



TOWN OF HENNIKER, NEW HAMPSHIRE  
SELECTMEN AGENDA

**Tuesday, April 20, 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/96413489500?pwd=VmNwdGRoREdlbIN0dUtCZ2R6c0FUZz09>

*Meeting ID: 964 1348 9500*

*Password: 880170*

**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 April 12, 2021

- a. MS-232 – Report of Appropriations Actually Voted
- b. Intent to Excavate Map 1 Lot 522
- c. Land Use Change Tax Warrant for Map 1 Lot 135-2
- d. Thomas French Appointment to Deputy Chief Henniker Rescue

**Item 2:** Consent Agenda April 20, 2021

- a. Tax Abatements for Map 1 Lot 619-081, Map 1 Lot 110-C16 & Map 1 Lot 041
- b. Warrant for the Collection of Excavation Taxes for Map 1 Lot 587-A, Map 2 Lot 103-X, Map 1 Lot 44 and Map 1 Lot 539-C
- c. Intent to Excavate Map 1 Lot 603-X1
- d. Intent to Excavate Map 1 Lot 44
- e. Intent to Excavate Map 1 Lot 539-C
- f. Intent to Excavate Map 2 Lot 103-X
- g. Intent to Excavate Map 1 Lot 549-F3
- h. Intent to Excavate Map 1 Lot 587-A
- i. Intent to Excavate Map 1 Lot 678
- j. Intent to Cut Map 1 Lots 14, 43, 44 & 70

**VII. NEW BUSINESS**

**Item 3:** Farmers Market Season

**Item 4:** Memorial Day Parade

**Item 5:** Highway Department RFP's

a. 2021 Paving Bid

b. 2021 Crack Seal Bid

c. 2021 Chip Sealing Bid

**Item 6:** Depot Hill Road Curbing

**Item 7:** Transfer Station Update – Hours and Commercial Use

**Item 8:** Biannual Update from Town Clerk

**Item 9:** Record Management Committee

**Item 10:** Town Hall Summer Hours

**VIII. OLD BUSINESS**

**Item 11:** Dental Insurance

**IX. OTHER BUSINESS/CORRESPONDENCE**

**Item 12:** Acceptance of Board of Selectmen Minutes April 6, 2021

**Item 13:** March Department Reports

**Item 14:** Town Administrator's Report

**Item 15:** 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 – If Necessary**

**Item 16:** Non-public Session 91-A:3 II a, c, d e, or e Personnel/Reputation/Legal/Land

**XII. ADJOURNMENT**

**XIII. UPCOMING DATES**

May 4, 2021 – Select Board Meeting

May 12, 2021 – Planning Board Meeting

May 18, 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.



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Monday, April 12, 2021**

Consent Agenda

- Item 1:** MS-232 – Report of Appropriations Actually Voted
- Item 2:** Intent to Excavate Map 1 Lot 522
- Item 3:** Land Use Change Tax Warrant for Map 1 Lot 135-2
- Item 4:** Thomas French Appoint to Deputy Chief Henniker Rescue

Board of Selectmen Approval:

_____	_____
_____	_____
_____	

\*Please note that the Consent Agenda is subject to change until 4:30 pm the day of a scheduled Selectmen's Meeting.

Telephone  
603-428-3221

18 Depot Hill Road  
Henniker, NH 03232  
[www.henniker.org](http://www.henniker.org)

FAX  
603-428-4366







Report of Appropriations Actually Voted

Account	Purpose	Article	Appropriations As Voted
<b>General Government</b>			
4130-4139	Executive	05	\$31,663
4140-4149	Election, Registration, and Vital Statistics	05	\$107,943
4150-4151	Financial Administration	05	\$713,752
4152	Revaluation of Property		\$0
4153	Legal Expense	05	\$20,000
4155-4159	Personnel Administration		\$0
4191-4193	Planning and Zoning	05	\$54,200
4194	General Government Buildings		\$0
4195	Cemeteries	05	\$15,200
4196	Insurance	05	\$141,554
4197	Advertising and Regional Association	05	\$4,157
4199	Other General Government		\$0
<b>General Government Subtotal</b>			<b>\$1,088,469</b>
<b>Public Safety</b>			
4210-4214	Police	05	\$1,416,714
4215-4219	Ambulance		\$0
4220-4229	Fire	05	\$820,862
4240-4249	Building Inspection	05	\$29,155
4290-4298	Emergency Management	05	\$1,292
4299	Other (Including Communications)		\$0
<b>Public Safety Subtotal</b>			<b>\$2,268,023</b>
<b>Airport/Aviation Center</b>			
4301-4309	Airport Operations		\$0
<b>Airport/Aviation Center Subtotal</b>			<b>\$0</b>
<b>Highways and Streets</b>			
4311	Administration	05	\$771,211
4312	Highways and Streets	05	\$681,040
4313	Bridges		\$0
4316	Street Lighting		\$0
4319	Other		\$0
<b>Highways and Streets Subtotal</b>			<b>\$1,452,251</b>
<b>Sanitation</b>			
4321	Administration	05	\$494,063
4323	Solid Waste Collection		\$0
4324	Solid Waste Disposal		\$0
4325	Solid Waste Cleanup		\$0
4326-4328	Sewage Collection and Disposal		\$0
4329	Other Sanitation		\$0



Report of Appropriations Actually Voted

Sanitation Subtotal \$494,063

**Water Distribution and Treatment**

4331	Administration		\$0
4332	Water Services		\$0
4335	Water Treatment		\$0
4338-4339	Water Conservation and Other		\$0
<b>Water Distribution and Treatment Subtotal</b>			<b>\$0</b>

**Electric**

4351-4352	Administration and Generation		\$0
4353	Purchase Costs		\$0
4354	Electric Equipment Maintenance		\$0
4359	Other Electric Costs		\$0
<b>Electric Subtotal</b>			<b>\$0</b>

**Health**

4411	Administration		\$0
4414	Pest Control	05	\$9,408
4415-4419	Health Agencies, Hospitals, and Other	05	\$79,000
<b>Health Subtotal</b>			<b>\$88,408</b>

**Welfare**

4441-4442	Administration and Direct Assistance	05	\$80,000
4444	Intergovernmental Welfare Payments		\$0
4445-4449	Vendor Payments and Other		\$0
<b>Welfare Subtotal</b>			<b>\$80,000</b>

**Culture and Recreation**

4520-4529	Parks and Recreation	05	\$47,340
4550-4559	Library	17	\$217,654
4583	Patriotic Purposes	05	\$2,000
4589	Other Culture and Recreation		\$0
<b>Culture and Recreation Subtotal</b>			<b>\$266,994</b>

**Conservation and Development**

4611-4612	Administration and Purchasing of Natural Resources	05	\$2,515
4619	Other Conservation		\$0
4631-4632	Redevelopment and Housing		\$0
4651-4659	Economic Development		\$0
<b>Conservation and Development Subtotal</b>			<b>\$2,515</b>

**Debt Service**

4711	Long Term Bonds and Notes - Principal	05	\$185,979
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**Report of Appropriations Actually Voted**

4721	Long Term Bonds and Notes - Interest	05	\$27,976
4723	Tax Anticipation Notes - Interest	05	\$13,500
4790-4799	Other Debt Service		\$0
<b>Debt Service Subtotal</b>			<b>\$227,455</b>
<b>Capital Outlay</b>			
4901	Land	23	\$2,528
4902	Machinery, Vehicles, and Equipment	07,13	\$267,000
4903	Buildings		\$0
4909	Improvements Other than Buildings	18	\$60,000
<b>Capital Outlay Subtotal</b>			<b>\$329,528</b>
<b>Operating Transfers Out</b>			
4912	To Special Revenue Fund		\$0
4913	To Capital Projects Fund		\$0
4914A	To Proprietary Fund - Airport		\$0
4914E	To Proprietary Fund - Electric		\$0
4914O	To Proprietary Fund - Other		\$0
4914S	To Proprietary Fund - Sewer	21	\$630,958
4914W	To Proprietary Fund - Water	22	\$587,841
4915	To Capital Reserve Fund	08,10,12,14,19	\$350,000
4916	To Expendable Trusts/Fiduciary Funds	06,09,11,15,16,20	\$802,500
4917	To Health Maintenance Trust Funds		\$0
4918	To Non-Expendable Trust Funds		\$0
4919	To Fiduciary Funds		\$0
<b>Operating Transfers Out Subtotal</b>			<b>\$2,371,299</b>
<b>Total Voted Appropriations</b>			<b>\$8,669,005</b>

# INTENT TO EXCAVATE CHECKLIST

Date received 03/31/2021

Office ID# \_\_\_\_\_

Owner's name Aucoin, Leo G & Lisa

Lot # 1-522

Route to: Planning Board/Consultant approval *OC*

Date 4-1-21

Items 1 - 16 Complete

Missing items:

- |   |  |
|---|--|
| 1 Town/City                                   | 15 Original with \$100                                   |
| 2 Tax map/lot                                 | <input checked="" type="checkbox"/> 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:2(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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MAR 31 2021

(Assigned by Municipality)

For Tax Year April 1, \_\_\_\_\_ to March 31, \_\_\_\_\_

YR TOWN OP#

								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 #: M1 - L822
- Name of Access Road: WEAVER ROAD / R.F. 114
- Total Acreage of Lot: 27 ACRES
- 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): 27
- Excavation Area (acres) as of April 1: 30,000 sq ft
- Reclaimed Area (acres) as of April 1: 10,000 sq ft
- Remaining Cubic Yards of Earth to Excavate: 50,000 ±
- 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	1000
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	

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.)

Leo Aucorn  
 PRINT CLEARLY OR TYPE NAME OF OWNER

Leo Aucorn 3/30/21  
 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

Lisa Aucorn  
 PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

Ruben M. Aucorn 3/30/21  
 SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED

PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)

619 GULF RD  
 MAILING ADDRESS

Henniker NH 03242  
 CITY OR TOWN STATE ZIPCODE

leoexcavating@tds.net  
 E-MAIL ADDRESS

603-428-7443 \_\_\_\_\_  
 HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 3/31/21

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: Aucoin, Leo & Lisa

MAP/LOT 1-522

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

<b>FORM</b>
<b>A-5W</b>

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**WARRANT FOR LAND USE CHANGE TAX**

**STEP 1 - TAX COLLECTOR'S WARRANT FOR LAND USE CHANGE TAX IN THE MUNICIPALITY OF:**

NAME OF MUNICIPALITY TOWN OF HENNIKER		
STREET ADDRESS 18 DEPOT HILL RD		
MAILING ADDRESS		
MUNICIPALITY HENNIKER	STATE NH	ZIP CODE 03242

**STEP 2 - COLLECTION OF LAND USE CHANGE TAX**

(a) State of New Hampshire, County of: MERRIMACK	
(b) To: KIMBERLY I. JOHNSON	Municipal Collector of taxes
(c) for the municipality of: HENNIKER	in said County.
(d) In the name of said State you are directed to collect the <b>LAND USE CHANGE TAX</b> in the list herewith committed to you, amounting in all of the sum of: Interest at 18% will be assessed after 30 days.	\$ 6,070.00
(e) Given under our hands at HENNIKER	
(f) This day of	
(g) LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MARTEL, TYLER A & WOODRUFF, ALICIA J.	
LANDOWNER NAME OR RIGHT -OF- WAY RESPONSIBLE PARTY MAILING ADDRESS 50 CHRISTMAS TREE LANE, MILFORD, NH 03055	
(h) MUNICIPAL TAX MAP 1	LOT NUMBER 135-2

**STEP 3 - 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
KRIS BLOMBACK		
TIA HOOPER		
PETER FLYNN		
D. SCOTT OSGOOD		
LEON PARKER		

<b>FORM</b>
<b>A-5</b>

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPALITY LAND USE CHANGE TAX BILL

**STEP 1 - LAND USE CHANGE TAX TO BE BILLED TO:**

PROPERTY OWNER(S) OR  RIGHT OF WAY RESPONSIBLE PARTY LISTED BELOW:

PLEASE TYPE OR PRINT	LAST NAME/CORPORATION/TRUST NAME <b>MARTEL</b>	FIRST NAME/CORPORATION/TRUST NAME <b>TYLER</b>	INITIAL <b>A</b>
	LAST NAME/CORPORATION/TRUST NAME <b>WOODRUFF</b>	FIRST NAME/CORPORATION/TRUST NAME <b>ALICIA</b>	INITIAL <b>J</b>
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	LAST NAME/CORPORATION/TRUST NAME	FIRST NAME/CORPORATION/TRUST NAME	INITIAL
	MAILING ADDRESS <b>50 CHRISTMAS TREE LANE</b>		
MUNICIPALITY <b>MILFORD</b>		STATE <b>NH</b>	ZIP CODE <b>03055</b>

**STEP 2 - PARCEL IDENTIFICATION OF DISQUALIFIED CURRENT USE LAND**

PLEASE TYPE OR PRINT	(a) RIGHT OF WAY LAND USE CHANGE TAX - PROVIDE NAME OF LANDOWNER ON WHICH THE RIGHT OF WAY IS LOCATED			
	(b) ACCESSIBLE STREET LOCATION <b>COLBY HILL RD.</b>		MUNICIPALITY <b>HENNIKER</b>	COUNTY <b>MERRIMACK</b>
	(c) TOTAL ACRES OF PARCEL <b>12.25</b>	PARCEL TAX MAP AND LOT # <b>1</b>	<b>135-2</b>	DEED BOOK AND PAGE # <b>3694 2408</b>
	(d) CHECK ONE BELOW: <input checked="" type="checkbox"/> PARTIAL RELEASE <input type="checkbox"/> FULL RELEASE <input type="checkbox"/> RIGHT OF WAY LAND USE CHANGE TAX			

NOTE: A separate land use change tax (LUCT) must be submitted for each separate parcel of land.

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

(a) Owners Name When Land Was First Recorded in Current Use: <b>CRAGO, KAREN</b>	DEED BOOK AND PAGE # <b>1962 1687</b>
(b) Total Number of Acres Originally Enrolled in Current Use	<b>12.25</b>
(c) Total Number of Acres Previously Released Since The Original Recording	<b>0</b>
(d) Number of Acres Subject to the LUCT Per This Assessment	<b>2.00</b>
(e) Number of Acres Remaining in Current Use [3(b) minus 3(c) and 3(d)]	<b>10.25</b>



<b>FORM</b>
<b>A-5</b>

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**MUNICIPALITY LAND USE CHANGE TAX BILL**  
 (continued)

**STEP 4 - ASSESSMENT OF LAND USE CHANGE TAX**

(a) Narrative Description of the Disqualification: <b>PROPERTY BEING IMPROVED WITH SINGLE FAMILY HOME</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>03/11/2021</b>
(c) Full and True Market Value at Time of Change in Use	\$ <b>60,500.00</b>
(d) Land Use Change Tax [Step 4(c) multiplied by 10%]	\$ <b>6,050.00 + \$20.00 =</b>

**STEP 5 - SIGNATURES OF A MAJORITY OF THE MUNICIPAL ASSESSING OFFICIALS**

\$6,070.00

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE (in black or dark blue ink)	DATE
<b>KRIS BLOMBACK</b>		
<b>TIA HOOPER</b>		
<b>PETER FLYNN</b>		
<b>D. SCOTT OSGOOD</b>		
<b>LEON PARKER</b>		

**STEP 6 - BILL LAND USE CHANGE TAX TO:**

**(COMPLETED BY MUNICIPAL ASSESSING OFFICIALS)**

LAST NAME/CORPORATION/TRUST NAME <b>MARTEL/WOODRUFF</b>		FIRST NAME/CORPORATION/TRUST NAME <b>TYLER A &amp; ALICIA J</b>	INITIAL
MAILING ADDRESS <b>50 CHRISTMAS TREE LANE</b>			
MUNICIPALITY <b>MILFORD</b>	STATE <b>NH</b>	ZIP CODE <b>03055</b>	
(b) Actual Date of Change in Use (MM/DD/YYYY)	<b>03/11/2021</b>		
(c) Date of Land Use Change Tax Bill (MM/DD/YYYY)			
(d) Full and True Market Value at Time of Change in Use	\$ <b>60,500.00</b>		
(e) Land Use Change Tax Due	\$ <b>6,050.00 + \$20.00</b>		

Rec. Fee

<b>FORM</b>
<b>A-5</b>

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**MUNICIPALITY LAND USE CHANGE TAX BILL**  
 (continued)

**STEP 7 - CHECKS PAYABLE AND MAILED TO: (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

(a) MAKE CHECKS PAYABLE TO: <b>TOWN OF HENNIKER</b>		
(b) MAIL TO: <b>KIMBERLY I. JOHNSON - TOWN CLERK/TAX COLLECTOR</b>		
MAILING ADDRESS: <b>18 DEPOT HILL RD.</b>		
MUNICIPALITY <b>HENNIKER</b>	STATE <b>NH</b>	ZIP CODE <b>03242</b>
(c) MUNICIPAL TAX COLLECTOR PHYSICAL OFFICE LOCATION: <b>18 DEPOT HILL RD., HENNIKER, NH 03242</b>		
(d) MUNICIPAL TAX COLLECTOR OFFICE HOURS: <b>MON-WED: 8-4:30, FRI: 8-4:30</b>		
(e) LAND USE CHANGE EXEMPT FROM RECORDING RSA 79-A:7, I (c): <input type="checkbox"/> Yes <input type="checkbox"/> No		
(f) RECORDING FEE: INCLUDE A SEPARATE CHECK IN THE AMOUNT OF \$ _____		
PAYABLE TO:		
(g) PAYMENT OF THE LAND USE CHANGE TAX IS DUE NO LATER THAN 30 DAYS AFTER MAILING OF THIS BILL. INTEREST, AT THE RATE OF 18% PER ANNUM, SHALL BE DUE IF THE TAX IS NOT PAID ON OR BEFORE: _____		

**STEP 8 - ACKNOWLEDGEMENT OF PAYMENT (COMPLETED BY MUNICIPAL TAX COLLECTOR)**

TYPE OR PRINT NAME (in black or dark blue ink)	SIGNATURE OF MUNICIPAL TAX COLLECTOR (in black or dark blue ink)	DATE OF PAYMENT
--	--	-----------------



**TOWN OF HENNIKER APPOINTMENT**

To **Thomas French**, of Henniker, NH, in the County of Merrimack:

WHEREAS, there is a vacancy of Deputy Chief of Henniker Rescue, of said Town of Henniker, and whereas, the subscribers, have confidence in your ability and integrity to perform the duties of said office, we do hereby appoint you, **Thomas French**, as Deputy Chief of Henniker Rescue effective **April 12, 2021**.

Given under our hands this 12<sup>th</sup> day of April 2021.

BOARD OF SELECTMEN:

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



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TOWN OF HENNIKER, NEW HAMPSHIRE  
BOARD OF SELECTMEN  
CONSENT AGENDA

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**Monday, April 20, 2021**

Consent Agenda

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- Item 10:** Intent to Cut Map 1 Lots 14, 43, 44 & 70

Board of Selectmen Approval:

_____	_____
_____	_____
_____	

\*Please note that the Consent Agenda is subject to change until 4:30 pm the day of a scheduled Selectmen's Meeting.

Telephone  
603-428-3221

18 Depot Hill Road  
Henniker, NH 03232  
[www.henniker.org](http://www.henniker.org)

FAX  
603-428-4366



# TOWN OF HENNIKER, NEW HAMPSHIRE

April 20, 2021

## ABATEMENT

To the Collector of Taxes.

By vote of the Board of Selectmen upon the application of:

**SEE ATTACHED LIST**

Residence: **VARIOUS LOTS IN HENNIKER**

We have abated the amount of: **\$ 6.78**

Cause of abatement: **DELETE SMALL BALANCES ON PROPERTY TAXES BEFORE SENDING OUT CERTIFIED LETTERS FOR TAX LIENS**

Per Order:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Board of Selectmen**

**Selectmen's Office**  
*Administration, Finance,  
Assessing, Planning,  
Zoning & Building Permits*  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3221  
Fx (603) 428-4366

**Town Clerk / Tax Collector**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3240  
Fx (603) 428-4366

**Transfer / Recycling Center  
Parks and Properties**  
18 Depot Hill Rd.  
Henniker NH 03242  
**Physical:** 1393 Weare Rd.  
Ph (603) 428-7604

**Cogswell Spring Water Works**  
146 Davison Rd.  
Henniker NH 03242  
Ph (603) 428-3237  
Fx (603) 428-3362

**Wastewater Treatment Plant**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-7215  
Fx (603) 428-8312  
**Physical:** 199 Ramsdell Rd.

**Highway**  
18 Depot Hill Rd.  
Henniker NH 03242  
**Physical:** 209 Ramsdell Rd.  
Ph (603) 428-7200  
Fx (603) 428-7200

**Police**  
340 Western Ave.  
Henniker NH 03242  
Ph (603) 428-3213  
(Dial 911 for an Emergency)  
Fx (603) 428-7509

**Fire & Rescue**  
216 Maple St.  
Henniker NH 03242  
Ph (603) 428-7552  
(Dial 911 for an Emergency)  
Fx (603) 428-7628

**PROPERTY TAX ABATEMENTS – April 20, 2021**

Bonnett, Frank & Kim	#1-619-081	Old Concord Road	\$ 2.50
Hardy, Veronica L	#1-110-C16	72 Shore Drive	\$ 0.50
Schoenegge, Joann E	#1-041	80 Mink Hill Road	\$ 3.78



# TOWN OF HENNIKER, NEW HAMPSHIRE

## WARRANT FOR THE COLLECTION OF EXCAVATION TAXES THE STATE OF NEW HAMPSHIRE

**MERRIMACK ss.**

**Selectmen's Office**  
*Administration, Finance,  
Assessing, Planning,  
Zoning & Building Permits*

18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3221  
Fx (603) 428-4366

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Ph (603) 428-3213  
(Dial 911 for an Emergency)  
Fx (603) 428-7509

**Fire & Rescue**

216 Maple St.  
Henniker NH 03242  
Ph (603) 428-7552  
(Dial 911 for an Emergency)  
Fx (603) 428-7628

To Kimberly I. Johnson, Collector of Taxes for the Town of Henniker in said County:

In the name of said state you are directed to collect the excavation taxes in the list herewith committed to you, amounting in all to the sum of **Four Thousand One Hundred Seventy Five dollars and Fifty cents (\$4,175.50)** interest at eighteen percent (18%) per year computed from due date.

The list below is a correct list of excavation taxes assessed against the owners of excavation pits named therein who have excavated same in said Town of Henniker during the tax year April 1, 2020 to March 31, 2021, which taxes are assessed by us as Selectmen of the Town of Henniker under and by virtue of RSA 79 Revised.

