ASSESSING TECHNICIAN

RE: Foster, David G

MAP/LOT 1-605-A

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO



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18 Depot Hill Road
Henniker, NH 03242

Tel: (603) 428-3221
Fax: (603) 428-4366

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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/8/2020
TITLE: Select Board Elections
INITIATED BY: Joseph R. Devine, Jr., Town Administrator
PREPARED BY: Joseph R. Devine, Jr., Town Administrator
PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

The Select Board is required to elect Board Officers. The Board is required to elect a Chair and Vice-Chair who will serve in the Chair's absence.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion:



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/8/2020

SeiTITLE: Select Board Rules and Procedure

INITIATED BY: Joseph R. Devine, Jr., Town Administrator

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

This is the opportunity for Board Members to discuss possible changes to the board's rules and procedures.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

N/A

Suggested Action/Recommendation:

Suggested Motion:



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/8/2020

TITLE: Post Election Committee Assignments

INITIATED BY: Joseph R. Devine, Jr., Town Administrator

PREPARED BY: Joseph R. Devine, Jr., Town Administrator

PRESENTED BY: Joseph R. Devine, Jr., Town Administrator

AGENDA DESCRIPTION:

This is the opportunity for Board Members to discuss and change standing committee assignments.

Committee	Current Assignment	Meeting Schedule
Athletic Committee	Peter	3 rd Monday 7:00pm
Byway Advisory	Scott	Quarterly
CIP	Tia and Leon	
Community Center Activities	None	1 st Monday 7:00pm
Conservation	Scott	1 st & 3 rd Wednesday 7:00pm
Economic Development	Kris	4 th Wednesday 4:00pm
Energy Committee	Peter	3 rd Wednesday 6:30pm
Highway Safety	Leon	As Needed
Historic District	Scott	Quarterly
Municipal Records	Tia	As Needed
OHRV	Kris	As Needed (Min. twice a year)
Planning Board	Tia and Peter (alt.)	2 nd and 4 th Wednesday 7:00pm
Road Management Committee	Tia and Leon	2 nd and 4 th Tuesday 6:30pm
Safety and Loss	Peter	Quarterly

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/4/2020

TITLE: Swap Shop Re Opening Date

INITIATED BY: Kristen Mix, Transfer Station Superintendent

PREPARED BY: Kristen Mix, Transfer Station Superintendent

PRESENTED BY: Kristen Mix, Transfer Station Superintendent

AGENDA DESCRIPTION:

With springtime fast approaching, we are getting ready to set a date that the swap shop can reopen to residents.

I recommend that the swap shop reopen the doors to residents on April 1st, 2021. I am proposing the hours open to residents be Tuesday 12:00-16:30, Thursday 12:00-16:30, Saturday 9:00-16:30, and Sunday 9:00-16:30

It will be maintained throughout the week by volunteers and transfer station employees.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

I agree it will be useful to reopen the swap shop. I want to make sure the residents understand the importance of volunteers helping run the Swap Shop. If we do not have volunteers assisting, I do not think we should be open as many hours as being proposed.

Suggested Action/Recommendation:

Suggested Motion:

We move that the swap shop reopen the doors to residents on April 1st, 2021.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/8/2021

TITLE: Glass Crushing

INITIATED BY: Kristen Mix, Transfer Station Superintendent

PREPARED BY: Kristen Mix, Transfer Station Superintendent

PRESENTED BY: Kristen Mix, Transfer Station Superintendent

AGENDA DESCRIPTION:

The glass crusher conveyer belt located at the Transfer Station ripped on 3/3/2021 in the belt's center. We are still able to run the glass crusher but will need replacement soon. A new conveyer belt does cost roughly \$1,000 plus the cost of hardware around \$500. = \$1,500 plus shipping.

It would be my recommendation that we order the necessary parts and continue to crush glass.

Should we discontinue collecting glass for recycling from residence will see a large tonnage increase in our MSW, costing the taxpayers an unnecessary rise in tipping costs. It takes little to no time to crush the glass and is stored in the facility's pit next door. Once glass is destroyed, it is considered an aggregate and can be held for many years.

Once glass is crushed to DOT specifications (that we do meet), it can be used in server ways; these are some examples:

- **Filtration:** Choker Grit, Drain Pipe Bedding, Backfill, Drainage Aggregate, Septic Fields, Underdrains, French Drains, Golf Course Green Drainage
- **Aggregate:** Backfill/Clean Fill, Embankments, Clean Fill Sand, Hydroponics, Landfill Cover, Oil Spill Cleanup, Road Sand, Solar Heat Storage, Termite Barrier, Utility Bedding and Backfill, Weighted Bags-Construction
- **Glassphalt – Paving Application:** Aggregate Base Course, Asphalt Base Course-Glassphalt, Asphalt Surface Course-Glassphalt, Parking Lots and Driveways
- **Abrasives (Sand Blasting, Sandpaper):** Sand Blasting with glass is beneficial because it has no health complications than silica sand.
- **Landscaping (Sand Blasting, Sandpaper):** Glass not only adds sparkle and brilliance to your garden but will not lose color over time and acts as a tremendous non-invasive weed control.

- **Glass Products:** Art Glass, Decorative Marbles, Eco glass, Fiberglass Manufacturing, Flat Glass, Foam Glass, Glass Beads, Bottle Manufacturing, Hand Rolled Flat Glass, Industrial Marbles, Jewelry, Opacified Flat Glass, Pressed Glass, Sintered Mosaic Tile, Waste Vitrification
- **Other Glass Composite Products:** Aqueduct Liner, Brick/Steel Fluxing Agent, Composite (Plastic-Glass) Wall Panels Flue Gas, Sorbent, Glass-Mica Composite, Glass-Polymer-Composite(GPC) Sewer Pipe, Glass/Sludge Tile, Glasscrete Architectural Surfacing, Industrial Flooring, Plastics Filler, Rockwool Manufacturing, Roof Tiles, Terrazzo, Vibratory-Cast Wall Panels
- **Fiberglass Feedstock**

With this information, I am looking for feedback from the board to fix the glass crusher and continue with the practice or discontinue it.

Legal Authority: N/A

Financial Details: \$1,500 to fix the glass crusher

Town Administrator Comment:

Currently, we do not use the crushed glass on projects and have built up a large stockpile. As Superintendent Bergeron has discussed, there are considerable benefits to utilizing glass as an aggregate. I would recommend we continue crushing and try to discover ways to use it in Town. The cost of fixing it is minimal compared to the increase associated with hauling it away.

Suggested Action/Recommendation:

Suggested Motion:

Move to authorize the Town Administrator to work with the Transfer Station Superintendent to repair the glass crusher and research ways to utilize the aggregate glass around Town.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 2/2/2021
TITLE: Hiring of Harold Hunt
INITIATED BY: Joseph Devine, Town Administrator
PREPARED BY: Joseph Devine, Town Administrator
PRESENTED BY: Joseph Devine, Town Administrator

AGENDA DESCRIPTION:

In follow up to the Board's March 3rd non-public meeting, a conditional offer of employment for the Heavy Equipment Operator/Truck Driver/Laborer position was presented. I am pleased to report the Board's proposal has been accepted.

As a result, I would ask the Board to formally appoint Harold Hunt of Hillsborough to the full-time position of Heavy Equipment Operator/Truck Driver/Laborer for the Town of Henniker.

Legal Authority: N/A

Financial Details: N/A

Town Administrator Comment:

I would request the Board approve the motion as presented.

Suggested Action/Recommendation:

Suggested Motion:

Move to appoint Harold Hunt of Hillsborough as a full-time Heavy Equipment Operator/Truck Driver/Laborer effective March 8, 2021 and initially set the position as a Labor Grade 16, Step 4 on the Town of Henniker Wage Schedule.



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TOWN OF HENNIKER, NEW HAMPSHIRE

STAFF REPORT

DATE: 3/17/2021
TITLE: 10-Wheeler Dump Truck Purchase
INITIATED BY: Leo Aucoin, Superintendent of Highway
PREPARED BY: Leo Aucoin, Superintendent of Highway
PRESENTED BY: Leo Aucoin, Superintendent of Highway

AGENDA DESCRIPTION:

Based on the outcome of the warrant article vote, the Highway Department would like to move forward on purchasing a new truck. A bid request was advertised, and the town received three bids. The low bidder New England Kenworth did not meet the minimum specs listed in the bid specifications. The second bid was ATG Truck Group (McDevitt Trucks); they did not submit a complete bid; they did not bid the body and plow package. Reed Truck Sales and Service met spec. I recommend you except the bid and allow the Highway Superintendent sign the purchase agreement on the truck and body.

Legal Authority: Provided by the passing of Warrant Article # 7 of the 2021 Town Meeting

Financial Details: Cost of new truck complete \$207,175. The amount allowed on the warrant \$225,000. Lettering on the doors will cost \$350. New Two Way company radio installed will be under \$1,000. This will leave a balance to be returned to the general fund. The total purchase price is \$208,525, with \$16,475 able to be returned to the unreserved fund balance.

Town Administrator Comment:

I have spoken with the Superintendent and agree that moving forward with Reed Truck Sales and Service would be best for Henniker.

Suggested Action/Recommendation:

Suggested Motion:

Move to authorize the Highway Superintendent to complete a purchase and sale agreement with Reed Truck Sales and complete any additional work for the truck as required. The total purchase price of \$208,525 is authorized for the truck.

