



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
MONDAY, JUNE 14, 2021 6:30 PM

THE LOCATION OF THIS MEETING HAS BEEN CHANGED TO:
BARBARA LANDRY MEETING ROOM
2 MAIN STREET

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Hearing, Acceptance of Unanticipated Funds, RSA 31:95-b:III(a)**
 - 3.1. Public Hearing - Unanticipated Revenue
- 4. Citizens' Forum**
- 5. Board of Selectmen Reorganization**
 - 5.1. Officer Elections
 - 5.2. Committee Assignments
- 6. Scheduled Appointments**
 - 6.1. Milford Rotary, Raffle Permit Request, 100 Holes of Golf in One Day
- 7. Administration**
 - 7.1. Girl Scout Gold Awards
 - 7.2. Administrative Updates
- 8. Staff Reports**
 - 8.1. COVID19 Task Force updates
 - 8.2. FY 21 Anticipated Encumbrances
 - 8.3. Police Station Reno Fund CRF Overage
 - 8.4. New Dispatcher Job Classification

- 8.5. DPW Road Maintenance - Crack Sealing RFP award.
- 8.6. Energy Efficiency Lighting Upgrade projects.
- 8.7. Swap Shop policy
- 8.8. DPW hire and job description approvals
- 8.9. DPW - Driver/Laborer Permanent Full Time Hire

9. Approvals

- 9.1. AP, Payroll and Minutes Approvals
- 9.2. Atlas Pyrovision, Annual application and Permit for Wholesale/Retail sales of fireworks

10. Action Items

11. Old/New Business

Adjournment

Next Meeting: 06/28/21



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Public Hearing - Unanticipated Revenue

Department: Finance Department

Meeting Date: June 14, 2021

Staff Contact: Laurie May

BACKGROUND INFORMATION:

The Town is in receipt of \$250,140.51 from the State for COVID related expenses through the GOFERR Fund and through a DHHS grant.

BUDGET IMPACT:

(Include general ledger account numbers)

An additional \$250,140.51 in revenue that can be spent this fiscal year. Perhaps on the Police Station Renovation overage.

POLICY IMPLICATIONS:

In 1994 the Board was granted authority to accept and spend unanticipated funds without further action of the legislative body through RSA 31:95-b. If accepted, this will allow the Board to spend this money during this fiscal year.

DEPARTMENT HEAD RECOMMENDATION:

To accept the unanticipated revenue from the State in the amount of \$250,140.51

SUGGESTED MOTION:

I move to accept the unanticipated revenue in the amount of \$250,140.51

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Unanticipated Revenue

General Ledger

Chart of Accounts Maintenance

User: LaurieMay
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JE Nun	JE Date	Peric	Yea	DR Am	CR Amo	Syste	Description	Last Batch	Proof List
43	10/13/202	4	202	\$0.00	\$231,968.2	GL	ACH DEP - GOFERR REIM #3 10-13-2020	ceastman	http://ssi.net?action=report&object=netparams&id=ca24e5cc-3e34-499e-8db7-8d7
54	11/6/2020	5	202	\$0.00	\$8,845.90	GL	ELECTIONS COVID GRANT - PRIMARY E	ceastman	http://ssi.net?action=report&object=netparams&id=e06b0f3b-6db9-4b56-8848-9b
125	12/18/202	6	202	\$0.00	\$400.00	GL	DEP#507 Cambridge transfer from CRF- Witn	pwalz	http://ssi.net?action=report&object=netparams&id=2e7931a8-9d1e-4332-bb31-67
141	12/18/202	6	202	\$0.00	\$400.00	GL	DEP#849 State of NH Witness fees 12-09-202	pwalz	http://ssi.net?action=report&object=netparams&id=b4137b87-edb0-4553-a34d-3b
109	1/6/2021	7	202	\$0.00	\$18,172.28	GL	DEP #507 State COVID Grant	pwalz	http://ssi.net?action=report&object=netparams&id=86f2d30f-c810-4a8e-a8e9-341

BOARD OF SELECTMEN ASSIGNMENTS BY CHAIR		<u>2021-2022</u>	<u>2020-2021</u>	<u>2019-2020</u>
Legislative Liaison			Reed Panasiti	Reed Panasiti
COMMISSIONS				
Conservation Commission	Non Voting		Peter Lyon	Peter Lyon
Heritage Commission	Voting		Tom Grella	Tom Grella
Historic District Commission	BOS (Voting)		Tom Grella	Tom Grella
Recreation Commission	Non Voting		Reed Panasiti	Reed Panasiti
Roads & Bridges Commission	Voting		Tom Grella	Tom Grella/Peter Lyon (alt.)
COMMITTEES				
Bicycle & Pedestrian Advisory	Liaison		Peter Lyon	
Capital Improvement Committee	Voting		John D'Angelo	John D'Angelo/Dwight Brew (alt.)
Highway Safety Committee	BOS (Voting)		John D'Angelo/Tom Grella (alt.)	Tom Grella/Peter Lyon (alt.)
LIAISONS				
Schools	Non Voting		John D'Angelo	John D'Angelo
Cemetery Trustees	Non Voting		Dwight Brew	Dwight Brew
Library Trustees	Non Voting		Dwight Brew	Dwight Brew
REPRESENTATIVES				
Planning Board	BOS (Voting)		Dwight Brew	John D'Angelo
Trustee of the Trust Fund			John D'Angelo	Peter Lyon



TOWN OF AMHERST

Town Hall
2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Tel: 603/673-6041
Fax: 603/673-6794

RAFFLE PERMIT NH RSA 287-A

Synopsis of Requirement of RSA 287-A (RSA 287-A:1-11)

RSA 287-A allows raffles to be conducted by charitable, religious, educational charitable, civic, veteran and fraternal organizations, or political committee or party to promote the purposes for which they are organized. Tickets shall be sold only to person 16 years of age or older. Tickets must have printed on their face, the name of the organization, date, and place of the drawing, the prize(s) to be awarded and the amount of the donation. Permits are required to be issued for raffles by the Selectmen of the Town where the drawing for the prize(s) are to be held. Raffle tickets that are sold at an event lasting 12 hours or less do not need to obtain a raffle permit.

PERMIT # _____

Name of Organization: Millford Rotary Club H/b/o The Millford Rotary Club Foundation
(is hereby licensed and authorized to operate and/or conduct a raffle at)

IN AMHERST, NH

Location where ticket sales will occur: Primarily NH and MA

Location of drawing: Amherst Country Club

Name of organization contact person: Doug Knott - Chair, 100 Hiking Golf in One Day

Phone #: 603-689-5030 E-mail address: doug@knottland.com

Item(s) to be raffled (attach list, if necessary): 10 Prizes: 5 - \$500, 1 - \$750, 1 - \$1000, 1 - \$1250, 1 - \$2000 and 1 - \$5,000

This license is valid, permitting sales of tickets, for the following dates:

April 1, 2021 to June 18, 2021
Date of raffle drawing: Friday June 18, 2021

Approved by Amherst Board of Selectmen:

Peter Lyon, Board Chair

Dwight Brew, Vice Chair

Reed Panasiti, Clerk

Thomas Grella, Selectman

John D'Angelo, Selectman



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Girl Scout Gold Awards
Meeting Date: June 14, 2021

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

The Girl Scout Gold Award

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

"The Gold Award is the highest and most prestigious award in Girl Scouting. Only 5.4% of those girls eligible to earn the Gold actually do so. The award recognizes those girls who demonstrate extraordinary leadership through Take Action Projects. These projects have a sustainable impact not only on the girls but on their communities as well. These projects represent the culmination of over 80 hours of work on a project that is important to the individual girl. Gold Awardees have turned a vision into an action plan. In doing so, they not only have made the community and world a better place, but they have also grown their self-confidence and leadership skills."

We would like to recognize the following young ladies for achieving their Gold Award:
Rachel Mazur - Troop 22171
Abigail Robinson - Troop 22171
Katherine Tiso - Troop 20061

and declare June 14, 2021 as Town of Amherst Girl Scout Day

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. GS Gold Award Proclamation, 2021.06.14



NOW COMES The Town of Amherst through its Selectmen who hereby issue this
PROCLAMATION

WHEREAS, Rachel Mazur is a member of the Amherst Girl Scout Troop 22171; and

WHEREAS, Rachel Mazur has received the Girl Scout Gold Award

WHEREAS, the Town of Amherst wishes to honor Rachel Mazur
to mark this momentous event; and

WHEREAS, the Town of Amherst offers this
PROCLAMATION OF CONGRATULATIONS to Rachel Mazur

FURTHER, the Town of Amherst applauds the efforts of Rachel Mazur
as she achieves this high honor; and

FURTHER, in recognition of the spirit of cooperation, and
willingness to join together for the common good,

THE TOWN OF AMHERST PROCLAIMS June 14, 2021
Girl Scout Recognition Day in Amherst.

By Its Board of Selectmen:

Peter Lyon

Thomas Grella

Dwight Brew

John D'Angelo

Danielle Pray



NOW COMES The Town of Amherst through its Selectmen who hereby issue this
PROCLAMATION

WHEREAS, Abigail Robinson is a member of the Amherst Girl Scout Troop 22171; and

WHEREAS, Abigail Robinson has received the Girl Scout Gold Award

WHEREAS, the Town of Amherst wishes to honor Abigail Robinson
to mark this momentous event; and

WHEREAS, the Town of Amherst offers this
PROCLAMATION OF CONGRATULATIONS to Abigail Robinson

FURTHER, the Town of Amherst applauds the efforts of Abigail Robinson
as she achieves this high honor; and

FURTHER, in recognition of the spirit of cooperation, and
willingness to join together for the common good,

THE TOWN OF AMHERST PROCLAIMS June 14, 2021
Girl Scout Recognition Day in Amherst.

By Its Board of Selectmen:

Peter Lyon

Thomas Grella

Dwight Brew

John D'Angelo

Danielle Pray



NOW COMES The Town of Amherst through its Selectmen who hereby issue this
PROCLAMATION

WHEREAS, Katherine Tiso is a member of the Amherst Girl Scout Troop 20061; and

WHEREAS, Katherine Tiso has received the Girl Scout Gold Award

WHEREAS, the Town of Amherst wishes to honor Katherine Tiso
to mark this momentous event; and

WHEREAS, the Town of Amherst offers this
PROCLAMATION OF CONGRATULATIONS to Katherine Tiso

FURTHER, the Town of Amherst applauds the efforts of Katherine Tiso
as she achieves this high honor; and

FURTHER, in recognition of the spirit of cooperation, and
willingness to join together for the common good,

THE TOWN OF AMHERST PROCLAIMS June 14, 2021
Girl Scout Recognition Day in Amherst.

By Its Board of Selectmen:

Peter Lyon

Thomas Grella

Dwight Brew

John D'Angelo

Danielle Pray



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Administrative Updates

Department: Administration

Meeting Date: June 14, 2021

Staff Contact: Dean Shankle

BACKGROUND INFORMATION:

Discussion of the results of the Town Meeting; State drainage easement along town-owned land on 101; other issues and updates of interest.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: COVID19 Task Force updates
Meeting Date: June 14, 2021

Department: Administration
Staff Contact: Jennifer Stover

BACKGROUND INFORMATION:

The COVID-19 Task Force, consisting of Matt Conley, Nic Strong, Scott Tenney, Perry Day and Jennifer Stover, continues to make recommendations to the Board of Selectman on behalf of the Town in an effort to best protect our Town employees and residents.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Based upon the most recent CDC guidance updated May 16, 2021, and following the data provided for the State of NH, we propose the following:

We propose that mask-wearing will be optional for those who are fully vaccinated (14 days past the final dose of vaccine) for all town buildings and properties. We request that those who are not yet fully vaccinated continue to wear a mask and social-distance.