A tax collector shall remit all money collected to the town treasurer, or to the town treasurer's designee as provided by RSA 41:29,VI, at least on a weekly basis, or daily whenever tax receipts total \$1,500 or more.

Given under our hands and seal at Henniker this 20<sup>th</sup> day of April in the year 2021.

### Approval by Board of Selectmen

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

20-213-06	Construction Aggregates, Inc., PO Box 870, Henniker	\$ 738.36
20-213-07	Mink Hills Land LLC, PO Box 2040, Henniker	\$ 1,868.20
20-213-08	Patenaude Properties, PO Box 2040, Henniker	\$ 340.90
20-213-09	Patenaude Properties, PO Box 2040, Henniker	\$ 1,228.04

**TOWN OF HENNIKER  
CERTIFICATION OF EXCAVATION TAXES ASSESSED  
2020-2021**

COUNTY: MERRIMACK

DATE: April 20, 2021

MAP 1            LOT    587-A

INTENT# 20-213-06-E  
ACCT # 308-1041

NAME OF OWNER(S):    Construction Aggregates, Inc.  
ADDRESS OF OWNER:    PO Box 870, Henniker, NH 03242

**SUMMARY OF EARTH EXCAVATED**

<u>TYPE</u>	<u>CUBIC YARDS</u>	<u>TAX</u>
GRAVEL	9,006	\$180.11
SAND	27,912	\$558.24
LOAM		\$0.00
STONE PRODUCTS		\$0.00
OTHER:		\$0.00
CRUSHED GRAVEL		\$0.00
HARD PACK		\$0.00
STONE DUST		\$0.00
STONES		\$0.00
FILL		\$0.00
EXEMPT EARTH TYPE		
SAND		\$0.00
GRAVEL		\$0.00
 TOTALS	 36,918	 738.36

SELECTMEN'S SIGNATURES:                    \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

April 20, 2021

\_\_\_\_\_

\_\_\_\_\_

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**PLEASE SEND THIS PORTION WITH PAYMENT**

**TAX COLLECTOR'S EXCAVATION TAX BILLING**

NAME OF OWNER(S):    Construction Aggregates, Inc.  
ADDRESS OF OWNER:    PO Box 870, Henniker, NH 03242

MAP 1            LOT 587-A  
ACCT # 02-1056

**TOTAL AMOUNT OF TAXES DUE:**                    738.36  
INTEREST AT 18% AFTER:                    \_\_\_\_\_

**MAKE CHECKS PAYABLE TO: TOWN OF HENNIKER  
REMIT TO: TAX COLLECTOR 18 DEPOT HILL ROAD HENNIKER NH 03242  
OFFICE HOURS: Mon - Wed 8:00 - 4:30; Fri 8:00 - 4:30**



REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

OPERATION # 20-213-06 - E

For Tax Year : April 1, 2020 to March 31, 2021

Mailing Address:

MICHIE CORPORATION  
ALAN MICHIE

PO BOX 870  
HENNIKER

NH 03242-

Received by  
TOWN OF HENNIKER

APR 08 2021

SELECTMEN'S OFFICE

- 1. Town/City of: HENNIKER, NH
- 2. Tax Map/Lot # or Road Project Name or #:  
1-587A
- 3. Total permitted area under RSA 155-E (acres): 110.6
- 4. Excavation area as of April 1 : \_\_\_\_\_
- 5. Reclaimed area as of April 1 : Ø
- 6. Remaining cubic yards of earth to excavate:  
\_\_\_\_\_

8. EXEMPT EARTH

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

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

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	9005.71
SAND	27912.19
LOAM	Ø
STONE PRODUCTS	
OTHER:	
TOTAL	36917.90

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

Michie Corporation  
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

[Signature] 4.7.21  
SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE

PRINT OWNER(S) NAME CLEARLY

SIGNATURE (IN INK) OF OWNER(S) DATE

PO Box 870  
MAILING ADDRESS

Henniker NH 03242  
CITY / TOWN STATE ZIP CODE

PHONE #: 603 428 3218 CELL #:

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

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



REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

OPERATION # 20-213-07 - E

For Tax Year : April 1, 2020 to March 31, 2021

Mailing Address:

THOMAS PATENAUDE

PO BOX 2040  
HENNIKER

NH 03242-

Received by  
TOWN OF HENNIKER

APR 15 2021

SELECTMEN'S OFFICE

1. Town/City of: HENNIKER, NH

2. Tax Map/Lot # or Road Project Name or #:  
44-99 ~~LOT 105X~~

3. Total permitted area under RSA 155-E (acres): 12

4. Excavation area as of April 1 : 3

5. Reclaimed area as of April 1 : 1

6. Remaining cubic yards of earth to excavate:  
290726

8. EXEMPT EARTH

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

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

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	22842
SAND	
LOAM	921
STONE PRODUCTS	69647
OTHER:	
TOTAL	93410

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

mink Hills Land LLC  
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

Thomas Patenaude  
SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE

Thomas Patenaude  
PRINT OWNER(S) NAME CLEARLY

SIGNATURE (IN INK) OF OWNER(S) DATE

PO Box 2040  
MAILING ADDRESS

Henniker NH 03242  
CITY / TOWN STATE ZIP CODE

PHONE 6034287756 CELL #:

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

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



REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

OPERATION # 20-213-08 - E

For Tax Year : April 1, 2020 to March 31, 2021

Mailing Address:

THOMAS PATENAUDE

PO BOX 2040  
HENNIKER

NH 03242-

Received by  
TOWN OF HENNIKER

APR 15 2021

SELECTMEN'S OFFICE

1. Town/City of: HENNIKER, NH

2. Tax Map/Lot # or Road Project Name or #:  
1-539-C

3. Total permitted area under RSA 155-E (acres): 40

4. Excavation area as of April 1 : 5

5. Reclaimed area as of April 1 : 10

6. Remaining cubic yards of earth to excavate:  
307163

8. EXEMPT EARTH

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

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

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	
SAND	17,045
LOAM	
STONE PRODUCTS	
OTHER:	
TOTAL	17,045

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

Patenaude Properties  
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

Thomas Patenaude  
SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE DATE

Thomas Patenaude  
PRINT OWNER(S) NAME CLEARLY

SIGNATURE (IN INK) OF OWNER(S) DATE

PO Box 2040  
MAILING ADDRESS

Henniker NH 03242  
CITY / TOWN STATE ZIP CODE

6034287756 CELL #

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

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



REPORT OF EXCAVATED MATERIAL

RSA 72-B:9

See instructions on back of form

OPERATION # 20-213-09 - E

For Tax Year : April 1, 2020 to March 31, 2021

Mailing Address:

THOMAS PATENAUDE

PO BOX 2040  
HENNIKER

NH 03242-

Received by  
TOWN OF HENNIKER

APR 15 2021

SELECTMEN'S OFFICE

1. Town/City of: HENNIKER, NH

2. Tax Map/Lot # or Road Project Name or #:  
103X

3. Total permitted area under RSA 155-E (acres): 117

4. Excavation area as of April 1 : 20

5. Reclaimed area as of April 1 : 97

6. Remaining cubic yards of earth to excavate:  
244214

8. EXEMPT EARTH

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

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

EXEMPT EARTH TYPE	CUBIC YARDS EXCAVATED

7. DESCRIPTION OF EARTH EXCAVATED DURING TAX YEAR

EARTH TYPE	EXACT CUBIC YARDS EXCAVATED
GRAVEL	17,374
SAND	
LOAM	216
STONE PRODUCTS	43,812
OTHER:	
TOTAL	61,402

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

Patenaude Properties  
PRINT OWNER(S) NAME OR CORPORATION CLEARLY

Thomas Patenaude  
SIGNATURE (IN INK) OF OWNER(S) OR CORPORATE OFFICER & TITLE      DATE

Thomas Patenaude  
PRINT OWNER(S) NAME CLEARLY

SIGNATURE (IN INK) OF OWNER(S)      DATE

PO Box 2040  
MAILING ADDRESS

Henniker      NH 03242  
CITY / TOWN      STATE      ZIP CODE

PHONE #: 6034287756      CELL #:

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

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

# INTENT TO EXCAVATE CHECKLIST

Date received 4/1/2021 Office ID# \_\_\_\_\_  
 Owner's name Northern Sand & Gravel LLC Lot # 1-603-X1  
 Route to: Planning Board/Consultant approval Date 4-1-21  
 Items 1 - 16 Complete ✓

**Missing items:**

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

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

Driveway permit needed Yes No Initialed \_\_\_\_\_

Notes/ Comments bond needed prior to start of work  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**NOTICE OF INTENT TO EXCAVATE**

RSA 72-B

Received by  
TOWN OF HENNIKER

(Assigned by Municipality)

For Tax Year April 1, 21 to March 31, 22

YR TOWN OP#

						E
--	--	--	--	--	--	---

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

- Town/City of: Henniker NH
- Tax Map/Block/Lot #: 1-603-X1
- Name of Access Road: Old Concord Rd/Cousineau Ind. Rd
- Total Acreage of Lot: 37 Acres
- Date of Permit per RSA 155-E:2: 2015  
or (Municipal Excavation Permit)
- Date of Report, if required, per RSA 155-E:2, I (d):
- Permit Number per RSA 485-A:17, if any: AOT-1554  
(Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 26 Acres.
- Excavation Area (acres) as of April 1: 2 ACRES.
- Reclaimed Area (acres) as of April 1:
- Remaining Cubic Yards of Earth to Excavate:
- 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

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.)

Northern Sand + Gravel LLC  
PRINT CLEARLY OR TYPE NAME OF OWNER  
Chris Bolton 04-01-21  
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED  
Chris Bolton, Manager  
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)

1225 River Rd  
MAILING ADDRESS  
Wear NH 03281  
CITY OR TOWN STATE ZIPCODE  
cjboltone@gsinet.net  
E-MAIL ADDRESS  
603-529-7760 603-345-2720  
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 04-01-21  
E-MAIL REPORT & CERTIFICATE? YES  NO   
If NO, Report and Certificate will be mailed to the address above.

14. DESCRIPTION OF EARTH TO BE EXCAVATED DURING TAX YEAR

EARTH TYPE	ESTIMATED CUBIC YARDS (CY)
GRAVEL	<u>50,000</u>
SAND	<u>50,000</u>
LOAM	
STONE PRODUCTS	<u>10,000</u>
OTHER ( <u>Fill</u> )	<u>10,000</u>
TOTAL	<u>120,000</u>

**\*\*Assessing Officials reserve the right to rescind the signatures for non-compliance with RSA 155:E.**

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: Northern Sand + Gravel LLC

MAP/LOT 1-603-X1

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

# INTENT TO EXCAVATE CHECKLIST

Date received 4/6/2021

Office ID# \_\_\_\_\_

Owner's name Mink Hills Land LLC

Lot # 1-44 (99)

Route to:  Planning Board/Consultant approval *ok per Mark Alu*

Items 1 - 16 Complete

Date 4/14/2021

Missing items:

- 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:2(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

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

Driveway permit needed                      Yes                       No                      Initialed \_\_\_\_\_

Notes/  
Comments

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For Tax Year April 1, 21 to March 31, 22

(Assigned by Municipality)

YR TOWN OP#

									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 #: 44(99)
- Name of Access Road: Rte 114 & Lot 103X
- Total Acreage of Lot: 25
- Date of Permit per RSA 155-E:2: 9/1/2011  
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: AOT-0242A  
(Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): Phase A; 3 acres
- Excavation Area (acres) as of April 1: 4
- Reclaimed Area (acres) as of April 1: 1
- Remaining Cubic Yards of Earth to Excavate: 325,000
- 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>30,000</u>
SAND	
LOAM	<u>1,000</u>
STONE PRODUCTS	<u>85,000</u>
OTHER ( )	
TOTAL	<u>116,000</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.)

Mink Hills Land LLC  
PRINT CLEARLY OR TYPE NAME OF OWNER  
Thomas Patenaude 4/6/21  
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED  
Thomas Patenaude Pres  
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)

<u>PO BOX 2040</u>	
MAILING ADDRESS	
<u>Henniker</u>	<u>NH</u> <u>03242</u>
CITY OR TOWN	STATE ZIP CODE
<u>crushedstone@tds.net</u>	
E-MAIL ADDRESS	
<u>6034287756</u>	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 4/6/2021  
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.) \$	
<b>SIGNATURES OF MUNICIPAL ASSESSING OFFICIALS &amp; DATE</b>	
The Municipal Assessing Officials hereby acknowledge receipt of the Notice of Intent to Excavate and certify that:	
<ol style="list-style-type: none"> <li>All owners of record have signed the Intent;</li> <li>If the land is in Current Use, the land use change tax shall be assessed on the non-qualifying land;</li> <li>The form is complete; and</li> <li>Any bond required under RSA 72-B:5 has been received.</li> <li>The Tax Collector shall be notified within 30 days of signing the Intent pursuant to RSA 72-B:8</li> </ol>	
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: Mink Hills Land LLC

MAP/LOT 1-44 (99)

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

# INTENT TO EXCAVATE CHECKLIST

Date received 4/6/2021 Office ID# \_\_\_\_\_  
 Owner's name Pateraud Properties Inc Lot # 1-539-C  
 Route to:  Planning Board/Consultant approval *ok per Mark Allen* Date 4/14/2021  
 Items 1 - 16 Complete

**Missing items:**

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

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

**Driveway permit needed** Yes  No **Initialed** \_\_\_\_\_

**Notes/Comments**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



For Tax Year April 1, 21 to March 31, 22

(Assigned by Municipality)

YR TOWN OP#  
[ ] - [ ] - [ ] - [ E ]

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

- 1. Town/City of: Henniker
- 2. Tax Map/Block/Lot #: 1-539-C
- 3. Name of Access Road: Rte 114 S / Weare Rd
- 4. Total Acreage of Lot: 40
- 5. Date of Permit per RSA 155-E:2: grandfathered 1972  
or (Municipal Excavation Permit)
- 6. Date of Report, if required, per RSA 155-E:2, 1 (d):
- 7. Permit Number per RSA 485-A:17, if any: grandfathered 1972  
(Alteration of Terrain Permit)
- 8. Incidental Construction/155-E:2-a Exception: Check if YES
- 9. Total Permitted Area (acres): 40
- 10. Excavation Area (acres) as of April 1: 5
- 11. Reclaimed Area (acres) as of April 1: 15
- 12. Remaining Cubic Yards of Earth to Excavate: 300,000
- 13. 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	<u>30,000</u>
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	<u>30,000</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.)

Patenaude Properties  
PRINT CLEARLY OR TYPE NAME OF OWNER  
Thomas Patenaude 4/6/21  
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED  
Thomas Patenaude Pres  
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)

PO Box 2040  
MAILING ADDRESS  
Henniker NH 03242  
CITY OR TOWN STATE ZIPCODE  
Crushedstone@tds.net  
E-MAIL ADDRESS  
6034287756   
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 4/6/2021  
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: Paternal de Properties

MAP/LOT 1-539-C

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO



# INTENT TO EXCAVATE CHECKLIST

Date received 4/6/2021 Office ID# \_\_\_\_\_  
 Owner's name Patenande Properties ok Lot # 2-103-X  
 Route to:  Planning Board/Consultant approval *ok per Mark Kiv* Date 4/14/2021  
 Items 1 - 16 Complete

**Missing items:**

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

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

Driveway permit needed      Yes       No      Initialed \_\_\_\_\_

**Notes/**  
**Comments**

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

Received by  
TOWN OF HENNIKER

APR 05 2021

(Assigned by Municipality)

For Tax Year April 1, 21 to March 31, 22

YR TOWN OP#

								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 #: 103X
- Name of Access Road: Rte 114 & Rush Rd
- Total Acreage of Lot: 117
- Date of Permit per RSA 155-E:2: grandfathered 1972  
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: grandfathered 1972  
(Alteration of Terrain Permit)
- Incidental Construction/155-E:2-a Exception: Check if YES
- Total Permitted Area (acres): 117
- Excavation Area (acres) as of April 1: 20
- Reclaimed Area (acres) as of April 1: 97
- Remaining Cubic Yards of Earth to Excavate: 275,000
- 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	25,000
SAND	
LOAM	2,000
STONE PRODUCTS	50,000
OTHER ( )	
TOTAL	77,000

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.)

Patenaude Properties  
PRINT CLEARLY OR TYPE NAME OF OWNER  
Thomas Patenaude 4/6/21  
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) DATE SIGNED  
Thomas Patenaude Pres  
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)

PO Box 2040  
MAILING ADDRESS  
Henniker NH 03242  
CITY OR TOWN STATE ZIPCODE  
crushedstone@tds.net  
E-MAIL ADDRESS  
6034287756 CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 4/6/2021  
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: Patenau de Properties

MAP/LOT 2-103-X

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO



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

Received by  
TOWN OF HENNIKER

APR 01 2021

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

(Assigned by Municipality)

YR TOWN OP#

							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 #: M1141549/F3
- Name of Access Road: Old Concord Rd
- Total Acreage of Lot: 7
- 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): \_\_\_\_\_
- Excavation Area (acres) as of April 1: 5
- Reclaimed Area (acres) as of April 1: 0
- Remaining Cubic Yards of Earth to Excavate: \_\_\_\_\_
- 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	800
SAND	200
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	1000

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) carry over
- 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.)

White Mtn Procast LLC  
PRINT CLEARLY OR TYPE NAME OF OWNER

[Signature] 4.6.21  
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)

<u>PO Box 870</u>	
MAILING ADDRESS	
<u>Henniker</u>	<u>NH</u> <u>03242</u>
CITY OR TOWN	STATE ZIPCODE
E-MAIL ADDRESS	
<u>6034283218</u>	
HOME PHONE (Enter number without dashes)	CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 4.7.21

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: White Mountain Precast, LLC

MAP/LOT 1-549-F3

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO



# INTENT TO EXCAVATE CHECKLIST

Date received 4/8/2021 Office ID# \_\_\_\_\_

Owner's name Construction Aggregates Inc Lot # 1-587-A

Route to:  6% Henniker Redi-Mix Planning Board/Consultant approval ok Date 4/14/2021  
per Mark  
RLW

Items 1 - 16 Complete

Missing Items:

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

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

Received by  
TOWN OF HENNIKER

APR 02 2021

(Assigned by Municipality)

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

YR - TOWN - OP# - **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 #: M11 L587A
- Name of Access Road: Rte 114
- Total Acreage of Lot: 110.6 +/- acres
- 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): 110.6 +/- acres
- Excavation Area (acres) as of April 1: 85 +/-
- Reclaimed Area (acres) as of April 1: 4.5 acres
- Remaining Cubic Yards of Earth to Excavate: \_\_\_\_\_

- 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>35000</u>
SAND	<u>40000</u>
LOAM	
STONE PRODUCTS	
OTHER ( )	
TOTAL	<u>75000</u>

- CHECK THE BOX THAT DESCRIBES THIS INTENT
  - ORIGINAL WITH \$100 FEE (check payable to State of New Hampshire) **SELECTMEN'S OFFICE**
  - 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.)

Michie Corporation  
PRINT CLEARLY OR TYPE NAME OF OWNER

SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S) \_\_\_\_\_ DATE SIGNED 4.6.21

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)

PO Box 870  
MAILING ADDRESS

Henniker NH 03242  
CITY OR TOWN STATE ZIPCODE

\_\_\_\_\_ E-MAIL ADDRESS

603 428 3218 \_\_\_\_\_  
HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

DATE INTENT SENT TO TOWN: 4.7.21

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 \_\_\_\_\_

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: Construction Aggregates Inc.  
40 Henriker Redi-Mix

MAP/LOT 1-587-A

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

# INTENT TO EXCAVATE CHECKLIST

Date received 4/15/2021 Office ID# \_\_\_\_\_  
 Owner's name Suzanne D. Dobbins Rev. Fam. Trst. Lot # 1-678  
 Route to: Planning Board/Consultant approval ok Date 4/15/2021  
 Items 1 - 16 Complete ✓ *per state rev*

**Missing items:**

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

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

Driveway permit needed      Yes       No      Initialed \_\_\_\_\_

**Notes/**  
**Comments**

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APR 15 2021

(Assigned by Municipality)

For Tax Year April 1, 21 to March 31, 22

YR TOWN OP# E

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

- 1. Town/City of: Henniker
2. Tax Map/Block/Lot #: 678
3. Name of Access Road: Colby Crossing
4. Total Acreage of Lot: 22.4
5. Date of Permit per RSA 155-E:2: N/A
6. Date of Report, if required, per RSA 155-E:2, 1 (d):
7. Permit Number per RSA 485-A:17, if any:
8. Incidental Construction/155-E:2-a Exception: Check if YES
9. Total Permitted Area (acres): 9.4
10. Excavation Area (acres) as of April 1: 0.5
11. Reclaimed Area (acres) as of April 1: 0
12. Remaining Cubic Yards of Earth to Excavate: 200,000
13. 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

Table with 2 columns: EARTH TYPE, ESTIMATED CUBIC YARDS (CY). Rows include GRAVEL, SAND, LOAM, STONE PRODUCTS, OTHER, and TOTAL.

15. CHECK THE BOX THAT DESCRIBES THIS INTENT

- ORIGINAL WITH \$100 FEE
ORIGINAL WITH NO FEE
SUPPLEMENTAL WITH \$100 FEE
SUPPLEMENTAL WITH NO FEE

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.

Suzanne Robbins Probable Trust
PRINT CLEARLY OR TYPE NAME OF OWNER
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)
DATE SIGNED 4/14/21
CALLED ROBBINS, TRUSTEE
PRINT SIGNATORY NAME (AND TITLE IF APPLICABLE)
SIGNATURE (in ink) OF OWNER(S) OR OFFICER(S)
DATE SIGNED

Mailing address form: PO Box 802, Henniker, NH 03242, E-mail address, Home phone 603 428 7195, Cell phone.

DATE INTENT SENT TO TOWN: 4/14/21
E-MAIL REPORT & CERTIFICATE? YES NO

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

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: Suzanne D Dobbins Rev. Fam Trst.

MAP/LOT 1-678

ARE ALL TAXES PAID ON THE ABOVE LISTED PROPERTY?

