

From: Kris Blomback - Pats Peak Ski Area
Sent: Saturday, December 3, 2016 11:16 AM
To: Bruce Trivellini; Chris Trovato
Subject: Re: RTK request

Dr. Trivellini:

Pursuant to your e-mail of December 3, 2016 I am responding to further clarify my comments. I again respectfully ask that the full reply is published if further dissemination occurs. Ill address your points:

Bullet point 1: Yes I am the author of the text. I suspected that you might not fully understand the context of that message and would be seeking further clarification. Since normally texts are not part of the public record I conduct my dealings with the town as I would anyone else that I have any relationship with. I text. And I text a lot. My effort is short, to the point, not wordy, and if one would classify my writing style, and really knew me, they would certainly conclude there can be a sarcastic streak. I have to freely admit I NEVER expected my individual texts to be subject to a RTK request and thus the style is certainly "not formal" nor is it very detail oriented. I am quite confident that I have a text, strike that – many texts, in my lifetime that might not pass the "show my mother" test.

My reply to Ms. Trovato comments, "you better fix that", while short and sweet, implies the following:

- The bill, from McCommish Excavation, cannot be \$17,000 because that violates the selectmen's policies of going out to bid when any one service/contractor/product exceeds the threshold of \$15,000.
- By the very nature of her initial text too me is she also understood that process and that is why she stated that she should offer her resignation.

I have a very good relationship with Ms. Torvato and I understand her texting style as well. We work very well together and she has strong understanding o f the policies.

Bullet Point 2: I am not sure why Attorney Connor was part of the conversation. You would need to ask Mr. McCommish that. I have had no contact with Attorney Connor or Mr. McCommish as it relates to this issue.

Bullet Point 3: There were multiple machines that were used for the cleanup and restoration efforts. An accounting error was generated by McCommish accounting when ALL hours, even of machines that bill out at a lower rate, were accidentally billed out at the higher rate. This was a billing

error that was in circulation for about 24 hours before the mistake was caught.

A point of clarification though. The entire process of moving the sand from ACOE land, trucking it away, remediating the site, and cleaning everything up when taking the full picture into account was north of \$29K. You have to remember that the Henniker Highway crew, as project lead, had more than \$7,500 +/- in labor into this effort as well. You are in possession of all invoices related to this so I will not rehash the details again.

Bullet Point 4: I do not have any details on this part of the conversation.

I can say in closing there was certainly no harm/no foul to the taxpayer and I can comfortably say that with the Henniker Highway Department in the lead they worked seamlessly with a number of local contractors to get the job done to the satisfaction of the Army Corp of Engineers – inexpensively and timely. After multiple setbacks (Highway fire and personnel turnover) I applaud Mr. Weston and Ms. Trovato for finally moving the town from a condition of “breach of contract” with the Army Corp to one of compliance. By doing this it avoided possible costly litigation and allows us to continue using of the land in the future.

As for your last question I have no intention of bringing the issue up before the board again. Naturally, if any board member wishes to make a motion to revisit the issue that is their right.

Regards,

Kris Blomback

Chairman – Town of Henniker Select board.