

Section III

Financial & Town Property Policies

III.1 Procurement Policy

Adopted April 2005. Effective July 1, 2005. Amended February 2008; October 7, 2008

PURPOSE

The purpose of this Procurement Policy is to obtain goods and services for the Town of Henniker at the lowest possible price consistent with the quality needed, to exercise financial control over purchases, to clearly define authority for the purchasing function, to assure the quality of purchases, to allow fair and equal opportunity among qualified suppliers and to provide for increased public confidence in the procedures followed in public purchasing.

DEFINITIONS

Major purchase means any single purchase of goods or services in the amount of \$15,000 or more. Bid process means the process of obtaining competitive bids for major purchases in accordance with this Policy. Non-major purchases means any purchase of goods or services less than \$15,000.

BID PROCESS

1. All major purchases authorized by the Board of Selectmen and/or Town Meeting shall be subject to the bid process.
2. The bid process shall be initiated by the issuance of a request for bids.
3. Notice of the request for bids shall be made in the following ways:
 - (a) Letters directly to known providers soliciting bid responses.
 - (b) Individuals and firms interested in being informed of competitive purchasing opportunities may contact the Town Administrator and be placed on the Town's bid list.
 - (c) Advertisements shall be posted in three (3) public locations within the Town of Henniker.
 - (d) Advertisements shall be placed in a local newspaper or media of general circulation soliciting bids.
4. The Department Head is responsible for establishing the bid specifications, which shall include the following:
 - (a) Bid name. Bid Submittal Deadline;
 - (b) Date, location and time of bid opening;
 - (c) Actual specifications for the project or services, including quantity, design and performance features, etc.;
 - (d) Bond and/or insurance requirements;
 - (e) Any special requirements; and
 - (f) Desired delivery or completion date.
5. Once the request for bids has been issued, the bid specification shall be available for inspection at the Selectmen's office.
6. All bids must be submitted in sealed envelopes, addressed to the Town in care of the Town Administrator, and plainly marked with the name of the bid and the time of the bid opening.
7. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt.
8. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids.

9. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.
10. Every bid received prior to the scheduled closing time for receipt for bids shall be publicly opened and read aloud by representative designated by the Board of Selectmen. All bidders and other interested persons shall be invited to be present.
11. The public opening and reading of each bid shall be at the time specified and shall include at least the following:
 - (a) Name and address of bidder;
 - (b) For lump sum contracts, the lump sum base bid and the bid for each alternate;
 - (c) For unit price contracts, the unit price for each item and the total, if stated; and
 - (d) The nature and the amount of security furnished with the bid if requested.
12. The Selectmen shall have the option of choosing up to three (3) bidders. If the successful bidder reneges, the Town can proceed with a contract with a second bidder. Up to three bids shall remain open until a contract is signed.

CRITERIA FOR BID SELECTION

In evaluating bids, the Board of Selectmen, Town Administrator and Department Head shall consider the following:

1. Price;
2. Bidder's ability to perform within the specified time limits;
3. Bidder's experience and reputation, including past performance for the Town;
4. Quality of the materials and services specified in the bid;
5. Bidder's ability to meet other terms and conditions, including insurance and bond requirements;
6. Bidder's financial responsibility;
7. Bidder's availability to provide future service, maintenance and support;
8. Nature and size of bidder; and
9. Any other factors that the Board of Selectmen determines are relevant and appropriate in connection with a given project or service.

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 and 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 Town reserves the right to investigate the financial responsibility of any and all bidders to determine the ability of the bidder to assure service throughout the term of the contract.

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. (Changes in specifications that result in the necessity of a work order revision resulting in a cost increase is addressed in Section VI.)

EXCEPTIONS TO BID PROCESS

1. **Sole Source Purchase:** If the Board of Selectmen determines that there is only one possible source for a proposed purchase, they may waive the bid process and authorize the purchase from the Sole Source.
2. **Blanket Purchase:** If a proposed purchase is not a major purchase but is anticipated to exceed \$15,000 during any fiscal year, the bid process shall be initiated and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the Board of Selectmen vote to initiate a new bid process.
3. **Emergency Expenditures:** In case of an emergency, the Town Administrator may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. In such cases, the Town Administrator shall promptly file with the Board of Selectmen a report that certifies the emergency nature of the incident and itemizes the purchase and their costs.