YES

NO

# INTENT TO CUT CHECKLIST

Date received 4/16/2021 Office ID# \_\_\_\_\_  
 Owner's name Mink Hills Land LLC Lot # 1-44/43/14/70

Route to: Highway Superintendent Conservation Commission

Items 1 - 10 Complete / Map information complete Not provided

Missing items:

Missing items:

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

Taxes current	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Security bond required	Yes	<input checked="" type="radio"/> No	\$ Amount _____
Date paid _____	Date returned _____		
Driveway permit needed	Yes	<input checked="" type="radio"/> No	Initialed _____
Road bond required	Yes	<input type="radio"/> No	\$ Amount _____
Date paid _____	Date returned _____		
Permission to Haul Form	Yes	<input checked="" type="radio"/> No	Date received _____
Wetlands permit required	Yes	<input type="radio"/> No	Date received _____

Notes/ Comments Contiguous lots. Using existing driveway onto Rte 149.

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APR 15 2021

SELECTMEN'S OFFICE

FORM  
PA-7

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

(Assigned by Municipality)

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

For Tax Year April 1, 21 to March 31, 22

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

- 1. Town/City of: HENNIKER
- 2. Tax Map/Block/Lot or USFS Sale Name & Unit No.  
1/144/1, 1/143/1, 1/114/1, & 1/170/1
- 3. Intent Type: Original  Supplemental  (Original Intent Number)
- 4. Name of Access Road: RT 114- EXISTING DRIVEWAY
- 5a. Acreage of Lot: 438.50 Acreage of Cut: 100
- 5b. Anticipated Start Date: Spring 2021

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

**REPORT OF CUT / CERTIFICATE TO BE SENT TO:**

OWNER  OR LOGGER / FORESTER

BY MAIL  OR E-MAIL

7. I/We hereby accept responsibility for reporting all timber cut within 60 days after the completion of the operation or by May 15, whichever comes first. I/We also assume responsibility for any yield tax which may be assessed. (If a corporation, an officer must sign.)

Attach a signature page for additional owners.

*Thomas Patenaude* 4-14-21  
SIGNATURE (in ink) OF OWNER(S) OR CORPORATE OFFICER(S) DATE SIGNED

THOMAS PATENAUDE  
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

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

MINK HILLS LAND LLC  
PRINT CLEARLY OR TYPE NAME OF OWNER(S) OR CORPORATE OFFICER(S)

PO BOX 48  
MAILING ADDRESS

HENNIKER NH 03242  
CITY OR TOWN STATE ZIPCODE

603-428-7756  
E-MAIL ADDRESS HOME PHONE (Enter number without dashes) CELL PHONE (Enter number without dashes)

FOR MUNICIPAL ASSESSING OFFICIALS ONLY

The Selectmen/Municipal Assessing Officials hereby certify that:  
1. All owners of record have signed the Intent;  
2. The land is not under the Current Use Unproductive category;  
3. The form is complete and accurate; and

- 4. Any timber tax bond required has been received.  
\$ \_\_\_\_\_ Date: \_\_\_\_\_
- 5. The tax collector will be notified within 30 days of receipt pursuant to RSA 79:10.
- 6. This form to be forwarded to DRA within 30 days.

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

8. Description of Wood or Timber To Be Cut

Species	Estimated Amount To Be Cut	
White Pine	80	MBF
Hemlock	20	MBF
Red Pine		MBF
Spruce & Fir		MBF
Hard Maple	1	MBF
White Birch	.5	MBF
Yellow Birch	4	MBF
Oak	50	MBF
Ash		MBF
Soft Maple	2	MBF
Beech/Pallet/Tie & Mat Logs/ Pine Box	20	MBF
Other (Specify)		MBF
<b>Pulpwood</b>	<b>Tons</b>	
Spruce & Fir		
Hardwood & Aspen	360	
Pine		
Hemlock	30	
Biomass Chips	2400	
<b>Miscellaneous</b>		
High Grade Spruce/Fir		Tons
Cordwood & Fuelwood	100	Cords

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

Species	Amount:
---------	---------

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

*Roland Lemire Jr.* 4/13/21  
SIGNATURE (in ink) OF PERSON RESPONSIBLE FOR CUT DATE

ROLAND LEMIRE JR., R. LEMIRE & SONS  
PRINT CLEARLY OR TYPE NAME OF PERSON RESPONSIBLE FOR CUT

237 ELM AVE  
MAILING ADDRESS

ANTRIM NH 03440  
CITY OR TOWN STATE ZIPCODE

(603) 588-3718 rlsons@tds.net  
PHONE NUMBER E-MAIL ADDRESS

MEMO FOR INTENTS TO CUT

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

RE: Mink Hills Land LLC

MAP/LOT: 1-44/43/14/70

ARE ALL TAXES PAID ON THIS PROPERTY?

YES

NO



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

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

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 4/14/2021  
**TITLE:** 2021 Farmers Market Season  
**INITIATED BY:** Monica Rico  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Monica Rico

### AGENDA DESCRIPTION:

Monica Rico has requested to appear before the board to discuss the 2021 Farmers Market Season. Monica is requesting the Farmers Market season begins on May 20<sup>th</sup>. She is also seeking permission for a vender to sell wine on Town property. There would be no sampling, just the sales. If the Board is okay with this, you will need to authorize the Town Administrator to sign a form for the liquor commission. Finally, the Farmers Market would like to close the driveway between the bandstand and 65 Main Street.

**Legal Authority:** N/A

**Financial Details:** N/A

### Town Administrator Comment:

The Farmers Market did a great job last year navigating the restrictions put in place. I see no issues with them opening on 5/20/2021 and closing the access driveway. . I also see no issues with a vendor selling unopened bottles of wine.

### Suggested Action/Recommendation:

*Suggested Motion:*

*Motion: The Henniker Board of Selectmen authorize the rental of Community Bandstand to the Henniker Farmers Market, we further allow them to close the driveway in between the Band Stand and 65 Main Street during the operation of the market. We also authorize the Town Administrator to sign all necessary paperwork as required by the NH Liquor Commission.*





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## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 4/14/2021  
**TITLE:** Memorial Day Parade  
**INITIATED BY:** Jim Morse, Fire Chief  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Jim Morse, Fire Chief [Click or tap here to enter text.](#)

**AGENDA DESCRIPTION:**

Chief Morse is coming before the Board to discuss the Memorial Day Parade and events.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

In speaking with the Chief, he feels we can accomplish our Memorial Day Parade this year. I agree with the Chief and feel we should do our best to accommodate the planned activity.

**Suggested Action/Recommendation:**

*Suggested Motion:*

*Motion to approve the Memorial Day Parade on Monday, May 31, 2021.*



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Fax: (603) 428-4366

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## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 4/14/2021  
**TITLE:** 2021 Paving RFP  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

### AGENDA DESCRIPTION:

Superintendent Aucoin appears before the Board of Selectmen to discuss awarding the 2021 paving RFP.

With the conclusion of the Town Meeting, the Highway Department is looking to move forward with the reclaiming and paving of Henniker roads. The following streets are scheduled to be worked on this year in the bid package:

- Bennett Road
- Elm Street
- Depot Hill Road
- Circle Street
- Old Hillsboro Road (approximately 5700 feet)

The Town of Henniker received 5 bids for the job:

• Busby Construction	\$629,751.45
• R&D Paving	\$656,632.10
• GMI	\$677,402.00
• Advanced Excavating & Paving	\$706,509.00
• United Construction	\$754,678.25

The Highway Superintendent is recommending the paving bid be awarded to Busby Construction for the bid price above

**Legal Authority:** N/A

**Financial Details:** \$629,751.45

**Town Administrator Comment:**

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

*Motion to award the bid for the 2021 paving projects to Busby Construction for the sum of \$629,751.45 and authorize the Town Administrator to sign all necessary paperwork.*



# Busby Construction Co., Inc.

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

## PROPOSAL

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

**Date:** April 1, 2021  
**Job Name:** Paving 2021  
**Job Location:** Circle St  
**Contact Person:** Leo Aucoin

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

- 1: Reclaim grade compact with water APPROX: 1159 X 20 = 2575 S.Y @ \$1.75 S.Y  
(Windrow excess for the Town to remove)
- 2: 2.5" binder 367 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 220 tons @ \$68.75 per ton
- 4: 2 Flaggers 3 days = 48 hours @ \$34
- 5 Lower and raise iron in road L/S \$ 2800.00

**\$47,276.50**

Price based on:  
1 Mobilizations

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

**Terms: Net 30 Days, No Retain age**

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

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

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

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

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

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

**Busby Construction Co., Inc.**

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

Authorized Signature: HAROLD B LAJOE

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

Title: RECLAMATION MANAGER

## CONDITIONS OF SALE

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



# Busby Construction Co., Inc.

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

## PROPOSAL

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

**Date:** April 1, 2021  
**Job Name:** Paving 2021  
**Job Location:** Depot Hill Road  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Depot Hill Road

- 1: Reclaim grade compact with water APPROX: 4093 X 20 = 9,096 S.Y @ \$1.75 S.Y  
(Windrow excess for the Town to remove)
- 2: 2.5" binder 1,296 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 778 tons @ \$68.75 per ton
- 4: 2 Flagger 6 days = 96 hours @ \$34
- 5 Lower and raise iron in road L/S \$ 5,750.00

**\$160,391.50**

Price based on:  
1 Mobilizations

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

Terms: **Net 30 Days, No Retain age**

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

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

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

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

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

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

**Busby Construction Co., Inc.**

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

Authorized Signature: HAROLD B LAJOE

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

Title: RECLAMATION MANAGER

## CONDITIONS OF SALE

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



# Busby Construction Co., Inc.

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

## PROPOSAL

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

**Date:** April 1, 2021  
**Job Name:** Paving 2021  
**Job Location:** Old Hillsboro Road  
**Contact Person:** Leo Aucoin

We hereby submit specifications and estimates for the following scope of work: On Old Hillsboro Road

- 1: Reclaim grade compact with water APPROX: 5700 X 20 = 12,667 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 1,805 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 1,083 tons @ \$68.75 per ton
- 4: 2 flagers for 5 days =80 hours @ \$34 per hour

**\$209,709.65**

Price based on:  
1 Mobilizations

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

**Terms: Net 30 Days, No Retain age**

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

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

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

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

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

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

**Busby Construction Co., Inc.**

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

Authorized Signature: HAROLD B LAJOE

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

Title: RECLAMATION MANAGER



## CONDITIONS OF SALE

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



# Busby Construction Co., Inc.

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

## PROPOSAL

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

**Date:** April 1, 2021  
**Job Name:** Paving 2021  
**Job Location:** Bennett Road  
**Contact Person:** Leo Aucoin

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

- 1: Reclaim grade compact with water APPROX: 3426 X 20 = 7613 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 1,085 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 651 tons @ \$68.75 per ton
- 4: 2 flaggers for 4 days = 64 hours @ \$34 per hour

**\$126,597.35**

Price based on:  
1 Mobilizations

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

**Terms: Net 30 Days, No Retain age**

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

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

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

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

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

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

**Busby Construction Co., Inc.**

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

Authorized Signature: HAROLD B LAJOE

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

Title: RECLAMATION MANAGER

## CONDITIONS OF SALE

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



# Busby Construction Co., Inc.

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

## PROPOSAL

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

**Date:** April 1, 2021  
**Job Name:** Paving 2021  
**Job Location:** Elm St  
**Contact Person:** Leo Aucoin

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

- 1: Reclaim grade compact with water APPROX: 2318 X 20 = 5151 S.Y @ \$1.45 S.Y
- 2: 2.5" binder 734 tons @ \$63.25 per ton
- 3: 1.5" of wear coat 440 tons @ \$68.75 per ton
- 4: 2 flaggers for 3 days = 48 hours @ \$34 per hour

**\$85,776.45**

Price based on:  
1 Mobilizations

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

**Terms: Net 30 Days, No Retain age**

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

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

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

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

Lowbed Rental (portal to portal)	\$ <u>150.00</u> per hour	Dump Truck Rental	\$ <u>85.00</u> per hour
Grader Rental (as needed)	\$ <u>210.00</u> per hour	Loader / Backhoe Rental	\$ <u>110.00</u> per hour
Vibratory Roller Rental	\$ <u>85.00</u> per hour	Handwork Grading	\$ _____ per s.y.
Water Truck Rental	\$ <u>100.00</u> per hour	Structure Adjustment	\$ <u>800.00</u> per each
Excavator Rental	\$ <u>175.00</u> per hour	Saw cutting	\$ <u>5.00</u> per l.f.

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

**Busby Construction Co., Inc.**

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

Authorized Signature: HAROLD B LAJOE

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

Title: RECLAMATION MANAGER

## CONDITIONS OF SALE

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



PO Box 175 563 S. Main St  
03235



VISIT OUR WEBSITE RDPAVINGINC.COM

# SALES QUOTE/CONTRACT

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

CONTRACT NUMBER 02/22/1798  
CONTRACT DATE: Apr 5, 2021

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

<b>Job Description:</b>
2021 Road Paving Project Henniker, NH

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

Quantity	Item	Description	Unit Price	Amount
.	.	The following totals as requested per the road agent for potential added work. Our understanding is these numbers are not part of the bid and will not be used to determine outcome of bid.	.	.
44.00	Tons	SIDEWALKS- Approx 700' X 5' Sidewalk	145.00	Per Ton
500.00	Tons	SHIM & OVERLAY- 500 Ton minimum shift 1/2"	84.50	Per Ton
500.00	Tons	SHIM & OVERLAY- 500 Tons minimum shift 3/8"	86.50	Per Ton
1,000.00	Tons	SHIM & OVERLAY- 1000 Ton minimum shift 1/2"	73.75	Per Ton
1,000.00	Tons	SHIM & OVERLAY- 1000 Ton minimum shift 3/8"	75.25	Per Ton

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

**\*\*Traffic Control & sweeping by others unless specified otherwise.\*\***

**\*\*Additional Mobizations over the amount on the Contract will be subject to additional Charges \*\***

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

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

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

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

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



PO Box 175 563 S. Main St  
03235



VISIT OUR WEBSITE RDPAVINGINC.COM

# SALES QUOTE/CONTRACT

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

CONTRACT NUMBER 02/22/1798  
CONTRACT DATE: Apr 5, 2021

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

<b>Job Description:</b>
2021 Road Paving Project Henniker, NH

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

Quantity	Item	Description	Unit Price	Amount
7,615.00	Sq. Yds.	BENNETT RD- Approx 3,426' X 20'- Approx 7,615 SY RECLAIM, FINE GRADE & COMPACT- Approx 7,615 SY DRIVES- 7 Gravel & 1 Paved STRUCTURES- No Structures	1.38	Per Sq. Yds.
1,080.00	Tons	PAVE BINDER- Approx 7,615 SY @ 2.5", 3/4" Binder TACK- Approx 153 Gallons @ .02 Gal/ SY- Included in pricing	65.42	Per Ton
650.00	Tons	PAVE TOP- Approx 7,615 SY @ 1.5", 1/2" Top TOTAL ESTIMATED COST \$129,229.80	73.95	Per Ton
5,152.00	Sq. Yds.	ELM ST- Approx 2,318' X 20'- Approx 5,152 SY RECLAIM, FINE GRADE & COMPACT- Approx 5,152 SY DRIVES- 7 Gravel & 7 Paved STRUCTURES- No Structures	1.38	Per Sq. Yds.
731.00	Tons	PAVE BINDER- Approx 5,152 SY @ 2.5", 3/4" Binder TACK- Approx 103 Gallons @ .02 Gal/ SY- Included in pricing	65.42	Per Ton
440.00	Tons	PAVE TOP- Approx 5,152 SY @ 1.5", 1/2" Top TOTAL ESTIMATED COST \$87,469.78	73.95	Per Ton
		DEPOT HILL RD- Approx 4,093' X 20' - Approx 9,100 SY		

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

**\*\*Traffic Control & sweeping by others unless specified otherwise.\*\***

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

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

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

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

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





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03235



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# SALES QUOTE/CONTRACT

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

CONTRACT NUMBER 02/22/1798  
CONTRACT DATE: Apr 5, 2021

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

<b>Job Description:</b>
2021 Road Paving Project Henniker, NH

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

Quantity	Item	Description	Unit Price	Amount
9,100.00	Sq. Yds.	RECLAIM, FINE GRADE & COMPACT- Approx 9,100 SY DRIVES- 11 Gravel & 10 Paved	1.38	Per Sq. Yds.
7.00	Misc.	STRUCTURES- 7 SMH	625.00	Each
1,290.00	Tons	PAVE BINDER- Approx 9,100 SY @ 2.5", 3/4" Binder TACK- Approx 182 Gallons @ .02 Gal/SY- Included in pricing	65.42	Per Ton
775.00	Tons	PAVE TOP- Approx 9,100 SY @ 1.5" - 1/2" Top TOTAL ESTIMATED COST \$158,636.05	73.95	Per Ton
2,576.00	Sq. Yds.	CIRCLE ST- Approx 1,159' X 20' - Approx 2,576 SY RECLAIM, FINE GRADE & COMPACT- Approx 2,576 SY DRIVES- 5 Paved	1.38	Per Sq. Yds.
2.00	Misc.	STRUCTURES- 2 CB	625.00	Each
366.00	Tons	PAVE BINDER- Approx 2,576 SY @ 2.5", 3/4" Binder TACK- Approx 52 Gallons @ .02 Gal/ SY- Included in price	65.42	Per Ton
220.00	Tons	PAVE TOP- Approx 2,576 SY @ 1.5", 1/2" Top TOTAL ESTIMATED COST \$45,017.60	73.95	Per Ton
13,935.00	Sq. Yds.	OLD HILLSBORO RD- Approx 5,700' X 22'- Approx 13,935 SY RECLAIM, FINE GRADE & COMPACT- Approx 13,935 SY	1.38	Per Sq. Yds.

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

**\*\*Traffic Control & sweeping by others unless specified otherwise.\*\***

**\*\*Additional Mobizations over the amount on the Contract will be subject to additional Charges \*\***

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

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

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

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

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





PO Box 175 563 S. Main St  
03235



VISIT OUR WEBSITE RDPAVINGINC.COM

# SALES QUOTE/CONTRACT

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

CONTRACT NUMBER 02/22/1798  
CONTRACT DATE: Apr 5, 2021

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

**Job Description:**  
2021 Road Paving Project  
Henniker, NH

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

Quantity	Item	Description	Unit Price	Amount
1,976.00	Tons	DRIVES- 26 Gravel, 9 Paved STRUCTURES- No Structures PAVE BINDER- Approx 13,935 SY @ 2.5", 3/4" Binder TACK- Approx 278 Gallons @ .02 Gal/ SY- Included in pricing	65.42	Per Ton
1,187.00	Tons	PAVE TOP- Approx 13,935 SY @ 1.5", 1/2" Top TOTAL ESTIMATED COST \$236,278.87	73.95	Per Ton
.	.	PROJECT TOTALS: RECLAIM, FINE GRADE & COMPACT- Approx 38,378 SY DRIVES- 51 Gravel, 32 Paved STRUCTURES- 2 CB & 7 SMH- Additional adjustment > 6" \$300/ VF PAVE BINDER- Approx 5,443 Tons 3/4" Binder TACK- Approx 768 Gallons @ .02 Gals/ SY TOTAL ESTIMATED PROJECT COST\$ 656,632.10	.	.
.	.		.	.
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.	.		.	.

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

**\*\*Traffic Control & sweeping by others unless specified otherwise.\*\***

**\*\*Additional Mobizations over the amount on the Contract will be subject to additional Charges \*\***

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/04/2021

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

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

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

COVERAGES CERTIFICATE NUMBER: CL213149365 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA5345088-13	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Crisis Event \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5345089-13	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5345090-13	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WPA5345091-13	03/01/2021	03/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Office Copy

### CERTIFICATE HOLDER

### CANCELLATION

R&D Paving Inc. P.O. Box 175  Franklin NH 03235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Sarah Cullen</i>
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## 2021 HENNIKER BID PROPOSAL

April 1, 2021  
Recorded 04/01/2021

Town of Henniker  
18 Depot Hill Road  
Henniker, NH 03242

Attn: Leo Aucoin Ph: 603-428-7200 Fax: 603-428-7200 E-mail: [henroadagent@tds.net](mailto:henroadagent@tds.net)

**We hereby propose to furnish the materials and perform the labor necessary for the completion of:**

**Project – 2021 Paving Bid - Town of Henniker**

**Bennett Street – From Rt 114 to Elm Street (Approx: 7,615 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (7,615 sy)
    - \$1.25/sy @ 7,615 sy = \$9,518.75
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 1,080-tons)
    - \$69.10/ton @ 1,080 ton = \$74,628.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 650-tons)
    - \$69.90/ton @ 650 ton = \$45,435.00
  - Asphalt emulsion for Tack (305 gal)
    - \$4.00/gal @ 305 gal = \$1,220.00
  - Flaggers (80 hrs)
    - \$38.00/hr @ 80 hr = \$3,040.00

**For Lump Sum Total of: \$133,841.75**

**Elm Street – From Rt 114 to the end, adjacent to concrete garage (Approx: 5,155 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (5,155 sy)
    - \$1.25/sy @ 5,155 sy = \$6,443.75
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 730-tons)
    - \$69.10/ton @ 730 ton = \$50,443.00
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 440-tons)
    - \$69.90/ton @ 440 ton = \$30,756.00
  - Asphalt emulsion for Tack (210 gal)
    - \$4.00/gal @ 210 gal = \$840.00
  - Flaggers (60 hrs)
    - \$38.00/hr @ 60 hr = \$2,280.00

**For Lump Sum Total of: \$90,762.75**



**Depot Hill Road – From Gulf Road to Rt 114, thru the town square (Approx: 9,095 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (9,095 sy)
    - **\$1.25/sy @ 9,095 sy = \$11,368.75**
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 1,290-tons)
    - **\$69.10/ton @ 1,290 ton = \$89,139.00**
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 775-tons)
    - **\$69.90/ton @ 775 ton = \$54,172.50**
  - Adjust structure frames (3 ea)
    - **\$550.00/ea @ 3 ea = \$1,650.00**
  - Asphalt emulsion for Tack (365 gal)
    - **\$4.00/gal @ 365 gal = \$1,460.00**
  - Flaggers (100 hrs)
    - **\$38.00/hr @ 100 hr = \$3,800.00**

**For Lump Sum Total of: \$161,590.25**

**Circle Street – From end to end across Depot Street out to Rt 114 (Approx: 2,580 sy).**

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (2,580 sy)
    - **\$1.25/sy @ 2,580 sy = \$3,225.00**
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 370-tons)
    - **\$69.10/ton @ 370 ton = \$25,567.00**
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 225-tons)
    - **\$69.90/ton @ 225 ton = \$15,727.50**
  - Adjust structure frames (2 ea)
    - **\$550.00/ea @ 2 ea = \$1,100.00**
  - Asphalt emulsion for Tack (105 gal)
    - **\$4.00/gal @ 105 gal = \$420.00**
  - Flaggers (45 hrs)
    - **\$38.00/hr @ 45 hr = \$1,710.00**

**For Lump Sum Total of: \$47,749.50**



Old Hillsboro Road – From the town line for approximately 5,700 lf (Approx: 13,935 sy).