- We propose that all employees return to work on their regular schedule if they and their Department Head wish for them to return. Remote work may continue with permission from Department Heads.
- We propose that outdoor events be allowed on Town-owned property with the recommendations that those not fully vaccinated wear a mask and social distance from those not in their household, in reference to CDC Guidelines.
- We propose that Town Hall re-opens with mask-wearing optional for those who are fully vaccinated. Those who are not fully vaccinated are requested to wear a mask and socially-distance. We request that those employees who are not fully vaccinated wear a mask when serving the public. Those persons who are vaccinated wishing to continue to wear a mask may of course do so whenever they desire.

- We propose that these changes occur at the Board's convenience, as early as Tuesday June 15.
- In anticipation of returning to in-person meetings, work is underway to create a clean and safe environment in the Barbara Landry Meeting Room. That work includes improved air handling, the use of air filtration and purifying systems, and an increased cleaning schedule. An air quality test will be performed as soon as these measures are implemented.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: FY 21 Anticipated Encumbrances
Meeting Date: June 14, 2021

Department: Finance Department
Staff Contact: Laurie May

BACKGROUND INFORMATION:

At the last BOS Meeting, the Board had asked that I compile a list of anticipated encumbrances. So far, I've been notified that these departments are expecting to encumber the following:

Community Development - Master Plan \$41,446.19
Highway - Lighting Upgrades for Energy Efficiency \$13,599
Highway - Congregational Church Steeple - \$25,160
Highway - Crack Sealing - \$27,750
Highway - Amherst Street Bike Ped Path - \$650,000
Highway - Road Reconstruction - remaining \$504,008 - final figures are unknown yet
Highway - Line Striping - estimated bid - \$30,000
Highway - Crosswalk Repainting - remaining \$10,580 - final figures are unknown yet
PD - Architect - \$10,500
ACC - ?

I'll be able to provide definite figures for the highway and ACC at the next Board of Selectmen meeting.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Police Station Reno Fund CRF
Overage

Department: Finance Department

Meeting Date: June 14, 2021

Staff Contact: Laurie May

BACKGROUND INFORMATION:

The Police Station Renovation CRF has a balance as of April 30, 2021, of 609,237.38. In May, the Trustees processed a transfer of \$609,000 for invoices approved at the 3/22/21 Board of Selectmen meeting. However, the police department has invoices that total \$135,744.49 that need to be expensed to somewhere other than the Police Station Renovation CRF. In addition to invoices already paid, the Board authorized the payment of \$15,500 for the architect's contract. The grand total is \$151,244.49. The only account in the general fund to expense it to would be the Buildings & Grounds Outside Hire budget.

BUDGET IMPACT:

(Include general ledger account numbers)

The Buildings & Grounds Outside Hire account (01-4194-40-2451) currently has an unspent balance of \$6,414.29. This will put this line item over budget by \$144,830.20 as of today.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

My recommendation is to approve the request to reclassify remaining invoices above the balance in the Police Station Renovation CRF, as listed on the April 30, 2021 Trustees of the Trust Fund MS9 report in the amount of \$135,744.49 and the architect's contract for \$15,500 to come from the Buildings & Grounds Outside Contract expenditure line. I further recommend that the Board consider offsetting this expense of \$151,244.49 with the unanticipated revenue recently accepted from the State.

SUGGESTED MOTION:

I move to approve the request to reclassify remaining invoices above the balance in the Police Station Renovation CRF as listed on the April 30, 2021 Trustees of the Trust Fund MS9 report in the amount of \$135,744.49 and the architect's contract for \$15,500 to come from the Buildings & Grounds Outside Contract expenditure line. I further move to offsetting this expense of \$151,244.49 with the unanticipated revenue recently accepted from the State.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. PD CRF

General Ledger

Chart of Accounts Maintenance

User: lauriemay
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JE Nu	JE Dat	Peri	Yei	DR Amo	CR Amo	Syst	Description	Last Batch	Proof List
29	11/12/20	5	202	\$78,685.0	\$0.00	AP	Police - Project no: 20-4124 - period to 09/30/2020	pwalz	http://ssi.net?action=report&object=netparams&id=7ca91b7a-a030-4cbe-bc
29	11/12/20	5	202	\$228,092.	\$0.00	AP	Police - Project no: 20-4124 - period to 10/31/20	pwalz	http://ssi.net?action=report&object=netparams&id=7ca91b7a-a030-4cbe-bc
71	11/20/20	5	202	\$0.00	\$78,685.0	AP	Void 2267	pwalz	http://ssi.net?action=report&object=netparams&id=2eacd8f6-f9eb-490f-a8a
71	11/20/20	5	202	\$0.00	\$228,092.	AP	Void 2267	pwalz	http://ssi.net?action=report&object=netparams&id=2eacd8f6-f9eb-490f-a8a
72	11/20/20	5	202	\$228,092.	\$0.00	AP	Police - Project no 20-4124 - period to 10/31/2020	pwalz	http://ssi.net?action=report&object=netparams&id=eae2dc23-058b-46fc-a1f
72	11/20/20	5	202	\$78,685.0	\$0.00	AP	Police - Project no 20-4124 - period to 09/30/20	pwalz	http://ssi.net?action=report&object=netparams&id=eae2dc23-058b-46fc-a1f
139	11/30/20	5	202	\$0.00	\$78,685.0	AP	Void 2267	pwalz	http://ssi.net?action=report&object=netparams&id=fb72a552-08ba-4a2b-ab
139	11/30/20	5	202	\$0.00	\$228,092.	AP	Void 2267	pwalz	http://ssi.net?action=report&object=netparams&id=fb72a552-08ba-4a2b-ab
143	11/30/20	5	202	\$228,092.	\$0.00	AP	Police - Project # 20-4124 Oct 31	pwalz	http://ssi.net?action=report&object=netparams&id=a9dfa0c3-8b0f-4454-8f7
143	11/30/20	5	202	\$78,685.0	\$0.00	AP	Police - Project # 20-4124 Nov 30	pwalz	http://ssi.net?action=report&object=netparams&id=a9dfa0c3-8b0f-4454-8f7
93	12/22/20	6	202	\$2,267.78	\$0.00	AP	Citizens credit card - 12-10-2020 statement	pwalz	http://ssi.net?action=report&object=netparams&id=7acd0297-4c14-4b50-af
93	12/22/20	6	202	\$257,165.	\$0.00	AP	Police - Project no 20-4124 - period to 11/30/20	pwalz	http://ssi.net?action=report&object=netparams&id=7acd0297-4c14-4b50-af
49	1/19/202	7	202	\$130,143.	\$0.00	AP	POLICE - PROJECT #20-4124 - PERIOD TO 12/31/20	pwalz	http://ssi.net?action=report&object=netparams&id=7a21a0d3-c846-438b-ac
15	3/5/2021	9	202	\$48,629.0	\$0.00	AP	Police - Project # 20-4124 Application NO:5 period to (pwalz	http://ssi.net?action=report&object=netparams&id=9f952975-19db-489b-92

228,092.00 +	0 * *	6,414.29 +
78,685.09 +		151,244.49 -
2,267.78 +		144,830.20 * +
257,165.00 +		
130,143.00 +		
48,629.00 +		
744,981.87 * +		
744,981.87 +		
609,000.00 -		
# 32221.		
135,981.87 * +		
135,981.87 +		
237.38 -		
135,744.49 * +		



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: New Dispatcher Job Classification

Department: Police Department

Meeting Date: June 14, 2021

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Create Assistant Dispatch Coordinator Position

BUDGET IMPACT:

(Include general ledger account numbers)

\$1,019.20

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to create the position of Assistant Dispatch Coordinator at Grade 7 on the existing Town wage scale.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Assistant Dispatch Coordinator
2. Job Description - APSCC Asst. Disp. Coord



Memorandum

To: Board of Selectmen
Cc: Dean Shankle, Town Administrator
From: Mark Reams, Chief of Police
Date: May 19, 2021
Re: *Communications Center - Assistant Dispatch Coordinator*

On behalf of the Amherst Public Safety Communications Center, I am seeking authorization to create the position of *Assistant Dispatch Coordinator* in accordance with an 18 month plan for improved administrative structure and operation within the Communications Center. The plan calls for the reclassification of one of our current full-time Communications Specialists to the position of Assistant Dispatch Coordinator in recognition of new duties relative to that position, and to create a necessary second layer of oversight and managerial responsibility within the department. For clarification, this new position will not result in a staff increase and our current complement of full time personnel will remain unchanged.

Based upon current FY22 wage scale projections, this new position (*Grade 7, Step 10*) represents an additional FY22 wage expenditure of **\$1,019.20** for which the Communications Center has already budgeted. The effective date for this change of duty assignment is July 1, 2021.

Thank you.

TOWN OF AMHERST JOB DESCRIPTION

TITLE: Assistant Dispatch Coordinator

DEPARTMENT: Amherst Public Safety Communications Center (APSCC)

REPORTS TO: Dispatch Coordinator

PRIMARY PURPOSE

Serves as the Terminal Agency Coordinator for the APSCC, and assists the APSCC Dispatch Coordinator with supervision, scheduling, and coordination of all administrative, clerical and operational activities for the APSCC. During times when the Dispatch Coordinator is unavailable, the Assistant Dispatch Coordinator assumes all duties and responsibilities of the Dispatch Coordinator and reports directly to the Chief of Police.

DUTIES AND RESPONSIBILITIES

Essential Functions:

1. Performs all administrative, clerical and operational aspects of the communications center including the operation and maintenance of the department specific record systems for Police, EMS, Fire, and DPW agencies as required.
2. Works with considerable independence of judgment and action within defined policies and instructions in deciding whether, where and when emergency personnel should be dispatched.
3. Anticipates the information needed by field personnel.
4. Responsible for the successful utilization of the CAD system and SPOTS terminal.
5. Demonstrates the philosophy, mission and core values of the Town of Amherst in performance of job responsibilities.
6. Demonstrates courteous and cooperative behavior towards agency personnel, general public, volunteers, visitors and peers.
7. Demonstrates initiative/decision making abilities and work flexibility.
8. Generates, analyzes, and distributes statistical reports as required. Computes all data in an agency specific report format.
9. Assist departmental personnel & the public in person and by phone. Performs record checks and receives reports and complaints from citizens, while insuring good and continued positive public relations for the town.

10. Performs a variety of clerical duties in routine department operations as well as special projects.
11. Provides research and administrative support to special projects, preparing data, reports, and follow up on tasks as required.
12. Inputs revised protocol changes in agency specific manuals and department policy and procedure manuals, in collaboration with the APSCC Dispatch Coordinator and/or Chief of Police.
13. Maintains and provides data entry to ensure the maintenance of department files and records.
14. Maintains and updates established department policies, procedures and objectives manuals as requested.
15. Serves as the agency's Terminal Agency Coordinator (TAC), ensuring that all National Crime Information Center (NCIC) and Criminal Justice Information Services (CJIS) protocols and procedures are followed.
16. Validates NCIC entries monthly
17. Ensure all dispatchers complete biennial CJIS and SPOTS recertification
18. Ensure all non-employees with building access are vetted and trained in accordance with CJIS policies

Secondary Functions

1. Operate all radio and telephone equipment in dispatching public safety equipment and personnel.
2. Attends regularly scheduled meetings, i.e. staff in-services, training, etc., and participates in department committees, as required.
3. Perform job tasks effectively under pressure for sustained periods of time.
4. Memorize & retain information from a variety of sources.
5. Operate multiple public safety computer systems.
6. Perform several tasks at once and assign reasonable priorities to incoming calls.
7. Speak clearly and concisely in an understandable voice via radio, telephone and in person.
8. Work rotating shifts.
9. Enhances personal growth by attending seminars and in-service training

10. Maintain confidential & secure records under appropriate laws, rules and policies.

KNOWLEDGE, SKILLS AND ABILITIES

Individuals must possess the knowledge, skills and abilities listed or be able to explain and demonstrate that the individual can perform the essential functions of the job, with or without reasonable accommodation, using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices, to safely perform the essential functions of the job:

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; bend the body downward and forward by bending leg and spine; bend legs at knee to come to rest on the knee or knees; bend the body downward and forward by bending spine at the waist; raise objects from a lower to a higher position, or from a higher to lower position, or move objects horizontally from position to position. Essential functions involve sitting most of the time, but walking and standing may be required occasionally.
2. Ability to clearly express and exchange ideas by means of the spoken word. Essential functions include activities in which incumbent must convey important spoken instructions to employees and visitors.
3. Ability to receive detailed information through oral communication and to make fine discriminations in sound.
4. Ability to exert up to 15 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.
5. Visual acuity for work which deals largely with preparing and analyzing data and figures, accounting, transcription, computer terminal operations, extensive reading and visual inspection involving small parts/defects.
6. Ability to perform repetitive or routine duties working from detailed instructions and under standard procedures. Requires making minor decisions.
7. Ability to endure periods of heavy workload or stress.
8. Ability to work with frequent interruptions and respond appropriately to unexpected situations.
9. Ability to operate a CAD & SPOTS computer and related software.
10. Ability to establish and maintain effective communications and positive working relationships within the department, with other employees and the public.
11. Thorough knowledge of Center's street system & geography.
12. Strong ethical/moral character in keeping with the Town of Amherst public safety mission.