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**Town of Henniker
Board of Selectmen Meeting
Tuesday, January 19, 2021**

**This meeting is being conducted virtually without a physical location
in accordance with Governor Sununu's Emergency Order #12 via
Zoom**

- Members Present:** Chairman, Kris Blomback; Vice Chair Tia Hooper; Selectman Peter Flynn; Selectman Scott Osgood; Selectman Leon Parker
- Town Administrator:** Joseph R. Devine Jr.
- Recording Secretary:** Kelly McCutcheon
- Virtual Zoom Guests:** Underwood Construction, Joan O'Connor, Daniel Butler, Lori Marko, Heidi Aucoin, Lori Hubbard, Jim Roberge, Joyce Bosse, Bill Marko, Michael Pon, Cordell Johnstib, Jarrod Gleason, Rita Murdough, Luca, Jason Domnegegiuez, Dave Mercier, Ken Levesque, Russ Albert, Al, Dr. Wayne Lesperance, Jennifer Harris, Patti Osgood, Mick, Dan Teaze, Steph Teaze, Al M, ipad,

Consent Agenda

- a) Intent to Cut Map/Lot 1-093
- b) Mike Martin purchased backup firearm

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

Item 1: Letter from Jeannine Aucoin

Item 2: Pursuant to RSA 33:8-a the Henniker Board of Selectmen/Sewer Commissioners public hearing to receive comment on the proposed issuance of a bond or note on the proposed Wastewater Treatment Plant upgrades detailed in the asset management plan completed in 2019.

Dave Mercier from Underwood Engineering reviewed the presentation regarding the upgrades need, the cost of the upgrades, and the effects on the tax rate and why a bond is recommended for the upgrades. Chair Blomback opened public comment and questions.

Heidi Aucoin asked how much septic companies pay when dumping and where they are going if not Henniker. Ken Levesque, Wastewater Superintendent, stated the town does not take in

DRAFT

what the facility is capable of and that being said it is not a money maker, although it would be feasible to raise the rates to \$60/1,000gallons received at the facility.

There was no further public question or comments, and public session was closed.
No action taken.

Item 3: Town Meeting 2021

A special meeting with the Town of Weare and Henniker Board of Selectmen must take place because the school budgets for both towns are intertwined, and Henniker cannot hold its Town Meeting until after Wear has held and passed their Town Meeting and School budgets.

Item 4: New England College Spring Semester Update

Dr. Wayne Lesperance speaking for New England College (NEC). Students are coming back and must provide a negative COVID-19 test within 7 days prior of returning to campus. Students will be tested again upon arrival and all students will be tested during the first 2 weeks classes are in session. After that 25% of the student population will be randomly tested with the exception of athletes who will have weekly testing. Classes are hybrid with some sessions being in person and the remainder online. Dr. Wayne opened public and Board questions and comments regarding NEC's opening procedures.

Chair Blomback asked if residents and employees of Henniker would be able to be COVID-19 tested at NEC. Dr. Wayne stated at this time NEC only has the capability and liability for students and staff, but he will look into what is needed to expand testing to Town employees and residents.

It was asked if NEC would help with Town Meeting. Dr. Lesperance stated that NEC is taking all precautions to prevent people not coming onto campus grounds unless they physically need to be on campus. Vice Chair Hooper asked if NEC is using their ice rink and if it could be borrowed for Town Meeting. Dr. Lesperance stated he will ask about taking a building "off line" for Town Meeting and would get back to the Board.

Item 5: 2019 Audit Update

Jim Roberge, the town auditor, presented the audit report to the Board.

Item 6: Budget Advisory Committee Recommendations

Dan Butler, Jarrod Gleason, Heidi Aucoin, Lori Marko:

1. Cut library by \$14,000 and requested more details are provided to budget advisory going forward
2. Reduce White Birch to \$50,000
3. Reduce Beautification donation to \$250, and to be used for mulch and flowers

DRAFT

4. Reduce Historic Commission to \$250
5. Eliminate all unnecessary paid minute takers

Chair Blomback asked legally what minutes need to be provided. Joseph Devine stated a community member can be the secretary and submit the minutes to town like with the current minute taker. Vice Chair Hopper clarified that legally the only required paid minute taker is for Board of Selectman, Planning Board, and Zoning Board Authority

The Budget Advisory Committee stated they would have liked more detailed records. Ideally 3 years of records with not just expenditures, but also funds left over per line item. Without having a few years of granular data accessible makes it very difficult to determine where town funds are going and what needs to be cut as well as what needs to be funded.

Chair Blomback thanked the Budget Advisory Committee.

Item 7: Capital Improvement Recommendations CIP Report

Vice Chair Tia Hooper presented on CIP. Bill Marko spoke in of support of CIP and keeping the tax rate level moving forward. Heidi Aucoin stated that just because equipment comes up doesn't mean it automatically needs replacement. CIP makes recommendations only and has no authority.

Item 8: CAI Technologies Contract

Selectman Parker recused himself.

Selectman Flynn moved to authorize the contract for CAI Technologies for the next year at \$2400 and for the Town Administrator to sign the contract. Chair Blomback seconded. Motion carried 4-0-1 (Parker)

Selectman Parker rejoined the meeting

Item 9: Acceptance of Board of Selectmen Non-public Meeting Minutes December 1, 2020

Selectman Parker moved to approve. Selectman Osgood seconded. Motion carried 5-0.

Item 10: Acceptance of Board of Selectmen Non-public Meeting Minutes December 15, 2020 (6:15pm)

Vice Chair Hooper moved to approve. Selectman Flynn seconded. Motion carried 5-0.

Item 11: Acceptance of Board of Selectmen Non-public Meeting Minutes January 5, 2021

Selectman Parker moved to approve as amended. Selectman Osgood seconded. Motion carried 5-0.

Item 12: Acceptance of Board of Selectmen Meeting Minutes January 5, 2021

Selectman Parker moved to approve. Selectman Parker seconded. Motion carried 5-0.

Item 13: Department Reports

In packet

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Item 14: Town Administrator Report

•COVID-19 Update – As of January 13, 2021 we have 13 active cases (0.26% of population), we have had 16 new cases in the past fourteen days, a total of 138 cumulative cases (2.77% of population) and 3,243 people have been tested (65% of population). The positivity rate for Henniker is 7.3%.

•Filing Period for Town Elections – The registration period for open elected positions is January 20, 2021 through 5:00pm January 29, 2021.

Open Town Elected Positions:

- Two Select Board positions (3-year terms)
- Two Planning Board members (3-year terms)
- One Water Commissioner (1-year term)
- One Trustee of the Trust Funds (3-year term)
- Two Tucker Free Library Trustee (3-year terms)
- One Supervisor of the Checklist (6-year term)
- One Town Treasurer (1-year term)
- One Cemetery Trustee (3-year term).

•Craney Hill Emergency Communication Tower – We have been having discussions with our Homeland Security representative Julia Chase. In the beginning we thought we would only be able to access grant money for the generator piece of the project. Meaning the rest of the project would be funded by the Town. On January 13th we received news that Homeland Security is willing to consider a tower project. We are meeting on January 21st with Julia Chase from Homeland Security along with Stef Costello, Chief Morse, Chief French, Superintendent Aucoin and myself to start discussing the application and how to move forward. 56

•Azalea Park– I had the opportunity to have a meeting with Selectman Osgood and Susan Adams from the Azalea Park committee. There are some concerns about the path along the river and erosion that is occurring due to human use. The concern I have from the Town is there may be some liability if we do not address it. The erosion is happening along the walking path, I would hate for someone to fall and possibly end up in the river. I am working with the Highway Superintendent to see about possibly placing a fence or jersey barriers along the section of erosion. This leads me to a follow up discussion point. We are being asked to conduct maintenance work in the park. How involved would the board like us to be? I have long heard that no tax dollars are to be spent on the park. If we start providing work with town employees, this would be a taxpayer expense. I am looking to the board to clarify how they would like me to proceed.

The Board discussed and it will be an agenda item in the future.

Item 15: Selectmen Reports

DRAFT

Selectman Flynn had no report.

Vice Chair Hooper gave the CIP presentation and the balloon test for the cell tower at the end of the month.

Selectman Parker stated the RMC met and ZBA will meet tomorrow

Chair Blomback had no report

Public Comment #2

Heidi Aucoin stated the rope swing hidden in Azalea Park is a vandal activity because of the number of times the swing has been taken down and because the area is hidden. Selectman Osgood stated that is why he would like the town to spend money on cameras for the park. Heidi Aucoin stated that cameras will not stop determined people.

Vice Chair Hooper moved to adjourn. Selectman Flynn seconded. Motion carried 5-0.

Adjourn 9:15pm.

DRAFT



**Town of Henniker
Board of Selectmen Meeting
Tuesday, January 26, 2021
Zoom**

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

Members Excused:

Town Administrator: Joe R. Devine Jr.

Recording Secretary: Kelly McCutcheon

Virtual Zoom Guests:

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

Joe Devine explained the new format is due to zoom bombing in order to conduct the meeting as required without any improprieties

Public comment:

Heidi Aucoin asked if the balloon test for the cell phone tower with the snow happening now. Joe stated it has not been cancelled as of this meeting.

Joan O'Connor disagrees with new format and the Board could hire someone or hire zoom to monitored those attending so there is more transparency. She liked the opportunity of seeing

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everyone and chatting and thinks the Board is chipping away at access, and maybe should go back to regular meeting at the community center.

Cordell Johnston, Town Moderator, condemned the zoom bombings and briefed everyone of what happened at the Weare and Henniker Select Board meeting and the options moving forward for Henniker Town Meeting.

Selectman Parker was in favoring of moving forward as planned since he did not foresee any drastic changes in the following months. Vice Chair Hooper agreed. Selectman Osgood stated the more people are informed and the more people have time the plan the better the turn out will be. Chair Blomback agreed with Selectman Osgood.