Emergency expenditures may include immediate repair or maintenance of town property, vehicles or equipment only if the delay in such repair or maintenance would endanger persons or property. However, even in emergencies, an attempt shall be made to get at least three (3) quotes by telephone or fax. In addition, the emergency expenditure shall be limited to the purchase of those goods or services needed to prevent the immediate harm. Any additional goods or services required to remedy the situation or prevent future harm shall be subject to the bid process.
4. **Professional Services/Consultants:** The bid process shall not apply to the Town's selection of service providers for services that are characterized by a high degree of professional judgment and discretion such as, but not limited to, legal services; auditing services; medical health or social services for Town employees, engineering and/or architecture, and risk management and/or insurance services.
5. **Utility Purchases**
6. **Advertising**
7. **Postage**
8. **Federal, state and local taxes**
9. **Court judgments**
10. **Financing or borrowing**
11. **Police special investigative costs** where disclosure may jeopardize investigation
12. **Maintenance contracts** with manufacturers of equipment purchased
13. Where the Town decides to contract with **non-profit organizations** for the provision of health, welfare, social or recreational services for the Town to the general public
14. Where the Town decides to contract with **government agencies** for the provision of governmental services
15. Sealed, publicly invited competitive bids will not be required for purchases in any situation where a contractor or supplier has defaulted upon his or her obligations to the Town and there is a security guaranteeing to the Town the performance of said obligation at no additional cost to the Town, over and above the original obligation. In such cases, the Town Administrator, with the approval of the Board of Selectmen may negotiate and award the contract to whomsoever the Town Administrator sees fit providing that said renegotiations and award does not exceed the amount of the security.
16. The Board of Selectmen, on recommendation from the Town Administrator, may waive any of the above requirements in cases where it is deemed inadvisable to solicit bids

because of, for example, the need of standardization of such materials, supplies, equipment or services, or for any other reasons which the Board of Selectmen deem to be in the interest of the Town.

17. Where it is deemed appropriate to standardize on the procurement of materials. The Town Administrator shall maintain an up-to-date listing of such standardization items or services. The procurement of such standardized items or services will be exempt from the foregoing bidding requirements. Nevertheless, Town Departments will, when reasonably possible, attempt to obtain competitive quotes from different suppliers, if any, for the standardization item or service.
18. Any major item purchase may be made without a local bid process when the service or product is available from an approved bid list awarded by the State of NH, County Federal, School District or any other entity connected with a government agency.

CHANGE ORDERS

If specification changes are made prior to the close of the Bid Process, the Request for Bids shall be amended and notice shall be sent to any bidder who already submitted a bid and a new Bid Process shall be initiated.

Once a bid has been accepted, if changes to the specifications become necessary, the Department Head must prepare a change order specifying the scope of the change and the Board of Selectmen shall approve it. The Board of Selectmen authorize the Town Administrator to approve change orders where funds are available and the change order shall not exceed 10% of the amount of the original contract. The Board of Selectmen must approve all other change orders. Once approved, the contractor and an authorized agent of the Town must sign the change order.

NON-MAJOR PURCHASE PROCEDURE

Department Heads shall have authority to purchase goods and services for a value of up to \$3,000.00. These purchases shall be made in a manner concurrent with the intent of this policy. For all non-major purchases over \$3,000.00, it shall be the responsibility of the Department Heads to provide to the Finance Director a standard purchase order form. The Department Head must accompany the purchase order form with at least three quotations or prices and specify the method by which the quotations or prices were obtained.

The purchase order shall be presented to the Finance Director for review. If the Finance Director recommends the purchase order be paid, he shall sign it and present it to the Town Administrator. By his/her signature, the Town Administrator shall approve or disapprove the purchase order.

In the absence of the Town Administrator (in emergency situations), the Finance Director shall approve and sign the purchase order.

ADMINISTRATIVE REGULATIONS

The Town Administrator is authorized to issue purchasing requirements and procedures that the Town Administrator deems necessary to carry out the requirements of this Policy.

Under no circumstances may any Town employee, Town committee member or Town board member use a Town of Henniker account membership, account vendor number, purchase order number or any other method of making a purchase for personal use under the name of the Town of Henniker. Reimbursement arrangements are not allowed under this policy.

III.2 Disposal of Surplus Material

Adopted May 17, 2005. Effective July 1, 2005. Revised October 7, 2008

After making all departments aware of such surplus items, the Town Administrator may authorize the sale of materials and equipment which he/she and the Department Head determine to be surplus to the needs to the Town where a single item or lot does not exceed One Thousand Dollars (\$1,000.00) in book value.

In cases where such item or lot exceeds One Thousand Dollars (\$1,000.00) in book value, the Board of Selectmen shall approve the sale of such materials. All such surplus materials shall be disposed of by public auction, including internet auctions or competitive quotations.

Broken, obsolete and damaged equipment that is determined to not be in working order will be thrown away.

In situations where the State of New Hampshire surplus auction is taking place for unused or/surplus items from the State, municipalities or school districts, it will be the discretion of the Department Head and Town Administrator to determine such items that, in their opinion, would bring a fair financial return for the Town if sent to said auction.

A written record shall be kept identifying each item and date and manner of disposal.