WORK SCHEDULE: Rotating schedule w/ occasional overtime.

QUALIFICATIONS:

Education/Experience: High School Diploma or GED (required)
Previous Public Safety Experience (preferred)
Emergency Medical Dispatch Certified (preferred)
CPR (required)
NH SPOTS Certification (preferred)



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW Road Maintenance - Crack Sealing RFP award.

Department: Public Works

Meeting Date: June 14, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

Crack Sealing is a method of improving a road condition. DPW has identified a series of road segments where crack sealing will provide a longer service life of existing pavement. If awarded, DPW desires to encumber the entire dollar value of the award as a separate staff report from finance.

BUDGET IMPACT:

(Include general ledger account numbers)

Crack Sealing is fully funded within the Road Maintenance budget line.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

vote to approve and then encumber the funds.

SUGGESTED MOTION:

I move that Henry W Dow be awarded the contract for RFP 08-21 for crack sealing in the amount of \$27,750 and that the town administrator be authorized to sign all related documents on behalf of the board.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. FY21 08-21 crack sealing award
2. Henry Dow
3. Indus Bid
4. Crack Seal bid 08-21
5. Crack Sealing bid 08-21 addendum number 1 5-21-21
6. Crack Sealing bid 08-21 addendum number 2 5-27-21
7. Crack Sealing bid 08-21 addendum number 3 5-27-21

TOWN OF AMHERST

Town Department: Public Works

Date: June 14, 2021

Line Item: 01-4312-70-2730 (Road Maintenance)

Budget Amount: \$100,000

Bid #:08-21

Item: Crack Sealing

Date Bid To Be Awarded: June 13, 2021

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u> <u>Interest Rate</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
Henry W. Dow 1. P.O. Box 247 Concord, NH 03302	Spring Rd. \$7,800.00 Lyndeborough Rd. \$3,900.00 BPR \$9,750.00; Manchester Rd.; 400.00 Merrimack Rd., \$1,900.00; Timber Chase Dr., \$1,900.00; Pine Rd. \$1,900.00	\$27,750.00	Low Bid, proven work history
Sealcoating Inc d/b/a Indus Braintree, MA 2.	Spring Rd. \$7,696.00 Lyndeborough Rd. \$6,678.00 BPR \$12,584.00; Manchester Rd.; 241.00 Merrimack Rd., \$1,384; Timber Chase Dr., \$720.00; Pine Rd. \$692.00	\$29,995.00	
3. Bedford Sealcoating Bedford NH	NO BID		
4. Crack Seal Inc. Raynam MA	NO BID		
5. Property Innovation Londonderry NH	NO BID		
6 Nicom Coatings Corp Berlin VT	NO BID		

Recommend bid be awarded to: Henry W. Dow

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the proposal form of this bid, to be known as Bid Number 08-21 Crack Sealing with the general provisions, specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or service needed to perform all the requirements for the project crack sealing, in Amherst, NH for the following unit prices;

<u>Roads</u>	<u>Distance</u>	<u>Bid</u>	<u>Written bid</u>
Spring Rd.	11,901 LF	\$ <u>7,800</u> ^w / ₁₀₀	<u>Seven thousand eight hundred</u> ^w / ₁₀₀ dollars/cents
Lyndeborough Rd.	3,600 LF	\$ <u>3,900</u> ^w / ₁₀₀	<u>Thirty nine hundred</u> ^w / ₁₀₀ dollars/cents
Boston Post Rd.	13,500 LF	\$ <u>9,750</u> ^w / ₁₀₀	<u>nine thousand seven hundred fifty</u> ^w / ₁₀₀ dollars/cents
Manchester Rd.	500 LF	\$ <u>400</u> ^w / ₁₀₀	<u>four hundred</u> ^w / ₁₀₀ dollars/cents
Merrimack Rd.	1,978 LF	\$ <u>1,900</u> ^w / ₁₀₀	<u>one thousand nine hundred</u> ^w / ₁₀₀ dollars/cents
Timber Chase Dr.	1,045 LF	\$ <u>1,900</u> ^w / ₁₀₀	<u>one thousand nine hundred</u> ^w / ₁₀₀ dollars/cents
Pine Rd.	2,835 LF	\$ <u>1,900</u> ^w / ₁₀₀	<u>one thousand nine hundred</u> ^w / ₁₀₀ dollars/cents
<u>total 27,550</u> ^w / ₁₀₀ all Roads			

Traffic Control:

The bidder will be responsible for traffic control Print Bidders/ Contractor's Name

¹ Henry W Dow member
Print Representative's Name and Title

P.O. Box 297
Street
603-228-2877
Telephone and Fax Number

Henry W Dow
Representative's Signature

Concord, NH 03302
City, State, and Zip Code
may 21, 2021
Date

¹ Person signing proposal must be a person in your company authorized to sign contracts with the Town of Amherst, NH.

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the proposal form of this bid, to be known as Bid Number 08-21 Crack Sealing with the general provisions, specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or service needed to perform all the requirements for the project crack sealing, in Amherst, NH for the following unit prices;

<u>Roads</u>	<u>Distance</u>	<u>Bid</u>	<u>Written bid</u>
Spring Rd.	11,901 LF	\$ 7,696.00	Seven Thousand Six Hundred Ninety Six dollars/cents
Lyndeborough Rd.	3,600 LF	\$ 6,678.00	Six Thousand Six Hundred Seventy Eight dollars/cents
Boston Post Rd.	13,500 LF	\$ 12,584.00	Twelve Thousand Five Hundred Eighty Four dollars/cents
Manchester Rd.	500 LF	\$ 241.00	Two Hundred Forty One dollars/cents
Merrimack Rd.	1,978 LF	\$ 1,384.00	One Thousand Three Hundred Eighty Four dollars/cents
Timber Chase Dr.	1,045 LF	\$ 720.00	Seven Hundred Twenty dollars/cents
Pine Rd.	2,835 LF	\$ 692.00	Six Hundred Ninety Two dollars/cents

Traffic Control:

The bidder will be responsible for traffic control Print Bidders/ Contractor's Name

¹ Richard L. Goodick, Vice President

Print Representative's Name and Title


Representative's Signature

Sealcoating, Inc, d/b/a indus, 825 Granite Street

Street

781-428-3400, 781-428-3430

Telephone and Fax Number

Braintree, MA 02184

City, State, and Zip Code

June 3, 2021

Date

¹ Person signing proposal must be a person in your company authorized to sign contracts with the Town of Amherst, NH.



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 Fax (603) 249-8857

ehahn@amherstnh.gov

BID NUMBER 08-21

"CRACK SEALING"

INVITATION TO BID

The Town of Amherst, NH is inviting contract proposals at the Public Works Office, 22 Dodge Rd., Amherst New Hampshire for **Hot-Poured Crack Sealing** for various roads in Amherst.

Preference will be given to contractors that can commit to a work completion date of August 27, 2021; however the substantial completion date of the contract will be September 24, 2021.

Bidding documents may be obtained, at no charge, from the Public Works office at 22 Dodge Road, Amherst New Hampshire.

Review of roads can be by appointment with the Director of Public Works or his designee, 603-673-2317.

Bids will be received at the Public Works Department, 22 Dodge Rd., Amherst, NH until 10:00am, Monday, June 7, 2021. Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at the Public Works office. Bids will be taken under advisement and award will be by the Board of Selectmen at a regular board meeting.

Roads to be Crack Sealed

Spring Rd (from Merrimack town line to Upham Rd.)

Approximately 11,901 linear feet

Lyndeborough Rd. (From pavement seam west of Candlewood Dr. to pavement seam west of #27)

Approximately 3,600 linear feet

Boston Post Rd. (Merrimack T/L to Merrimack Rd.)

Approximately 13,500 linear feet

Manchester Rd. (From Mack Hill to #13 Manchester Rd.)

Approximately 500 linear feet

Merrimack Rd. (From Boston Post Rd. to County Rd.)

Approximately 1,978 linear feet

Timber Chase Dr.

Approximately 1,045 linear feet

Pine Rd.

Approximately 2,835 linear feet

***** Please note: If the total bid amount is in excess of \$25,000.00 the Town of Amherst reserves the right to choose the roads listed above to meet available funding.**

Agreement

This agreement is made on _____, 2021, between the Town of Amherst
and Contractor _____ for **Hot Pour Crack Sealant**

The owner and contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENT**

The contractor shall complete the work described in the contract documents for the project. The Contract document consists of:

1. Invitation to Bid
2. General Provisions, Attachment A, dated May 10, 2021
3. Specifications, Attachment B, dated May 10, 2021
4. Contractor's Proposal
5. Any issued addenda
6. This agreement signed by the Owner and the Contractor
7. Written change orders or orders for minor changes in the work issued after execution of this agreement.

**ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be June 15, 2021. The contractor shall substantially complete the work no later than September 24, 2021, subject to adjustments by change orders.

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the proposal form of this bid, to be known as Bid Number 08-21 Crack Sealing with the general provisions, specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or service needed to perform all the requirements for the project **crack sealing**, in Amherst, NH for the following unit prices;

<u>Roads</u>	<u>Distance</u>	<u>Bid</u>	<u>Written bid</u>
Spring Rd.	11,901 LF	\$ _____	_____ dollars/cents
Lyndeborough Rd.	3,600 LF	\$ _____	_____ dollars/cents
Boston Post Rd.	13,500 LF	\$ _____	_____ dollars/cents
Manchester Rd.	500 LF	\$ _____	_____ dollars/cents
Merrimack Rd.	1,978 LF	\$ _____	_____ dollars/cents
Timber Chase Dr.	1,045 LF	\$ _____	_____ dollars/cents
Pine Rd.	2,835 LF	\$ _____	_____ dollars/cents

Traffic Control:

The bidder will be responsible for traffic control Print Bidders/ Contractor's Name

1 _____ Print Representative's Name and Title	_____ Representative's Signature
_____ Street	_____ City, State, and Zip Code
_____ Telephone and Fax Number	_____ Date

¹ Person signing proposal must be a person in your company authorized to sign contracts with the Town of Amherst, NH.

ARTICLE III CONTRACT SUM

Subject to additions and deductions by change order, the contract sum is listed on page four of this document by individual road.

ARTICLE IV PAYMENT

Based on the Contractor's application for payment for complete work, certified by the Director of Public Works or his designee, the Town of Amherst shall pay the contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified, and payment made, within fifteen (15) working days of the approved amount of the invoice.
4. Performance Payment Security shall not be required.

ARTICLE V INSURANCE

The contractor shall provide satisfactory evidence of both Contractor's Liability and workers Compensation Insurance.