Select Parker moved to continue with March 9, 2021 as planned for the voting session. Vice Chair Hooper seconded. Motion carried 4-1 (Osgood)

Selectman Parker moved to continue with March 13, 2021 as planned for the business portion (Town Meeting). Vice Chair Hooper seconded. Motion carried 5-0.

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

Item 2: Vacation Time Buyback

Selectman Parker moved to authorize the Town Administrator to purchase vacation time back from employees at risk of losing it, and not to exceed \$12,884. Selectman Flynn seconded. Motion carried 5-0.

Item 3: Budget Discussion

Joe Devine stated as the budget currently stands there is a \$2.16 tax increase and suggested reviewing the warrants to see which the Board supports. Vice Chair Hooper asked about the Azalea Park warrant. Azalea Park is requesting money for erosion control.

Chair Blomback presented his cuts to the operating budget. Vice Chair Hooper presented her cuts to the operation budget. It got contentious but together Chair Blomback and Vice Chair Hooper merged their cuts as listed in the below motions.

Chair Blomback moved to cut Code Enforcement by \$2,500. Vice Chair Hooper seconded. Motion carried 3-2 (Osgood, Flynn).

Chair Blomback moved to cut \$14,655 from Solid Waste. Vice Chair Hooper seconded. Motion carried 5-0.

Vice Chair Hooper moved to cut \$10,000 from Athletics. Selectman Parker seconded. Motion failed 2-3 (Blomback, Flynn, Osgood).

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Vice Chair Hooper moved to cut \$14,000 from the Tucker Library as recommended by the budget advisory committee. Selectman Parker seconded. Motion carried 3-2 (Flynn, Osgood).

Vice Chair Hooper moved to cut \$32,000 from White Birch. Motion failed, there was no second.

Vice Chair Hooper moved to cut \$1,000 from the Red Cross. Chair Blomback seconded. Motion failed 2-3 (Flynn, Osgood, Parker).

Vice Chair Hooper moved to cut \$14,915 from Beautification. Chair Blomback seconded. Motion failed 2-3 (Flynn, Osgood, Parker).

Vice Chair Hooper moved to cut \$350 from the Fuller Library. Chair Blomback seconded. Motion carried 5-0.

Total approved cuts to the Operation Budget: \$54,005.

Capital Budget:

Chair Blomback moved maintain Parks ETF as is at \$2,500. Vice Chair Hooper seconded. Motion carried 5-0.

Chair Blomback moved to cut \$75,000 from the Town Technology Fund. Selectman Flynn seconded. Motion failed 2-3 (Hooper, Osgood, Parker).

Vice Chair Hooper moved to keep the Town Technology Fund at \$125,000. Selectman Parker seconded. Motion carried 3-2 (Blomback & Flynn).

Chair Blomback moved maintain Town Owned Buildings at \$20,000. Vice Chair Hooper seconded. Motion carried 5-0.

Chair Blomback moved to cut \$150,000 from Road Maintenance leaving funding at \$600,000. Select Flynn seconded. Motion carried 3-2 (Hooper & Parker).

Chair Blomback moved to cut \$5,000 from Revaluation Fund. Selectman Osgood seconded. Motion failed 2-3 (Hooper, Parker, Flynn).

Chair Blomback moved to approve \$10,000 towards Ambulance, pending receipt of \$60,000 from the Town of Bradford. Motion carried 5-0.

Chair Blomback moved to approve \$100,000 towards Fire & Rescue equipment. Selectman Flynn seconded. Motion carried 3-2 (Hooper, Parker).

Chair Blomback moved to approve \$10,000 to Bridge Repair. Vice Chair Hooper seconded. Motion carried 5-0.

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Vice Chair Hooper moved to approve \$150,000 to Highway Equipment Fund. Selectman Parker seconded. Motion carried 5-0.

Chair Blomback moved to cut \$50,000 from Police Building Fund, and fund at \$50,000. Selectman Flynn seconded. Motion carried 3-2 (Hooper, Parker).

The highway dept. needs a 10wheeler and the tax rate increase \$1.49 is the truck is purchased or increase a \$1.07 is the truck is not purchased.

Vice Chair Hooper moved to purchase the 10-wheeler with \$150,000 from the unreserved fund and \$50,000 to be raised by taxation. Selectman Parker seconded. Motion carried 5-0.

The Board approved the highway block grant by consensus.

Azalea Parker, Sewer Commission and Water Commission still need to be addressed.

Chair Blomback moved to approve the budget as amended with a tax rate of \$11.64 (\$1.70 increase). Vice Chair Hooper seconded. Motion carried 5-0.

Town Administrator Report:

Joe Devine quickly updated the Board since last weeks meeting.

There were no Select Board reports.

Public Comment #2

No public comment.

**Selectman Parker moved to adjourn. Vice Chair Hooper seconded. Motion carried 5-0.
Adjourned at 9:15**

Next Meetings:

February 2, 2021 – Board of Selectmen Mtg.

February 16, 2021 – Board of Selectmen Mtg.

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**Town of Henniker
Board of Selectmen Meeting
Tuesday, March 2, 2021
Virtually via Zoom**

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

Town Administrator: Joe R. Devine Jr.

Recording Secretary: Kelly McCutcheon

Virtual Zoom Guests: Joan O'Connor, Rob Reno, Heidi Aucoin, Mike Tardiff, Mikael Plante, Bill Marko, Cordell, Johnston, dteaze, Stephanie Teaze, Lori Hubbard, Matthew French, Jack Krantz, Jim Morse

Item 1: Email from Amanda Sauerheber

Item 2: Email from Robert Reno

Item 3: Consent Agenda

Consent Agenda from February 16, 2021

Item 4: Abatement –Contoocook River Lumber (Map/Lot 2-486 A)

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

Public comment #1,
No public comment.

Item 5: Update from Mike Tardiff –Executive Director of Central Regional Planning

Mike Tardiff informed everyone the project is about ½ way through the 10-year process since being added to the Master Plan. The original estimation was roughly a million dollars with the most recent estimate being \$2.7 million dollars. Preliminary engineering is outlined for 2023 with the earliest construction date being 2025 and additional meetings with DOT (Department of Transportation) coming up to review the planning process.

Selectman Osgood asked if the intersection would become a rotary. Mike Tardiff stated it is unknown but DOT will be hosting a public meeting March 25th, beginning Phase A of the process hearing from both Henniker and Hillsboro, and that there will be plenty of opportunities for public input. Chair Blomback asked about the project's timeline. Mike Tardiff responded that the project was added to the Master Plan in 2015 and that construction would be no earlier than 2025. Vice Chair Hooper asked for information on government distributed

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funds for roads and infrastructure for the project. Selectman Osgood asked about any plans to bring the rail trails back to Henniker and the trails are included in the 10 year plan.

Item 6: Update for 2021 Town Meeting – Cordell Johnston

Cordell Johnston stated the first session will be Tuesday March 9, 2021 and that typically town elections see a smaller turn out compared to presidential and national elections, and protective equipment is still available and all the same precautions will be taken. Voting will take place in the Henniker Community School gym.

The business session of Town Meeting will be Saturday March 13th starting at 1pm at the Henniker Community School gym with over-flow to be in the cafeteria to accommodate appropriate social distancing. Joe Devine has spoken with an audio video specialist and there will be both video and audio capability so people can fully participate in either room.

No action is required from the Board tonight. There is one ballot vote and one bond vote which is the first item on the warrants. The Governor's mask mandate is still in effective and people are expected to wear masks Tuesday voting and Saturday at the business session.

Chair Blomback asked about those who wish to attend and do not want to wear a face mask. Cordell stated the mask mandate does allow for medical exemptions; and if someone cannot wear a mask they will be asked to sit in a separate section and it is assumed police will be there to arrest anyone if needed. Joe Devine stated last year's Town Meeting made accommodations for those who did not want to wear masks and will be able to do so again.

Item 7: Request to be added to the tow rotation

J & M Towing
Sizemore Motors

Joe Devine stated the town was approached by both companies requesting to be added to the tow rotation. The current policy gives the Board of Selectmen authority to dictate who is on the list with input from the Chief of Police. Chief French stated there have been no problems with the current companies on the list and that Henniker does not have the many tow call. At a future meeting the Chief requested to speak with the Board in regards to updating the policy.

Chair Blomback asked how many cars are towed each year. Chief French stated he did not have the current numbers but would guess 40 tows a year. Vice Chair Hooper recommend postponing until the Chief could update the policy. Selectman Parker and Flynn stated their support of the current two companies who are truly local.

By consensus the Board is not adding any new companies to the tow rotation list.

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Michael Plante of J&M towing thanked the Board for the opportunity to speak and spoke of how recently other towns like Weare have been adding companies to their tow rotations. He stated J&M is 1.8 miles from the town line so response time will not be an issue in addition to being a small family owned business that is a AAA provider and would like to be afforded the same fair and reasonable opportunity Danny's Automotive was offered in Weare. Currently J&M has a contract with NEC (New England College) and regularly in town.

Selectman Osgood stated since J&M towing spends time in town that if they are needed the town will reach out to them as backup. Michael Plante stated he has 3 tow trucks being able to respond to multiple accidents and has secure storage facilities in several towns.

Chair Blomback asked how many companies are on the tow rotation in Weare; five since the policy was just updated due to response time issues. Chair Blomback asked if Michael Plante has towed for Henniker Police Department before; yes, a few times.

There have been no issues with the current two companies on the tow rotation in the last 10 years and the Board will revisit the decision once the Police Chief has had time to update the policy and present it. Chair Blomback thanked Michael Plante for his time.