III.3 Cash Receipts Policy

Adopted June 17, 2008. Effective August 1, 2008

PURPOSE

Municipalities deposit substantial sums of money each year carrying out the many functions and services that they provide. Taxpayers have a right to expect that the municipality's operations be carried out efficiently and expeditiously with adequate financial control and accountability.

The objective of this policy is to attempt to strike a balance between the need for department operating efficiency and flexibility, and the need for financial control and accountability. It is also the purpose of this policy to implement uniform procedures for depositing funds that will provide quality and operational efficiency.

TYPES OF REVENUE

Tax Collectors Office: The tax warrants signed by the Board of Selectmen are the authorization for the Tax Collector to collect payments. These payments shall be entered in the "Point of Sale" collection software. Deposits for collections shall be made before the close of business on the next business day. Summary journals (combined with the Town Clerk's office receipts) that correspond to the deposit total shall be kept with a copy of the actual deposit ticket and kept in date order. Said deposits shall be verified through the reconciliation process with the Finance Director and the Treasurer.

Town Clerks Office: The motor vehicle registration, vital records activity, animal registration and all other fees generated by the Town Clerk's office shall be entered into the "Point of Sale" collection software. Deposits for Town revenues shall be made combined with collections from the tax office to produce one grand deposit total, which shall be kept with a copy of the actual deposit ticket and kept in date order. Said deposits shall be verified through the reconciliation process with the Finance Director and the Treasurer.

Animal Control Pickup Fines: Fines imposed by the Animal Control officer for animal violations shall be collected by the Animal Control officer (except those remitted by the Court system as a result of court action) with a receipt for the payment given to the person fined. Said receipts shall be presented to the Town Clerk with a verification of the fine and person fined for deposit and entry into the "Point of Sale" collection system. Said deposits shall be verified through the reconciliation process with the Finance Director and the Treasurer.

Transfer Station: Receipts for sale of trash and recyclables are always remitted by check from the vendors that accept our items. Said receipts shall be verified by the Transfer Station to ensure payment for deliveries made. After verification, receipts are given to the Finance Director for deposit.

Receipts for fees at the Transfer Station, which would include charges for items that are based on a fee schedule approved by the Selectmen, are to be paid at the time of disposal. Checks are the preferred method of payment, however cash will be accepted provided that a carbon receipt is provided to the customer and the original receipt is remitted with the deposit total. Receipts for checks shall be given to the customer upon request. Said deposits shall be remitted to the Finance Director upon which a total is determined, and a summary report is signed by both the Finance Director and the Transfer Station employee remitting the proceeds.

Disposal Haulers are invoiced by the Finance Director based on volume of usage in reports generated by the Penacook facility where they drop the trash. Invoices are always paid by check and are entered through the account receivable module of the town accounting system, with actual deposits made by the Finance Director.

Household Hazardous Waste Day fees are invoiced by the Finance Director based on charges determined by the Transfer Station Superintendent. Invoices are always paid by check and are entered through the account receivable module of the town accounting system, with actual deposits made by the Finance Director.

Planning, Zoning and Building Permit Revenues: Processed through the planning, zoning and building departments. Checks are recorded on the cash receipt journal maintained in the safe in the Assessing office and placed into the cash received envelope. Cash received is recorded on the cash receipt journal maintained in the Assessing safe and the cash is placed into the petty cash box maintained in the Assessing office safe. Receipts are given for cash deposits in excess of \$10.00 or upon request.

Miscellaneous Selectmen's Office Receipts: The fees for copies, maps, list sales, books and the leasing of town property are recorded on the cash receipt journal maintained in the Assessing office safe and the cash/check is placed into the petty cash box maintained in the Land Use office safe.

Rescue Billings: Fees for rescue billings are generated by an independent billing service upon information provided by Rescue personnel. Checks from the various remitters (insurance companies, individuals) are remitted by the billing service to the Finance Director for deposit. Receipts are reconciled with year-end reports by the billing service. In the event a resident remits a payment to the Town directly, said receipts are stamped with a "For Deposit Only – Town of Henniker," and are remitted to the billing service for accounting and sent back to the Town for deposit.

Rescue Intercept Fees: Fees for intercepts are invoiced by the Finance Director upon written notice of an incurred fee from the rescue squad. Check payment remitted by the billed municipality is entered through the account receivable module of the accounting system and deposited by the Finance Director.

Police: Fees for special duty and insurance requests shall be recorded and deposited by the Police department. Detailed reports of deposit and proof of deposit shall be presented to the Finance Director.

Parking tickets shall be entered into the police software tracking system and deposited by the Police department. Detailed reports of deposit and proof of deposit shall be presented to the Finance Director.