- **Scope – Reclaim all areas, fine grade and compact, 2 ½” base asphalt and 1 ½” asphalt wear course. Driveways will be cut with reclaimer.**
  - Reclaim & grading (13,935 sy)
    - **\$1.25/sy @ 13,935 sy = \$17,418.75**
  - Supply and install hot bituminous concrete base course at 2 ½” -in compacted (approx 1,980-tons)
    - **\$69.10/ton @ 1,980 ton = \$136,818.00**
  - Supply and install hot bituminous concrete wear course at 1 ½” -in compacted (approx 1,190-tons)
    - **\$69.90/ton @ 1,190 ton = \$83,181.00**
  - Asphalt emulsion for Tack (560 gal)
    - **\$4.00/gal @ 560 gal = \$2,240.00**
  - Flaggers (100 hrs)
    - **\$38.00/hr @ 100 hr = \$3,800.00**

**For Lump Sum Total of: \$243,457.75**

**\*This proposal is valid for 30 days after bid opening. All prices will remain in effect for project duration**

A handwritten signature in blue ink, appearing to read 'Jeff Perry', is written over a horizontal line.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2021

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZBV H20579801	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AHV H20579901	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ limit \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV H20580001	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products/Completed Ops Agg \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH WC01202011002931 Excluded Officers: Marc Bourgeois, Warren Colby	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Leased/Rented Equipment			IHV-H20585701	4/1/2021	4/1/2022	\$800,000

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

Bid: Paving 2021

### CERTIFICATE HOLDER

### CANCELLATION

Town of Henniker 18 Depot Hill Rd. Henniker, NH 03242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Peggy Johnson/PAJ <i>Peggy A Johnson</i>

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# Proposal

Customer Name: Town of Henniker Page 1	Date: 4/5/2021
Contact (name & number): Leo Aucoin 428-7200	
Job Name: Henniker Reclaim and Paving 2021	Certified: N
Job Location: Various as listed in Town of Henniker	

ITEM	EST QTY	PRICE
1. Bennett Rd - Reclaim and grade 3426 x 20	7613 syds	\$1.80/syd
Pave 2.5" binder 19mm, Pave 1.5 top 9.5mm with tack	1736 ton	\$75.60/ton
2. Elm St - Reclaim and Grade 2318 x 20	5151 syds	\$1.80/syd
Pave 2.5" binder 19mm, Pave 1.5" top 9.5mm with tack	1175 ton	\$75.60/ton
3. Depot Hill Rd - Reclaim and Grade 4093 x 20	9095 syds	\$1.80/syd
Pave 2.5" binder 19mm, Pave 1.5" top 9.5mm with tack	2074 ton	\$75.60/ton
4. Circle St - Reclaim and Grade 1159 x 20	2575 syds	\$1.80/syd
Pave 2.5" binder 19mm, Pave 1.5" top 9.5mm with tack	587 ton	\$75.60/ton

- Quote valid for 30 days
- Work done after October 15th cannot be guaranteed by Advanced and will be done only at the customers' risk. Raveling, compaction, adhesion to existing asphalt, roller marks, imperfect joints are a few of the problems that may occur during cold weather paving.
- Total cost is based on the units in place, the quantities provided are approximate. Pricing based on no retainage. If there is retainage Advanced has the option of not accepting the work.
- Pricing for this project is based on weekday, daylight work. Weekend or nighttime work can result in a different pricing structure.
- Terms: Net cash 30 days upon completion and receipt of invoice.

Signature

Date



# Proposal

<b>Customer Name:</b> Town of Henniker Page 2	<b>Date:</b> 4/5/2021
<b>Contact (name &amp; number):</b> Leo Aucoin 428-7200	
<b>Job Name:</b> Henniker Reclaim and Paving 2021	<b>Certified:</b> N
<b>Job Location:</b> Various as listed in Town of Henniker	

ITEM	EST QTY	PRICE
5. Old Hillsboro Rd Reclaim and Grade 5700 x 20	12,667 syds	\$1.80/syd
Pave 2.5" binder 19mm, 1.5" top 9.5mm with tack	2890 ton	\$75.60/ton
Catch Basin & Manhole Lowering and raising if required	TBD	\$700.00/ea
Water gate Lowering and raising	TBD	\$300.00/ea
Pricing includes certified Flagger & Sign package		
Pricing includes milling joints		
Tack to be applied with tanker at a rate of .03 gals/syd		

- Quote valid for 30 days
- Work done after October 15th cannot be guaranteed by Advanced and will be done only at the customers' risk. Raveling, compaction, adhesion to existing asphalt, roller marks, imperfect joints are a few of the problems that may occur during cold weather paving.
- Total cost is based on the units in place, the quantities provided are approximate. Pricing based on no retainage. If there is retainage Advanced has the option of not accepting the work.
- Pricing for this project is based on weekday, daylight work. Weekend or nighttime work can result in a different pricing structure.
- Terms: Net cash 30 days upon completion and receipt of invoice.

Signature

Date





THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



VICTORIA F. SHEEHAN  
COMMISSIONER

WILLIAM CASS, P.E.  
ASSISTANT COMMISSIONER

June 16, 2020

Advanced Excavating & Paving, LLC  
PO Box 581  
Suncook, NH 03276

Your request for prequalification in order that you may bid on projects advertised and let by this Department has been reviewed and is in compliance with the prequalification regulations for Public Works and/or Road and Bridge projects valued at **\$5,000,000 or under**. The Department assigns ratings in the various classifications, some of which are listed below:

- |                       |                     |
|-----------------------|---------------------|
| Road Construction     | Bridge Construction |
| Site                  | Utilities           |
| Water                 | Sewer               |
| Traffic Signals       | Highway Lighting    |
| Building Construction | Bridge Painting     |
| Mechanical            | Electrical          |
| Asbestos Removal      | Paving              |
| Roofing               | Landscaping         |

Eligibility for bidding on a particular project will be determined by the Prequalification Committee at the time that the request for plans, specifications and a proposal is made. Their decision will be based on the magnitude and complexity of the project in question and on the requesting firm's capability to successfully prosecute to completion the particular project.

Your firm has been rated on a project by project basis for those projects in the following classifications: **Small road construction, paving, site work and water and sewer**. Your prequalification will expire on **March 31, 2021**.

All prequalification information supplied to this office will be held in strict confidence and used for no other purpose than for prequalification for bidding on projects advertised and let by this Department.

Sincerely,

*Michelle Drouin*

Michelle Drouin  
Prequalification Administrator



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



**VICTORIA F. SHEEHAN**  
**COMMISSIONER**

**WILLIAM CASS, P.E.**  
**ASSISTANT COMMISSIONER**

March 18, 2021

Advanced Excavating & Paving, LLC  
PO Box 581  
Suncook, NH 03275

Attention: Sharon Gelinis

Dear Ms. Gelinis

Your request for a time extension on your prequalification has been received.

Your request is approved and your prequalification will be considered current up until May 31, 2021. Please forward your information when ready.

If you have any questions, please call me at 603-271-3402 or email me at [michelle.drouin@dot.nh.gov](mailto:michelle.drouin@dot.nh.gov).

Sincerely,

*Michelle Drouin*

Michelle Drouin  
Prequalification Administrator



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/26/2020

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

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

<b>PRODUCER</b> THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Basil Makris <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> bmakris@rowleyagency.com		<b>FAX (A/C, No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Advanced Excavating & Paving, LLC Advanced Excavating & Paving, Inc. P.O. Box 581 Suncook NH 03275	<b>INSURER A:</b> Firemen's Ins Co of Wash. DC		21784
	<b>INSURER B:</b> Acadia Insurance Company		31325
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CG0437 - \$25,000 Limit GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA0350801-21	10/29/2020	10/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CAA0350802-20	10/29/2020	10/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA0350803-20	10/29/2020	10/29/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PRODUCTS/COMP-OPS AGG \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH, MA WPA0350804-23	10/29/2020	10/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			CNA0357473-21	10/29/2020	10/29/2021	Limit: \$500,000 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Covering operations of the named insured during the policy period.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Henniker  
 18 Depot Hill Road  
 Henniker, NH 03242

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

AUTHORIZED REPRESENTATIVE

Basil Makris/BCM

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**ADVANCED EXCAVATING & PAVING INC**  
**RECENT JOBS & REFERENCES**

**2017**

Town of Allenstown Ron Pelissier #765-9506	Reclaim, fine grade and pave various town roads	\$303,000.00
AHO Construction Ray Aho #878-3150	Reclaim, fine grade and pave various projects	\$134,000.00
Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$550,000.00
Barrington School District Paul Sanders #396-7257	Reconstruction of parking lot	\$350,000.00
Cedar Management Al O'Brien #485-8503	Reclaim, fine grade and drainage of various projects	\$346,000.00
Circle T Car Wash Tony Crawford #321-7233	Site work and paving for new car wash facility	\$277,000.00
Eastern Excavation Bill Martel #817-3425	Site work and paving for various projects	\$272,000.00
Town of Epsom Gordon Ellis #545-4302	Reclaim, fine grade and pave various roads	\$422,000.00
FL Merrill Construction Frank Merrill #228-5558	Reclaim, fine grade and pave various projects	\$113,000.00
George Cairns & Sons Jim DeWever #421-1888	Reclaim, fine grade and pave various projects	\$254,000.00
Town of Hooksett Jim Donison #485-8471x241	Reconstruction of town roads and sidewalks	\$815,000.00
Langley Construction Steve Langley #497-2018	Site work and paving for various projects	\$347,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and paving various projects	\$397,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and paving various projects	\$591,000.00
Milestone Engineering & Construction Geoff Lemay #226-3877	Site work and paving for various projects	\$269,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and paving various projects	\$168,000.00

**2017 continued**

Pembroke School District Josh Coughlin #485-7881	Reconstruction of parking lot	\$100,000.00
Town of Pembroke Jim Boisvert #485-4422	Reconstruction and paving various town roads	\$187,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$850,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$338,000.00
Town of Canterbury Jim Sawicki #783-4123	Reclaim, fine grade and pave various town roads	\$149,000.00
Town of Deering Ben Knapp #464-5740	Reclaim, fine grade and pave various town roads	\$144,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$250,000.00
Town of Francestown Gary Page #547-8841	Reclaim, fine grade and paving various town roads	\$81,000.00
Town of Milford Rick Riendeau #673-1662	Reclaim, fine grade and pave various town roads	\$773,000.00
Town of Mont Vernon Mike #673-5995	Reclaim, fine grade and pave various town roads	\$175,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$199,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Lake View Drive	\$245,000.00
WF Grace Construction Bill Grace #860-9631	Reclaim, fine grade and pave various projects	\$492,000.00

**2018**

Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$578,000.00
Bedford School District Todd Zollman #472-3755	Reconstruction and drainage of playground loading dock areas	\$305,000.00
Daniels Construction Barry Sleath #802-291-3921	Reclaim, fine grade and pave various projects	\$105,000.00
Eastern Excavation Bill Martel #817-3425	Reclaim, fine grade and pave various projects	\$122,000.00

**2018 continued**

Jeremy Hiltz Construction Will Hess #968-9694	Reclaim, fine grade and pave various projects	\$300,000.00
Langley Construction Steve Langley #497-2018	Site work, drainage and pave various projects	\$365,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and pave various projects	\$400,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and pave various projects	\$600,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and pave various projects	\$170,000.00
Shumway Construction Mike Shumway #234-5921	Reclaim, fine grade and pave various projects	\$480,000.00
State of NH Dept of Admin Scott Carri #271-7433	Reconstruction of parking lot	\$574,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$220,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$350,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$157,000.00
Town of Epsom Gordon Ellis #545-4302	Reclaim, Fine grade and pave various town roads	\$300,000.00
Town of Francestown Gary Page #547-8841	Reclaim, fine grade and pave various town roads	\$240000.00
Town of Greenville Tom Plourde #878-9981	Overlay various town roads	\$130,000.00
Town of Lyndeborough Russ Boland #654-5955	Reclaim, fine grade and pave various town roads	\$153,000.00
Town of Milford Rick Riendeau #673-1662	Reclaim, fine grade, milling and paving various town roads	\$760,000.00
Town of Mont Vernon Mike #673-5995	Reclaim, fine grade and pave various town roads	\$263,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$381,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Cooper Hill Rd, pave various town roads	\$425000.00

**2019**

Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$923,000.00
Casella Waste Management Mike Walsh #207-553-9898	Excavation, drainage & paving	\$112,000.00
City of Manchester Owen Friend-Gray #624-6444	Excavation, drainage & reconstruction of school parking lot. Shim and overlay various streets	\$976,000.00
Daniels Construction Barry Sleath #802-291-3921	Reclaim, fine grade and pave various projects	\$120,000.00
Eastern Excavation Bill Martel #817-3425	Reclaim, fine grade and pave various projects	\$109,000.00
Evergreen Harvard Group Lee Matthews #622-7001	Reclaim & pave condominiums complex parking	\$131,000.00
FL Merrill Construction Frank Merrill #228-5558	Reclaim, fine grade and pave various projects	\$115,000.00
Great North Property Mgmt Tracey Madden #404-0020	Excavation, drainage & paving for condominium parking areas	\$206,000.00
Town of Hooksett Bruce Thomas #485-8471	Reconstruction of town roads and sidewalks	\$634,000.00
Jeremy Hiltz Construction Will Hess #968-9694	Reclaim, fine grade and pave various projects	\$228,000.00
Keystone Builders Bob MacCormack #978-663-9530	Site work & paving for new road and condominium complex	\$838,000.00
Langley Construction Steve Langley #497-2018	Site work, drainage and pave various projects	\$424,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and pave various projects	\$625,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and pave various projects	\$397,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and pave various projects	\$340,000.00
Town of Pembroke Jim Boisvert #485-4422	Excavation, drainage, reclaim, fine grade and paving of various town roads	\$505,000.00
City of Portsmouth Dave Desfosses #427-1530	Sidewalk reconstruction, drainage and various paving projects	\$562,000.00
Shumway Construction Mike Shumway #234-5921	Reclaim, fine grade and pave various projects	\$141,000.00

**2019 continued**

Socha Companies Will Socha #627-8993	Fine grade and pave various projects	\$111,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$857,000.00
SUR West Erika Payne #357-7950	Reclaim, fine grade and pave various projects	\$390,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$298,000.00
Town of Bennington Chris Davies #588-2660	Reclaim, fine grade and pave various town roads	\$125,000.00
Town of Deering Brian Houghton #464-5740	Reclaim, fine grade and pave various town roads	\$123,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$282,000.00
Town of Loudon Russ Pearl #783-4568	Reclaim, fine grade and pave various town roads	\$421,000.00
Town of Lyndeborough Russ Boland #654-5955	Reclaim, fine grade and pave various town roads	\$170,000.00
Town of New Boston Dick Perusse #652-4262	Reclaim, fine grade and pave various town roads	\$197,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Ledge Farm Rd, pave various town roads	\$450,000.00
WF Grace Construction Bill Grace #860-9631	Reclaim, fine grade and pave various projects	\$426,000.00

**2020**

Andrews Construction John Landry #455-8804	Reclaim, fine grade and pave various projects	\$689,000.00
Casella Waste Management Mike Walsh #207-553-9898	Excavation, drainage & paving	\$112,000.00
Town of Hooksett Bruce Thomas #485-8471	Reconstruction of town roads and sidewalks	\$198,000.00
Jeremy Hiltz Construction Will Hess #968-9694	Reclaim, fine grade and pave various projects	\$661,000.00
Keystone Builders Bob MacCormack #978-663-9530	Site work & paving for new road and condominium complex	\$1,387,000.00



2020 continued

Langley Construction Steve Langley #497-2018	Site work, drainage and pave various projects	\$653,000.00
Leighton White Jeff Deardorff #493-6924	Reclaim, fine grade and pave various projects	\$482,000.00
John Lyman & Sons Jim Lyman #524-4314	Reclaim, fine grade and pave various projects	\$872,000.00
Mountainshade LLC Keith Dupuis #531-6719	Reclaim, fine grade and pave various projects	\$106,000.00
City of Portsmouth Dave Desfosses #427-1530	Sidewalk reconstruction, drainage and various paving projects	\$1,693,000.00
Socha Companies Will Socha #627-8993	Fine grade and pave various projects	\$70,000.00
SUR Construction Bill Creteau #332-4554	Reclaim, fine grade and pave various projects	\$1,389,000.00
SUR West Erika Payne #357-7950	Reclaim, fine grade and pave various projects	\$117,000.00
Town of Auburn Mike Dross #483-5052	Reclaim, fine grade and pave various town roads	\$308,000.00
Town of Barrington Marc Moreau #664-0166	Reclaim, fine grade and pave various town roads	\$662,000.00
Town of Bennington Hazen Fisk #588-2660	Reclaim, fine grade and pave various town roads	\$80,000.00
Town of Deering Brian Houghton #464-5740	Reclaim, fine grade and pave various town roads	\$80,000.00
Town of Dunbarton Jeff Crosby #496-6587	Reclaim, fine grade and pave various town roads	\$266,000.00
Town of Frankestown Gary Paige #547-8841	Reclaim, fine grade and pave various town roads	\$280,000.00
Town of Lyndeborough Russ Boland #654-5955	Reclaim, fine grade and pave various town roads	\$154,000.00
Town of New Boston Allen Brown #487-2279	Reclaim, fine grade and pave various town roads	\$96,000.00
Town of Nottingham Chris #679-5022	Reconstruction and drainage of Ledge Farm Rd, pave various town roads	\$241,000.00
Evergreen Harvard Group Lee Matthews #622-7001	Reclaim & pave condominiums complex parking	\$103,000.00

## Advanced Excavating & Paving LLC Equipment List

### Trucks

### Equipment

2006	Chevy Silverado pick-up	1987	John Deere Grader	2016	Cat paver
2007	Chevy 3500 CLA one ton	1998	Leeboy grader	2017	Roadtech paver
2008	Chevy K23HD pick-up	2003	John Deere grader w/ Blade Pro	2020	Leeboy paver
2009	Chevy SIL3500 pick-up	2015	John Deere grader w/ Blade Pro	2020	Vogele Sidewalk Paver
2009	GMC Sierra pick-up	2016	Leeboy grader	2021	Leeboy Paver
2011	Chevy SIL3500 tool truck	1997	Cat 330B Excavator	2001	Hamm vibratory roller
2011	GMC one ton	1999	Hitachi 270 excavator	2004	Cat asphalt drum compactor
2012	GMC Sierra pick-up	2004	Hitachi 270 excavator	2006	Cat pneumatic compactor
2013	Chevy K3500 tool truck	2007	Hitachi clean up machine	2008	Hammsoil compactor
2013	Chevy one ton dump	2012	Volvo excavator	2009	Hamm vibratory roller
2015	GMC Sierra pick-up	2014	Hitachi excavator	2010	Hamm roller
2015	Chevy 3500 one ton	2015	Case backhoe	2011	Hamm roller
2015	International Terrastar flatbed	2016	Takeushi excavator	2013	Hamm roller
2016	Chevy Silverado pick-up (1)	2016	Hitachi Z210	2014	Hamm roller
2016	Chevy Silverado pick-up (2)	2017	Komatsu excavator	2014	Hamm roller
2016	Chevy crew one ton	2019	John Deere 190GW Excavator	2014	Beuthling roller
2016	Chevy one ton	2011	Midland road widener	2015	Case roller
2016	GMC Sierra 2500	2012	Komatsu loader	2015	Sakai roller SV540D
2017	GMC Sierra pick-up	2013	Komatsu loader	2015	Sakai roller SV201D-1
2017	Chevy one ton	2016	Takeushi loader	2019	Hamm Roller HD10CVV
2018	GMC Canyon	2016	Komatsu loader	2019	Hamm roller HD14VV
2019	Chevy Silverado	2000	Leeboy tack tank	1998	Bobcat 751
2019	GMC Sierra 2500	2009	Leeboy tack tank	2008	Bobcat S250
2020	International Utility Truck	2005	Cat reclaimer	2011	Bobcat S250
2020	Chevy Silver 3500 Tool Truck	2014	Wirgen reclaimer	2013	Bobcat S750
2021	GMC Sierra pick-up	2007	Rosco challenger broom	2013	Bobcat E45
1998	Kenworth W900 tractor	2009	Miller offset curb machine	2015	Bobcat T740
2006	International tractor	2012	Wirgen milling machine	2016	Bobcat T740
2010	Peterbilt 389 tractor	2017	Roadtech mill	2018	Bobcat S770
2013	Peterbilt 389 tractor	2000	Reed screen all	2019	Bobcat S850
1997	International triaxle dump	2002	Ingersoll Rand compressor	2020	Bobcat T770
2003	Peterbilt 379 triaxle dump	2017	Cement Mixer	2020	Bobcat E85
2005	International triaxle dump		TD9H dozer		
2007	Freightliner triaxle dump	1989	John Deere dozer		
2007	Kenworth triaxle dump	2001	Cat D5 Dozer		
2017	Peterbilt 367 triaxle dump	2009	Cat dozer		
2018	Peterbilt 367 triaxle dump	2014	Komatsu dozer		
2020	Peterbilt 367 triaxle dump	2014	Ray Tech hot box		
2020	Peterbilt 367 triaxle dump	2014	Ray Tech infrared heater		
2021	Kenworth T880 triaxle dump	2015	Super shot joint machine		
1987	Mack water truck				
2005	Cat 735 Rock Truck				
2016	International tack truck				



# Proposal

**From:** United Construction Corp.  
 PO Box 48  
 250 N. Main St.  
 Newport, NH 03773  
 Phone: 603-863-1240  
 Fax: 603-863-7399

**Project:** HENNIKER PAVING 2021  
**Description:** Paving Services Along Miscel. Streets in Henniker  
**Bid Location:** Bennett Rd  
 Elm St.  
 Depot Hill Rd.  
 Circle St.  
 Old Hillsboro Rd.  
**Bid Date:** 04/05/2021  
**Revision Date:**

ITEM	DESCRIPTION	BID QTY U/M	UNIT BID	AMOUNT
01	BENNETT RD.	1,735.000 TON	\$88.00	\$152,680.00
02	ELM STREET	1,174.000 TON	\$90.25	\$105,953.50
03	DEPOT HILL RD	2,073.000 TON	\$91.75	\$190,197.75
04	CIRCLE STREET	587.000 TON	\$93.00	\$54,591.00
05	OLD HILLSBORO RD	2,888.000 TON	\$87.00	\$251,256.00
			<b>TOTAL BID:</b>	<b>\$754,678.25</b>

## Project Comments

**Notes:**

- Items 01,02 & 05 to include
  - \* Mobilization of Equipment
  - \* Traffic Control & Proper Signage
  - \* Reclaiming 8"
  - \* Fine Grading
  - \* Tack Coats & Sweeping where needed
  - \* Trimmings at begining / End & Driveways where needed
  - \* Paving 2.5" Binder Course & 1.5" Wearing Course
  - \* Payment & Performance Bonds
- Items 03 & 04 to include everything above in addition to raising & lowering all man holes and gate boxes as needed.