Item 8: Speaking order for Town Meeting

The speaking order for Town Meeting was determined and list is attached on the page following adjournment and upcoming dates.

Item 9: Update to temporary travel policy for vaccinated employees

Town Administrator, Joe Devine, was approached by Fire Chief Morse and Rescue Chief Aucoin regarding the August 11, 2020 selectmen travel policy that prohibited town employees from leaving the New England region. The State of New Hampshire and the CDC (Center for Disease Control) had updated their guidelines allowing people to travel if they are vaccinated and as well as a part for essential workers. Chief Morse requested the policy be updated to reflect the State and CDC recommended guidance.

Vice Chair Hooper stated the Board agreed to not move forward with any policy changes and that it was on the news last night that the CDC was asking people not to start traveling as precautions need to be taken in this early phase.

Chair Blomback stated that when the policy was passed that both chiefs were not in favor of the policy. Given that Chief Aucoin is also the Health Officer for the town, if Chief Aucoin feels it is safe for employees who have been vaccinated to travel he will entertain a motion to reverse the policy.

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Selectman Osgood stated he would vote against it and it is better to wait it out. Vice Chair Hooper agreed because the majority of the population has not been vaccinated and the item can be revisited at a differed time. Chair Blomback stated the whole point of the vaccine was to get the country back in motion and that both chiefs deal in life and safety.

Selectman Osgood stated that just because someone is vaccinated that it does not mean they cannot carry the virus. Selectman Parker suggested tabling for 30 days.

Fire Chief Jim Morse wondered why the Board would go against the State and CDC on this. Vice Chair Hooper stated they needed to wait to see what new variants come about and see how effective the vaccine is against the new variants.

Selectman Flynn moved to wait 30 days before making any changes and putting on the agenda for the nearest meeting after the 30 days. Vice Chair Hooper seconded.

Fire Chief Morse stated he has not seen the policy being voted on and that one would think department heads would have been included in the conversation of a policy they have to abide by and that involves their employees. Fire Chief Morse stated the Board is over stepping their bounds.

Joe Devine stated the town's policy that he drafted follows the State recommendations. Fire Chief Morse stated the State does not restrict employees from leaving if they have been vaccinated. Chair Blomback asked if the State allows employees to travel after the vaccine. After 14 days from the second vaccination State employees are allowed to travel outside of New England.

Chair Blomback asked why is the drafted policy going against State policy. Vice Chair Hooper stated the CDC said states are opening up too quickly. Chair Blomback stated the CDC also says it is safe to travel if you have been vaccinated and that since he does not have a medical background he would not go against the CDC. Selectman Osgood insisted vaccinated people can still spread the virus. Fire Chief Morse explained normally with a vaccine or virus one is not a spreader or a carrier after being exposed. Vice Chair Hooper stated with the new variants there is potential the vaccines will not work against the new variants.

Fire Chief Morse stated the Board is treading on thin ice and trying to gate in the community when letting people into town (tourist, NEC students). Vice Chair Hooper called a point of order. Selectman Parker stated the 30 days appeals to him because he also has not seen the policy as proposed and suggested taking a month to get department heads input and come back. Chair Blomback asked if science or feelings will be applied to the policy.

Selectman Flynn moved to revisit after April 1st at the next meeting. Vice Chair Hooper seconded. Motion carried 4-1 (Blomback)

Chair Blomback stated that travel should be open to all employees who have had both vaccinations after the 14th day from the second injection. Fire Chief Morse stated again that he had not seen the policy and that the Board is going against State and Federal guidelines. Vice

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Chair Hooper stated the policy is on the town website and was emailed to him. Chair Blomback agreed with Fire Chief Morse about the Board over-stepping but it will be revisited in 30 days.

Item 10: Acceptance of Board of Selectmen Meeting Minutes February 2, 2021

Selectman Parker moved to approve as amended. Vice Chair Hooper seconded. Motion carried 5-0.

Item 11: January Department Reports

In packet

Item 12: Town Administrator Report

COVID-19 Update—As of February 25th, 2021, we have eight active cases (0.16% of the population), we have had 11 new cases in the past fourteen days, a total of 181 cumulative cases (3.6% of the population), and 4,152 tests have been conducted for residents of Henniker. The positivity rate for Henniker is 6.4%.

- Vaccination—The State announces that they hope to have phase 2A of the vaccination roll out by the end of the month. Phase 2A covers teachers and childcare workers of about 75,000 people. The next group is 2B which would be those between the ages of 50-64. This also could be expedited if additional vaccines are approved (Johnson and Johnson) sooner.

- Town Election Coverage—With the Town Election fast approaching, I would like to remind the Select Board of the importance of them being at the polling location according to the N.H. State Constitution. This year will be difficult since we have two Select Board Members seeking reelection. These two members should not be present in the gym to ensure that no electioneering is taking place in the polling location.

- Electronic Voting Machines—Recently, we have fielded several questions on our voting machines' accuracy, stemming from a situation in Windham, NH. If you have not heard the problem, a Democratic state representative candidate requested a recount after losing her race by 24 votes. The recount results showed the four republican candidates each gaining approximately 300 votes and the candidate losing 99 votes. The other three Democratic candidates each gained in the range of 18 to 28 votes, which is not unusual in a recount of machine counted ballots in a town the size of Windham. The same candidates for state representative who won on election night were also the winners after the recount. The recount was appealed to the N.H. Ballot Law Commission, they held a public hearing and then voted unanimously to uphold the election of the four Republican candidates.

The Deputy Secretary of State said that the Windham Acuvote issue appears to have arisen from some vote-counting mistake and not from any manipulation of the Acuvote machine. The Town has the right not to use the Acuvote machine, but we would have to return to hand counting. The Deputy also said the machines had been used for about 25 years in N.H., there is no internet access to them, and there is no exterior access to them physically, as all the external wire and plug accesses are closed off. The Acuvote machine is the only machine approved in N.H. to read and count ballots.

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- Azalea Park Donation–The Town received a donation or Azalea Park for \$3500.

Selectman Flynn stated he is not comfortable accepting an anonymous donation. Vice Chair Hooper stated her concern on how the checks were addressed if the donation came from multiple parties. Joe Devine will reach out to legal since he is unsure how Susan Adams was able to cash the checks and get a bank check. Vice Chair Hooper also requested asking legal if the town can accept checks from anonymous donors but maintain record of the donor for internal purposes. Selectman Osgood stated there is nothing written that requires that information and that it would be a waste of money on a lawyer.

- Town Hall Boiler–The Town of Henniker has been granted an extension by the N.H. Department of Labor to replace or fix the boiler at the Town Hall. They have given the Town until April 27, 2021, to come into compliance.

- 2149 Western Ave–I wanted to update the Board on this property we dealt with in 2020. If you recall, the buyer of this property was looking to settle the liens the Town held. The closing has finally occurred. We received a check for \$10,000 to vacate the liens. We will remove these liens and place the property back on the tax roll for the Town.

- Potential Increased State and Federal Revenues for Municipalities–During the past week, several announcements provide the potential of positive news for municipalities for the coming year in terms of both state and federal revenue sources. The reports involve Rooms and Meals tax revenues from the State and federal Covid-19 Relief funding related to COVID-19 disaster declaration from the federal government.

Rooms and Meals Tax Revenue: On February 11th, Governor Sununu delivered his biennial budget address to the Legislature, outlining what he proposed in the next State budget. The first item he addressed was increased revenues to Granite State cities and Towns by increasing the amount of funds sent directly to municipalities from the Rooms & Meals Tax. Currently, \$68.8 million per year is what is sent to cities and towns. In both years of the next biennium, the Governor increases that amount by \$5 million (in 2022 -\$68.8 million up to \$73.8 million and in 2023 -\$73.8 million up to \$78.8 million). The Governor's Budget Director has indicated to officials at the N.H. Municipal Association the current level of funds (\$68.8 million) is the minimum amount that will go out, and the proposed increases are dependent upon overall increased revenues in Rooms & Meals tax collections. While there is potential increased revenue from this source, the Governor's budget proposal also reduces funding for the Highway Block Grant program by \$3.1 million in 2022. The State Bridge Aid Program is also reduced from its historic \$6.8 funding level to \$6 million.

Covid-19 Relief Funding: As media outlets have widely reported, the Biden Administration and Congress are developing a \$1.9 trillion Covid-19 Relief package, which could send upwards of \$1.6 billion in funding New Hampshire. The current proposal is working its way through the Congress would include direct funds to local governments, meaning counties, cities, towns, and village districts. The funding formulas are being worked on, but current reports are there would be as much as \$559 million to local governments in New Hampshire. Auburn is likely to be included with communities that generally do not meet Community

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Development Block Grant funding standards and would be splitting approximately \$19.5 billion in direct funding.

Unlike past federal funds, state and local governments would be allowed to use these funds to make up revenue lost or delayed because of the pandemic. FEMA Disaster Funding: Within the past week or so, the Biden Administration has announced the Federal Emergency Management Agency (FEMA) would cover 100% of the expenses incurred and claimed by local governments for the Covid-19 pandemic disaster declaration that was issued in March 2020. Typically, FEMA covers 75% of these expenses, with the state and local government responsible for the remaining 25%. During a weekly conference call on February 11th, the Director of the N.H. Division of Homeland Security and Emergency Management reported they had received the same announcement concerning FEMA covering 100% of claimed expenses. Still, they have not received the follow-up guidance documents and information from FEMA to indicate what costs will be allowed and how we should claim them. She noted that once they accept that guidance, they will provide it to the local communities. Until the guidance is received, she encouraged local communities to keep track of their expenses to ultimately document the expenses. The Rooms & Meals revenue and the Covid-19 Relief Funding from the federal government are intended to be anticipated revenues that would help local officials meet municipal expenses. The 100% FEMA coverage is funding that is intended to fully reimburse local governments for costs they incurred and is not considered to be new money for additional expenses. There is still a lot of work to take place at both the State and Federal levels to bring these items to fruition and benefit local governments and their taxpayers. And we will keep an eye on these items to keep the Board informed. But at this early juncture, they all indicate at least a recognition local government is a partner at the table. As the Governor noted in his Budget Address, the State will shift cash down to the cities and towns and not unfunded mand

Item 13: Selectmen Reports

Chair Blomback, Vice Chair Hooper and Selectman Osgood had no reports.