Trustees of Trust Funds: The Trustees hold accounts for several expendable trust funds in which revenues are generated. Proceeds from any event held to benefit these trust funds should be presented to the Finance Director for verification and deposited into the Town's general fund. A single check will be remitted to the Trustees in the next weekly check run, along with a copy of the verification report, which will indicate the purpose of the deposit. It is also considered acceptable for a single donation to go directly to the Trustees without the need to "clear" the checks through the general fund account.

Governmental Revenues: Federal and State of NH revenues are generally done through direct deposit into the General Fund. The Finance Director will verify the payment and record the amount into the accounting system.

Donations: General donations of money or services to the Town of Henniker are subject to the Donation policy and acceptance by the Board of Selectmen. These items should be discussed directly with the Town Administrator.

Other: Any other revenues that are received that are not listed in this policy shall be presented to the Finance Director for proper disposition.

III.4 Acceptance of Donations and Gifts

Adopted June 5, 2007

Revised September 16, 2008, September 16, 2009

The following policy is intended to implement the provisions of RSA 31:95-b and 31:95-e, with respect to the receipt of donations of money and personal property to the Town and its departments.

1. Unless otherwise provided by law, all Town departments, boards, commissions, committees, officials and employees of the Town of Henniker shall be subject to this policy. No Town department, board, commission, committee official or employee may accept gifts of funds or personal property on behalf of the Town. Any such donations shall be referred to the Board of Selectmen, to be accepted in accordance with the procedures enumerated in RSA 31:95-b and RSA 31:95-e.
2. Nothing contained in this policy shall prevent a private entity, such as a booster club, firefighters' association, rescue association or firefighters auxiliary, from raising whatever funds it desires for use by the association or organization. However, if any such private organization desires to donate funds or personal property to the Town, such provisions will be subject to the provisions of #1 of this policy.
3. Prior to acceptance of any such gift with a value of \$5,000. or over, the Selectmen shall hold a public hearing on the proposed acceptance. For gifts with a value of less than \$5,000.00, a public hearing on the proposed acceptance shall be at the discretion of the Selectmen. It is required to have approval of acceptance by the Board of Selectmen with the vote recorded in the minutes of meeting when approved.
4. No item of value may be accepted by a lease, or other similar arrangements from a donor, by any town departments, boards, commissions, committees, officials and employees of the Town of Henniker unless authorized by a public vote of the Board of Selectmen. In addition, only the Board of Selectmen may authorize exceptions to the Town's Procurement Policy and furthermore, any lease agreement of equipment must comply with the conditions pursuant to RSA 33:7-e.

III.5 Investment Policy

Adopted June 17, 2008

SCOPE

This investment policy applies to all financial assets of the Town and is the investment policy that applies to all transactions involving the financial assets and related activity of all the foregoing funds.

These funds are accounted for in the Town's annual financial report and include any new funds created by the Town Meeting or the Board of Selectmen, unless specifically exempted by the articles of its creation.

OBJECTIVES

Safety of principal is the foremost objective of the Town. Each investment transaction shall seek first to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

The Board of Selectmen seeks to attain market rates of return on its investments, consistent with constraints imposed by its safety objectives, cash flow considerations and state laws that restrict the placement of public funds. The Treasurer is encouraged to represent the Town's best interests in seeking to remove constraints to the efficient investment of its funds.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. They shall avoid any transaction that might impair public confidence in the Board of Selectmen's ability to govern effectively.

The financial assets are accounted for in the Town's annual financial report, and include:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Any new fund created by the Town's citizens at Town meeting or by the Board of Selectmen, unless specifically exempted by the articles of its creation.

GENERAL POLICY

Authorized Depositories: All depository accounts of the Town must be held in the name of the Town. All income payable to the Town and all revenue received by the Town shall be forwarded to the Town Treasurer.

Depositories shall be selected through the Town's banking services procurement process and awarded by the Board of Selectmen. This process shall take place at least every five years. In selecting depositories, the credit worthiness of institutions shall be considered, and the treasurer shall conduct a comprehensive review of the prospective depositories' credit characteristics and financial history.

Authorized Investments: Assets of the Town may be invested in the following:

- Obligations of the U.S. government such as U.S. Treasury securities maturing in less than one year and short-term obligations of U.S. Government agencies approved for investment purposes by the Treasurer of the State of NH;
- Participation accounts established with the New Hampshire Public Deposit Investment Pool established pursuant to RSA 383:22;
- Savings accounts in solvent banks in New Hampshire;
- Certificates of deposit at banks incorporated under New Hampshire law, and
- Certificates of deposit at national banks located in New Hampshire.

Ethics and Conflict of Interest: Investment officials involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment officials shall

disclose to the Selectmen any material financial interests in financial institutions that conduct business within the town, and they shall further disclose any large personal financial investment positions that could be related to the performance of the town portfolio.