**Signature:** 



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

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

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 4/14/2021  
**TITLE:** 2021 Crack Sealing Bid 2021  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

### AGENDA DESCRIPTION:

Superintendent Aucoin appears before the Board of Selectmen to discuss awarding the 2021 Crack Sealing RFP.

The Highway Department is looking to move forward with crack sealing miscellaneous roads in Henniker with a hot rubberized crack sealer. The following streets are scheduled to be worked on this year in the bid package:

- Quaker Street
- Craney Hill Road
- French Pond Road (Old West Hopkinton to French Road)
- Western Ave (Cannel Bridge to Cote Hill Road)
- Ramsdell Road
- Patterson Hill Road
- Flanders Road (Rt. 114 to Craney Hill Road)

The Town of Henniker received two bids for the job:

- H.W Dow \$19,000
- Sealcoating, Inc. DBA Inbus \$40,984

The Highway Superintendent is recommending the Crack Sealing RFP be awarded to H.W Dow for the bid price above

**Legal Authority:** N/A

**Financial Details:** \$19,000

**Town Administrator Comment:**

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

*Motion to award the bid for the 2021 Crack Sealing RFP to H.W. Down for the sum of \$19,000 and authorize the Town Administrator to sign all necessary paperwork.*

# H. W. DOW

---

Henry W. Dow

P.O. Box 247

Concord, NH 03302

March 25, 2021

Attention: Leon Aucoin, Road Agent

Town of Henniker

18 Depot Hill Rd.

Henniker, NH

## **Proposal for Crack Sealing for Town of Henniker**

H.W. Dow will crack seal miscellaneous roads across town with hot rubberized crack sealer for the agreed price of \$3,800 per day over an approximate five day period. All labor, materials, and traffic control are included. The roads we will do include:

Quaker St. 1 mile ½ day

Cranny Hill Rd 1 day

French Pond Rd from old W. Hopkinton Rd to French Rd ½ day

Western Ave from Canal Bridge to Cody Hill Rd ½ day

Flanders Road and Snow Shoe Rd 2 days

Ramsdell Rd ½ day

Total Cost: \$19,000.00

Thank You,

Henry Dow

H.W. Dow

**BID BOND**

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Sealcoating Inc. DBA indus

825 Granite Street, Braintree, Massachusetts 02184

\_\_\_\_\_ as Principal, hereinafter called the Principal,

and the Fidelity and Deposit Company of Maryland,

of 100 High Street - Suite 1400, Boston, MA 02110

, a corporation duly organized under the laws of the State of Illinois, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Henniker, New Hampshire

as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount ) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2021 Crack Sealing Bid

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of April, 2021.

[Signature]

Witness

Sealcoating Inc. DBA indus (Seal)

{ [Signature]

Principal

Richard L. Goodick, Vice President Title

Fidelity and Deposit Company of Maryland

{ By [Signature]

Christina D. Hickey Attorney-in-Fact

[Signature]

Witness

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**,

Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Frank J. SMITH, Ellen J. YOUNG, Donna M. ROBIE, Christina D. HICKEY, Tara L. CLIFFORD**, of Natick, Massachusetts, Each, its

true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of October, A.D. 2020.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 14th day of October, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023





# Proposal

825 Granite Street, Braintree, MA 02184 phone 781.428.3400 fax 781.428.3430

indusinc.com

Henniker, NH;Town of 603 428-7200 4/1/2021  
 18 Depot Road FAX:  
 Henniker, NH 03242

Henniker, NH;Town of: Crack Sealing 2021  
 Various  
 Henniker, NH

BID DATE: April 5, 2021 12:00 pm  
 QUOTED BY: Rich Goodick 781-428-3402

Furnish all labor, material and equipment to perform the following item(s) of work.

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
	Rubber Cracksealing Lump Sum <i>For Streets listed in the Bid Document</i>	40,984.00/LS
	Rubber Cracksealing Day Rate <i>For Additional Work 325 gallons/day and include 2 flaggers in our price.</i>	8,300.13/DY
	Rubber Crack Seal Price Per Mile <i>For Additional Work</i>	6.74/Price f

Quote Notes:

1. Final quantities to be determined by actual field measure.
2. All traffic control and barricades by others.
3. No work is to be performed on weekends or holidays unless stated otherwise in the items above.
4. Quote based on contract completion date as noted in Contract Documents.

**NOTE: Please sign and return. Submit Tax Exempt Certificate if applicable.**

All material is guaranteed to be as specified. All work to be in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature:

Rich Goodick

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment terms are net upon completion, unless stated otherwise.

Date of Acceptance: \_\_\_\_\_

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



## STATE TAX ATTESTATION FORM

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Sealcoating, Inc. d/b/a indus

04-3520246

Corporate Name (Mandatory)

Federal Identification Number

BY:

Richard L. Goodick

TITLE:

Vice President

DATE:

March 31, 2021



### Certificate of Corporate Vote

At a meeting of the Board of Directors of SEALCOATING, INC. DBA INDUS held on January 4, 2021, at which all the Directors were present or waived notice, it was

VOTED: That Elizabeth Wuori, President of this Company and Richard L. Goodick, Vice President of this Company, be and he hereby are authorized to execute bids, contracts and bonds in the name and behalf of said Company, and affix its corporate seal thereto; and such execution of any contract or obligation in this company's name on its behalf by such President and Vice President, under seal of the Company, shall be valid and binding upon this Company.

A true copy

ATTEST: \_\_\_\_\_

  
Clerk/Secretary

Place of business: Braintree, MA

Date of this contract: March 31, 2021


I hereby certify that I am the clerk of SEALCOATING, INC. DBA INDUS that Elizabeth Wuori and Richard L. Goodick are respectively the duly elected President and Vice President of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

  
\_\_\_\_\_  
April Durant, Clerk



## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

BY:   
Richard L. Goodick

TITLE: Vice President

DATE: 03/31/2021

**INDUS  
Crack Seal Equipment Listing**

12-30-20

Page 1

Equipment Pick Ups & Autos	Year	Make	Model	Description	Serial Number	Registration	Co.
01-12	2014	DODGE	RAM C2500	2014 Dodge 2500 Pick Up	3C6TR4RT4EG228909	R40327	2
01-13	2014	DODGE	RAM 2500	2014 Dodge 2500 Pick Up	3C6TR4HT0EG228910	R40326	2
<b>Crack Trucks</b>							
04-06	2017	Freightlnr	M2-106	2017 Frghntlnr Rbr Crack Truck	1FVACXCXY4HHHX4620	5521	2
04-07	1998	INT'L	4700 4x2	1998 Int'l 4700 RbrCrack Truck	1HTSCAAM6WH559962	APN 94423	2
04-10	1998	Int'l	4700	1998 Int'l 4700 RbrCrack Truck	1HTSCAAM8WH507880	APN75318	2
04-12	2004	INT'L	4400 SBA	2004 Int'l 4400 RbrCrack Truck	1HTMKAN34H679638	APN 40716	2
04-18	2013	Freightlnr	M2-106	2013 Frghntlliner M2 Crack Truck	1FVHCYBSXDFE2885	APN 62959	2
04-19	2013	Freightlnr	M2-106	2013 Frghntlliner M2 Crack Truck	1FVHCYBS1DHFEE2886	APN 88963	2
04-20	2015	2015	M2-106	2015 Frghntlliner M2 Crack Truck	1FVHCYCY2FHGF1900	20113007003	2
04-21	2015	Freightlnr	M2-106	2015 Frghntlliner M2 Crack Truck	1FVHCYCY4FHGF1901	APN 19895	2
04-22	2015	Freighltnr	M2-106	2015 Frghntlliner M2 Crack Truck	1FVHCYCY4GHGV3931	20113005303	2
04-23	2016	Freightltnr	M2106	2016 Frghntlliner Crack Truck	1FVHCYCY6GHGV3932	APN 96425	2
04-24	2016	Freightltnr	M2-106	2016 Frghntlliner M2 Crack Truck	1FVHCYCY8GHHE4261	20113003403	2
04-25	2016	Freightltnr	M2-106	2016 Frghntlliner M2 Crack Truck	1FVHCYCY6GHHE4260	APN 96164	2
04-26	2017	Freightltnr	M2-106	2017 Frghntlliner M2 Crack Truck	3ALHCYCY9HDE5003	20113004503	2
04-27	2017	Freightltnr	M2-106	2017 Frghntlliner M2 Crack Truck	3ALHCYCY0HDE5004	APN 6023A	2
04-28	2020	Freightltnr	M2-106	2020 Frghntlliner M2 Crack Truck	3ALHCYD29LDM0274	20167016303	2

**INDUS  
Crack Seal Equipment Listing**

Equipment Year	Make	Model	Description	Serial Number	Registration	Co.		
<b>Crack Trucks</b>								
04-29	2020	Freightlnr	M2-106	2020	Frghtliner M2 Crack Truck	3ALHCYD20LDLW0275	20167016503	2
							3842B	
							5534	
<b>Tankers</b>								
05-02	2016	Freightlnr	M1-106	2016	Frghtlnr AC Tanker (Crack)	1FVHCYCY2GHGV3930	5535	2
05-03	2008	Freightlnr	M2106	2008	Freightliner Tanker CIR	1FVHCYBS88HAB6390	95228	2
05-04	2003	Internatnl	7400	2003	Int'l Micro Tack Truck	1HTWCAR53J063729	5536	2
05-05	2004	FORD	F-750	2004	Ford F-750 Spray Tank	3FRXF76844V590836	9123A	2
05-06	2019	Wstern Str	4700SB	2019	Western Star-CIR PG Truck	5KRMXDV1LLLC3290	5537	2
							90214	
							5538	
							APN 62960	
							20R022399	
							5539	
05-09	2009	Kenworth	T-270	2009	Kenworth T-270 Hook	2NKHHM6X69M256097	9122A	2
							5540	
05-10	2008	Freightlnr	M2	2008	Freightliner Water Truck	1FVHCYBS78HZ19390	N30319	2
							5541	
05-11	2008	Freightlnr	M2	2008	Freightliner Water Truck	1FVHCYBS08HZ78765	APN 1524A	2
							5542	
05-12	2021	Westrn Str	4700SB	2021	Western Star Tanker CIR	5KRMXADV2MLME5285	9380A	2
							20R033234	
							4490B	
							5543	
05-13	2021	Freightlnr	M2-106	2021	Freightliner Tanker	3ALHCYD22MDME5034	3800B	2
							5544	
05-15	1988	FORD	CF7000	1988	Ford CF7000 AC Tank Truck	9BFXH70P8JDM03897	5545	2
							APN 48796	
<b>Trailer</b>								
15-36	2008	Ver Mac	ST4815 Arb	2008	Ver Mac ST4815 Arrowboard	2S9US21128S132497	A12771	2
<b>Compressor</b>								
30-01	2007	Ingrsl-Rnd	P90BWIRU	2007	Ingersoll-Rand Comp(01-10)	SCZP90UTM7Y107474		2
30-02	1997	IMC	5.5 HP	1997	IMC 5.5 HP Air Compressor	19000C120		2
30-03	2008		185CFM	2008	185CFM Compressor (CST)	398551		2
30-06	2014	Boss	210	2014	Compressor Boss (04-06)	112320		2
30-07	1998	LeRoI	185 CFM	1998	LeRoI 185 CFM Compressor(4-07)	3319X101		2
30-08	2018	Boss	185 CFM	2018	Boss 185 CFM Compressor(02-13)	10GR581912170756T		2
30-09	2019	Puma	PUK-80HGE	2019	HP Compressor (01-10)	3608402408		2
30-10	2005	ATLAS COPC	XAS 96UJD	2005	Atlas Copco Compressor (04-10)	USA012796		2
30-12	2005	ATLAS COPC	XAS 96UJD	2005	Atlas Copco Compressor (4-12)	USA007526		2
30-13	2006	Atlas Copc	XAS 96 JDU	2006	Atlas Copco Compr(06-13)	8972422304		2
30-14	2006	ATLAS COPC	XAS 96 JDU	2006	Atlas-Copco Compr (06-14)	ttga015311		2

**INDUS  
Crack Seal Equipment Listing**

12-30-20

Page 3

Equipment	Year	Make	Model	Description	Serial Number	Registration	Co.
<u>Compressor</u>							
30-15	2018	PTO	185 CRM	185 CFM Compressor (06-15)			2
30-18	2012	Atlas Copc	XAS185(300	Atlas Copco Compressor (04-18)	4500A0702CR025488		2
30-19	2012	Atlas Copc	XAS185JD07	Atlas Copco Compressor (04-19)	HOP025487		2
30-20	2014	Boss	210 DUS JD	Boss Compressor (04-20)	109874		2
30-21	2014	BOSS	210 DUS JD	Boss Compressor (04-21)	109875		2
30-22	2014	Boss	DUS210 JD4	Boss Compressor (04-22)	111077		2
30-23	2014	Boss	DUS210 JD4	Boss Compressor (04-23)	111078		2
30-24	2015	Boss	DUS JD4045	Compressor Truck 04-24	111100		2
30-25	2015	Boss	DUS JD4045	Compressor 04-25)	111165		2
30-26	2015	Boss	DUS JD4045	Boss Compressor (04-26)	112319		2
30-27	2015	Boss	DUS JD4045	Boss Compressor (04-27)	111099		2
30-80	2018	BOSS	BA440	Boss Air Compressor (02-08)			2

Tankers

50-04	2013	Etnyre	C. 1500 GA	Etnyre 1500 AC Tanker 05-04	1HTWCAR53U063729		2
50-05	2003	ETNYRE	2000 GAL	2000 GAL Etnyre Distrib(05-05)	S3472		2
50-06	2016	BEARCAT	400 GAL	2016 Bearcat Truck 04-06	4020516		2
50-07	1998	BearCat	BK350D	Bearcat BK350 Melter (04-07)	30198		2
50-10	1998	BearCat	BK250	Bearcat BK250 Melter (04-10)	20298		2
50-12	2003	Bearcat	BK400	Bearcat 400 GAL Melter (04-12)	40303		2
50-18	2012	Shop Built	DJR 1100	1100 Gal Melter (04-18)			2
50-19	2012	Shop Built	DJR 1100	1100 Gal Melter (04-19)			2
50-20	2013	Shop Built	DJR 1100	1100 Gal Melter (04-20)			2
50-21	2013	Shop Built	DJR 1100	1100 Gal Melter (04-21)	000021		2
50-22	2015	Shop Built	DJR1100	1100 Gal Melter (04-22)	000022		2
50-23	2015	Shop Built	DJR1100	1100 Gal Melter (04-23)	00023		2
50-24	2015	Shop Built	DJR 1100	1100 gal Melter (04-24)	00024		2
50-25	2015	Shop Built	DJR 1100	1100 gal Melter (04-25)	00025		2
50-26	2027	Shop Built	DJR 1100	1100 Gal Melter (04-26)			2
50-27	2017	DJR	DJR 1100	1100 Gal Melter (04-27)	DJR 00026		2
50-28	2020		1100	1100 Gal Melter (04-28)	000028		2
50-29	2020		1100	1100 Gal Melter (04-29)	000029		2
50-40	1999	KEISER-MOR	SKID MOUNT	Keiser-Morris 60g1 Melttr 05-04			2

Sweepers

70-01	1999	TENNANT	355	1999 Tennant Sweeper/Rider	355-2184		2
70-02	2016	Tennant	800 Pow Rd	2016 Tennant Sweeper	M800-8316		2
70-04	2020	CAT	BUL18C	Skid Steer Sweeper			2
70-08	1985	Tennant		1985 Tennant Power Sweeper	AA2296		2



Town Hall  
18 Depot Hill Road  
Henniker, NH 03242

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

Incorporated November 10, 1768  
"Only Henniker on Earth"

## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 4/14/2021  
**TITLE:** 2021 Chip Sealing Bid 2021  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

**AGENDA DESCRIPTION:**

Superintendent Aucoin appears before the Board of Selectmen to discuss awarding the 2021 Chip Sealing RFP.

The Highway Department is looking to move forward with chip Western Ave from Bridge St. to Cote Hill Rd. with a asphalt rubber chip seal.

The Town of Henniker received one bid for the job:

- All States Construction Inc. \$78,123.40

The Highway Superintendent is recommending the Chip Sealing RFP be awarded to All States Construction Inc for the bid price above

**Legal Authority:** N/A  
**Financial Details:** \$78,123.40

**Town Administrator Comment:**

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

*Motion to award the bid for the 2021 Chip Sealing RFP to All States Construction Inc. for the sum of \$78,123.40 and authorize the Town Administrator to sign all necessary paperwork.*





**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
Sunderland, MA 01035  
413-665-7021  
www.asmg.com

April 5, 2021

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

Dear Sir or Madam:

We are pleased to submit the following proposal for Chip Seal Bid 2021.

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Western Ave. (from steel Bridge to Cote Hill Rd.) 6,800' x 22'	16,622 SY	\$ <u>4.70</u>	\$ <u>78,123.40</u>

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

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

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

Very Truly Yours,

ALL STATES CONSTRUCTION, INC.

  
Alan L. Chicoine  
Vice President



Town of Henniker  
Request for Proposal  
Chip Seal Bid 2021

The Town of Henniker NH is inviting bid pricing for Asphalt Rubber chip seal miscellaneous roads in Henniker. Bid proposals must be on company letterhead clearly stating price and specifications. Bids must be sealed and marked, "Chip Seal 2021" and be delivered to Town of Henniker Town Hall 18 Depot Hill Road, Henniker NH 03242 by April 5, 2021 at 12:00 PM, when they will be opened publicly and read aloud. Contact person: Leo Aucoin, Highway Superintendent 603-428-7200.

Locations with approximate Footage:

1. Western Ave. from steel Bridge to Cote Hill Road –approx. 6800 ft.x 22 ft.

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

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

Bid price proposals must be on company letterhead clearly stating the unit price per foot or yard. The bid price shall include all increases for the duration of the contract with a completion date no later than August 1, 2021. No request for increase in contract price shall be entertained by the Town of Henniker.

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

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

✓

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

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

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



**All States Construction, Inc.**  
All States Materials Group®

PO Box 91  
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413-665-7021  
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## **ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES**

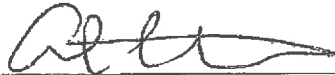
It is the continuing policy of All States Construction, Inc., and Subsidiaries to recruit and employ the best qualified individuals without regard to race, color, creed, religion, national origin, age, sex, sexual orientation, handicap or status as a disabled Vietnam era veteran as defined and required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

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

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

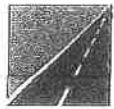
## NON-COLLUSION STATEMENT

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



Alan L. Chicoine, Vice President

ALL STATES CONSTRUCTION, INC., AND SUBSIDIARIES



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***ASPHALT RUBBER SURFACE TREATMENT  
REFERENCES***

Town of Yarmouth, MA	Highway Department 507 Buck Island Road South Yarmouth, MA 02673 Rob Angell \$ 859,349.46 / 2018	774.207.8090
Town of Northfield, MA	Highway Department 69 Main Street Northfield, MA 01360 Tom Walker \$ 141,729.84 / 2016	413.498.5117
Town of Meredith, NH	Highway Department 347 Daniel Webster Highway Meredith, NH 03253 Mike Faller \$ 362,141.00 / 2017	603.279.4538
Town of Southington, CT	Highway Department 1 Della Bitta Drive Plantsville, CT 06479 Annette Turnquist \$ 1,090,936.50 / 2017	860.276-9430
Town of Charlestown, RI	Public Works Department 4540 So. County Trail Charlestown, RI 02813 Alan Arsenault \$ 145,723.20 / 2019	401.364.1230
Town of Sunderland, MA	Highway Department 12 School Street Sunderland, MA 01375 George Emery \$ 138,953.27 / 2016	413.665.1460



**ASPHALT RUBBER EQUIPMENT**

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

**All Equipment is OWNED and not leased or rented.**



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**CORPORATION CERTIFICATE TO ACTION**

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

THAT I am the Assistant Secretary of All States Construction, Inc., and Subsidiaries, a Massachusetts Corporation having its usual place of business in Sunderland, Massachusetts;

THAT pursuant to prior authority granted by the Directors of All States Construction, Inc., and Subsidiaries, pursuant to Massachusetts General Laws Chapter 156B, Section 59, the following continuing and durable power and authority has been

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

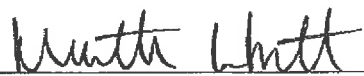
I hereby certify that the above is a true and correct copy of the record; that said authority has not been amended or repealed, and is in full force and effect as of this date; and that the said **Richard J. Miller**, **Alan L. Chicoine** and **James P. Tudryn** remain as authorized agents of the Corporation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

Seal

ATTEST:

April 5, 2021

Date

  
Assistant Secretary – Heather Whittier





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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

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

<b>PRODUCER</b> Reagan Insurance 8 E Main Street P O Box 191 Marcellus NY 13108	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): 315-873-2094      FAX (A/C, No.): 315-673-1121 E-MAIL ADDRESS: certificates@reagancompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> All States Construction, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	ALLSTAT-02	INSURER A: Old Republic Insurance Company      24147
		INSURER B: Hanover Insurance Companies      22292
		INSURER C: Old Republic (Captive)      24147
		INSURER D:
		INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 2117206730

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY311428 21	2/1/2021	2/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 400,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB311429 21	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Pet accident)	\$
							Hired Phys Dmg	\$ 150,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MWC311427 21	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equipment			RHS875076314	2/1/2021	2/1/2022	\$850,000	Ded. \$2,500
B	Installation Coverage			RHS875076314	2/1/2021	2/1/2022	\$1,000,000	Ded. \$1,000

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

General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.