Selectman Flynn met with Athletics and they are about ready to launch their new webpage. There was also discussion of updating the background checks for coaches and girls' softball signups will be starting.

Selectman Parker met with the Road Management Committee who was disappointed in the reduction to the road article and will likely cut Old Hillsboro Road from the 2021 project list.

Public Comment #2

No public comment

Selectman Parker moved to adjourn. Selectman Flynn seconded. Motion carried 5-0

Adjourned at 7:45

UPCOMING DATES

March 9, 2021 –Town Election Day

March 10, 2021 –Planning Board Meeting

March 13, 2021 –Town Meeting

March 16, 2021 –Board of Selectmen Meeting

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Item 8: Speaking order for Town Meeting

- Warrant Article #4 Speaker: Underwood Engineers
- Warrant Article #5 Speaker: Chair Blomback
- Warrant Article #6 Speaker: Selectman Parker and Vice Chair Hooper
- Warrant Article #7 Speaker: Highway Supervisor Leo Aucoin
- Warrant Article #8 Speaker: Highway Supervisor Leo Aucoin and Vice Chair Hooper
- Warrant Article #9 Speaker: Selectman Osgood
- Warrant Article # 10 Speaker: Selectman Osgood
- Warrant Article #11 Speaker: Selectman Flynn
- Warrant Article #12 Speaker: Chair Blomback
- Warrant Article #13 Speaker: Fire & Rescue Chiefs
- Warrant Article #14 Speaker: Rescue Chief Aucoin
- Warrant Article #15 Speaker: Vice Chair Hooper
- Warrant Article #16 Speaker: Vice Chair Hooper
- Warrant Article #17 Speaker: Library Trustees or Selectman Osgood
- Warrant Article #18 Speaker: Vice Chair Hooper
- Warrant Article #19 Speaker: Selectman Flynn
- Warrant Article #20 Speaker: Selectman Flynn
- Warrant Article #21 Speaker: Wastewater Supervisor Ken Leveque
- Warrant Article # 22 Speaker: Cogswell Springs Water Commissioners
- Warrant Article #23 Speaker: Chair of Azalea Park Susan Adams
- Warrant Article #24 Speaker: Petitioner

**The following are department reports for the month of
February 2021**

Assessing

Building

Finance

Fire

Highway

Police

Rescue

Town Clerk/Tax Collector

Transfer Station

Wastewater

Welfare

MEMORANDUM

Helga Winn, Assessing Technician
18 Depot Hill Road
Henniker, NH 03242
Phone 603-428-3221 x 2 ≈≈ Fax 603-428-4366
Assessing@Henniker.org

TO: Joe Devine, Town Administrator
DATE: March 2, 2021
RE: Monthly Report

Assessing Report for February 2021

- Monthly maintenance of new deeds, address changes and online tax maps.
- Water bills folded, stuffed and mailed Feb. 3, 2021 and due on March 10, 2021.
- Three additional abatements received as of Feb. 28, 2021.
- Ongoing compilation of zoning and demolition permits for assessor's field work. (Ongoing through March 31, 2021).
- Ongoing compilation of lots with LLAs, site plans, and acreage changes for assessor. (Ongoing through March 31, 2021).
- Reminder letters sent to Gravel Pit owners regarding reports of Intents to Excavate due no later than April 15, 2021.
- Reminder letters sent to property owners and loggers of open Intents to Cut that last day to file for extension of Intent is March 31, 2021.
- Loggers and property owners with open Intents to Cut notified of road postings.
- Field work (Pick-Ups) by assessor to begin March 2, 2021.



Monthly Building Department Report
February 2021

TO: Joseph Devine, Town Administrator

FROM: Wendy Baker, Land Use Coordinator

The following is a record of permits issued for the month of February 2021:
Zoning: Shed (1) Driveway (1) solar array (1)

Permits /COs/Inspections	Quantity	Revenue
Zoning Permits	2	\$150.00
Demolition Permits		
Driveway	1	\$75.00
Assembly Permits		
Raffle Permits		
Sign Permits		
Tent Permits		
Hawk & Peddler		
	3	\$225.00

Town building rental/use:

Town Buildings	Rented/Reserved	Revenue
Community Center (upstairs)		
Grange (Does not include Caseworker & CAP)	9 Food Pantry open 2x week	N/C for Girl Scouts, AA Food Pantry- permanent
Bandstand		

Respectfully submitted,
Wendy Baker

Town of Henniker, NH

Permits Issued February 2021

Type of Application	Permit # Assigned	Date Permit Issued	Comm / Res	Street Number	Street	Description	Estimated cost Zoning Permits Only	Fee Collected	Owner of Record	Contractors
Driveway	DR 21-01	2/11/2021	RN	11	Highland Drive	New Driveway		\$75.00	Tech Built 153, Inc.	Michael Pelletier
Zoning	Z 21-05	2/11/2021	RN	613	Highland Drive	Exterior Pool Shed 16 x 24	\$20,000	\$75.00	Kyle Jensen	Kyle Jensen
Zoning	Z 21-06	2/11/2021	RR	215	Butter Road	Solar Roof Mount	\$42,000	\$75.00	Juston Chase	603 Solar

Finance Department

Report 3/11/21

Direct Deposit/Time on paychecks

Update: 12/8/20 Town administrator working on getting available vacation with within policy levels which will allow the data to be put on the stubs sooner.

Update 1/20/21 Employees with excess vacation time are being contacted to determine if a payout is necessary or will time be used before deadline.

Update 3/11/21 Will meet with Town Administrator and payroll service to determine next step in putting info on paystubs.

Highway Computer

I will attempt to connect with Leo and install his new PC on my office days next week.

Update 7/10/20: Did not get this done. Will need to setup time with Leo, although its now his busy season.

Update 08/25/20: No change.

Update 09/28/20: No Change

Update 11/12/20 No change

Update 12/8/20 No change

Update 1/20/21 Leo notified me he was finishing his office and will be looking for his new machine soon.

Update 2/11 Leo requested we put together his machine. Should be working on that next week.

Update: 3/11 Spoke with Leo, after town meeting will finish setup and deliver to highway/

WWTP – Computer

Purchased a new desktop in December for WWTP, just need to set it up and copy existing files over.

2/11 No Change

3/11 After Town Meeting install.

Welfare – Computer

Purchased a laptop for Welfare to access the State software, just need to complete setup and deliver.

2/11 No Change.

3/11 Project almost complete. Need to add printer to setup.

Exchange Server - @henniker.org

Changing the email from TDS to @henniker.org will require time from Mirador IT. Last estimate was \$1000-\$1500. I did not include that in the 2020 Budget Request. My last recollection was a policy was to be written to include email disposal dates so we did not have to retain these things forever.

7/10/20: No update

8/25/20: Had to recreate the @henniker.org email forwards on the domain server as the file had become corrupted. If you currently email anyone @henniker and it comes back to you, please let me know, I likely need to fix it.

09/28/20: No change, Mirador has been extremely busy anyway.

Update: 11/12/20 Request to change over entered into service que

Update 12/8/20 – Waiting to get onto Mirador schedule to get emails converted.

Update 1/20/21 – Have not had the time to follow up and check on status.

Vision – Revaluation

Revaluation under way.

Update: 7/10/20 – working on new server implementation which is to be done before the revaluation completes. Working with Mirador on server conversion.

Update: 08/25/20 – Mirador has delivered the server and needs to transition setup. I have not been contacted by Vision for any tentative install dates. I am assuming it will remain on their cloud server until after the meetings are completed and the data becomes officially ours.

Update: 09/28/20 – Mirador will configure server is next two weeks. Helga will remain on cloud until our server is completed.

Udate: 11/12/20 – MS-1 accepted by DRA. Waiting for contact to install on server

Update: 12/8/20 – Vision sent \$3500 invoice for cloud hosting. Contacted them since we indicated we wanted the software on our servers. Vision sent questionnaire on server which I will contact Mirador for help with versions of internal components.

Update 1/20/21 – Communicated with Mirador. Vision information stated the server cannot perform dhcp services (management of network users) and host the new version of Vision. I emailed Vision explaining we are a network of under 10 users which is hardly taxed by the dhcp services. I have not

heard back but I believe the option is add a new server for vision or pay the \$3500 to have it hosted on the cloud.

Update 2/11 No contact from Vision on status.

Update 3/11 No contact from Vision. Cloud hosting seems to be working nicely. Had correspondence with Cartographic. They are charging \$1800 for an updated file to upload our monthly changes to their website. Every Vision customer that also uses Cartographic would have to get this upgrade as the previous version no longer worked at all.

Audit

Just seems like we finished the last audit and 2020 is already underway.

Eversource and Fund Balance

Barts last report was on 6/23 and he reported an unsuccessful bid by Eversource to contest the 2014, 2015 and 2016 property valuations. He reported the original value abatements for 2014-2016 based on 1,208,910 - 3,116,728 - 3,171,430 will be due unless they appeal. The calculated cost of this decision with interest is \$305,441 thru 8/31/20.