Maturities: Investments of the Town shall be limited to instruments maturing within one year at the time of purchase.

Policy Review: Annually, at the meeting next following the spring election, the Selectmen shall review this policy for the investment of public funds in conformance with the provisions of applicable statutes.

Risk and Prudence: The town recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary non-liquidity. Both the Treasurer and the Trustees of the Trust Funds are expected to display prudence in the selection of investments in a way to minimize default risk.

The standard of prudence to be used by investment officials shall be the "prudent person" and shall be applied in the context of managing an overall portfolio. Investment officials acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported to the Selectmen in a timely fashion and appropriate action is taken to control adverse developments.

TOWN TREASURER DUTIES (RSA 41:29)

Authority and Process: The town treasurer shall have custody of all moneys belonging to the Town, and shall pay out the same only upon orders of the Selectmen, or, in the case of a Conservation Fund established pursuant to RSA 36-A: 5, upon the order of the Conservation Commission or in the case of a Heritage Commission fund established pursuant to RSA 674:44-a upon the order of the Heritage Commission, or in the case of fees held pursuant to RSA 673:16, II, upon the order of the local land use board or its designated agent, or in the case of a recreation revolving fund established pursuant to RSA 35-B:2, upon the order of the recreation or park commission, or other board or body designated by the town to expend such a fund.

The town treasurer shall deposit all such moneys in participation units in the public investment pool established pursuant to RSA 383:22 or in solvent banks in the state. The amount of collected funds on deposit in any one bank shall not for more than 20 days exceed the sum of its paid-up capital and surplus.

TRUSTEES OF TRUST FUNDS DUTIES (RSA 31:22; 31:2a)

Authority and Process: Management responsibility for capital reserve funds is hereby delegated to the Trustees of Trust Funds.

A three member Board of Trustees shall administer all trusts. A ballot at each annual town meeting shall elect one trustee for a 3-year term. Vacancies shall be filled by the Selectmen for the remainder of the term. The Trustees shall organize by electing one of their number bookkeeper, who shall keep the records and books for the Trustees, and shall require a voucher before making any disbursements of funds from said trusts.

The Trustees shall have the custody of all trust funds held by the Town. The funds shall be invested only by deposit in some savings bank or in the savings department of a national bank or trust company in this state, or in bonds, notes or other obligations of the United States government, or in state, county, town, city, school district, water and sewer district bonds and the notes of towns or cities in this state, and such stocks and bonds as are legal for investment by New Hampshire savings banks and when so invested, the Trustees shall not be liable for the loss thereof; and in any common trust fund established by the New Hampshire Charitable Foundation in accordance with RSA 292:23. The Trustees may retain investments as received from donors, until the maturity thereof.

All deposits in banks shall be made in the name of the town, and shall appear upon the book thereof that the same is a trust fund.

Any security which at the time of its purchase under RSA 31:25 constituted a legal investment for New Hampshire savings banks under the laws and conditions then existing may be retained notwithstanding the fact that, because of changes in the law relating to legal investments or because of conditions arising subsequent to the purchase of such security, its purchase might not then be legal; provided, however, that no such security that is not a prudent investment under the circumstances existing at the time of its retention and thereafter shall be retained by the Trustees; and provided further, that the aggregate total of the market value of all securities retained under this section shall not exceed 20 percent of the total market value of all the investments held by the Trustees.

Written Procedures: Management responsibility for the reserve and trust funds of the Town is the Trustees of Trust Funds, who shall establish written procedures for investment of such funds consistent with this investment policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Trustees. The Board of Selectmen shall review the written procedures. The Trustees shall be responsible for all transactions undertaken.

III.6 Grant Request and Submission Policy

Adopted May 20, 2008

The following process will be taking place for the submission of grant requests for any department, committee and board of the Town of Henniker.

1. Town Administrator is responsible for coordinating all grant requests.
2. The Town Administrator shall approve requests prior to any application being completed.
3. Upon approval by the Town Administrator, the applicant shall complete the forms related to the application for final review.
4. If any grants require matching or partial contribution from the town, whether by funds or 'in-kind' services of materials, the Town Administrator shall provide such information to the Board of Selectmen for final approval.
5. Any grant applications that contain a provision for reimbursement for administrative costs (grant writer, etc.) and are written by a town employee as part of his or her job duties, the administrative reimbursement shall be deposited in the Town's general fund.
6. The Town Administrator may recommend and approve available grants that require expertise from a professional 'grant writer'. Payment for contracted services would be funded fully or partially through the grant's reimbursement of administrative costs.
7. Any grant requests that, in the opinion of the Town Administrator, contain complex and specific legal requirements shall be submitted to the town's legal counsel for review.
8. The Town Administrator is authorized by the Board of Selectmen to sign application form(s) as representative of the Town of Henniker unless otherwise specified on application.