ARTICLE VI OTHER TERMS AND CONDITIONS

Upon recommendation by the Amherst Director of Public Works, the Amherst Board of Selectmen will award this contract at a regular meeting night. After which, within five working days, written notification of the award will be made from the Public Works office to all bidders, and the contract will be finalized with the successful contractor to include but not be limited to scheduling of work.

There shall be project meetings as necessary, scheduled by either the contractor or the Amherst Director of Public Works or his/her designee between the owner and contractor.

Town of Amherst, NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

Attachment A
May 10, 2021

General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked **"Town of Amherst Bid # 08-21 Crack Sealing"** and will be received at the Public Works Department, 22 Dodge Rd. Amherst, NH until 10:00AM Monday, June 7, 2021.
2. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room at the Department of Public Works, 22 Dodge Road, Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

10. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
11. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
12. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
13. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.
 - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.
 - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:
 - (1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident.
 - (2) Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of one accident or all accidents.
 - C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insured on all policies required, except Worker's Compensation.

- D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
16. Work on this project shall commence as soon as the Town has roads prepared and after signing of the contract and shall be completed in its entirety prior to September 24, 2021.
17. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
18. The bidder will guarantee the work and materials and the work and the materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the bidder's responsibility.
19. The Contract Documents shall include the "Invitation to Bid", "General Provisions", "Specifications", "Proposal", any issued addenda, and the final executed "Contract Agreement".
- The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.
- The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.
20. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor shall also carefully examine the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.
21. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within fifteen (15) days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the

Board of Selectmen that all payrolls, material bills, and other indebtedness connected with the work have been paid.

22. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
 - B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
 - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
23. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

24. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

FAILURE TO COMPLETE ON TIME. For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be \$500.00 per day.

The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damage and the Contractor and its SURETY shall be liable to the Town for all additional liquidated damages as provided herein.

25. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.

26. In determining the successful bidder, in addition to price, the following shall be considered:

- a. The ability and skill of the bidder to perform the contract;
- b. Whether the bidder can perform the contract promptly without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- d. The quality of performance of previous contracts for services.

Minimum Product Specifications

Random-Crack Sealing by Rubberized Reinforced Method

1. Scope of work

The work covered by this section of the specifications consist of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with **mechanical cleaning (by compressed air) or mechanical wire brush and sealing for construction and random cracks** in bituminous concrete paving.

2. Material

Materials shall meet the requirements of AASHTO M324 (ASTM D6690) Type II

3. Equipment

Equipment used in the performance of the work required by this section of the specifications shall be subject to an initial inspection by the Public Works Director or his designee and maintained in a satisfactory working condition at all times.

- a. Air compressor:** Air compressors shall be portable and capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 pounds per square inch at the nozzle with a minimum blast flow of psi. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- b.** Manually operated, gas powered air broom or self-propelled sweeper designed especially for use in cleaning highway shall be used to remove debris, dirt, and dust from the cracks.
- c.** At a minimum, hand tools shall consist of brooms, shovels, metal bars with chisel shaped ends, and other appropriate tools required to accomplish the work.
- d. Melting Kettle:** the unit used to melt the joint sealing compound shall be double boiler, indirect fired type. The space between the inner and outer shells shall be filled with suitable heat transfer oil or substitute having a flash point of not less than 600 degrees F. The kettle shall be equipped with a satisfactory means of agitating the joint sealer at all times. This may be accomplished by continuous stirring with mechanically operated paddles and / or by continuous circulating gear pump attached to the heating unit. Kettles equipped with rocking type agitation shall not be used. The kettle must be equipped with thermostatic control calibrated to keep the product between 350 degrees F and 375 degrees F. or within manufacturer's specifications.

4. Preparation of Cracks

- a. Debris removal: All cracks shall be routed and blown clean by high pressure air or an equivalent method approved by the Director of Public Works or his designee. Air compressor shall be equipped with traps that maintain the compressed air free of oil and water and be capable of furnishing not less than 100 cubic feet of air per minute at not less than ninety pounds per square inch pressure at nozzle. All old material and other debris removed from pavement surface immediately by means of power sweeper or hand brooms or air brooms. Cracks to be cleaned and contaminates removed.
- b. General: No crack sealing material shall be applied in wet cracks, or when frost, snow, or ice is neither present nor when pavement temperature is below 50 degrees F. For drying the crack prior to application, a hot air lance can be used.

5. Preparation and placement of sealer

- a. Joint sealing material shall be heated and applied at a temperature specified by the manufacturer and reviewed by the Director of Public Works or his designee.
- b. The hot-poured sealant shall be applied to the cracks using hand pouring pots or wand applicators within 2 minutes following hot-air lance cleaning. Only wand applicators shall be used for crack filling when cracks are not covered by an asphalt pavement overlay.
- c. All cracks to be treated shall be filled to a minimum of 1/16 inch and a maximum of 1/8 inch (1 mm to 3 mm) below the pavement surface with hot-poured sealant with the sealant left slightly concave. Filling flush, overfilling, and overbanding of cracks will not be allowed. Sealant shall tightly bond to the pavement. The sealant bond to the pavement shall be checked after it has sufficiently cooled. If the sealant does not bond to the pavement, sealant shall be removed, and crack sealing operations discontinued, until debonding problem is corrected.
- d. If bubbling occurs during application, moisture still exists in the crack and work must be postponed until the cracks are dry.
- e. When traffic requires immediate use of the roadway, an approved aggregate shall be broadcast over cracks to prevent sealer pickup by vehicular traffic.

6. Workmanship

All workmanship shall be of the highest quality, and excess or spilled sealer shall be removed from the pavement by approved methods and disposed of using best management practices. Workmanship not meeting best management practices will result in grounds for dismissal.

7. Performance

- a. It is the intentions of the Amherst Department of Public Works to recommend awarding this contract to the lowest bidder who can furnish satisfactory evidence that he or she has the ability and experience to perform this type of work, and that he or she has sufficient capital and equipment to enable him or her to complete the work successfully within the time frame named in the contract.

- b.** The contractor should be prepared to submit six successfully completed crack sealing jobs within the last year including contact names and phone numbers.

8. Traffic Control

- a.** The Town of Amherst recognizes the importance in allowing hot pour sealant adequate curing time (15-30 min). Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being crack filled. Traffic may be permitted on the crack fill section immediately if an approved blotting material is used or as soon as tracking does not result.
- b.** Flagmen, when required, will be furnished by the contractor.



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 Fax (603) 249-8857

ehahn@amherstnh.gov

May 21, 2021

BID NUMBER 08-21

“CRACK SEALING”

ADDENDUM #1

Purpose

This Addendum #1 is in reference to bid number 08-21, “Crack Sealing.” The purpose of this Addendum is as follows:

- 1) to amend the total linear feet to be crack sealed on Lyndeborough Rd. from 3,600 linear feet to 4,224 linear feet.
- 2) To amend the language of page 2, “Roads to be Crack Sealed” to read:
Lyndeborough Rd. (From pavement seam west of Candlewood Dr. to pavement seam at mailbox number 26) **Approximately 4,224 linear feet**

Bids will be received at the Public Works Department, 22 Dodge Rd., Amherst, NH until 10:00am, Monday, June 7, 2021.



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 Fax (603) 249-8857

ehahn@amherstnh.gov

May 27, 2021

BID NUMBER 08-21

“CRACK SEALING”

ADDENDUM #2

Purpose

This Addendum #2 is in reference to bid number 08-21, “Crack Sealing.” The purpose of this Addendum is as follows:

- 1) To amend the language for road segment descriptions on page 2, listed under ***“Roads to be Crack Sealed,”*** as follows:
 - a. Change Spring Rd. description to read – “Spring Rd. (from Merrimack town line to Baboosic Lake Rd.) **Approximately 11,901 linear feet**”
 - b. Change Merrimack Rd. description to read – “Merrimack Rd. (From Boston Post Rd. to Corduroy Rd.) **Approximately 1,978 linear feet**”

Bids will be received at the Public Works Department, 22 Dodge Rd., Amherst, NH until 10:00am, Monday, June 7, 2021.



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317 Fax (603) 249-8857

ehahn@amherstnh.gov

May 27, 2021

BID NUMBER 08-21

“CRACK SEALING”

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Bids will be received at the Public Works Department, 22 Dodge Rd., Amherst, NH until 10:00am, Monday, June 7, 2021.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Energy Efficiency Lighting Upgrade projects. **Department:** Public Works

Meeting Date: June 14, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

DPW had a lighting energy improvement audit performed at 4 town buildings. Central Fire Station/Parking lot, DPW Buildings/yard/salt barn, Recreation Offices and the Transfer Station. The individual projects with costs and savings are attached. The project cost is divided between Eversource Incentives and the Town out of pocket cost. There is no rebate or reimbursement required of the Town. Eversource will directly contribute their portion to their approved vendor. All lighting upgrades proposed are LED fixtures. The total Town cost for all four projects is \$13,600.12 and save \$776.94/month. The two most productive projects are at DPW and Central Fire. For \$2,979.09 out of pocket at Central Fire we can save \$300/month and at DPW for \$7,513.96 we can save \$357.63/month. Each proposal is complete, including pages for authorizing signatures to initiate the project(s).

BUDGET IMPACT:

(Include general ledger account numbers)

The project total cost are funded within the Buildings and Grounds and DPW Admin Budgets. As a separate Staff Report from Finance, DPW desires that this total award be encumbered into FY22.

POLICY IMPLICATIONS:

The Town will proactively reduce both total utility recurring costs and reduce our Green House Gas Footprint.

DEPARTMENT HEAD RECOMMENDATION:

Approve the projects

SUGGESTED MOTION:

I move to approve all four energy efficiency projects, Central Fire, DPW, Transfer Station and Recreation Offices to World Energy Services in the amount of \$13,600.12 and that the Town Administrator authorized to sign all related documents.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Town of Amherst NH - Transfer Station_Proposal_2021-05-19
2. Town of Amherst NH - Recreation Department_Proposal_2021-05-19
3. Town of Amherst NH - DPW_Proposal_2021-05-19
4. Town of Amherst NH - Fire Station_Proposal_2021-05-19



ENERGY EFFICIENCY PROPOSAL

Town of Amherst NH -
Transfer Station



PREPARED BY

Mark Wrona
5087135661
Mark.Wrona@WorldenergyES.com

DEVELOPED FOR

Eric Hahn
260 NH-101
Amherst , NH 03031

May 19, 2021

PROJECT SUMMARY

World Energy Efficiency Services ("World Energy") conducted an efficiency assessment of your facility to identify measures to help conserve energy at your facility. As a result of our findings, we recommend the below energy efficiency measures. The estimated energy savings were determined based on the customer's reporting of operational characteristics and the assumption that the facilities mechanical equipment was operating without significant faults.

The work proposed is turnkey and includes installation, material, sales tax (if applicable), electrical permit and recycling of the existing lamps and ballasts. World Energy also provides a two-year warranty on parts and labor. Additional manufacturer warranty applies after the World Energy warranty. Any changes in the scope of work and costs will be provided to the customer in writing and approved by the customer before any work is performed.

World Energy is not responsible for certain conditions that are unforeseen during the proposal and/or installation process. Unforeseen conditions may cause a delay in the completion of the services until such unforeseen condition are remedied.

PROPOSED MEASURES

- LED Lighting

PROJECT HIGHLIGHTS

This project is for retrofitting your existing florescent fixtures to accept LED by removing the bulbs and ballasts and replacing with new LED bulbs and LED drivers, replacing assorted screw in bulbs with new LED screw ins, and replacing 7 HID fixtures with new LED fixtures. We will also recycle the old bulbs and ballasts.

ENERGY EFFICIENCY MEASURES

LED – SCREW INS



Screw based LEDs are offered in a variety of shapes and sizes to fit all existing sockets and many different applications.

Key Benefits Compared to Halogen Bulbs



80% Less Energy



Lasts up to 30 Times Longer

LED LINEAR TUBES



LED tubes are an effective, energy saving replacement for your existing fluorescent tubes. Offering in a variety of lengths, this is a low cost replacement option to retrofit your existing fixtures.