Update: 11/12/200 No change

Update: 12/8/20 No change.

Update 1/20/21 No change

Update 2/11/21 Upton & Hatfield requested confirmation of amounts. Hopefully payment will be accepted soon.

Update 3/11/21 Eversource has been paid.

Cogswell Spring Borrowing

Need to issue an RFP for 2 loans for Cogswell Spring Water. \$200,000 from the 2018 Town Meeting to cover expenses for the water line. \$350,000 approved from 2020 Town Meeting to repair line under 202/9.

Update: 11/12/20: Citizens and Bar Harbor did not submit a bid. Excellent pricing from Franklin Savings is being presented to Water Commissioners on 11/17 meeting. 2.35% for 20 years and 2.65% for 25 years.

Update: 12/8/20: Backup documentation requested by bank. Request is in progress.

Update: 1/20/21 We have supplied all documents requested, awaiting return of documents for signature.

Update: 02/11/21 Responded to more documentation requests. Actual note coming for forward to Upton & Hatfield for review.

Update 03/11/21 Final document being sent to Upton & Hatfield for completion of attorney opinion which will trigger the actual notes to be signed by the Board of Selectmen and the Cogswell Spring Commissioners.

Vadar Property Tax Billing

Vadar has a program which allows the assessing data in its systems to be compared to the assessing data in Vision Appraisal. This program became obsolete with the recent Vision conversion to their upgraded system. Vadar has presented a \$2500 option to update the program. I consider that comparison to be invaluable and I am going to meet with Joe to discuss the possibility of authorizing that in the 2020 budget year.

Update: 1/20/21 In order to reconcile the databases with the new version of Vision I believe we must purchase this update. My quote was received in 2020 and it was my hope to charge the purchase to that year.

Update: 2/11/21 Programming revision under way.

Update 03/11/21: Vadar completed the repair and said no programming was required so they will not be billing the \$2500.

2021 Tax Anticipation Note:

Franklin savings has presented a renewal rate for the 2021 year. The current rate is 2.55%. They are dropping the rate for 2021 to 2.35%. No other banking institution offers a line of credit to us, they are only interested in loans which would require double the budget for TAN interest. I am requesting the Board to approve me to take advantage of the offering and renew our line for use in the 2021 budget year.

Update: 1/20/21 Documentation requested forwarded to Franklin Savings awaiting finalized documents for signature.

Update: 02/11/21 & 3/11/21 Still awaiting actual note for review.

Russ Roy 3/11/21

February 2021 consisted of 33 total calls for Henniker Fire. The calls ranged from Carbon Monoxide, Motor Vehicle accidents, Fire Alarm activations, Smoke in buildings, Power lines down, Ice rescue, Electrical Fire, EMS assist, Fuel Spill, Building fire, Equipment fire in the woods, Motor vehicle fire with exposure.

Monthly Fire Training consisted of pumper training along with SCBA Training.

The ice on the ponds, rivers and streams will be going fast, please pay close attention to your kids and animals with the warmer days to come in the near future.

Thank you,

Chief Morse

2/10/2021

To Town Administrator Joe Devine and Henniker Board of Selectmen,

February for Henniker Highway was all about plowing, salting and sanding. Roughly 532 tons of salt was delivered to the town shed in February, most of which was applied to the roads. Some of the moments between storms were utilized repairing, and cleaning trucks, stock piling sand in shop yard and clearing snow banks in the downtown. I spent some time working with Mike Vignale on the Depot Hill Road Drainage project.

Leo Aucoin
Superintendent
Henniker Highway

HENNIKER POLICE DEPARTMENT

Memo

To: Joseph Devine, Town Administrator

From: Chief Matthew French

Date: March 9, 2021

February 2021 summary

There were 10 arrests which include, driving with a suspended license, DUI, domestic violence assault, simple assault, drug violations, alcohol violations and Reckless Operation.

We had 716 Calls for Service (776 in 2020) which include:

- 2 Burglaries
- 1 Domestic Violence related assault
- 14 MV Crashes
- 2 Hit and run crashes
- 6 Vehicle off the road
- 17 Motor vehicle complaints
- 5 Motorist assists
- 90 MV stops.
- 29 Directed Patrols
- 16 Parking Comp/Compliance Check
- 25 Road Hazards
- 9 Assist Other agencies
- 29 Assist Rescue/Fire
- 9 Suspicious person/vehicles
- 7 Welfare Checks
- 2 Psychological Problem
- 1 Suicidal Person
- 5 Juvenile issue
- 9 Animal Complaints
- 25 Alarm Calls
- 12 Assist Citizen
- 3 Civil matter
- 1 Civil standby
- 9 Follow ups
- 7 Walk and Talks
- 201 Building checks
- 107 Vacant/Vacation House Checks

Henniker EMS Incident Report for February 2021

Total number of EMS incidents for February is 75 with an average response time of 1 minute 17 seconds

Henniker	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS	3	1	5	5				6	20
ALS Intercept									0
BLS	4	1		1				10	16
Cancelled/DOA								2	2
Refusal	1			2		2		6	11
Standby									0
Total	8	2	5	8	0	2	0	24	49
Average time to Respond	0:00:54	0:01:21	0:00:37	0:00:41		0:00:11			0:01:13

Bradford	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS	3			1		1			5
ALS Intercept									0
BLS	1							1	2
Cancelled/DOA	1							1	2
Refusal									0
Standby									0
Total	5	0	0	1	0	1	0	2	9
Average time to Respond	0:01:08			0:01:46		0:00:52		0:04:32	

Hillsboro	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS				1					2
ALS Intercept				1		1			3
BLS									0
Cancelled/DOA									0
Refusal							1		1
Standby									0
Total	0	0	0	2	0	1	1	2	6
Average time to Respond				0:01:03		0:01:49	0:00:00	0:00:10	0:00:42

Hopkinton	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS								1	1
Cancelled/DOA									0
Refusal									0
Standby									0
Total	0	0	0	0	0	0	0	1	1
Average time to Respond								0:02:09	0:02:09

Warner	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS	1								1
Cancelled/DOA				1					1
Refusal								1	1
Standby									0
Total	1	0	0	1	0	0	0	1	3
Average time to Respond	0:02:33			0:00:00				0:00:00	0:00:51

Washington	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept	1								1
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
Total	1	0	0	0	0	0	0	0	1
Average time to Respond	0:00:58								0:00:58

Webster	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS									0
Cancelled/DOA								1	1
Refusal									0
Standby									0
Total	0	0	0	0	0	0	0	1	1
Average time to Respond								0:00:25	0:00:25

Weare	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS									0
Cancelled/DOA								1	1
Refusal									0
Standby									0
Total	0	0	0	0	0	0	0	1	1
Average time to Respond								0:03:09	

Providers That Teched Calls

Amount of calls providers Teched in month of February

Amos	22
Andrews	0
Atkins	3
Aucoin	2
Chase	1
Cooper	1
Costello M.	0
Costello S.	4
Crisp	4
Dean	2
Donahue	1
French, Tom	1
French, Woody	0
Gagne	6
Henley	1
Hornblower	1
Lamontagne	2
Lorenze	5
Mason	0
Meade	5
Moir	0
Walsh	8
Weilbrenner	4
Total	73

Mutual Aid recived in month of February
 INC # 21-0147 Hopkinton came into Henniker and transported
 INC # 21-0166 Hopkinton came into Henniker and transported
 INC # 21-0167 Hillsboro came into Henniker and transported
 INC # 21-0176 Weare came into Henniker and transported

Incident numbers with multiple reports
 INC # 21-0121 we had three patient's.

MEMORANDUM

To: Joseph Devine, Town Administrator
From: Kimberly I. Johnson – Town Clerk/Tax Collector
Date: March 10, 2021
Subject: Town Clerk/Tax Collector Report as of 02/28/2021

PROPERTY TAXES

Total Committed 2020	\$14,709,614.00
Uncollected	\$404,548.66

TAX LIENS

	<u>2019 LIENS</u>	<u>2018 LIENS</u>	<u>2017/PRIOR LIENS</u>
Liened Amount	\$252,332.58	\$356,261.59	
Uncollected	\$120,538.30	\$ 71,726.99	\$136,371.27

WATER & SEWER -

	<u>2020</u>	<u>2021</u>
Water Billed	\$706,261.33	\$272,471.89
Sewer Billed	\$626,919.64	
Uncollected	\$ 56,659.58	\$154,559.66

TOWN CLERK REVENUE

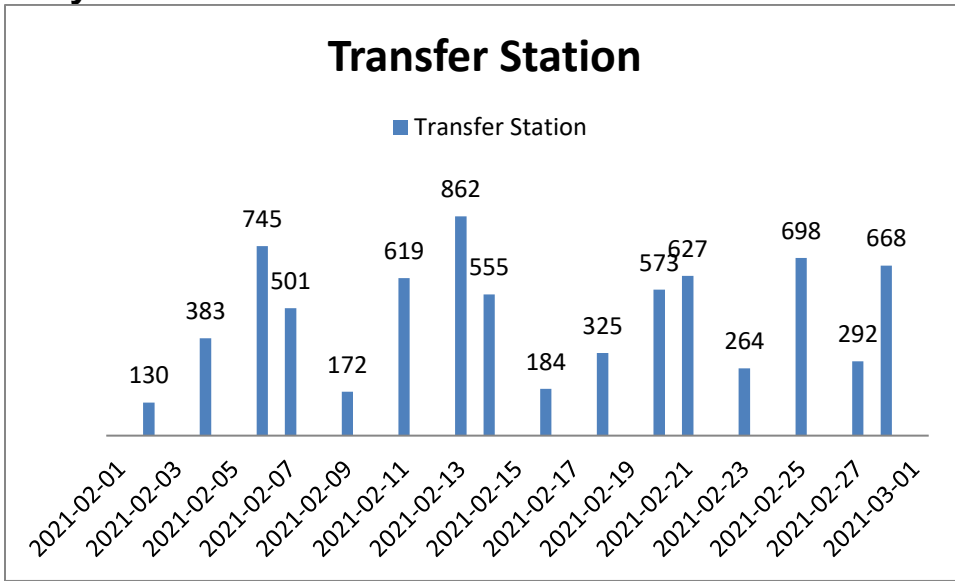
	<u>2020</u>	<u>2021</u>
MV	\$152,888.00	\$ 133,287.62
non-MV	\$ 1,485.22	\$ 1,519.82