Exceptions: Annual WWTP, Landfill Closure and Solid Waste Hazardous Waste need only the authorization signature of the Town Administrator.

III.7 Rental of Community Center, Grange Hall and Bandstand/Community Park

Adopted May 2, 2006. Revised May 19, 2009, October 20, 2009, January 17, 2012, March 5, 2013, and September 4, 2018

Agreement for Rental and Fee Schedule: Contract for the use of the Town of Henniker's Community Center, Grange Hall or Angela Robinson Bandstand/Community Park by individuals, groups, or organizations. Contract must be approved by the Town Administrator or in his absence, the Finance Director.

SPECIAL NOTICE ABOUT THE TEEN CENTER: The Henniker Teen Center cannot be rented or used unless special permission is received by the Henniker Board of Selectmen, with input from the Community Center Activities Committee.

TERMS OF CONTRACT (to be signed by renter):

1. Contract agreement must be completed in full and signed by applicant or designee.
2. Renters must be at least 21 years of age. A person 21 years of age or older must be present at time of use.
3. The facility can only be used on the date(s) and times(s) specified above.
4. The consumption of alcoholic beverages, the use of tobacco products or the possession of controlled substances are not permitted on the premises.
5. New Hampshire-produced unopened alcoholic beverages may be sold on Town of Henniker property only with permission from the Selectmen and the New Hampshire Liquor Commission
6. Angela Robinson Bandstand/Community Park are only available during daytime hours. However, the Selectmen may grant a special exception for use after hours.
7. If you have reason to believe the event will attract 300 or more persons at any one time, you must also apply for a town Assembly Permit at least 30 days prior to the event. Not doing so could result in a fine up to \$1,000.
8. Renter will assume responsibility for the use of this facility and agree to submit payment for any damages caused as a direct result of said use. Renter will hold the Town of Henniker harmless against any liability that may occur from the use of the facility.
9. **Insurance:** A certificate of insurance or document stating that insurance coverage will apply to this rental shall be presented at time of application. In some cases, the Selectmen may waive this requirement.
10. **Key Pickup:** (for Grange and Community Ctr. Buildings only): The renter is responsible for obtaining a building key prior to the event, and returning the key afterwards. Keys are available at Henniker Town Hall, 18 Depot Hill Road, during normal business hours (8am-4:30pm, M-F). A \$50 deposit will be collected in a separate check to be returned to renter when the key is returned. If key is not returned within five (5) business days the check will be cashed to pay for the replacement and to rekey the locks.
11. **User Fees:** Persons, groups, or organizations using the facilities, not part of the Town of Henniker government as recognized by the Selectmen, shall pay a user fee. See Fee & Deposit Schedule on page 2.

12. Renter is responsible for leaving the grounds free of litter. The facility is to be left in a clean condition as found.
13. No equipment is to be left overnight unless with permission from the Town Administrator/Selectmen and the applicable fee is applied.
14. Use of the Community Center Balcony is forbidden.
15. Bicycles, skateboards, scooters, roller skates and other people-powered vehicles are NOT permitted to be operated on sidewalks or walkways in the downtown area (including Community Park) and such use is subject to warnings and fines. Please note this does not apply to vehicles designated to assist handicapped persons or tricycles, strollers, and wagons operated by pre-school-aged children under supervision of a responsible adult.
16. Animals are not permitted within town buildings except for certified service animals designated to assist a handicapped person.
17. Dogs must be leashed at all times in any park area. Animal feces must be removed by the dog owner in all parks and public areas. Violations are subject to fines and court summons.
18. The renter hereby accepts all responsibility for the above-described purpose and agrees to abide by all laws and regulations of the Town of Henniker and the State of New Hampshire. The renter hereby consents to the entry, at any time, in the course of his/her duties, any town officer, including but not limited to inspection. Failure to comply with these regulations will result in the denial of future use of the facilities.

FEE & DEPOSIT SCHEDULE

Grange Building or Community Center Building	Angela Robinson Bandstand / Community Park
Resident fee \$50.00 for four hour increments (no proration) Non-Resident fee \$100.00 for four hour increments (no proration) (non-refundable, due at time of application)	Resident fee \$25.00 for four hour increments (no proration) Non-Resident fee \$100.00 for four hour increments (no proration) (non-refundable, due at time of application)
\$50.00 additional fee for overnight storage of equipment and continued use preventing others from renting the facility.	
<p style="text-align: center;">DEPOSIT:</p> <p>For rental of more than 8 hours, a \$100.00 deposit for residents and a \$200.00 deposit for non-residents is required which is refundable if no damage has occurred during that particular rental period. Deposits must be paid as a separate check.</p> <p>A \$50.00 key deposit will be collected in a separate check to be returned to renter when the key is returned. If the key is not returned within five (5) business days the check will be cashed to pay for the replacement and to rekey the locks.</p>	