Key Benefits Compared to Fluorescent Tubes



80% More Efficient



40% Longer Lifespan

LED FIXTURES – EXTERIOR



Updating your exterior lighting with new LED fixtures provides substantial energy savings, a more uniform, well-lit environment and also lasts 65% longer than traditional sources.

Key Benefits



Between 60% & 90% More Efficient



65% Longer Lifespan

PROJECT FINANCIAL SUMMARY

PROJECT COSTS

TOTAL PROJECT COST	\$4,655.10
UTILITY INCENTIVE	\$2,327.55

NET PURCHASE PRICE \$2,327.55

CASH FLOW

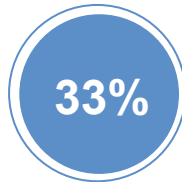
MONTHLY SAVINGS	\$64.03
-----------------	---------

MONTHLY CASH FLOW

SAVINGS SNAPSHOTS



SIMPLE
PAYBACK



ROI



10 YEAR SAVINGS



% ENERGY
REDUCTION

ENVIRONMENTAL ANALYSIS

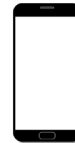


4

Acres of U.S Forest
Storing Carbon for 1-Year

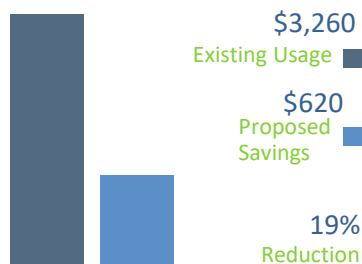


8,365
Miles Driven



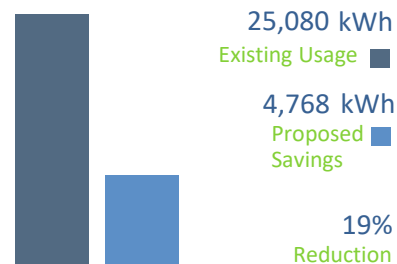
429,935
Smartphones
Charged

ANNUAL SAVINGS



TOTAL ANNUAL SAVINGS \$620

ENERGY ANALYSIS



TOTAL ANNUAL SAVINGS 4,768 kWh

*These 'Existing' numbers are estimated based on the size and hours of your building

PRICE & ESTIMATED SAVINGS TABLES

Financial Economics

EEM #	PROPOSED MEASURES	Total		OS&M Savings	Pre-Tax Price	Estimated Incentive	Sales Tax	Net Price	ROI	Simple Payback
		Energy Savings	\$/yr							
1	Lighting & Lighting Controls		\$/yr	\$/yr	\$	\$	\$	\$	%	yr
			\$619.84	\$148.50	\$4,655.10	\$2,327.55	\$0.00	\$2,327.55	33%	3.03
Total			\$619.84	\$148.50	\$4,655.10	\$2,327.55	\$0.00	\$2,327.55	33%	3.03

Savings Analysis

EEM #	PROPOSED MEASURES	Electric Savings			Gas Savings		Total		% Electric	Simple Payback
		kW	kWh/yr	\$/yr	Therm/yr	\$/yr	Energy Savings	\$/yr		
1	Lighting & Lighting Controls									
		2.916	4,768	\$619.84	0	\$0.00	\$619.84	\$619.84	100.0%	3.03
Total		2.916	4,768	\$619.84	0	\$0.00	\$619.84	\$619.84	100.0%	3.03

INITIAL

LIGHTING AND LIGHTING CONTROLS

FIXTURE LINE BY LINE ANALYSIS											
Existing						Proposed					
Line Item	Location	World Energy Description	Kelvin	Qty	Hours	Watts per Fixture	WorldEnergyDescription	Kelvin	Qty	Hours	System Watts
001	Main area	400w MH/MV/PSMH/HPS - Shoebox	5000	2	2,000	455	75w LED Shoebox	5000	2	2,000	75
002	area in the middle	150w MH/MV/PSMH/HPS - Flood	5000	2	1,500	190	30w LED Flood	5000	2	1,500	30
003	trash area	1x8 4L 18 w/ NP Electronic Ballast - Vapor Tight	5000	2	1,500	112	1x8 4L 44w T8 Type C w/ D Driver - RL8	5000	2	1,500	44
004	lundi room shed	90w inc/Halogen/Quartz - PAR38 Screw in	5000	2	1,500	90	PAR38 12w LED Screw in	5000	2	1,500	12
005	oil coop DONT DO	0	0	0	-	0	No Recommendation	5000	0	-	0
006	battery DONT DO	0	0	0	-	0	No Recommendation	5000	0	-	0
007	anti freeze DONT DO	0	0	0	-	0	No Recommendation	5000	0	-	0
008	green Recycle booth	60w inc/Halogen/Quartz - A19 Screw in	5000	1	2,000	60	A19 9w LED screw in	5000	1	2,000	9
009	green Recycle booth	90w inc/Halogen/Quartz - PAR38 screw in	5000	2	2,000	90	PAR38 12w LED Screw in	5000	2	2,000	12
010	scale house DONT DO OUTSIDE	0	0	0	-	0	No Recommendation	5000	0	-	0
011	scale house inside	1x8 4L 18 w/ NP Electronic Ballast - Strip	5000	1	2,000	112	1x8 4L 44w T8 Type C w/ D Driver - RL8	5000	1	2,000	44
012	tree near red barn	150w MH/MV/PSMH/HPS - Flood	5000	2	2,000	190	30w LED Flood	5000	2	2,000	30
013	book swap red barn	1x8 8' 2L 11.2 w/ NP Electronic Ballast - Strip	5000	4	1,500	134	1x8 4L 44w T8 Type C w/ D Driver - Strip Kit	5000	4	1,500	44
014	bathroom	1x4 2L 18 w/ NP Electronic Ballast - Strip	5000	1	500	60	1x4 2L 22w T8 Type C w/ D Driver - RL8	5000	1	500	22
015	bathroom	60w inc/Halogen/Quartz - A19 Screw in	5000	1	500	60	A19 9w LED screw in	5000	1	500	9
016	tank room	1x4 2L 18 w/ NP Electronic Ballast - Strip	5000	1	1,000	60	1x4 2L 22w T8 Type C w/ D Driver - RL8	5000	1	1,000	22
017	above work station	150w MH/MV/PSMH/HPS - Flood	5000	1	800	190	30w LED Flood	5000	1	800	30
018	old scale	1x8 8' 2L 11.2 w/ NP Electronic Ballast - Strip	5000	1	800	134	1x8 4L 44w T8 Type C w/ D Driver - Strip Kit	5000	1	800	44
019	gens recycling	1x8 4L 18 w/ NP Electronic Ballast - Vapor Tight	5000	2	1,500	112	1x8 4L 44w T8 Type C w/ D Driver - RL8	5000	2	1,500	44
020	gens recycling	1x4 2L 18 w/ NP Electronic Ballast - Vapor Tight	5000	2	1,500	60	1x4 2L 22w T8 Type C w/ D Driver - RL8	5000	2	1,500	22
Total				27					27		

INITIAL _____

STATEMENT OF WORK

Statement of Work for Eversource Small Business Energy Advantage Program

This Statement of Work ('SOW') is entered into between World Energy Efficiency Services, LLC ('World Energy') and Town of Amherst NH - Transfer Station ('Customer') as of the date by which World Energy executes this SOW.

Project Overview:

- Energy Efficiency Measures ("EEMs") per the proposal titled "ENERGY EFFICIENCY PROPOSAL PREPARED FOR : Town of Amherst NH - Transfer Station and dated 05/19/2021 (the "Proposal")
- Non-Prevailing
- Customer will provide World Energy with access to Customer's premises as may be reasonably required in order to permit World Energy to perform the services in a timely manner

Service Exclusions:

- Performance and/or payment bond
- New Tombstones for existing fixtures (Unless otherwise noted)
- Old equipment disposal
- Asbestos abatement
- Painting and patching
- Repair or replacement of unforeseen conditions including but not limited to existing code violations, structural issues, asbestos, lead paint, oil or other hazardous materials, and old or deteriorating wiring
- Non-functioning equipment repair
- Overtime, weekend, or overnight work
 - Pricing is straight time only

Fee:

Project Total	\$4,655.10
Less Incentive	\$2,327.55
Customer Portion due to World Energy	\$2,327.55

Payment Terms (check one):

- 50% upon the initial Invoice*
- 50% upon Certificate of Completion

* Note: If total Customer Portion due to World Energy is less than \$1,500 there will be no initial deposit and all funds will be due upon Certificate of Completion.

Deposits are due upon receipt of invoice. Remaining balance is due and payable net thirty (30) days from invoice date. All overdue payments shall bear interest of the lesser of (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, in either case plus World Energy's cost of collection (including reasonable attorney's fees).

Invoices to be sent to:

Customer:

Address:

Attn:

Email:

Flow Down:

Scope of Work:

- Project # as stated in the summary of the proposed retrofit work ('Executive Summary')
- EEM#(s) 1 - 2 from the Energy Efficiency Proposal to Town of Amherst NH - Transfer Station from World Energy dated 05-19-2021 ('Proposal').

Change Orders:

Any changes to the scope of work shall be made by the execution of a Change Order between the parties substantially in the form attached hereto as Attachment 1 per the Customer Agreement.

Certificate of Completion:

Upon completion of the Services by World Energy, Customer shall execute the attached Notice of Completion (Attachment 2) and return to World Energy.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed on the date set forth below.

World Energy Efficiency Services, LLC

Customer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CHANGE ORDER (Attachment 1)

Attachment 1
World Energy Efficiency Services, LLC
24 Rockdale Street
Worcester, MA 01606
Change Order

Change Order No.: _____ Date: _____
Project Name: _____ Utility: _____
Location: _____
Counterparty: _____
Contract: _____
Statement of Work(s) or Purchase Order(s): _____
Scope Change: _____
Is this change Prescriptive or Custom: ☐ PRESCRIPTIVE ☐ CUSTOM
Is Utility Incentive Approval Required: ☐ YES ☐ NO
Utility Incentive Approved: ☐ YES ☐ NO
Summary of Contract Changes
Original Contract Amount: _____
Previous Approved Change Order(s): _____
Amount of this Change Order: _____
Revised Contract Amount: _____
Original Incentive Amount: _____
Revised Incentive Amount: _____
Revised Customer Portion: _____

This Change Order represents a modification between the parties to the Agreement and any Statements of Work and/or Purchase Orders referenced above. This Change Order supersedes any and all prior negotiations, qualifications and terms for the changes in scope specifically described in this Change Order. Except as modified by this Change Order, the Agreement and any and all Statements of Work and/or Purchase orders remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed on the day and year set forth above.

World Energy Efficiency Services, LLC Counterparty

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

CERTIFICATE OF COMPLETION (Attachment 2)

Attachment 2
CERTIFICATE OF COMPLETION - CUSTOMER

(Customer Name)
(Address 1)
City, State Zip

Reference: {insert P.O. number or SOW reference} (the "SOW") under the Efficiency Services Agreement (the "Agreement")

This letter certifies that as of the date referenced below ("Acceptance Date"), World Energy Efficiency Services, LLC ("World Energy") has met all of the requirements listed in the above referenced SOW and the Agreement, except any warranty obligations it may have in connection with its performance in accordance with the Agreement. All other obligations stated therein have been satisfied as of the Acceptance Date and World Energy will be paid the amounts owed in accordance with the SOW and the Agreement.

(Customer Name)

By: _____
Print Name: _____
Title: _____
Date: _____

FOR INTERNAL USE ONLY

In connection with the above referenced SOW and the Agreement ("Arrangement") I certify that as of the Acceptance Date, World Energy ("Company") has met all of the requirements except any warranty obligations it may have in connection with its performance in accordance with the Arrangement. I have provided or disclosed to the Finance Department, all agreements associated with the above referenced Arrangement. To the best of my knowledge, the Arrangement is not supplemented by undisclosed written or oral:

- Side agreements that amend or contradict the Arrangement.
- Commitments granting additional discounts, rebates or free product.
- Commitments granting right to return, exchange or upgrade.
- Other future commitments.