Transfer Station, Parks, Properties

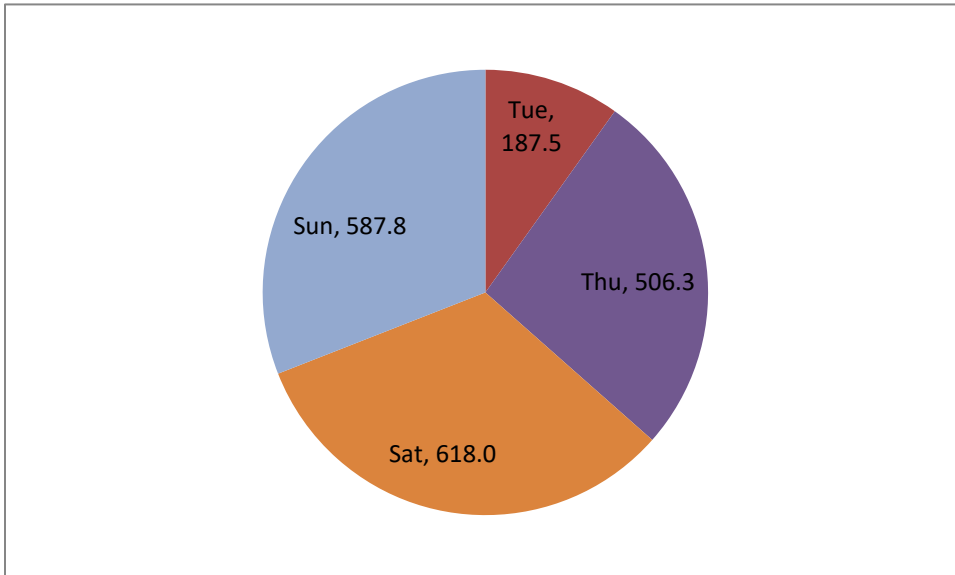
February 1st -28th

13,297 Visited the transfer station in January

Daily Traffic



Transfer Station Daily Residence Average



Cassella Trash

20.33 1/11/2021
 21.4 1/11/2021
 22.72 1/19/2021
 22.17 1/26/2021
 20.56 1/29/2021

Naughton & Son C&D

1/8/2021 12.07 \$965.60
 1/8/2021 12.07 \$965.60

107.18 Tons/214,360 LBS

24.14Tons/48,280 LBS

This month's maintenance:

- Trash trailers

2009 Spectec sec419696 packer trailer RED had maintenance and repairs done by Sizemore motors; multiple slack adjusters were frozen. Excessive force and heat were needed to remove them. Multiple s-cams were also frozen and needed to be freed up. Brake anchor pins were rusted/frozen and required excessive heat to remove them. New slack adjuster's brake drums and brake shoes were installed, chassis was greased and all components are now in working order.

- Scaring on the piston of the cardboard bailer.

Actions taken: fluids were changed along with filters. We will continue to watch the piston for additional scaring.

- NRRRA has been contacted to live load the transfer stations Occ/Baled cardboard we have 38+ bales to be shipped still waiting on NRRRA for ship date
- The department's glass crusher conveyer belt ripped on 3/3/2021 in the center of the belt. At this time we are still able to run the glass crusher though it will soon need to be replaced. A new conveyer belt dose cost roughly \$1,000 plus the cost of hard ware around \$500. = \$1,500 plus shipping. It would be my recommendation that we order the necessary parts and continue to crush glass.

Other News

Henniker Transfer station was awarded money for a used oil grant from the State of New Hampshire Department of Environmental Service. Kristen applied for this grant in the amount of \$1,303

*see attachment

With warmer weather approaching the department is gearing up prepping our **2** riding mowers with new blades, fresh fluids and filters. The 2 other mowers we have listed on our CIP will be prepped and prepared for auction. The John deer is to small of a unit for the growing demands of the department. The department mows, weed whacks, leaf blows and cares for about 17 acres all around Henniker. In addition to that we drag both softball and baseball fields daily to prevent weeds from growing in the clay.

The Toro that is inoperable (Z-Master74253) 60' can be used for parts for the current Toro 287L mower 70' *OR* we can continue to wait on parts that need to be shipped from overseas to have this unit as a backup in case one unit goes down or is out for service. Currently parts for this mower come from Sylvania with COVID restrictions there is nothing being shipped to the USA.

During spring, summer and fall, it is absolutely necessary to have 2 mowers running to take care of all of Henniker's parks and properties. Not only are the two mowers necessary we also need the people to run them and to keep up with the departments other responsibilities. We would hate for the dump to look like a dump because of little to no staff as we have had in the past. Hiring/replacing the full time position is a simple solution to so many issues that have been brought to our attention.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

October 26, 2020

PO 1076976
Robert R. Scott, Commissioner
New Hampshire Department of Environmental Services
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into grant agreements with the following entities totaling \$3,803 for the purposes of used oil collections, effective upon approval through October 15, 2021. 100% Hazardous Waste Cleanup Funds.

Vendor Name	Location	Vendor #	Grant Amount
Town of Henniker <i>RQ 207723</i>	Henniker, NH	177404-B002	\$1,303
Town of Wilton <i>WIL 11537964</i>	Wilton, NH	159979-B001	\$2,500

Funding is available in the account as follows.

	<u>FY 2021</u>
03-44-44-440010-5923-073-500580	\$3,803
Dept. of Environmental Services, Hazardous Waste Cleanup Funds, Grants-Non Federal	

EXPLANATION

The used oil grant program was established in 1994 under authority of RSA 147-B, to pay for the development, improvement, or operation of used oil collection centers. Political subdivisions, other government entities, non-profit organizations, and private businesses that are registered state motor vehicle inspections stations, are eligible for not-to-exceed annual grants of \$2,500. The purpose of the used oil grant program is to encourage proper handling, recycling, and sound disposal practices for this common waste material. If used oil is disposed in drains, on the ground, or with municipal solid waste, adverse impacts to surface water and groundwater may result. In a typical year, approximately 200,000 gallons of used oil are collected at established grant-assisted centers.

Grants are awarded on a "first-come, first-serve" basis, as are payment requests for approved grantees. The Department reviews payment request documentation and pays approved grantees, upon successful completion of their projects. These grant requests have been reviewed and determined to be in accordance with the governing statute RSA 147-B: 13.

We respectfully request your approval.

D. Robinson
Dean F. Robinson II, Coordinator
Used Oil Grant Program

926/4500

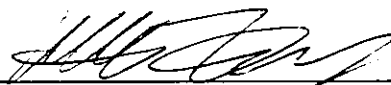
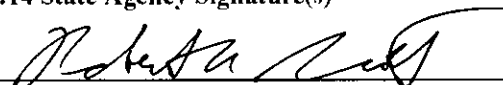
Subject: GRANT OF MATCHING FUNDS PURSUANT TO RSA 147-B:6, I-A

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATIONS

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Grantee Name Town of Henniker		1.4 Grantee Address 18 Depot Hill Rd Henniker NH 03242	
1.5 Effective Date Upon approval	1.6 Completion Date June 30, 2021	1.7 Audit Date N/A	1.8 Grant Limitation \$ 1,303
1.9 Grant Officer for State Agency Dean F. Robinson II, HHW Coordinator NH Department of Environmental Services		1.10 State Agency Telephone Number 603-271-2047	
1.11 Grantee Signature 		1.12 Name & Title of Grantee Signor Matt Henry Town Administrator	
1.13 Acknowledgment: State of New Hampshire, County of Merrimack On <u>6/10/2020</u> before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) <u>Deborah C. Aucoin</u>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> Deborah C. Aucoin Notary Public, State of New Hampshire My Commission Expires Sept. 27, 2022 </div>	
1.13.2 Name & Title of Notary Public or Justice of the Peace <u>Deborah C. Aucoin</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.16 Approval by Attorney General's Office (Form, Substance and Execution) By: _____ Attorney, On: / /			
1.17 Approval by the Governor and Council By: _____ On: / /			

2. SCOPE OF WORK. In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. RECORDS AND ACCOUNTS.

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar

documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

8. PERSONNEL.

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA; ACCESS.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.



9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding

Initials: 
Date: 

anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a

result of the Grantee's breach of its obligations hereunder.

12.4 Notwithstanding anything in this Agreement to the contrary, either the State or except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.


17. INSURANCE AND BOND.

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New

Initials: 
Date: 

Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New

Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Initials: KK
Date: 6/19/2010

EXHIBIT A
Grantee Obligations


- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment- 
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the New Hampshire Department of Environmental Services (NHDES). Failure to do so may result in termination of this agreement.