1. Fees do not apply to any official Town of Henniker Boards or Committees, State, County, Federal or any other government agency. Any designated 'special event' of the Town of Henniker or its committee and boards do not require payment of a fee.
2. This fee Schedule will apply to all private entities, business, personal use or any other groups, non-profit included, or persons not identified in item 1.
3. The Town Administrator, with the approval of the Henniker Board of Selectmen, may waive the fee requirement for a non-profit group or organization that may not have the organizational structure or ability to pay, i.e. some senior citizen meetings or emergency type requests for those that justify the need for the facility and cannot pay. Absolutely no exemptions shall be considered if any funds are accepted at the door as income for the renter, be it donations or admission fees.

III.8 Rental Policy and Regulations of Town Athletic Fields

Adopted June 3, 2008. Revised April 6, 2009

PURPOSE: To establish the requirements and fees necessary for the use of the Old Concord Road soccer fields, Town Hall baseball/softball field, and “snack shack” at the Town Hall field.

The intent of this policy is that Henniker youth and adult community activities shall always have the highest priority for use of the town-controlled facilities and fields. The Athletic Committee shall be responsible for assigning fields based on the following priorities.

ELIGIBLE GROUPS:

1. Town sponsored youth athletic programs.
2. Henniker Community School student groups.
3. Henniker adult athletic programs.
4. Non-profit youth athletic programs with at least 50% Henniker youth participation.
5. Non-profit adult athletic programs with at least 50% Henniker resident participation.
6. Henniker Youth Boosters Association
7. Other Henniker non-profit groups.
8. Non-profit groups from other communities.

The Athletic Committee will have the authority to waive the 50% resident requirement for athletic groups on an individual basis, provided, however, that the group seeking such an approval file a written request in advance that documents the percentage of Henniker residents actively participating. The names of Henniker residents shall be included as part of the application. If approved by the Athletic Committee, the Board of Selectmen shall be notified, in writing, of the details of the arrangement.

All other groups (private groups or organizations that charge fees and/or earn a profit) are not allowed usage unless the Board of Selectmen grant an exception to the policy approving the rental request and assess the rental fees.

NOTICE TO “FOR PROFIT VENDORS”: No ‘for profit vendors’ are allowed on town owned or leased property to sell goods such as food, souvenirs and any other items for sale.

REQUIREMENTS OF USING ORGANIZATIONS:

1. Applicant must submit completed Application, Certificate of Liability Insurance and any necessary fees. Applications must be submitted two weeks prior to dates requested. Forms will be signed by Henniker Athletic Chairman or designee and kept on file at the Town Hall. A designee from the Selectmen’s office will notify applicant of approval or denial.
2. A special waiver form, in lieu of the Certificate of Insurance, is available at the Town office.
3. Renters must be at least 21 years of age. A person at least 21 years of age must supervise events, including underage children during time of use.
4. Renter is responsible for leaving grounds free of litter.
5. Alcoholic beverages or controlled substances are not permitted at any of the named sites at any time.
6. Henniker’s ordinances requiring removal of animal feces by owner are in effect and dogs/animals must be kept on a leash as part of this specific policy. (Town Ordinance-Chapter 11, Article 1) Violations are subject to fines as documented in the Town’s Ordinance.

FEES: Fees do not apply to any youth programs that are sponsored by the Town of Henniker, Henniker school groups, or Henniker Youth Boosters Association. The fee for all other groups is as follows:

FIELDS: \$150.00 per day for a full day usage (5 or more hours); or
 \$150.00 per team for 1 season (8 to 10 weeks of 2 games/practices per week)

SELLING GOODS: To be determined by the Board of Selectmen.

The Henniker Athletic Committee, by a majority vote, reserves the right to waive the fees for qualifying groups that may not have the ability to pay or adjust the fee when usage times are different from those listed above.

III.9 Field Use Application (for Town-Owned or Leased Fields)

Adopted June 3, 2008. Revised April 6, 2009

Field Usage Application

Application for Use of Town-Owned or Town-Leased Fields

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

Phone (603) 428-3221 / Fax (603) 428-4366 / Web www.henniker.org

Name of Organization or League: _____

Contact Person: _____ Phone #: _____ Cell #: _____

Mailing Address: _____

E-Mail address: _____

Field(s) Requested: ☐ Town Hall Baseball/Softball Field (Depot Hill Road)
☐ Old Concord Road Soccer Field (Army Corp./right side)
☐ Old Concord Road Soccer Field (Connor/left side)
☐ Old Concord Road Baseball/Softball Field (Army Corp./right side)
☐ Other: _____

Details (description of activity, number of fields needed per day, including size of field if applicable):

Dates & Times: _____

Number of teams per season expected to use the fields: _____

Services Requested: _____

Teams are responsible for field lining if needed.