Automobile: Additional insured is on a primary and non-contributory basis as required by written contract

\*MCS90 endorsement applies

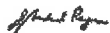
Waiver of subrogation is included on the General Liability, Auto, and Workers Compensation policies as required by written contract

Auto Hired Physical Damage Deductibles \$250 Comp / \$500 Collision

\*Workers Compensation: NY, CT, DE, FL, MA, ME, NH, NJ, PA, RI, TX, VT

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Town of Henniker Town Hall 18 Depot Hill Road Henniker NH 03242	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Reagan Insurance		NAMED INSURED All States Construction, Inc. & Subsidiaries 325 Amherst Rd., P.O. Box 91 Sunderland MA 01375	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

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

Certificate holder is named as an additional insured on the General Liability and Auto Liability policies.  
 Project: Chip Seal Bid 2021

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20-37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

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

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

However:

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

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

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

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All persons or organizations when required by written contract	The products as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.
- However:
1. The insurance afforded to such vendor only applies to the extent permitted by law; and
  2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:**
1. The insurance afforded the vendor does not apply to:
    - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - b. Any express warranty unauthorized by you;
    - c. Any physical or chemical change in the product made intentionally by the vendor;
    - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- C. With respect to the insurance afforded to these vendors, the following is added to Section III - Limits Of Insurance:
- If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

**Primary And Noncontributory Insurance**

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

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

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



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 12 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

All persons or organizations as required by written contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by Us applies only to the extent that the Insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS FORM APPLIES IN: MA

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**SCHEDULE**

**Name of Person(s), or Organization(s):**

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Each person or organization shown in the Schedule is an "insured" for **COVERED AUTOS LIABILITY COVERAGE**, but only to the extent that the person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in the Coverage Form.

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 01 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>

### **SCHEDULE**

<b>Insurance Company:</b> Old Republic Insurance Company	
<b>Policy Number:</b>	<b>Effective Date:</b>
<b>Expiration Date:</b>	
<b>Named Insured:</b>	
<b>Address:</b>	
<b>Additional Insured (Lessor):</b> The lessor when required by written contract to be added as an Additional Insured	
<b>Address:</b>	
<b>Designation Or Description Of "Leased Autos":</b> Any auto you lease under a written lease agreement with a term of six months or more	

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$ 1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 050 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ See PCA 050 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - a. You;
  - b. Any of your "employees" or agents; or
  - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

POLICY NUMBER:

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**SCHEDULE**

**BLANKET COVERAGE AS REQUIRED BY WRITTEN CONTRACT**

DATE OF ISSUE:

1983 National Council on Compensation Insurance.



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## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 4/14/2021  
**TITLE:** Depot Hill Road Curbing Replacement  
**INITIATED BY:** Leo Aucoin, Highway Superintendent  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Leo Aucoin, Highway Superintendent

### AGENDA DESCRIPTION:

Superintendent Aucoin appears before the Board of Selectmen to discuss the quotes he has received for curbing along Depot Hill Road's sidewalk.

The Highway Department has solicited quotes per linear foot to replace the curbing along the sidewalk of Depot Hill Road. This is the opportune time to complete the job, so it is done in conjunction with the reclaim and paving of Depot Hill. The purpose of this work is to provide the public with an ADA-compliant sidewalk. Curbing used will be vertical, and the sidewalk will be five feet, five inches overall width (5'-5") when complete.

When seeking bids, we received two:

- Granite State Curbing Setters Inc. \$18,895.55
- Tri State Curb \$15,428.50

The Highway Superintendent is recommending awarding the curbing installation to Tri-State Curb for the bid price above

**Legal Authority:** N/A  
**Financial Details:** \$15,428.50

### Town Administrator Comment:

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

*Motion to award the bid for the Curbing Installation on Depot Hill Road to Tri-State Curbing for the sum of \$15,428.50 and authorize the Town Administrator to sign all necessary paperwork.*



**Granite State Curbing Setters Inc.****Proposal**

21 Union St  
Pembroke, NH, 03275  
Office 603-210-2475  
Fax 603-210-2433

Proposal:  
Submitted To: Estimating  
Attn: Estimating  
Phone:  
Fax:

Date: 04/06/2021  
Job Name: Depot Hill Rd  
Job Location: Henniker, NH  
Project #:

Item#	Quantity (approx.)	Unit	Description	Unit Price	Total Price
	695	In/ft	5" Straight Vertical Granite Curb	\$ 24.85	\$17,270.75
	48	In/ft	5" Circular Vertical Granite Curb	\$ 33.85	\$ 1,624.80

**Notes:**

2021 Install

Price for 1 mobilizations. Any mobilizations after will be subject to a \$2,500.00 fee.

Price does not include sales/use tax.

Price does not include pouring of concrete supplied by others.

Please note a minimum of a four-week lead time for scheduling will ensure timely mobilizations.

Price is for installing granite curbing off binder course pavement. Granite curbing set off gravel will have a substantial price increase.

¾" Crushed gravel may be required depending on site soil composition.

All footages approximate, job is field measured upon completion.

Reset curb does not include sandblasting, cleaning or removal for stockpiling

Please feel free to call if you have any further questions. Good Luck. Thank you,

Jake- Operations Manger

Michael- President



13 Dunklee Road  
 Bow, NH 03304  
 PH: 603-232-9006  
 FX: 603-715-5067  
 info@tristatecurb.com

# PROPOSAL

# 9927

PROPOSAL  
 SUBMITTED TO:

## Estimating

DATE: **03/19/2021**

JOB NAME: **Depot Hill Rd**

JOB LOCATION: **Henniker, NH**

PROJECT NUMBER:

ATTN:

PHONE:

FAX:

Quantity	Unit	Description	Unit Price	Total Price
700	LF	5" Straight Granite Curb	\$22.00	\$15,400.00
1	LF	5" Curved Granite Curb	\$28.50	\$28.50

We hereby propose to furnish and install - complete in accord  
 specifications, for the estimated

Dollars (\$ 15,428.50 ).

**Project Notes:** FIELD LAYOUT, TRAFFIC CONTROL AND CONCRETE TOE BY OTHERS.  
 CONTRACTOR MUST DIG-SAFE PROJECT AND LIST TSC AS AN EXCAVATOR.  
 PRICE INCLUDES ONE MOBILIZATION

Terms: Unless otherwise specified, payment is due in full net 30DY .

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
 Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 90 days.

## Acceptance of Proposal

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

**To confirm order and schedule please sign and return.**  
**Thank you**

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



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## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 4/14/2021  
**TITLE:** Transfer Station Hours and Commercial Use  
**INITIATED BY:** Kristen Mix, Transfer Station Superintendent  
**PREPARED BY:** Joseph R. Devine, Jr. Town Administrator  
**PRESENTED BY:** Kristen Mix, Transfer Station Superintendent

**AGENDA DESCRIPTION:**

Superintendent Mix appears before the Board to discuss two separate items.

The first is the hours at the Transfer Station. While many residents are used to the hours we currently operate, we feel this may need to change. Our suggestion to the Board is to adjust the hours, our recommendation is:

Tuesday – 12:00 PM – 5:00 PM

Thursday – 12:00 PM – 5:00 PM

Saturday – 8:00 AM – 6:00 PM

This gives us a total of 20 hours, this does represent a reduction of 6 total hours. The idea of closing on Sundays was discussed during the budget process with the Board. We hope that by making these changes we can reallocate our resources to help ensure a better operating Transfer Station. A majority of the surrounding communities are closed on Sundays.

Second, we would like to discuss commercial properties, including the Town's campgrounds in the Town using the Transfer Station. The Town currently has no rules regarding this. The staff at the station are beginning to identify the problem with this. While I don't think it's a constant problem, it is getting more prevalent and should be addressed. Surrounding communities either allow commercial traffic because they have a scale or restrict it to residential use only. Henniker does not have a scale house, so we should limit the transfer station to residential use. I would recommend the change take effect Sunday, May 23, 2021, so we have time to publicize to new hours.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

1. *Motion to modify the hours at the Transfer Station beginning May 23, 2021. The hours of operation will be:*

*Tuesday: 12:00 PM – 5:00 PM*

*Thursday: 12:00 PM – 5:00 PM*

*Saturday: 8:00 AM – 6:00 PM*

2. *Motion to restrict the transfer station to residential use only.*



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## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

---

**DATE:** 4/14/2021

**TITLE:** Update from the Town Clerk/Tax Collector

**INITIATED BY:** Kimberly Johnson, Town Clerk/Tax Collector

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

**PRESENTED BY:** Kimberly Johnson, Town Clerk/Tax Collector [Click or tap here to enter text.](#)

**AGENDA DESCRIPTION:**

The Board of Selectmen has requested biannual updates from the Town Clerk/Tax Collector. Kim will be before the Board today to discuss Liens, Abatements, and Tax Deeding.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

N/A

**Suggested Action/Recommendation:**

*Suggested Motion:*

*No action is necessary at this time. This agenda item is for informational purposes about the Town Clerk/Tax Collectors Office's current status.*



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## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 4/14/2021

**TITLE:** Record Management Committee

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

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

**PRESENTED BY:** Joseph R. Devine, Jr. Town Administrator [Click or tap here to enter text.](#)

### AGENDA DESCRIPTION:

The Town Hall has received a reappointment to the Records Management Committee. I have placed this item on the agenda to have further discussion about this committee. [NH RSA 33-A:3](#) establishes the municipal records committee. It states, in whole –

*“The municipal officers or their designee together with the clerk, treasurer, an assessor, and tax collector of each city or town shall constitute a committee to govern the disposition of municipal records pursuant to this chapter. Unless otherwise provided by a municipal ordinance, the committee shall designate the office responsible for the retention of each type of record created for the municipality.”*

RSA 33-A:1 defines “municipal officers” as:

III. "Municipal officers" means:

- (a) In the case of a town, the board of selectmen.
- (b) In the case of a city which has adopted the council manager plan under RSA 49-A, the city manager.
- (c) In the case of any other city, the mayor.
- (d) In the case of a county, the county commissioners.
- (e) In the case of a precinct, the precinct commissioners.

In speaking with Legal Services at New Hampshire Municipal Association the only people who should be serving on this committee are the ones established in the RSA. They went on to say the designee for the municipal officers is typically a Town Administrator or Town manager. The attorney from NHMA was very clear that statutorily created committees are just that, statutorily created. They are not subject to change barring a change in the statute.

The Board needs to decide if we want to continue with a Records Management Committee as established under RSA 33-A:3 or discontinue its use. Should the Board decide to continue with the committee as established by the RSA we would need to make sure the committee is only made up by representatives identified in the law any members not identified in statute would need to be removed from the committee.

**Legal Authority:** NH RSA 33-A:3

**Financial Details:** N/A

**Town Administrator Comment:**

I did do some researching on what other communities have established for Records management Committees. Every municipality that I found that has this committee established as described in RSA 33-A:3 with the committee made up of members per the RSA. I would recommend we follow suite with the RSA and the way the State of NH statute has given direction to do so.

**Suggested Action/Recommendation:**

*Suggested Motion:*

*No action is necessary at this time if the board wants to continue with the committee as established per RSA 33-A:3.*



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## TOWN OF HENNIKER, NEW HAMPSHIRE

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# STAFF REPORT

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**DATE:** 4/14/2021  
**TITLE:** Town Hall Summer Hours  
**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:**

I am proposing a change to the Town Hall Hours for the Summer (Beginning Monday, May 24<sup>th</sup>).

I feel the changes I am proposing will serve the residents better by giving them more opportunities to conduct business in the Town Hall. My proposal is:

Monday	8:00 AM – 5:30 PM
Tuesday	8:00 AM – 5:30 PM
Wednesday	8:00 AM – 5:30 PM
Thursday	8:00 AM – 5:30 PM
Friday	8:00 AM – 12:00 PM

This change does not change the hour's staff are paid currently. With this suggested change, the Town Clerks Office would also start opening on Thursdays. This also would give residents more opportunities in the evening with the extra hour Monday – Thursday.

I am proposing this change in hours through October 15<sup>th</sup>.

During this time, we will keep track of the number of residents coming in to see if this would be a beneficial change in the long run as well.



**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

Concur

**Suggested Action/Recommendation:**

*Suggested Motion:*

1. *Motion to modify the hours at Town Hall as presented from May 25<sup>th</sup> until October 15<sup>th</sup>.*



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## TOWN OF HENNIKER, NEW HAMPSHIRE

# STAFF REPORT

**DATE:** 4/16/2021  
**TITLE:** Changes to Dental Insurance  
**INITIATED BY:** Joseph Devine, Town Administrator  
**PREPARED BY:** Joseph Devine, Town Administrator  
**PRESENTED BY:** Joseph Devine, Town Administrator

### AGENDA DESCRIPTION:

The Town currently offers dental insurance to all our employees. The demographics for dental insurance are:

No Coverage	3	
Single	5	
2-person	8	
Family	14	
Total	30	Yearly cost to the town \$14,218

Of the 27 people currently on the dental plan, 22 responded to a survey about our current plan and switching. Eighteen people are interested in switching plans, and four are happy with the plan we currently have.

We also asked the staff if switching which plan would they like to change to during the survey. We gave the option of two different plans (4C and 17A)

	4C	17A
Diagnostic & Preventative	100%	100%
Basic Care	80%	50%
Major Care	N/A	50%
Orthodontics	N/A	50%
Deductible	\$0	\$0
Plan Maximum(Per Person)	\$1,000	\$1,500

Five employees selected 4C

Thirteen Employees selected 17A

Annual Cost (Increase over current plan)

Single	\$402 (\$211)	\$448 (\$258)
2-Person	\$785 (\$412)	\$869 (\$496)
Family	\$1,547 (\$812)	\$1,590 (\$856)

The Board will need to decide if they want to change the plan and if they do change, will the employees pick up the difference/a portion of the difference/or will the Town? Below will be in the increase to employees' weekly contributions:

Single	\$0	\$4.06	\$4.97
2-Person	\$0	\$7.93	\$9.54
Family	\$0	\$15.63	\$16.47

The total cost of plan 17A is \$31,456.56, which is a difference of \$17,338 above our current plan. In speaking with Finance Director, the Town is in a position to split the increase (\$8,669) with the employees.

The rates we are given through Healthtrust are based on a minimum of 75% of all eligible employees who do not otherwise have dental coverage. I mention this only if we ask employees to contribute to dental insurance; We may have employees elect not to take coverage.

**Legal Authority:** N/A

**Financial Details:** N/A

**Town Administrator Comment:**

I also feel we should add plan 17A with the Town picking up 50% of the increase, reducing the employee's burden. In speaking with the Finance Director, we have money in the budget to cover the cost.

**Suggested Action/Recommendation:**

*Suggested Motion:*

- 1. We move to increase the Towns contribution to dental insurance as detailed by the Town Administrator and change to plan 17A.*

## DRAFT

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**Town of Henniker  
Board of Selectmen Meeting  
Tuesday, April 6, 2021  
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:** Bob French, Doreen Connor, Dave Currier, MaryEllen Schule, Fire Chief Jim Morse, Stephanie Teaze, Elizabeth Bitters, Danny Teaze, Bill Marko, Arnie Huftalen, Melanie & Patrick, Michael Pon, The Messenger, Mathew Wicz..., Joan O'Connor, Heidi Aucoin, Burns Barford, Alison, Police Chief French, Jean, Devin Patterson, Jan's iPhone, Tom Patenaude, Arthur Mallett, Ross Bennett

### Consent Agenda

Item 1: Consent Agenda from March 29, 2021

Item 2: Tax Refund Request Map 1 Lot 583-L

**Selectman Parker moved to approve the consent agenda as presented. Vice Chair Hooper seconded. Motion carried 4-1 (Flynn).**

### Public Comment #1

No public comment

### NEWBUSINESS

Item 3: Music on Main Street

Bob French stated they are looking to close Main Street on September 18, 2021 starting at 8am for set up and Music on Main Street taking place from 10am-4pm.

**Selectman Parker moved to authorize the schedule and begin planning for Music on Main Street September 18, 2021. Vice Chair Hooper seconded. Motion carried 5-0.**

Item 4: Noise Ordinance

Doreen Connor, representing Melanie & Patrick, stated that Henniker has had a noise ordinance since July 1990 and that the ordinance has previously been amended by the Board of Selectmen in addition to the noise ordinance that exist in zoning passed by the town. Currently

## **DRAFT**

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the ordinance prohibits unreasonable noise, noise that interferes with residents' quiet enjoyment of their property. It is difficult to enforce since what is unreasonable varies from person to person.

The fact the town has had a noise ordinance for decades, Doreen Connor attempted to create a noise ordinance targeted at vehicle use only and will not impact equipment or guns. The sole focus is vehicle use on private property. The families living across from the gravel pit in questions have recorded decibels readings as high as 90 decibels and have called Henniker Police multiple times to come on the property and measure the decibels. Doreen Connor stated the noise is so loud that even with the windows closed and the tv on that Patrick and Melanie can still hear the noise.

Police Chief French stated for the Police Department that they do not know who to issue the summons to since right now the issue is with a group of motorcycles, how does the department determine which one or ones are over? He stated measuring the done by Fish & Game standards is complicated and explained the degrees, RMPs, cylinders that need to be measured and that most off-road dirt bikes do not have tachometers. Chief French stated it is not that the department does not want to do anything, but they need to ensure anything they do pursue will hold up in court.

Chair Blomback stated he sees all sides and spoke with Melanie & Patrick earlier and offered them the opportunity to speak.

Melanie stated that they live with very loud noise for 40-45 hours a week and have to leave their home since they cannot live there, even with the windows closed and the TV on. She stated they cannot enjoy their yard and have to move.

Patrick stated they have been living there a long time and last year the dirt bikes started and they thought they could outlive them. Patrick has spoken with the landowner the bikes are using but the noise is persistent and chronic now and it is unacceptable to do this to your neighbor.

Chair Blomback stated he also spoke with the landowner who indicated there are 7 people who have permission to ride down there. Chair Blomback stated it is unknown if it is those 7 or illegal riders that are trespassing on the property.

Melanie stated there are many there every day, even when the 7 allowed are away at competitions. Chair Blomback suggested looking at who is riding on the property. Vice Chair Hooper stated it is not a one-off issue and would like Chief French and Doreen Connor to work together to draft a reasonable ordinance.

Selectman Flynn stated he would like to see a town wide ordinance since there are other properties in town that have issues. He also recommends Town Counsel provide guidance on

## DRAFT

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the ordinance as well. Selectman Flynn had been to the site to witness first hand and stated the noise is hard to put up with and it will not be easy to draft an ordinance that will satisfy everyone.

Selectman Parker's audio connection was not solid but, Selectman Parker recommends citing the land owner rather than the individual motorist and putting the responsibility on the landowner.

Chair Blomback stated is concern of unintended consequences since Pat's Peak has equipment that can be loud in a residential area. Joe Devine stated businesses are exempt from the noise ordinance. Vice Chair Hooper stated she would like Doreen and Chief French to work together since there are issues in other parts of town as well. Selectman Flynn agreed with Vice Chair Hooper and that Chief French and Doreen's work will be brought back to the Board and presented at a first reading.

Chair Blomback asked about the impact on OHRV trails since some are public and some are private. Doreen Connor stated the ordinance would not impact public roads and only impact private property. Chair Blomback reiterated his concern of unintended consequences and what it will mean for OHRV clubs and snowmobile clubs. Vice Chair Hooper stated this is a different issue as the noise is stationary at one property.

Patrick stated that OHRV's are a nuisance but as Vice Chair Hooper pointed out they drive past and are gone, they are not doing lap after lap after lap, which nobody wants in their neighborhood. Patrick stated that OHRV's are stopped from parking in parking lots and unloading and that private land owners are the issue.

**Vice Chair Hooper moved to proceed to have Attorney Doreen Connor meet with Police Chief French and other parties as necessary to draft an ordinance and bring it back before the Board. Selectman Parker seconded. Motion carried 5-0.**

Chair Blomback stated his concern that other parties include businesses, OHRV, snowmobile club as they will be impacted based on what is written. Selectman Flynn stated he wanted to encompass all potential noise makers as part of the discussion then his audio and video connection cut in and out.

### Item 5: Fire Department Donation

Fire Chief Jim Morse stated one of the gas meters used to check houses failed. He looked into pricing and found new models that sense explosive gases which the Fire Department is in favor of the new models. The new models are expensive but the Fire Fighter Association and Henniker Auxiliary Club have generously donated the funds.

## DRAFT

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**Vice Chair Hooper moved to accept the donations of MultiRae Lite Gas Detectors from the Henniker Firefighters Association valued at \$2,171 and Henniker Auxiliary Club valued at \$2,000. Selectman Flynn seconded. Motion carried 5-0.**

Chair Blomback expressed his appreciation to both organizations for their donations.

### Item 6: Town Hall Boiler

Joe Devine stated the Labor Department had come through in January 2021 failing the boiler, but the town was granted an extension until April 27<sup>th</sup>. Joe read both bids that came back and stated the lower bidder would not be able to meet the deadline, and there will be daily fines for each day pass the deadline. Selectman Osgood asked about the deadline. Joe stated that businesses that burn oil are required to have a boiler certificate. Chair Blomback stated the deadline seems arbitrary and asked Joe to reach out for an extension. Vice Chair Hooper stated her concerns over employee exposure and health issues.

**Vice Chair Hooper authorize the Town Administrator to sign an agreement with Morrill Heating and Cooling to replace the boiler at Town Hall for \$19,250. With the funds coming from the Town Owned Buildings ETF. Selectman Flynn seconded. Motion carried 4-1 (Osgood).**

### Item 7: Manhole Covers

Joe Devine stated that one of the quotes did not include flaggers but that quote has been updated in the online packet for tonight. NHDOT (New Hampshire Department of Transportation) will be resurfacing 114 in town from south of Post Office Place and two quotes have returned.

Vice Chair Hooper asked why the Road Agent was not present. Joe stated he was unable to attend. Vice Chair Hooper asked about the manhole covers if they will be replaced or fixed. Joe stated the manhole covers will not be replaced or repaired, but it can be taken up with the Road Agent. Vice Chair Hooper would like the manhole covers inspected to see how many need repair or replacement.

*Selectman Osgood moved to authorize the Town Administrator to execute an agreement with SUR Construction to raise the 20 manhole frames and covers. The cost will be at minimum \$9,500 and should not be more than \$13,950. Motion carried 4-0 (Selectman Flynn cut out in the middle of the motion and rejoined after the motion was made)*

### Item 8: Building Inspector Job Description

Joe Devine stated Henniker passed the amendment at Town Meeting and as part of hiring and process thought it would be good to look the job description over and asked for the Board's approval. The Board had a brief discussion and Selectman Parker's audio connection cut in and out.