I have complied with the Company's Business Code of Ethics and Corporate Governance policy. I understand the Company will use this information to prepare its financial statements for filing with the Securities and Exchange Commission in accordance with applicable laws.

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Project value greater than \$25,000 require V.P. Operations Signature

Customer initials _____



Energy Efficiency Program for Small Business

CUSTOMER INFORMATION

Company Name

Town of Amherst NH - Transfer Station

Phone

6032492317

Email

ehahn@amherstnh.gov

Contact Person First Name

Contact Person Last Name

Eric Hahn

Electric Account #

56542174065

Service Address

260 NH-101

Project #

0

City

Amherst

State

NH

Zip

03031

PRIMARY USE

Business Category

0

Business Category

0

MEASURE TYPES

Check All that Apply

☒ Lighting and Controls

☐ HVAC Controls

☐ Refrigeration (NRM only)

☐ Motors

☐ Process

☐ Other

PROJECT COST

Total Project Cost

\$4,655.10

Eversource Contribution

\$2,327.55

Customer Contribution

\$2,327.55

Would you like to finance your portion of the project cost?

☒ No, I will pay the Contractor directly in full.

☐ Yes. Choose your preferred terms:

☐ 12 months at \$ 0.00 /month ☐ 24 months at \$ 0.00 /month

☐ 36 months at \$ ____/month ☐ 48 months at \$ ____/month

☐ I understand that the financed portion of my project cost will appear on my electric bill

Please initial: _____



Energy Efficiency Program for Small Business

CUSTOMER ACKNOWLEDGMENT

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name

World Energy Efficiency Services

Auditor Name

Mark Wrona

Customer Name (printed)

Customer Signature

Date

CHANGE AUTHORIZATION

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

Electric Cost

\$

Eversource Contribution

\$

Customer Contribution

\$

Terms

☐ 12 months at \$___/ month ☐ 24 months at \$___/ month ☐ 36 months at \$___/ month ☐ 48 months at \$___/ month

Note: Maximum term is based off payback period plus one year.

Authorized Signature

Name (printed)

Date

CUSTOMER ACKNOWLEDGMENT OF PROJECT INSTALLATION

I certify that all energy efficiency measures covered by this application have been installed in a satisfactory manner.

Vendor Name

Customer Name (printed)

Auditor Name

Customer Signature

Date



Energy Efficiency Program for Small Business

TERMS AND CONDITIONS

1. **Customer Eligibility.** The Energy Efficiency Program for Small Business is available to non-residential customers who meet the specific eligibility requirements, in the service territory of either NSTAR Electric Company, Western Massachusetts Electric Company or Public Service Company of New Hampshire (individually, "the Company.") Non-residential customers in Public Service Company of New Hampshire are eligible to finance projects if the Customer is in good standing with the Company and has been a customer receiving service for more than 12 consecutive months. Customer shall not have received a disconnection notice in the previous 12 months.
2. **Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If the customer identified in the Customer information section above ("Customer") elects to finance its portion of the cost of the ECMs (the "Customer Contribution") with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
3. **Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the installation contractor, or in equal monthly installments up to forty-eight (48) months directly to the Company. The total Customer Contribution shall be more than \$1,500 and not exceed \$20,000 for customers of Public Service Company of New Hampshire. No interest will be charged for, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.) In the event the Customer closes its electric service account, any remaining portion of the Customer Contribution shall immediately become due and payable, unless a successor customer agrees to assume payment of the Customer Contribution and executes a new agreement covering the ECMs and the remaining Customer Contribution within 30 days of the original account closure.
4. **Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill for customers in Eversource Electric Territory. The Company will add a line item in the monthly electric bill for customers in Western Massachusetts and Public Service Company of New Hampshire.
 - Financing will be available to Customer for up to 48 months with a minimum customer financial commitment of \$25/month.
5. **3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
 - Lender to qualify customer
 - Invoicing monthly payment will be administered by 3rd Party Lender
6. **Program Changes.** The Energy Efficiency Program for Small Business and these T&Cs may be changed by the Company at any time without notice.
7. **Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this removed equipment in the service territory of the Company or its affiliates.
8. **Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
9. **Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
10. **Limitation of Liability.** Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
11. **No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
1. **Obligations Between the Parties.** The Company shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
2. **Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not, invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
3. **Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.



World Energy Efficiency Services, LLC. Is focused on assessing, developing, engineering, and managing commercial energy efficiency projects. Specifically, projects include commercial building energy audits, project scope development, equipment specifications and ROI analyses. We work with local utilities on incentive programs, present project analyses and provide turnkey energy efficiency project solutions for our customers. Our focus is on high ROI lighting, mechanical and energy management systems.

24 Rockdale St., Worcester, MA 01606

774-420-2764

info@worldenergyes.com

www.worldenergyes.com



ENERGY EFFICIENCY PROPOSAL

Town of Amherst NH -
Recreation Department



PREPARED BY

Mark Wrona
5087135661
Mark.Wrona@WorldenergyES.com

DEVELOPED FOR

Eric Hahn
4 Cross Street
Amherst, NH 03031

May 19, 2021

PROJECT SUMMARY

World Energy Efficiency Services ("World Energy") conducted an efficiency assessment of your facility to identify measures to help conserve energy at your facility. As a result of our findings, we recommend the below energy efficiency measures. The estimated energy savings were determined based on the customer's reporting of operational characteristics and the assumption that the facilities mechanical equipment was operating without significant faults.

The work proposed is turnkey and includes installation, material, sales tax (if applicable), electrical permit and recycling of the existing lamps and ballasts. World Energy also provides a two-year warranty on parts and labor. Additional manufacturer warranty applies after the World Energy warranty. Any changes in the scope of work and costs will be provided to the customer in writing and approved by the customer before any work is performed.

World Energy is not responsible for certain conditions that are unforeseen during the proposal and/or installation process. Unforeseen conditions may cause a delay in the completion of the services until such unforeseen condition are remedied.

PROPOSED MEASURES

- LED Lighting

PROJECT HIGHLIGHTS

This project is for retrofitting existing interior fixtures to accept LED by removing the bulbs and ballasts and replacing with new LED bulbs and LED drivers, replacing 2 outside lights with new LED fixtures, and replacing assorted screw in bulbs with new LED screw in bulbs. We will recycle the old bulbs and ballasts.

ENERGY EFFICIENCY MEASURES

LED – SCREW INS



Screw based LEDs are offered in a variety of shapes and sizes to fit all existing sockets and many different applications.

Key Benefits Compared to Halogen Bulbs



80% Less Energy



Lasts up to 30 Times Longer

LED LINEAR TUBES



LED tubes are an effective, energy saving replacement for your existing fluorescent tubes. Offering in a variety of lengths, this is a low cost replacement option to retrofit your existing fixtures.

Key Benefits Compared to Fluorescent Tubes



80% More Efficient



40% Longer Lifespan

LED FIXTURES – EXTERIOR



Updating your exterior lighting with new LED fixtures provides substantial energy savings, a more uniform, well-lit environment and also lasts 65% longer than traditional sources.

Key Benefits



Between 60% & 90% More Efficient



65% Longer Lifespan

PROJECT FINANCIAL SUMMARY

PROJECT COSTS

TOTAL PROJECT COST	\$2,598.40
UTILITY INCENTIVE	\$1,818.88

NET PURCHASE PRICE \$779.52

CASH FLOW

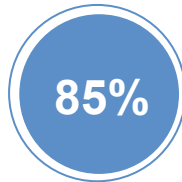
MONTHLY SAVINGS	\$55.12
-----------------	---------

MONTHLY CASH FLOW

SAVINGS SNAPSHOTS



SIMPLE
PAYBACK



ROI



10 YEAR SAVINGS



% ENERGY
REDUCTION

ENVIRONMENTAL ANALYSIS

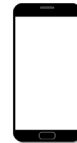


4

Acres of U.S Forest
Storing Carbon for 1-Year

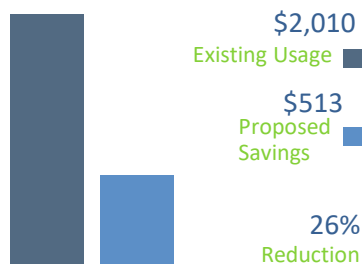


6,923
Miles Driven



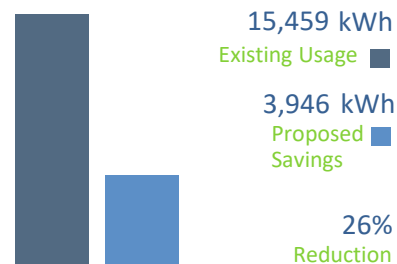
355,815
Smartphones
Charged

ANNUAL SAVINGS



TOTAL ANNUAL SAVINGS \$513

ENERGY ANALYSIS



TOTAL ANNUAL SAVINGS 3,946 kWh

*These 'Existing' numbers are estimated based on the size and hours of your building

PRICE & ESTIMATED SAVINGS TABLES

Financial Economics

EEM #	PROPOSED MEASURES	Total		Pre-Tax Price	Estimated Incentive	Sales Tax	Net Price	ROI	Simple Payback
		Energy Savings	O&M Savings						
1	Lighting & Lighting Controls	\$/yr	\$/yr	\$	\$	\$	\$	%	yr
		\$512.98	\$148.50	\$2,598.40	\$1,818.88	\$0.00	\$779.52	85%	1.18
Total		\$512.98	\$148.50	\$2,598.40	\$1,818.88	\$0.00	\$779.52	85%	1.18

Savings Analysis

EEM #	PROPOSED MEASURES	Electric Savings			Gas Savings		Total		% Electric	Simple Payback
		kW	kWh/yr	\$/yr	Therm/yr	\$/yr	Energy Savings			
1	Lighting & Lighting Controls	1.793	3,946	\$512.98	0	\$0.00	\$512.98		100.0%	1.18
Total		1.793	3,946	\$512.98	0	\$0.00	\$512.98		100.0%	1.18

INITIAL

LIGHTING AND LIGHTING CONTROLS

FACILITY LINE BY LINE ANALYSIS											
Existing						Proposed					
Line Item	Location	World Energy Description	Kelvin	Qty	Hours	Watts per Fixture	World Energy Description	Kelvin	Qty	Hours	System Watts
001	office area	1x4 2L 18 w/ NP Electronic Ballast - Wrap	4100	3	2,400	60	1x4 2L 22w T8 Type C w/ D Driver - R188	4100	3	2,400	22
002	upstairs office with sports balls	60w Inc/Halogen/Quartz - A19 Screw In	4100	2	1,500	60	A19 9w LED Screw In	4100	2	1,500	9
003	stairs	60w Inc/Halogen/Quartz - A19 Screw In	4100	5	1,500	60	A19 9w LED Screw In	4100	5	1,500	9
004	downstair rec director office	1x4 2L 18 w/ NP Electronic Ballast - Wrap	4100	4	2,400	60	1x4 2L 22w T8 Type C w/ D Driver - R188	4100	4	2,400	22
005	downstair rec director office closet	1x2 1L 18 w/ NP Electronic Ballast - Strip	4100	1	1,000	17	1x2 1L 10w T8 Type C w/ D Driver - R188	4100	1	1,000	10
006	Garage	2x4 4L 18 w/ NP Electronic Ballast - Strip	4100	4	2,000	112	2x4 4L 44w T8 Type C w/ D Driver - R188	4100	4	2,000	44
007	Garage	1x4 2L 18 w/ NP Electronic Ballast - Wrap	4100	1	2,000	60	1x4 2L 22w T8 Type C w/ D Driver - R188	4100	1	2,000	22
008	back shed	60w Inc/Halogen/Quartz - A19 Screw In	4100	1	1,000	60	A19 9w LED Screw In	4100	1	1,000	9
009	outside pat 38s	90w Inc/Halogen/Quartz - PAR38 Screw In	4100	4	2,000	90	PAR38 12w LED Screw In	4100	4	2,000	12
010	front outside (including above door)	250w MH/MV/PSMH/H/S - Flood	4100	2	3,000	295	50w LED Flood	4100	2	3,000	50
				27					27		

INITIAL _____

STATEMENT OF WORK

Statement of Work for Eversource Small Business Energy Advantage Program

This Statement of Work ('SOW') is entered into between World Energy Efficiency Services, LLC ('World Energy') and Town of Amherst NH - Recreation Department ('Customer') as of the date by which World Energy executes this SOW.