Rental Rates: \$150.00 per full day (5 or more hours) or
\$150.00 per team for one season (8 to 10 weeks of 2 games/practices per week)

Payment due before usage starting date. Amount enclosed: \$ _____

Make checks payable to Town of Henniker.

NOTE: A different application is required for selling of any goods associated with a sporting event.

☐ Certificate of Liability Insurance attached

☐ I have read and understand the Policy & Regulations on reverse side.

Applicant Signature: _____ Date: _____

Printed Name: _____

For Office Use Only

Amount due: \$ _____ Purpose: _____

Amount paid to Town of Henniker: \$ _____ Date: _____ Purpose: _____

Reviewed by Athletic Committee Rep: ☐ Yes (name: _____) ☐ N/A

Request is ☐ Approved ☐ Denied NOTES: _____

Town of Henniker Representative (signature): _____

III.10 Liability Waiver (use of Town-owned or leased fields or Snack Shack)

Adopted June 3, 2008. Revised April 6, 2009. Revised May 16, 2017

Release and Waiver of Liability and Indemnity Agreement

*For all Non-Athletic Committee Sponsored Use of
Town Snack Shack, Town-Owned Fields (includes athletic and non-recreational
fields), Town-Leased or Town-Rented Fields
associated with a sporting or special event.*

In consideration of the permission granted to the participant/league or other organization not affiliated with the Town of Henniker named below to participate or use Town property for any event, including fundraising purposes and sports or entertainment activities, including such activities as providing and selling goods at snack bars, vending of items such as souvenirs and the like, I/we SHALL RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE TOWN OF HENNIKER, their agents and employees, from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property, or resulting in the death of the named participant while the named participant participates in an activity that uses an above mentioned facility.

I/we further agree to indemnify the TOWN OF HENNIKER, their agents and employees, from any and all liability, loss or damage, including but not limited to, bodily injury, illness (including food poisoning) death or property damage, which the TOWN OF HENNIKER, their agents and employees, become legally obligated to pay, including reasonable attorney's fees and costs, resulting from claims, demands, costs or judgments, against the TOWN OF HENNIKER, their agents and employees, on account of injury to the person or property, or resulting in the death of the named participant whether or not such liability is sole, joint or several. *All conditions of the Town's lease agreement with the U.S. Army Corp property must be in compliance including the provision that 'for profit private vendors' are not allowed to participate in any selling of food, souvenirs or any other items for sale.*

I/we, the person representing the organization responsible for use, rental or lease provided, the undersigned, have read this release and understand all its terms. I/we have executed this release on this date indicated next to my/our names.

Name of Organization

Mailing Address

Town

State

Zip Code

Representative (signature)

Date

Representative (printed name)

Home Phone

Cell Phone

Town of Henniker, Town Administrator (signature)

Date

III.11 Selling Goods at a Sporting or Special Event

Adopted June 3, 2008. Revised April 6, 2008. Revised May 16, 2017.

Application for Selling Goods

For selling goods at a sporting or special event at snack shack, Town-owned fields, Town properties, Community Park ~~or~~ and Town leased or rented fields.

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

NOTICE TO “FOR PROFIT VENDORS”: No ‘for profit vendors’ are allowed on town owned or leased property to sell goods such as food, souvenirs and any other items for sale.

Name of Organization: _____ Contact Person: _____

Phone # _____ Cell # _____ E-mail address: _____

Mailing Address: _____

Schedule of use (specific dates and times must be stated): _____

Insurance Certificate provided: ☐ Yes ☐ No

Waiver authorized by the Board of Selectmen per recommendation of the Town Administrator
(if no Insurance Certificate available): ☐ Yes ☐ No ☐ N/A

Non-Profit: ☐ Yes ☐ No (if non-profit, applicant must provide documentation or proof)

User must specify how income will be used: _____

☐ **Check here if income is to be donated to the Town of Henniker.** *If income is to be donated to the Town of Henniker, the Town’s Donation Policy requirements must be met. Donation process requires Board of Selectmen review and approval. Applicant must attach an initialed copy of the Town’s Donation Policy with this form.*

Applicant Signature: _____ Date: _____

Printed Name: _____

To be completed by Town Administrator or Board of Selectmen:

Usage fee: \$ _____ per day. \$ _____ per season. ☐ Fee waived

Signature: _____

For Office Use Only

Amount due: \$ _____ Purpose: _____

Amount paid to Town of Henniker: \$ _____ Date: _____ Purpose: _____

Request is ☐ Approved ☐ Denied NOTES: _____

Town of Henniker Representative (signature): _____