## DRAFT

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**Selectman Flynn moved approve the adjusted Building Inspector job description and recommends as presented. Vice Chair Hooper seconded. Motion carried 5-0**

Item 9: Changes to Town Health/Dental Insurance

Joe Devine reviewed the current Town Health & Dental policies compared to the new proposed policies. Vice Chair Hooper asked about the prescription tiers. Selectman Flynn asked about the difference between a FSA and HRA. Chair Blomback stated the bottom line is there is no additional cost to the town. Joe confirmed but if an employee wants the Cadillac plan with better benefits, they have to absorb that cost and have a higher deductible plan, which is cheaper for the town and why he would like to put the town savings into a HRA to cover half of employee's deductible.

Selectman Flynn asked how employees will be informed. Joe Devine stated Health Trust will come in during open enrollment and have multiple meeting with employees. Vice Chair Hooper recommend the first presentation be recorded for employees and the set up multiple days for employees to speak with Health Trust and make a choice.

**Selectman Parker moved to authorize the Town Administrator to work with Health Trust in adding the additional health insurance options, including adding the difference in the cost of the high deductible plan into an HRA for the employee. Selectman Flynn seconded. Motion carried 5-0.**

*Dental*

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

Item 10: DOT Meeting Update

Selectman Osgood requested the item be on the agenda. DOT is planning a rotary for the intersection of Old Concord Road and 202 intersection by the Dunkin Donuts. Vice Chair Hooper had also attended the DOT meeting and stated an overpass/underpass will be a better solution with the traffic concerns and planning for the future.

Fire Chief Morse agreed with Vice Chair Hooper and stated he believes many people from Hopkinton feel the same way, despite it being more expensive. Vice Chair Hooper stated a rotary may help the current situation but we need to build and plan for 30 years out and that a rotary will greatly impact commuters and emergency responders trying to reach Concord. She stated she hopes the Board will be more vocal and push back against NHDOT.

Fire Chief Jim Morse stated the DOT accident numbers from 2009-2018 presented are not accurate and low because it only includes the State Police who responded and none of the local first responders' reports were taken into account. Chief Morse stated he is in the process of compiling accurate numbers from his records, Hopkinton Police, and Concord Dispatch. Vice Chair Hooper also recommended checking with Merrimack County Offices.



## DRAFT

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Selectman Osgood stated if both towns' folks care that much, they need to contact DOT and let them know that a rotary is not acceptable and the people want an overpass/underpass.

### OLDBUSINESS

#### Item 11: Hometown Hero's

Dave Currier presented the Legion's plan for the Hometown Hero's banner program to place 14 banners on the telephone poles starting at Community Park and going down towards the Old Concord Road cemetery. The banners are set up before Memorial Day and taken down after Veteran's Day to preserve them from the winter elements.

Vice Chair Hooper asked how one goes about purchasing a banner and what is required. Dave stated once the Board approves all anyone has to do is contact Concord for Hometown Hero's Banners, and meet their requirements and they will handle the rest.

Selectman Flynn asked if the banners would be hung from lamppost or telephone poles; lamp post. There was discussion regarding ownership of the lamp post between the town and NEC (New England College). Selectman Flynn would like to meet with NEC again regarding alternating town banners and college banners throughout the downtown. Vice Chair Hooper stated her concern hanging the banners from utility poles given the current litigation with PSNH.

**Chair Blomback moved to approve the banners as presented and to attach to the lamp post until permission to hang from the utility poles is granted; and authorized Joe Devine to contact the utility company for permission. Vice Chair Hooper seconded. Motion carried 5-0.**

#### Item 12: Committee Assignment –Azalea Park

**Chair Blomback moved to appoint Selectman Osgood to the Azalea Park Committee as the Selectman Representative. Selectman Osgood seconded. Motion carried 5-0.**

### OTHERBUSINESS/CORRESPONDENCE

#### Item 13: Acceptance of Board of Selectmen Meeting Minutes March 24, 2021

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

#### Item 14: Town Administrator Report

- COVID-19 Update–As of March 31, 2021 we have 6active cases (0.12% of population), we have had 9new cases in the past fourteen days, a total of 209cumulative cases (4.24% of population) a positivity rate of 1.7% and 5,634 tests have been conducted on Henniker residents.
- Woodman Park and Soldiers Memorial–Part of the 2021 budget included resurfacing the Veterans Memorial. In speaking with the Henniker Beautification Alliance they are now interested in possibly moving and creating a new area within the park. I have attached a plan being proposed. From my understanding from the committee no town funds will be used other than what was already budgeted for in the resurfacing of the memorial. They do have

## DRAFT

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landscape companies and others willing to donate time and resources for completion. The plan I have attached is still in the infant stage but we wanted to make sure the Select Board was aware of the discussion. The Water Department will also be working in this area so I have suggested the Beautification Alliance reach out to the Water Department so work isn't done just to have it removed because of the water project.

### ***By consensus the Board tasked the Historic Committee to review***

•NH Room and Meals Tax Revenues –As of this writing, two of three spokes of the New Hampshire State government budget writing and approval process have agreed with increasing the amount of money Granite State cities and towns would receive through the meals and rooms (M&R) tax collections. In presenting his FY 2022 -2023 budget proposal in February, the Governor has proposed a \$10million increase in M&R tax distribution from \$68.8 million to \$73.8 million in FY'22 and from \$73.5 million to \$78.8 million in FY 23. These increases, however, are subject to the M&R tax generating increased revenues to cover these increased expenses. On March 11th, the New Hampshire Senate on a 24-0 vote unanimously approved SB 99 which would fully fund the 40% of M&R revenues state statues requires, instead of the current 22% that has been in place for a number of years. The Senate then voted to table SB 99, which is a procedural process to hold on to the bill until they get the State operating budget proposal. This enables the Senate to get the funding measure in the operating budget. Currently, the Town of Henniker receives M&R tax distribution of approximately \$249,000. We do not have data yet on what either the Governor's budget proposal or SB 99 would means specifically to Henniker. But should \$249,000 be approximately 22% of collections as reported, then the Governor's budget proposal should yield approximately \$320,250 in FY '22 and \$409,312in FY'23 for Henniker. And the full 40% of M&R tax collections as called for in SB 99 would yield approximately \$534,000 for Henniker in both years of the State operating budget. At this point there is no indication where the House of Representatives may stand of the M&R tax revenue issue. The House is the first body after the Governor proposes a budget that works on their budget proposal. The House needs to act in early April to approve its version of the budget and to pass it over to the Senate for their efforts. Attached for the Board's information is a copy of a press release issued by the State Senate upon the passage of SB 99

### Item 15: Selectmen Reports

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

Selectman Parker stated summer paving bids came back yesterday and the Road Agent is reviewing them now and will bring forward at the next meeting.

Selectman Flynn stated that the Water Department sent him a letter to inquire with the Athletic Committee to find out their schedule for the season since there will be a lot a disruption in front of the baseball field this season.

### Public comment #2

Heidi Aucoin spoke about Woodman Park and how the Beautification Committee wanted the Historic Committee to review to see if it is even plausible and that nothing can happen until the changes to Circle Street and Depot Street have been made.

## **DRAFT**

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Heidi also spoke about the lamp post downtown and that she believed the college bought some south of the bridge in front of the Simon Center although the town pays for the electric. She stated she hopes a liaison will be created with the college to coordinate wreathes, flags, and banners throughout the year. Vice Chair Hooper stated with NEC being founded after WWII to provide higher education for those returning home, she believes NEC will support.

**Vice Chair Hooper moved to adjourn. Selectman Parker seconded. Motion carried 4-0 (Selectman Flynn cut out again before he could vote).**

**Adjourned at 8:30**

UPCOMING DATES

April 13, 2021 –Road Management Committee Meeting

April 20, 2021 –Board of Selectmen Meeting

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

**Assessing**

**Building**

**Fire**

**Highway**

**Police**

**Rescue**

**Town Clerk/Tax Collector**

**Transfer Station**

**Wastewater**

**Welfare**



# TOWN OF HENNIKER, NEW HAMPSHIRE

## **MEMORANDUM**

**Selectmen's Office**  
*Administration, Finance,  
Assessing, Planning,  
Zoning & Building Permits*  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3221  
Fx (603) 428-4366

**Town Clerk / Tax Collector**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-3240  
Fx (603) 428-4366

**Transfer / Recycling Center  
Parks and Properties**  
18 Depot Hill Rd.  
Henniker NH 03242  
*Physical:* 1393 Weare Rd.  
Ph (603) 428-7604

**Cogswell Spring Water Works**  
146 Davison Rd.  
Henniker NH 03242  
Ph (603) 428-3237  
Fx (603) 428-3362

**Wastewater Treatment Plant**  
18 Depot Hill Rd.  
Henniker NH 03242  
Ph (603) 428-7215  
Fx (603) 428-8312  
*Physical:* 199 Ramsdell Rd.

**Highway**  
18 Depot Hill Rd.  
Henniker NH 03242  
*Physical:* 209 Ramsdell Rd.  
Ph (603) 428-7200  
Fx (603) 428-7200

**Police**  
340 Western Ave.  
Henniker NH 03242  
Ph (603) 428-3213  
(Dial 911 for an Emergency)  
Fx (603) 428-7509

**Fire & Rescue**  
216 Maple St.  
Henniker NH 03242  
Ph (603) 428-7552  
(Dial 911 for an Emergency)  
Fx (603) 428-7628

Helga Winn, Assessing Technician  
18 Depot Hill Road  
Henniker, NH 03242  
Phone 603-428-3221 x 2 ~~~ Fax 603-428-4366  
[Assessing@Henniker.org](mailto:Assessing@Henniker.org)

**TO:** Joe Devine, Town Administrator  
**DATE:** April 7, 2021  
**RE:** Monthly Report

### Assessing Report for March 2021

- Monthly maintenance of new deeds, address changes and online tax maps.
- Three Intents to Excavate approved for lots 605, 605-A, and 615.
- Warrant and bills issued for two Reports to Excavate: \$827.48.
- Four additional abatements received on March 1, 2021.
- Abatements forwarded to Vision Government Solutions for review and recommendations.
- Field work (Pick-ups of zoning permits, UCs, etc.) completed by Assessing Field Supervisor.
- Notified campground owners of annual list due to Assessing Office and scheduled Assessor's visit in April to take inventory of all three campgrounds.
- Continuation of review of all applications for exemptions/credits received.
- Data entry of Pick-Ups has begun.
- Land Use Change Tax bill and warrant issued for lot 723-D: \$9,017.00.
- One week of vacation coverage in TC/TX office.



Monthly Building Department Report  
March 2021

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TO: Joseph Devine, Town Administrator

FROM: Wendy Baker, Land Use Coordinator

The following is a record of permits issued for the month of March 2021:

Zoning: Single Family Home (3) Two Family Home (1) Glass Solarium Addition (1) Interior Remodel (2) Pool (1) Metal Box Container (1)

Permits /COs/Inspections	Quantity	Revenue
Zoning Permits	9	\$1,975.00
Demolition Permits	1	\$75.00
Driveway	2	\$150.00
Assembly Permits	0	
Raffle Permits	0	
Sign Permits	0	
Tent Permits	0	
Hawk & Peddler	0	

Town building rental/use:

Town Buildings	Rented/Reserved	Revenue
Community Center (upstairs)		
Grange (Does not include Caseworker & CAP)	9 Food Pantry open 2x week 1	N/C for Girl Scouts, AA Food Pantry- permanent Basketball \$50.00
Bandstand		

Respectfully submitted,

*Wendy Baker*

# Town of Henniker, NH

Permits Issued March 2021

Type of Application	Permit # Assigned	Date Permit Issued	Comm / Res	Street Number	Street	Description	Estimated cost	Fee Collected	Owner of Record	Contractors
Zoning	Z 21-07	3/2/2021	RN	11	Highland Drive	New Single Family 4 bedroom home w/ 2 car garage	\$285,000	\$400.00	Tech Built, Inc.	Tech Built, Inc.
Zoning	Z 21-08	3/2/2021	RN	191	Davison Road	New Single Family 4 bedroom home w/ 2 car garage	\$250,000	\$400.00	Sharon Buetow/Christy Silver	Romes Homes LLC
Driveway	DR 21-02	3/2/2021	RN	191	Davison Road	New Driveway		\$75.00	Sharon Buetow/Christy Silver	Romes Homes LLC
Zoning	Z 21-09	3/3/2021	RV	259	Juniper Ridge	Glass Solarium	\$106,253	\$75.00	Ryan Towle	Great Day Improvements
Zoning	Z 21-10	3/3/2021	RV	72	Fairview Avenue	Kitchen Remodel	\$18,000	\$75.00	Katherine & Stephen Kushmerek	2020 Technologies
Zoning	Z 21-11	3/11/2021	RN	382	Colby Hill Road	New single family home w/2 car garage	\$290,000	\$400.00	Tyler Martel & Alicia Woodruff	
Zoning	Z 21-12	3/11/2021	RR	281	Longview Drive	18' above ground pool / extend existing deck	\$25,000	\$75.00	Richard & Michelle Joyce	
Zoning	Z 21-13	3/17/2021	RR	596	River Road	Rebuild 6 bedroom 2-family home on existing foundation	\$425,000	\$400.00	Tisbury LLC/ applicant Paul Rendell	Paul Rendell
Driveway	DR 21-03	3/17/2021	RR	37	Bear Hill Rd	Construct Driveway on Peasley Rd		\$75.00	AnneMieke Verloop Richard & Greta Verloop	Scott Dias Custom Building
Zoning	Z 21-14	3/17/2021	CV	660	Western Avenue	8 x 40 Metal storage container	N/A - Lease	\$75.00	William & Cathy Bates	
Demolition	DE 21-03	3/17/2021	CV	19	Rush Road	Demolition of a Garage, Bedroom & Bath		\$75.00	McMurphy Family Revocable Trust	
Zoning	Z 21-15	3/26/2021	CV	19	Rush Road	Turn 2nd 1/2 story into a full story and adding 1 living unit	\$90,000	\$75.00	McMurphy Family Revocable Trust	

# Henniker Fire Department

March 2021

March of 2021 consisted of 28 total calls for Henniker Fire. The calls ranged from Carbon Monoxide, Chimney fires, Fire Alarm activations, Smoke in buildings, Power lines down, Ice rescue, Electrical Fire, EMS assists, Fuel oil Spill, Building fires and Brush fires.

Monthly Fire Training consisted of Ice and water rescue boat training.

Brush fire season is upon us. With no green up yet, and dry conditions, fires will start and spread quickly. Please be vigilant and help our community prevent forest fires.

Henniker Fire Fighters Association and Henniker Fire Auxiliary have donated the money to purchase 1 MultiRae Multi Gas Monitor and 1 QRAE 3 MultiGas Detector. Our department has had two multi gas meters for over 20 years. One recently stopped working and the other due to its age, will need replacement. The replacement of these meters will ensure the safety of our firefighters and the safety of our town people. Many times, the department will get called out for a detector alarm sounding. The new multi gas meters will give us the confidence to reassure the homeowner or building owner the building is safe to occupy. This is a necessity when lives are at stake. We thank the Auxiliary and the Fire Fighters Association for their generous donation. We are hoping the select board understands the importance of the meters and will accept this generous gift.

Thank you,

Chief Morse



2/10/2021

To Town Administrator Joe Devine and the Henniker Select Board,

Moving into March and its potential for all sorts of weather conditions have kept myself and my crew on our toes. First day of the month we at Highway dealt with freezing, unfortunately one of our trucks lost controls and was damaged. No one was injured in the accident and the department repaired the damage on the truck. That storm was one of only two events that Highway needed to apply salt, and on we never had to plow at all throughout the month. Moving into mud season we posted the roads effective the 8<sup>th</sup> and limited truck traffic. Highway spread approximately six full loads of gravel in several locations in town though out town to control minor mud issues and then allowed Mother Nature to run its course. A fresh twelve ton load of asphalt patch was purchased from Pike Industries on the week of the eight and we started repairing pot holes thereafter. Henniker experienced several high wind events, we only had a few trees down most of which were not road side trees but coming in from the abutting properties. The Highway department sub contracted John Brown Tree Service to remove a line of dead trees from the side of Flanders Road and also remove trees on Depot hill Road for the upcoming road project. The highway department typically removes problem trees as long as we can fall them safely, but for those that are a little more challenging we hire in bucket truck and chipping crew. I will note that with the issue of Ash trees it very difficult to keep up with the removal process of dying trees and more money should be allocated to that line item expense next year to try and catch up. As the month progressed highway started a tree and brush removal process along a section of Western Ave that is currently under construction in hopes that it will allow more day light and air movement along that section. As the month of March is ending the dirt roads have show major improvements as the winter frost is lifting and regular road grading and raking are taking place.

Leo Aucoin  
Superintendent  
Henniker Highway

# HENNIKER POLICE DEPARTMENT

## Memo

**To:** Joseph Devine, Town Administrator

**From:** Chief Matthew French

**Date:** April 8, 2021

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March 2021 summary

There were 12 arrests which include, assault, DUI, drug violations, alcohol violations

We had 702 Calls for Service (610 in 2020) which include:

- 2 Unattended Deaths
- 2 MV Crashes
- 1 Hit and run crash
- 2 Vehicle off the road
- 12 Motor vehicle complaints
- 8 Motorist assists
- 142 MV stops.
- 16 Directed Patrols
- 16 Parking Comp/Compliance Check
- 12 Road Hazards
- 4 Domestic Disturbance
- 2 Serve DV order
- 2 Child Custody Issue
- 12 Assist Other agencies
- 31 Assist Rescue/Fire
- 25 Suspicious person/vehicles
- 8 Welfare Checks
- 2 Psychological Problem
- 1 Suicidal Person
- 4 Juvenile issue
- 7 Animal Complaints
- 12 Alarm Calls
- 5 Assist Citizen
- 1 Civil matter
- 1 Civil standby
- 12 Follow ups
- 10 Walk and Talk
- 161 Building checks
- 110 Vacant/Vacation House Checks

## Henniker EMS Incident Report for March 2021

Total number of EMS incidents for March is 67 with an average response time of 1 minute 04 seconds

Henniker	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS	4		4	5	1			10	24
ALS Intercept									0
BLS	2	2		1				3	8
Cancelled/DOA	1			1					2
Refusal		1	1	1	1			9	13
Standby									0
<b>Total</b>	<b>7</b>	<b>3</b>	<b>5</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>47</b>
Average time to Respond	0:00:40	0:00:30	0:00:54	0:01:42	0:01:09			0:00:54	0:01:00

Bradford	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS				5					5
ALS Intercept									0
BLS	1			1				1	3
Cancelled/DOA									0
Refusal				1				1	2
Standby									0
<b>Total</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>10</b>
Average time to Respond	0:00:20			0:00:57				0:03:39	0:01:26

Hillsboro	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS				1					1
ALS Intercept				1	1			1	3
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>4</b>
Average time to Respond				0:00:54	0:02:33			0:00:00	0:01:05

Hopkinton	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS	1	1							2
Cancelled/DOA				1				1	2
Refusal									0
Standby									0
<b>Total</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>4</b>
Average time to Respond	0:00:00	0:02:05		0:01:50				0:00:03	0:00:59

Deering	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept					1				1
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Average time to Respond					0:01:07				0:01:07

Warner	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS				1					1
ALS Intercept									0
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Average time to Respond				0:00:48					0:00:48

Webster	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Average time to Respond									

Weare	Alpha	Bravo	Charlie	Delta	Echo	MVA	Omega	Unknown	Total
ALS									0
ALS Intercept									0
BLS									0
Cancelled/DOA									0
Refusal									0
Standby									0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Average time to Respond									

## Providers That Teched Calls

Amount of calls providers teched in month of March

Amos	22
Andrews	0
Atkins	1
Aucoin	2
Chase	0
Cooper	1
Costello M.	0
Costello S.	3
Crisp	3
Dean	0
Donahue	2
French, Tom	3
French, Woody	1
Gagne	3
Henley	0
Hornblower	4
Lamontagne	0
Lorenze	3
Mason	0
Meade	6
Moir	0
Walsh	8
Weilbrenner	4
<b>Total</b>	<b>66</b>

Mutual Aid received in month of March  
 No mutual aid received in the month of March

Incident numbers with multiple reports  
 None

**MEMORANDUM**

To: Joseph Devine, Town Administrator  
From: Kimberly I. Johnson – Town Clerk/Tax Collector  
Date: April 7, 2021  
Subject: Town Clerk/Tax Collector Report as of 03/31/2021

**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	\$107,342.12	\$ 70,834.12	\$136,243.35

**WATER & SEWER -**

	<u>2020</u>	<u>2021</u>
Water Billed	\$706,261.33	\$272,471.89
Sewer Billed	\$626,919.64	
Uncollected	\$41,471.74	\$38,180.21

**TOWN CLERK REVENUE**

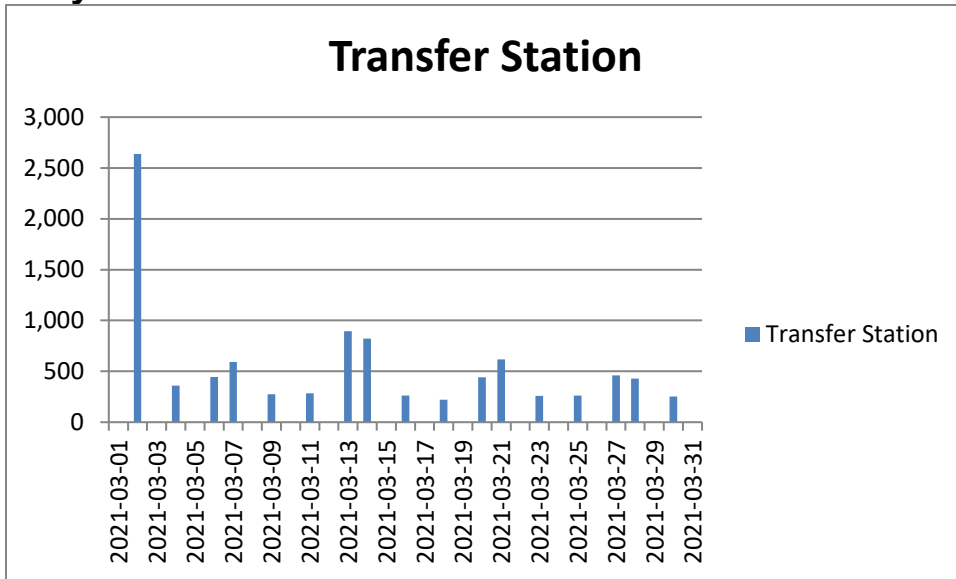
	<u>2020</u>	<u>2021</u>
MV	\$232,725.00	\$ 209,869.35
non-MV	\$ 1,974.37	\$ 3,205.18

## Transfer Station, Parks, Properties

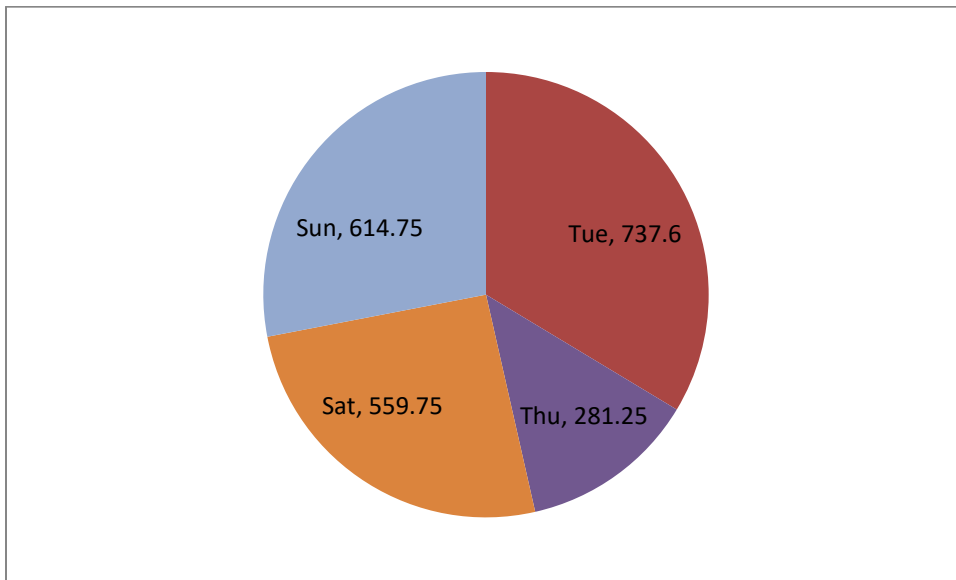
March 1st -31st

17,344 Visited the transfer station in March

### Daily Traffic



### Transfer Station Daily Residence Average



### Cassella Trash

20.69	2/5/2021
21.18	2/12/2021
19.47	2/17/2021
23.03	2/24/2021

### Naughton & Son C&D

2/11/2021	hall fee	alum cans	\$150
2/11/2021	10.13	\$810.40	\$125
2/24/2021	10.28	\$822.40	\$125

## This month's maintenance:

### Transfer Station

This week was the transfer station and landfills yearly sampling was completed as required by the state of New Hampshire per our Department of Environmental Services permit agreement

During our visit with the engineer there were only a few concerns that need to be addressed: Debris that has blown into the swells that need to be picked up and small pines that are begging to grow inside the landfill swells.