EXHIBIT B
Method of Payment

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to NHDES. The payment of funds to the Grantee shall not be construed as a waiver by NHDES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by NHDES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the NH Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until NHDES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.



Initials: 
Date: 

EXHIBIT C
Special Provisions

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including NHDES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) NHDES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow NHDES to have access to and conduct any monitoring of the Project deemed necessary by NHDES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the

REPRODUCED FROM THE NH DESASTERS AND EMERGENCIES PREPAREDNESS PLAN FOR USED OIL MANAGEMENT

Initials: *BB*
Date: *6/17/20*

SECTION III (Work Plan)

Description: The applicant collects, or intends to collect, Do-It-Yourselfer used oil and/or filters from residents who generate used oil as a household waste when they change their own automotive oil. The applicant is requesting grant funds related to their Do-It-Yourselfer used oil collection center. Details are provided below.

Line Item (Service or Product)	Cost
Arrow Equipment invoice # 35203	\$ 736.00
Complete Service and Cleaning	
1/23/2019	
5/21/19 Complete Service + cleaning invoice # 27415	\$ 567.00

Total Estimated Cost

\$ 1,303

SECTION IV (AUTHORIZATION)

I certify that, to the best of my knowledge, all of the foregoing information is complete and accurate.

[Signature]
(Signature of Authorized Person from Section I)

201906019
(Date)

Math Henry
(Print Name and Title of Authorized Person)

Mail application to:
NH Dept. of Environmental Services
Pollution Prevention Section
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

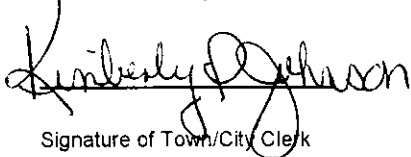
Please contact us with any questions you may have:

Telephone: (603) 271-2047
Email: UsedOilGrants@des.nh.gov

Standard Certificate of Authorization: Town of Henniker

I, Kimberly Johnson Town Clerk of Henniker, New Hampshire, hereby certify that on May 20, 2018, the Board of Selectmen voted to authorize Joseph Devine to sign contracts on behalf of the Town with respect to Grant contracts with the New Hampshire Department of Environmental Services.

This authority has not been amended or annulled.


Signature of Town/City Clerk

06/08/2020
Date

Printed Name of Town/City Clerk

Notarization

State of New Hampshire, County of Merrimack. On 6/8/2020 before me,

Deborah C. Aucoin, the undersigned officer, personally appeared Kimberly Johnson,
Notary Public Town/City Clerk

Who acknowledged herself to be the Town Clerk of the Town of Henniker, New Hampshire, and that she is being authorized to do so, executed the foregoing instrument for the purposes there in contained.

In witness here of, I hereunto set my hand and official seal.

Deborah C. Aucoin

Signature of Notary Public

Commission Expires: _____

Deborah C. Aucoin Notary Public, State of New Hampshire My Commission Expires Sept. 27, 2022
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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Henniker 18 Depot Hill Road Henniker, NH 03242		Member Number: 198	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2019	7/1/2020	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2019 1/1/2020	1/1/2020 1/1/2021	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only. Pollution and hazardous waste related liabilities, expenses and claims are excluded from coverage in the coverage document.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange
State of NH Department of Environmental Services PO Box 95 Concord, NH 03302			By: <i>Mary Beth Purcell</i>
			Date: 12/23/2019 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

Wastewater Department Report February, 2021

- 02/01/21 – Waste Management here to take our roll off to Merrimack, they were not supposed to be here until Wednesday 2/3/21. Rescheduled for 2/3.
Scum pump not working, called electrician.
Chazz shut press down, the above pumps feed the belt press.
Scum pump VFD reset itself, OK now.
- 02/02/21 – 6-8" snow, all of us on snow removal.
Working on January MOR/DMR
- 02/03/21 – Rich brought lab water samples to State lab and picked up sample bottles for quarterly Sludge analysis samples for tomorrow.
- 02/04/21 – Ken working on 2021 collection system Clean and T.V. RFP.
Ken taking quarterly sludge samples to EAI for analysis.
- 02/05/21 – Continue working on Clean & T.V. RFP
- 02/08/21 – Snow removal, Again!!!
Chazz left at 11:00.
Selector mixer tripped out on high temp, replaced with spare mixer, will clean and ship the one that is not working for repairs.
- 02/09/21 – Snowing!, 2 to 5 " expected.
Cleaned caustic drum in Grit Rm.
Completed and submitted monthly discharge monitoring report to EPA & NHDES.
Sent January 2021 Wastewater management report to Joe.
- 02/10/21 – Snow removal.
- 02/11/21 – Working on 2021 clean and T.V. RFP.
Preparing to ship selector mixer out for repairs.
- 02/12/21 – Sent timecards to Town hall.
Made arrangements to ship sludge roll off to Merrimack next Wednesday.
- 02/16/21 – Came in to +/- ¼" ice, scrapping where we can.
Sludge pump not filling belt press day tank, pump will not run, VFD codes Uu1 and CrSr.
Found rags holding down the float switch that was stopping the pump from running, should be OK now. Also found the drain valve for the same tank frozen, the plug for the heat tape not completely plugged in. Should be OK now.
- 02/17/21 – Valve for sludge tank thawed out, drained tank.
Sent sludge roll off to Merrimack to be emptied.
Shipped selector mixer to Xylem Inc. for repairs.
- 02/18/21 – Chazz started the Belt Press.
- 02/19/21 – Snowing, Snow removal.
Cleaning day.
- 02/22/21 – Ken restocking confined space permits.
Rich & Chazz cleaning pump room and grit room.
- 02/23/21 +/- 2" snow yesterday, all of us on snow removal.
While plowing snow I noticed red spots in the snow by the 500 gal. fuel tank. When I looked in the tank containment area there was fuel on the floor and all over the sides of the tank. I called Ayer & Goss, Bill came out to help me troubleshoot. Long story short we have a problem at the plant generator. Our generator has 2 fuel pumps, one to feed fuel from the 500 gallon bulk tank to the generators 165 gal. day tank, the other sends fuel back to the bulk tank if the day tank gets overfilled. I called Powers Generator, they will send someone out but not until late this afternoon. With help from Bill from A&G we cleaned up all the fuel and are

waiting for the generator service tech.

The service tech. came at 3:00 pm. And was unable to find the info he needed to troubleshoot. Someone will contact us tomorrow.

02/24/2021 –Called Ayer & Goss to get our generator day tank filled in case of an emergency.

Powers Generator is researching our generator to see what needs to be done to fix our problem.

Ayer & Goss here to put 100 gallons ORD fuel in the generator day tank.

02/25/2021–Met with Paul from AAA Pump to get a price to rebuild pump #3 at Ramsdell Rd. P.S.

Powers Generator here to gather information so they can give us a price to repair the plant generator.

02/26/2021-Received a quote from Powers for \$1,886.54 to replace a control circuit board and reseal the controller housing to prevent water intrusion, Ken authorized the repairs.

Received a quote from AAA Pump to rebuild Ramsdell Rd. P.S. pump #3, including removal and installation for \$8,400.00. A new replacement pump would cost \$17,000.00 installed.

Ken will check with Joe for approval.

Cleaning day.

2 Rolloff containers of sludge were sent to Merrimack, NH Composting facility for processing in February.

"The only Henniker on Earth"



Office of the Town Administrator
Joseph R. Devine, Jr.

To: Board of Selectmen

From: Joseph Devine, Town Administrator

A handwritten signature in blue ink, appearing to read "Joseph R. Devine, Jr.", is written over the printed name.

Date: March 24, 2021

Ref: **Town Administrator's Report**

I am pleased to report on the following items:

- **COVID-19 Update** – As of March 18th, 2021, we have nine active cases (0.18% of the population), we have had 15 new cases in the past fourteen days, a total of 202 cumulative cases (4.5% of the population), and 5,122 tests have been conducted for residents of Henniker. The positivity rate for Henniker is 1.6%.
- **Highway Department** – The Henniker Highway Department will be transitioning into the spring and summer schedule beginning April 5th. As a reminder, they will be working Monday – Thursday 6 a.m. – 4 p.m. with Friday off.
- **TAP Grant** – On Friday, March 19th, the Town submitted the completed TAP grant. They made it very clear competition for this grant will be tight, with 43 municipalities also submitting for funding.
- **Town Meeting Results** – Residents voted on elected officials on March 9th and two zoning amendments, both of which passed. On Saturday, March 13th, the residents voted on the remaining 21 warrant articles. 20/21 passed with only the Wastewater Bond failing. On behalf of the Town and its employees, I want to sincerely thank the community for their broad support of the budget and warrant articles. We all strive to provide the most effective and efficient services possible to the residents of Henniker.
- **DOT Informational Meeting/Improvement to Intersection 202/9** - The purpose of this meeting is to present citizens and public officials with information regarding the proposed project and to solicit public input to ensure that project decisions meet public transportation needs and community goals and protect and enhance the environment. The meeting is scheduled for Thursday, March 25th, 2021, at 6:00 p.m. The NHDOT will conduct the meeting virtually via Zoom. Presentation materials and the meeting link will be located on the NHDOT

Ongoing Projects

- Goal Setting with Select Board
- Vacation time vs. PTO Time
- Health Insurance Comparison
- Merit Pay/Evaluations

Upcoming Dates

March 25th, 2021 6:00 p.m. – Public Informational Meeting – Improvement to Intersection 202/9

April 6th, 2021 6:15 p.m. – Select Board Meeting

April 14th, 2021 6:30 p.m. – Planning Board Meeting

April 20th, 2021 6:15 p.m. – Select Board Meeting