Project Overview:

- Energy Efficiency Measures ("EEMs") per the proposal titled "ENERGY EFFICIENCY PROPOSAL PREPARED FOR : Town of Amherst NH - Recreation Department and dated 05/19/2021 (the "Proposal")
- Non-Prevailing
- Customer will provide World Energy with access to Customer's premises as may be reasonably required in order to permit World Energy to perform the services in a timely manner

Service Exclusions:

- Performance and/or payment bond
- New Tombstones for existing fixtures (Unless otherwise noted)
- Old equipment disposal
- Asbestos abatement
- Painting and patching
- Repair or replacement of unforeseen conditions including but not limited to existing code violations, structural issues, asbestos, lead paint, oil or other hazardous materials, and old or deteriorating wiring
- Non-functioning equipment repair
- Overtime, weekend, or overnight work
 - Pricing is straight time only

Fee:

Project Total	\$2,598.40
Less Incentive	\$1,818.88
Customer Portion due to World Energy	\$779.52

Payment Terms (check one):

- 50% upon the initial Invoice*
- 50% upon Certificate of Completion

* Note: If total Customer Portion due to World Energy is less than \$1,500 there will be no initial deposit and all funds will be due upon Certificate of Completion.

Deposits are due upon receipt of invoice. Remaining balance is due and payable net thirty (30) days from invoice date. All overdue payments shall bear interest of the lesser of (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, in either case plus World Energy's cost of collection (including reasonable attorney's fees).

Invoices to be sent to:

Customer:

Address:

Attn:

Email:

Flow Down:

Scope of Work:

- Project # as stated in the summary of the proposed retrofit work ('Executive Summary')
- EEM#(s) 1 - 2 from the Energy Efficiency Proposal to Town of Amherst NH - Recreation Department from World Energy dated 05-19-2021 ('Proposal').

Change Orders:

Any changes to the scope of work shall be made by the execution of a Change Order between the parties substantially in the form attached hereto as Attachment 1 per the Customer Agreement.

Certificate of Completion:

Upon completion of the Services by World Energy, Customer shall execute the attached Notice of Completion (Attachment 2) and return to World Energy.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed on the date set forth below.

World Energy Efficiency Services, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

Customer

By: _____

Print Name: _____

Title: _____

Date: _____

CHANGE ORDER (Attachment 1)

Attachment 1
World Energy Efficiency Services, LLC
24 Rockdale Street
Worcester, MA 01606
Change Order

Change Order No.: _____ Date: _____
Project Name: _____ Utility: _____
Location: _____
Counterparty: _____
Contract: _____
Statement of Work(s) or Purchase Order(s): _____
Scope Change: _____
Is the change Prescriptive or Custom: ☐ PRESCRIPTIVE ☐ CUSTOM
Is Utility Incentive Approval Required: ☐ YES ☐ NO
Utility Incentive Approved: ☐ YES ☐ NO
Summary of Contract Changes
Original Contract Amount: _____
Previous Approved Change Order(s): _____
Amount of this Change Order: _____
Revised Contract Amount: _____
Original Incentive Amount: _____
Revised Incentive Amount: _____
Revised Customer Portion: _____
This Change Order represents a modification between the parties to the Agreement and any Statements of Work and/or Purchase Orders referenced above. This Change Order supersedes any and all prior negotiations, qualifications and terms for the changes in scope specifically described in this Change Order. Except as modified by this Change Order, the Agreement and any and all Statements of Work and/or Purchase orders remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed on the day and year set forth above.
World Energy Efficiency Services, LLC Counterparty
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

CERTIFICATE OF COMPLETION (Attachment 2)

Attachment 2
CERTIFICATE OF COMPLETION - CUSTOMER
(Customer Name)
(Address 1)
City, State Zip
Reference: {insert P.O. number or SOW reference} (the "SOW") under the Efficiency Services Agreement (the "Agreement")
This letter certifies that as of the date referenced below ("Acceptance Date"), World Energy Efficiency Services, LLC ("World Energy") has met all of the requirements listed in the above referenced SOW and the Agreement, except any warranty obligations it may have in connection with its performance in accordance with the Agreement. All other obligations stated therein have been satisfied as of the Acceptance Date and World Energy will be paid the amounts owed in accordance with the SOW and the Agreement.
(Customer Name)
By: _____
Print Name: _____
Title: _____
Date: _____
FOR INTERNAL USE ONLY
In connection with the above referenced SOW and the Agreement ("Arrangement") I certify that as of the Acceptance Date, World Energy ("Company") has met all of the requirements except any warranty obligations it may have in connection with its performance in accordance with the Arrangement. I have provided or disclosed to the Finance Department, all agreements associated with the above referenced Arrangement. To the best of my knowledge, the Arrangement is not supplemented by undisclosed written or oral:
• Side agreements that amend or contradict the Arrangement.
• Commitments granting additional discounts, rebates or free product.
• Commitments granting right to return, exchange or upgrade.
• Other future commitments.
I have complied with the Company's Business Code of Ethics and Corporate Governance policy. I understand the Company will use this information to prepare its financial statements for filing with the Securities and Exchange Commission in accordance with applicable laws.
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____
Project value greater than \$25,000 require V.P. Operations Signature
Customer initials: _____



Energy Efficiency Program for Small Business

CUSTOMER INFORMATION

Company Name

Town of Amherst NH - Recreation Department

Phone

6036732317

Email

ehahn@amherstnh.gov

Contact Person First Name

Contact Person Last Name

Eric Hahn

Electric Account #

56208074013

Service Address

4 Cross Street

Project #

0

City

Amherst

State

NH

Zip

03031

PRIMARY USE

Business Category

0

Business Category

0

MEASURE TYPES

Check All that Apply

☒ Lighting and Controls

☐ HVAC Controls

☐ Refrigeration (NRM only)

☐ Motors

☐ Process

☐ Other

PROJECT COST

Total Project Cost

\$2,598.40

Eversource Contribution

\$1,818.88

Customer Contribution

\$779.52

Would you like to finance your portion of the project cost?

☒ No, I will pay the Contractor directly in full.

☐ Yes. Choose your preferred terms:

☐ 12 months at \$ 0.00 /month ☐ 24 months at \$ 0.00 /month

☐ 36 months at \$NA___/month ☐ 48 months at \$NA___/month

☐ I understand that the financed portion of my project cost will appear on my electric bill

Please initial: _____



Energy Efficiency Program for Small Business

CUSTOMER ACKNOWLEDGMENT

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name

World Energy Efficiency Services

Auditor Name

Mark Wrona

Customer Name (printed)

Customer Signature

Date

CHANGE AUTHORIZATION

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

Electric Cost

\$

Eversource Contribution

\$

Customer Contribution

\$

Terms

☐ 12 months at \$___/ month ☐ 24 months at \$___/ month ☐ 36 months at \$___/ month ☐ 48 months at \$___/ month

Note: Maximum term is based off payback period plus one year.

Authorized Signature

Name (printed)

Date

CUSTOMER ACKNOWLEDGMENT OF PROJECT INSTALLATION

I certify that all energy efficiency measures covered by this application have been installed in a satisfactory manner.

Vendor Name

Customer Name (printed)

Auditor Name

Customer Signature

Date



Energy Efficiency Program for Small Business

TERMS AND CONDITIONS

1. **Customer Eligibility.** The Energy Efficiency Program for Small Business is available to non-residential customers who meet the specific eligibility requirements, in the service territory of either NSTAR Electric Company, Western Massachusetts Electric Company or Public Service Company of New Hampshire (individually, "the Company.") Non-residential customers in Public Service Company of New Hampshire are eligible to finance projects if the Customer is in good standing with the Company and has been a customer receiving service for more than 12 consecutive months. Customer shall not have received a disconnection notice in the previous 12 months.
2. **Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If the customer identified in the Customer information section above ("Customer") elects to finance its portion of the cost of the ECMs (the "Customer Contribution") with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
3. **Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the installation contractor, or in equal monthly installments up to forty-eight (48) months directly to the Company. The total Customer Contribution shall be more than \$1,500 and not exceed \$20,000 for customers of Public Service Company of New Hampshire. No interest will be charged for, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.) In the event the Customer closes its electric service account, any remaining portion of the Customer Contribution shall immediately become due and payable, unless a successor customer agrees to assume payment of the Customer Contribution and executes a new agreement covering the ECMs and the remaining Customer Contribution within 30 days of the original account closure.
4. **Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill for customers in Eversource Electric Territory. The Company will add a line item in the monthly electric bill for customers in Western Massachusetts and Public Service Company of New Hampshire.
 - Financing will be available to Customer for up to 48 months with a minimum customer financial commitment of \$25/month.
5. **3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
 - Lender to qualify customer
 - Invoicing monthly payment will be administered by 3rd Party Lender
6. **Program Changes.** The Energy Efficiency Program for Small Business and these T&Cs may be changed by the Company at any time without notice.
7. **Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this removed equipment in the service territory of the Company or its affiliates.
8. **Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
9. **Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
10. **Limitation of Liability.** Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
11. **No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
1. **Obligations Between the Parties.** The Company shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
2. **Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not, invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
3. **Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.



World Energy Efficiency Services, LLC. Is focused on assessing, developing, engineering, and managing commercial energy efficiency projects. Specifically, projects include commercial building energy audits, project scope development, equipment specifications and ROI analyses. We work with local utilities on incentive programs, present project analyses and provide turnkey energy efficiency project solutions for our customers. Our focus is on high ROI lighting, mechanical and energy management systems.

24 Rockdale St., Worcester, MA 01606

774-420-2764

info@worldenergyes.com

www.worldenergyes.com



ENERGY EFFICIENCY PROPOSAL

Town of Amherst NH - DPW



PREPARED BY

Mark Wrona
5087135661
Mark.Wrona@WorldenergyES.com

DEVELOPED FOR

Eric Hahn
22 Dodge Rd
Amherst, NH 03031

May 19, 2021

PROJECT SUMMARY

World Energy Efficiency Services ("World Energy") conducted an efficiency assessment of your facility to identify measures to help conserve energy at your facility. As a result of our findings, we recommend the below energy efficiency measures. The estimated energy savings were determined based on the customer's reporting of operational characteristics and the assumption that the facilities mechanical equipment was operating without significant faults.

The work proposed is turnkey and includes installation, material, sales tax (if applicable), electrical permit and recycling of the existing lamps and ballasts. World Energy also provides a two-year warranty on parts and labor. Additional manufacturer warranty applies after the World Energy warranty. Any changes in the scope of work and costs will be provided to the customer in writing and approved by the customer before any work is performed.

World Energy is not responsible for certain conditions that are unforeseen during the proposal and/or installation process. Unforeseen conditions may cause a delay in the completion of the services until such unforeseen condition are remedied.

PROPOSED MEASURES

- LED Lighting

PROJECT HIGHLIGHTS

This project is for replacing your exterior lights with new LED fixtures with new photocells to operate the fixtures dusk to dawn. In the interior of the building, we will retrofit the old fixtures to accept LED by removing the old bulbs and ballasts and replacing with new LED bulbs and LED drivers. There are also assorted screw in bulbs though out the location that will be replaced with new LED bulbs. We will recycle the old bulbs and ballasts and neatly stack any scrap metal for you to call a scrap company to pick up.