Both of these will be addressed with in the week, it is becoming more departmental to maintain basic standards that additional staff be hired for the transfer station, parks & properties.

### Parks Department

The department had a huge clean up of leaves, maintenance of the baseball field fencing is needed this year and we are currently working on repairs, dethatching the infield and outfield to help restore the lawns health to keep it beautiful sticks and leaves were cleaned up as well around town.

#### \*\* What is Dethatching:

If you've ever seen a cross-section of soil and grass roots, you've seen the layer of organic debris known as thatch. A mix of dead and living plant material, thatch forms at the base of grass plants, where stems meet roots and soil. Some organic matter, such as small grass clippings or mulched leaves, break down quickly in healthy lawns, but other materials take much longer to decompose. When buildup outpaces breakdown, your lawn's thatch layer grows thicker.

A thin thatch layer, less than 1/2-inch thick, is beneficial to lawn health.<sup>1</sup> It acts as an organic mulch to help conserve soil moisture and protect against big fluctuations in soil temperatures. A thin thatch layer allows water, nutrients and air to penetrate into soil and reach waiting plant roots. But when thatch grows thick, grass suffers.

Thatch layers of 1 inch or more become barriers instead of benefits. Thick thatch blocks water and fertilizer, and grass roots get trapped in thatch, where they're vulnerable to heat, drought and stress. Water from irrigation can accumulate in the thatch layer, too, so grass roots suffocate from lack of air. Thick thatch also provides a breeding ground for lawn disease and insect pests.

Soft ball and base ball fields are now needing to be dragged weekly if not twice a week to prevent moss and weeds from growing within the clay.

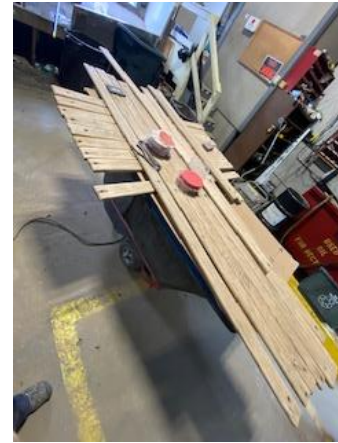
Soccer fields have been dethatched and plugged to get a head start on the season.

Some of the new trash cans have been put out within the parks this includes 2 at the community center, and 1 at the steps next to sonny's.

The businesses in town are still over whelming with filling these cans



The 4 Benches that were located around the tree next to Sonny's have fully been sanded, the metal frames have been sand blasted and are being prepped for painting this coming week and should be put out by mother's day.



### **Properties**

Community center doors and crash bars are finally being installed Monday 4/19 by New England school services

New signage was placed within the community center gazebo to remind residence there is no bike riding, skating or



State of New Hampshire  
 Water Supply & Pollution Control Comm.  
 PO Box 95  
 Concord, New Hampshire 03301

Facility Henniker Wastewater Treatment

Chief Operator Richard Slager

Month March Year 2021

Date and Day of Week	Rain or Snow (in.)	Wastewater Flow In ( MGD )(1)				Chlorine Residual (mg/L)		Lbs. of Cl.	Settleable Solids (ml/L)		pH		D.O. mg/L	Turb. NTU	Total Suspended Solids (mg/L)		Coliform (#/100 ml)
		INF.	EFF.(2)		EFF.	A.M.	P.M.		INF.	EFF.	INF.	EFF.			EFF(3)	EFF(3)	
		TOTAL	MIN.	MAX.	TOTAL												
1 (M)		0.106	0.050	0.250	0.123						7.7	6.9		0.8			1.0
2 (T)		0.110	0.030	0.200	0.116						7.9	7.0		0.7	198.0	5.0	1.0
3 (W)		0.108	0.040	0.200	0.114						8.0	7.0		0.7	186.0	4.0	4.1
4 (T)		0.109	0.040	0.290	0.151						7.9	7.0		0.8			
5 (F)		0.107	0.040	0.270	0.123						8.1	7.0		0.7			
6 (S)		0.112	0.030	0.190	0.115							7.0					
7 (S)		0.109	0.040	0.210	0.119							7.0					
8 (M)		0.102	0.030	0.210	0.114						7.9	7.0		1.2			1.0
9 (T)		0.111	0.030	0.200	0.118						8.0	7.0		0.9		5.0	1.0
10 (W)		0.107	0.040	0.290	0.135						8.1	7.0		1.2		5.0	4.1
11 (T)		0.108	0.040	0.280	0.146						8.1	6.9		1.5			
12 (F)		0.115	0.040	0.280	0.142						7.9	6.9		1.4			
13 (S)		0.140	0.050	0.200	0.139							6.7					
14 (S)		0.097	0.050	0.210	0.107							6.7					
15 (M)		0.124	0.070	0.200	0.133						7.9	6.8		0.8			1.0
16 (T)		0.120	0.030	0.260	0.151						7.9	6.9		0.9		3.0	1.0
17 (W)		0.117	0.040	0.200	0.125						7.8	6.9		0.9		2.0	1.0
18 (T)		0.123	0.050	0.210	0.127						7.9	7.0		0.9			
19 (F)		0.124	0.040	0.260	0.159						7.8	6.9		1.3			
20 (S)		0.129	0.050	0.190	0.134							7.0					
21 (S)		0.124	0.040	0.200	0.130							7.0					
22 (M)		0.120	0.040	0.190	0.120						7.8	7.0		0.9			1.0
23 (T)		0.141	0.060	0.200	0.133						8.0	6.9		0.8		3.0	1.0
24 (W)	.20 R	0.150	0.050	0.260	0.139						7.8	6.9		0.9		4.0	1.0
25 (T)		0.129	0.030	0.300	0.150						7.8	6.9		0.9			
26 (F)	.50 R	0.122	0.040	0.260	0.146						7.8	6.8		1.0			
27 (S)		0.134	0.030	0.190	0.130							6.8					
28 (S)		0.121	0.030	0.190	0.115							6.8					
29 (M)	1" R	0.133	0.050	0.230	0.141						7.8	6.9		1.0			1.0
30 (T)		0.134	0.050	0.210	0.124						7.9	6.9		1.0		4.0	1.0
31 (W)		0.149	0.070	0.340	0.170						7.2	6.8		1.2		3.0	1.0
			Max	0.340	0.170						min	6.7					
Totals		3.735	---	---	4.089	---	---				max	7.0	---	---	---	---	---
Averages		0.120	---	---	0.132						---	---	ERR	1.0	192.0	3.8	1.2

(1) Show Units (MGD or GPD)

% Removal: 98%

(2) Record only Min. and Max. of Either Inf. or Eff. and indicate which. Inf. is preferred.

(3) Before Chlorination



Date and Day of Week	B.O.D. (mg/L)		Septage gal	BOD (lbs/day)		TSS (lbs/day)	
	INF.	EFF(3)		INF.	EFF(3)	INF.	EFF(3)
1 (M)							
2 (T)	185.0	2.5		169.7	2.4	181.6	4.8
3 (W)	195.0	2.9		175.6	2.8	167.5	3.8
4 (T)							
5 (F)							
6 (S)							
7 (S)							
8 (M)							
9 (T)		3.3			3.2		4.9
10 (W)		3.6			4.1		5.6
11 (T)							
12 (F)							
13 (S)							
14 (S)							
15 (M)							
16 (T)		2.9			3.7		3.8
17 (W)		3.0			3.1		2.1
18 (T)							
19 (F)							
20 (S)							
21 (S)							
22 (M)							
23 (T)		3.1			3.4		3.3
24 (W)		2.6			3.0		4.6
25 (T)							
26 (F)							
27 (S)							
28 (S)							
29 (M)							
30 (T)		3.3			3.4		4.1
31 (W)		3.7			5.2		4.3
Totals	---	---	---	345.4	34.4	349.2	41.4
Avg.	190.0	3.1		172.7	3.4	174.6	4.1

% Removal: 98%

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

Additional Information:

Record special analyses, septage received at plant, or other operational data in the extra columns or below.

Report personnel changes, chlorine or power outages, equipment breakdowns, etc. below.

Henniker WWTP staff performed an e-col split w/NHDES lab on 3/3/2021. Results were 1.0 #100/mpn and were added to freq. of analysis and Geo. mean for March 2021.

NOTE: Send by 10th of following month to NH Water Supply & Pollution Control Commission

## Number of households

- New applications 5 inquiring assisted w/NH Rent Assist Prog.
- Ongoing encounters during month 12
- Chronic assistance 4
- Homeless calls / assistance 2 families in transition

Information and referral calls/emails received and returned.

Emails – voice messages = 40

## Type of assistance

- All new request for rent referred/assist with NH-RAP.
- Rent - \$ 3,390 vouchers – representing 4 households.
- Fuel / heating \$208 1household
- Used donation monies from Salvation and Rotary funds
- Assisting clients in NH RAP and DHHS redetermination
- Budget discussions continue with clients, tracking income / expenses. It is the one item I bring up with all clients requesting or on financial assistance.

## Administration work

- Facilitating client's documents and application for town and other agencies
- Signed 2 clients for DHHS services.
- Voucher's approval and submission
- Communication internal / external (letters/emails/phone calls)
- family have housing issues facilitating resources.

## Department work and Goals

- Want to revise application streamline it, to match GAP intake better.
- Working on issues with computer, printing, and Gap software. IT is not my strong skill.
- Facilitate getting Town Guidelines approved

"The only Henniker on Earth."



Office of the Town Administrator

*Joseph R. Devine, Jr.*

To: Board of Selectmen  
From: Joseph Devine, Town Administrator  
Date: April 20, 2021  
Ref: **Town Administrator's Report**

A handwritten signature in blue ink, appearing to read "Joseph R. Devine, Jr.", is written over the "From:" line of the header.

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I am pleased to report on the following items:

- **COVID-19 Update** – As of April 15, 2021, we have six active cases (0.12% of the population). We have had nine new cases in the past fourteen days, a total of 219 cumulative cases (4.4% of population) a positivity rate of 1.1% and 6,381 tests have been conducted on Henniker residents.
- **HB111**: The House Judiciary Committee recently sent to the full house HB111 by a vote of 19-2. This bill is very concerning to municipalities because the bill eliminates all sovereign and municipal immunity and implicitly repeals the limits on state and municipal liability for damages. It would subject countless municipal officials and employees to lawsuits for good-faith decisions made in the reasonable exercise of their discretion.

Under existing law, municipalities and their officials and employees are subject to liability for negligent and intentional misconduct but subject to various limitations and immunities.

This bill creates a cause of action "for an injury caused by an agent of the state of New Hampshire or a political subdivision in violation of a right under the laws or constitution of New Hampshire or the United States." In such an action, "the court shall not be impeded by an invocation of a state agent's defense or immunity." The bill expressly supersedes all defenses and immunities contained in any other statute.

For example, a police officer arrests someone for violating state law. The officer does everything exactly right, and the person violated the statute. Still, the supreme court rules that the statute—enacted by this legislature—is unconstitutional because it violates the arrestee's rights. Under HB 111, although the arresting officer did everything right, he is subject to liability. This will affect not only police officers but also any municipal employee or official—town administrator, Board of Selectmen, building inspector, a superintendent who might innocently take an action that is subsequently determined to have violated someone's rights.

In the past, some legislators have asked why municipalities should benefit from immunities that are not available to private businesses. The answer, as stated above, is that municipalities perform an array of services that no private business would ever consider: provide police and fire

protection, build and maintain roads, dispose of trash, protect public health, provide ambulance service, inspect buildings, and run recreation programs, to name a few. But this bill does not merely eliminate immunities and subject municipalities to the same rules as private businesses. It goes much further by depriving them of defenses available to other defendants and requiring them to pay the plaintiff's attorney fees and litigation costs, a burden that is seldom placed on private defendants.

The consequences of this legislation will be extreme. Police departments already have trouble recruiting new officers, and municipalities have difficulty finding people to serve in all kinds of positions. The prospect of being sued for every error in judgment or innocent mistake will exacerbate these problems. Litigation and insurance costs will rise, bringing property tax rates with them. Finally, municipalities may decide that it is simply not worth it to provide police protection or the many other services that will subject them to lawsuits.

- **American Rescue Plan Act (ARPA)** – Henniker has been identified to receive \$496,786.23 as part of the ARPA, with 50% coming by May 11, 2021, and the remaining 50% coming NOT earlier than 12 months after the first payment (so likely middle of 2022). Our funds will first be sent to the State who has up to 120 days to pass the funds. What is not clear yet is what the money can be spent on and what the reporting requirements will be. The Treasury Department has until May 11, 2021, to provide instructions.

Preliminary ARPA fund uses have been identified as 1) Emergency responses to the pandemic or its negative economic impacts, 2) The provision of government services due to the reduction in revenue during the most recent full fiscal year, 3) Investment in water, sewer, or broadband infrastructure, and 4) Essential employee premium pay. The management team and I look forward to working with the Board of Selectmen on identifying the best uses of the funds once the Treasury guidance is received. For reference, the City of Concord will be receiving approximately \$4.3 million, and the State will receive \$194 million.

- **Community Project Funding** – Allows local governments and qualified nonprofits to receive a one-time, small to medium-sized allocation to complete local importance and priority projects. All funds will be limited to state and local governments and nonprofits that carry out quasi-government functions.

Community Project Funds will not increase overall spending levels. The funds are also limited to smaller amounts, targeted to local communities and select nonprofits. The use of Community Project Funding has bipartisan support in Congress, with both House Democrats and Republicans supporting a transparent process to target funds to projects that make sense NH. New Hampshire has a long history of using these funds.

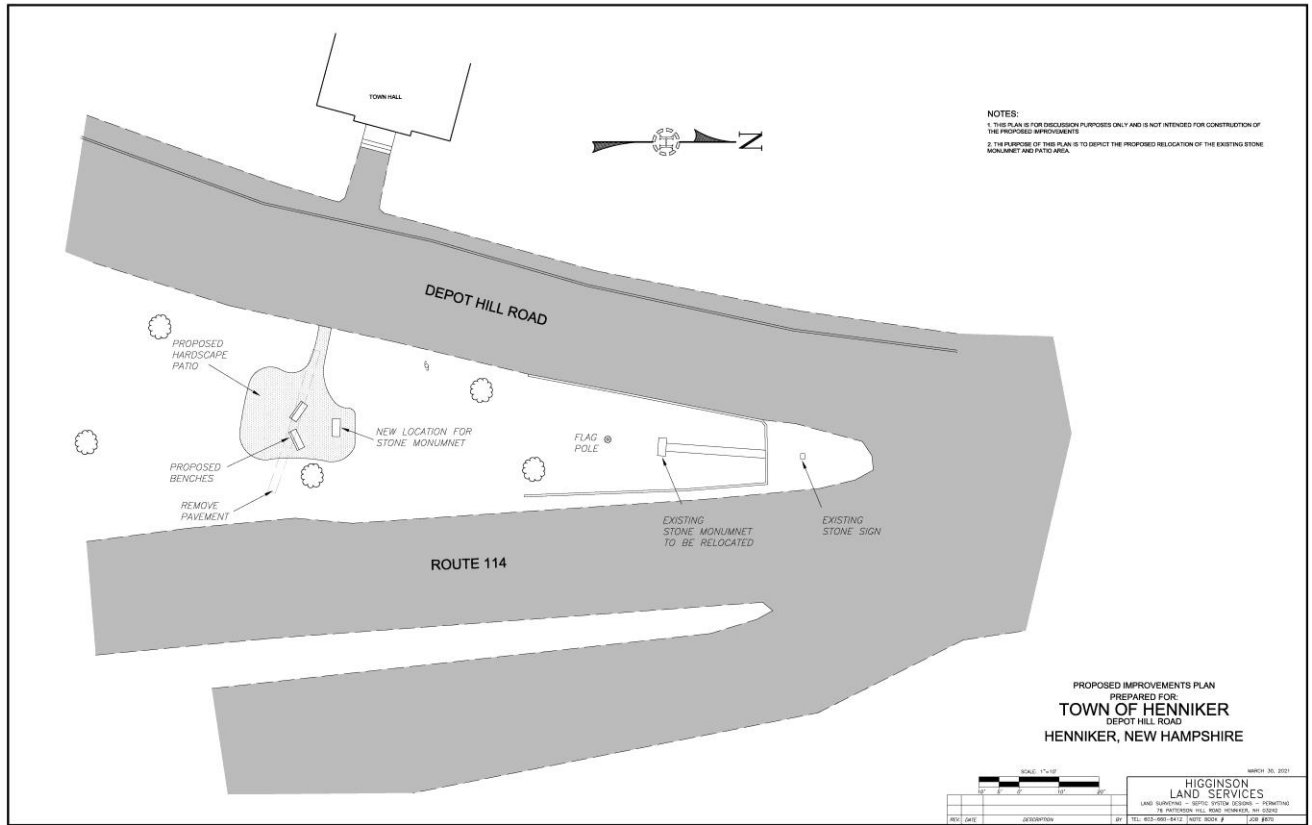
I have reached out to Congresswoman Kusters Office to see if these funds are available for Henniker. Specifically, I was looking for funds to help with the Wastewater Treatment Upgrades that failed at Town Meeting. My call with her office is later this week, and I wanted to make sure the Board was okay with me pursuing this. Also, I was unsure if the Board wanted other items brought up. We are allowed to submit more than one project, but we should have them prioritized. They can include any upgrades or infrastructure.

**Coffee with the Town Administrator** – I held my second Coffee with the Town Administrator on April 9. While the turnout was light, it was good to see residents coming out to hear what is going on in Town. Chief French came on and gave an update about the police department and some unique calls the department has been handling.

**\*\*\*The Sections below will not be reported on orally to the Board at the meeting but will use this as a chance to update on any pertinent information. Unless the Board has questions or comments and would like to address the information\*\*\***

**Ongoing Projects**

- Goal Setting with Select Board
- Vacation time vs. PTO Time
- Merit Pay/Evaluations
- Employee Ethics Policy
- Old Concord Road – Jake Brake Issue
- Hall Ave. – No Thru Trucking



NOTES:  
 1. THIS PLAN IS FOR DISCUSSION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.  
 2. THE PURPOSE OF THIS PLAN IS TO DEPICT THE PROPOSED RELOCATION OF THE EXISTING STONE MONUMENT AND FLAG POLE.

PROPOSED IMPROVEMENTS PLAN  
 PREPARED FOR:  
**TOWN OF HENNIKER**  
 DEPOT HILL ROAD  
 HENNIKER, NEW HAMPSHIRE

SCALE: 1"=40'

DATE	DESCRIPTION	BY

**HIGGINSON LAND SERVICES**  
 LAND SURVEYING - SITEC - CIVIL ENGINEERING - PLANNING  
 18 PROCTOR HILL ROAD - HENNIKER, NH 03242  
 TEL: 603-569-8412 FAX: 603-569-8411  
 LISA BERRY



## New Hampshire Senate NEWS RELEASE

FOR IMMEDIATE RELEASE: March 11, 2021  
CONTACT: Carole Alfano, 603.496.0412

### **Senate votes for property tax relief**

*SB99 gives cities and towns more Meals & Rooms money to help lower local property taxes*

**CONCORD, NH** -- In a win for taxpayers all across New Hampshire, the Senate today voted 24-0 to pass SB99 which is designed to send more Meals & Rooms (M&R) tax revenues back to cities and towns to help lower local property taxes.

Prime sponsor Sen. Denise Ricciardi (R-Bedford) called the legislation long overdue, saying, "The state has been promising to share more of the revenue generated by the Meals & Rooms tax with local communities for decades. If signed into law, SB99 will guarantee that promise is finally kept, and I am delighted we took a big step in that direction today with the Senate passing the bill unanimously."

Under SB99, cities and towns would receive 40% of the M&R revenues generated in their communities instead of the current 22%. This would mean an additional \$56 million for local property tax relief.

###