ENERGY EFFICIENCY MEASURES

LED – SCREW INS



Screw based LEDs are offered in a variety of shapes and sizes to fit all existing sockets and many different applications.

Key Benefits Compared to Halogen Bulbs



80% Less Energy



Lasts up to 30 Times Longer

LED LINEAR TUBES



LED tubes are an effective, energy saving replacement for your existing fluorescent tubes. Offering in a variety of lengths, this is a low cost replacement option to retrofit your existing fixtures.

Key Benefits Compared to Fluorescent Tubes



80% More Efficient



40% Longer Lifespan

LED FIXTURES – INTERIOR



Rather than re-lamping your existing fixtures, replacing them with new LED fixtures will provide an updated, clean look while providing maximum energy savings.

Key Benefits

- Up to 20 year lifespan
- Clean, modern look
- Compatible with smart controls

LED FIXTURES – EXTERIOR



Updating your exterior lighting with new LED fixtures provides substantial energy savings, a more uniform, well-lit environment and also lasts 65% longer than traditional sources.

Key Benefits



Between 60% & 90% More Efficient



65% Longer Lifespan

PROJECT FINANCIAL SUMMARY

PROJECT COSTS

TOTAL PROJECT COST	\$21,465.89
UTILITY INCENTIVE	\$13,952.83

NET PURCHASE PRICE \$7,513.06

CASH FLOW

MONTHLY SAVINGS \$357.63

MONTHLY CASH FLOW

SAVINGS SNAPSHOTS



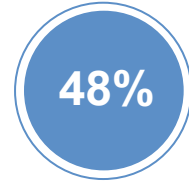
SIMPLE
PAYBACK



ROI



10 YEAR SAVINGS



% ENERGY
REDUCTION

ENVIRONMENTAL ANALYSIS

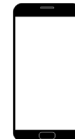


26

Acres of U.S Forest
Storing Carbon for 1-Year

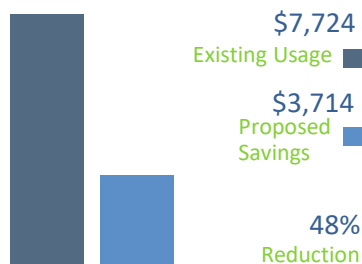


50,124
Miles Driven



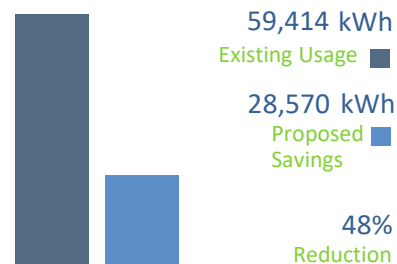
2,576,185
Smartphones
Charged

ANNUAL SAVINGS



TOTAL ANNUAL SAVINGS \$3,714

ENERGY ANALYSIS



TOTAL ANNUAL SAVINGS 28,570 kWh

*These 'Existing' numbers are estimated based on the size and hours of your building

Financial Economics

EEM #	PROPOSED MEASURES	Total		Pre-Tax Price	Estimated Incentive	Sales Tax	Net Price	ROI	Simple Payback
		Energy Savings	O&M Savings						
1	Lighting & Lighting Controls	\$/yr \$3,714.10	\$/yr \$577.50	\$ \$21,465.89	\$ \$13,952.83	\$ \$0.00	\$ \$7,513.06	% 57%	yr 1.75
Total		\$3,714.10	\$577.50	\$21,465.89	\$13,952.83	\$0.00	\$7,513.06	57%	1.75

Savings Analysis

EEM #	PROPOSED MEASURES	Electric Savings			Gas Savings		Total		% Electric	Simple Payback
		kW	kWh/yr	\$/yr	Therm/yr	\$/yr	Energy Savings			
1	Lighting & Lighting Controls	10.206	28,570	\$3,714.10	0	\$0.00	\$3,714.10		100.0%	1.75
Total		10.206	28,570	\$3,714.10	0	\$0.00	\$3,714.10		100.0%	1.75

LIGHTING AND LIGHTING CONTROLS

FIXTURE LINE BY LINE ANALYSIS											
Existing						Proposed					
Line Item	Location	World Energy Description	Kelvin	Qty	Hours	Watts per Fixture	World energy Description	Kelvin	Qty	Hours	System Watts
001	office area	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	12	2,200	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	12	2,200	22
002	front hall	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	3	2,200	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	3	2,200	22
003	bathroom	40w Inc/Halogen/Quartz - G25 Screw In	3000	3	1,500	40	G25 6w LED Screw In	3000	3	1,500	6
004	bathroom	60w Inc/Halogen/Quartz - A19 Screw In	3000	1	1,500	60	A19 9w LED Screw In	3000	1	1,500	9
005	break room	2x4 4L T8 w/ NP Electronic Ballast - Wrap	4100	2	2,300	112	2x4 4L 44w T8 Type C w/ D Driver - R18	4100	2	2,300	44
006	break room	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	4	2,300	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	4	2,300	22
007	bad door	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	1	2,300	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	1	2,300	22
008	bathroom	40w Inc/Halogen/Quartz - G25 Screw In	3000	3	1,500	40	G25 6w LED Screw In	3000	3	1,500	6
009	bathroom	60w Inc/Halogen/Quartz - A19 Screw In	3000	1	1,500	60	A19 9w LED Screw In	3000	1	1,500	9
010	old bath	40w Inc/Halogen/Quartz - G25 Screw In	3000	3	1,500	40	G25 6w LED Screw In	3000	3	1,500	6
011	old bath	60w Inc/Halogen/Quartz - A19 Screw In	3000	1	1,500	60	A19 9w LED Screw In	3000	1	1,500	9
012	locker area	1x4 2L T8 w/ NP Electronic Ballast - Strip	4100	3	2,300	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	3	2,300	22
013	bay	1x4 2L T8 w/ NP Electronic Ballast - Strip	4100	6	2,300	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	6	2,300	22
014	bay	1x4 8 2L T8 w/ NP Electronic Ballast - Strip	4100	2	2,500	104	1x4 8L 44w T8 Type C w/ D Driver - Strip Kit	4100	2	2,500	44
015	mechanic area	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	1	2,500	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	1	2,500	22
016	mechanic office DON'T DO	0	0	0	-	0	No Recommendation	5000	0	-	0
017	bathroom	60w Inc/Halogen/Quartz - A19 Screw In	3000	1	1,500	60	A19 9w LED Screw In	3000	1	1,500	9
018	upstairs storage Mezz	1x4 2L T8 w/ NP Electronic Ballast - Strip	4100	1	2,000	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	1	2,000	22
019	upstairs storage Mezz	1x4 8 2L T8 w/ NP Electronic Ballast - Strip	4100	2	2,000	104	1x4 8L 44w T8 Type C w/ D Driver - Strip Kit	4100	2	2,000	44
020	mechanics Bay	1x4 2L T8 w/ NP Electronic Ballast - Wrap	4100	3	2,500	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	3	2,500	22
021	mechanics Bay rest area already LED DON'T DO	0	0	0	-	0	No Recommendation	5000	0	-	0
022	outside- back entry	400w MH/MV/PSMH/HPS - Flood	5000	4	3,500	455	80w LED Flood	5000	4	3,500	80
023	outside- back entry	100w MH/MV/PSMH/HPS - Walipack	5000	1	3,500	120	3w LED w/ Integrated Controls - Walipack - Non Cut	5000	1	3,500	15
024	outside- side entry	100w MH/MV/PSMH/HPS - Walipack	5000	1	3,500	120	3w LED w/ Integrated Controls - Walipack - Non Cut	5000	1	3,500	15
025	outside- side building	90w Inc/Halogen/Quartz - PAR38 screw in	5000	2	2,200	90	PAR38 12w LED Screw In	5000	2	2,200	12
026	outside- front building	100w MH/MV/PSMH/HPS - Walipack	5000	1	3,500	120	3w LED w/ Integrated Controls - Walipack - Non Cut	5000	1	3,500	15
027	outside- right side of building	400w MH/MV/PSMH/HPS - Flood	5000	1	3,500	455	80w LED Flood	5000	1	3,500	80
028	outside- salt barn	400w MH/MV/PSMH/HPS - Flood	5000	6	3,500	455	80w LED Flood	5000	6	3,500	80
029	gas station	1x4 2L T8 w/ NP Electronic Ballast - Vapor Tight	5000	1	3,500	60	1x4 20w LED Vapor Tight	5000	1	3,500	20
030	outside- de ice area	150w MH/MV/PSMH/HPS - Flood	5000	3	2,200	190	30w LED Flood	5000	3	2,200	30

INITIAL

LIGHTING AND LIGHTING CONTROLS

Fixture Line by Line Analysis										
Existing						Proposed				
Line Item	Location	World Energy Description	Kelvin	Qty	Hours	Watts per Fixture	World Energy Description	Kelvin	Qty	System Watts
031	outside- sign room	1x4 2L T8 w/ NP Electronic Ballast- Strip	4100	2	2,200	60	1x4 2L 22w T8 Type C w/ D Driver - R18	4100	2	2,200
032	outside- salt barn truck bay	1x4 2L T8 w/ NP Electronic Ballast - Vapor Tight	5000	2	2,200	60	1x4 20w LED Vapor Tight	5000	2	2,200
033	inside salt barn	400w MH/MV/PSMH/HPS - High Bay	5000	4	2,200	455	1x2 130w LED High Bay	5000	4	2,200
034	sander bay	400w MH/MV/PSMH/HPS - Flood	5000	1	3,500	455	80w LED Flood	5000	1	3,500
035	sander bay	1x8 4L T8 w/ NP Electronic Ballast - Vapor Tight	5000	23	2,200	112	1x8 65w LED Vapor Tight	5000	23	2,200
Total				105					105	65

INITIAL _____

STATEMENT OF WORK

Statement of Work for Eversource Small Business Energy Advantage Program

This Statement of Work ('SOW') is entered into between World Energy Efficiency Services, LLC ('World Energy') and Town of Amherst NH - DPW ('Customer') as of the date by which World Energy executes this SOW.

Project Overview:

- Energy Efficiency Measures ("EEMs") per the proposal titled "ENERGY EFFICIENCY PROPOSAL PREPARED FOR : Town of Amherst NH - DPW and dated 05/19/2021 (the "Proposal")
- Non-Prevailing
- Customer will provide World Energy with access to Customer's premises as may be reasonably required in order to permit World Energy to perform the services in a timely manner

Service Exclusions:

- Performance and/or payment bond
- New Tombstones for existing fixtures (Unless otherwise noted)
- Old equipment disposal
- Asbestos abatement
- Painting and patching
- Repair or replacement of unforeseen conditions including but not limited to existing code violations, structural issues, asbestos, lead paint, oil or other hazardous materials, and old or deteriorating wiring
- Non-functioning equipment repair
- Overtime, weekend, or overnight work
 - Pricing is straight time only

Fee:

Project Total	\$21,465.89
Less Incentive	\$13,952.83
Customer Portion due to World Energy	\$7,513.06

Payment Terms (check one):

- 50% upon the initial Invoice*
- 50% upon Certificate of Completion

* Note: If total Customer Portion due to World Energy is less than \$1,500 there will be no initial deposit and all funds will be due upon Certificate of Completion.

Deposits are due upon receipt of invoice. Remaining balance is due and payable net thirty (30) days from invoice date. All overdue payments shall bear interest of the lesser of (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, in either case plus World Energy's cost of collection (including reasonable attorney's fees).

Invoices to be sent to:

Customer:

Attn:

Address:

Email:

Flow Down:

Scope of Work:

- Project # as stated in the summary of the proposed retrofit work ('Executive Summary')
- EEM#(s) 1 - 2 from the Energy Efficiency Proposal to Town of Amherst NH - DPW from World Energy dated 05-19-2021 ('Proposal').

Change Orders:

Any changes to the scope of work shall be made by the execution of a Change Order between the parties substantially in the form attached hereto as Attachment 1 per the Customer Agreement.

Certificate of Completion:

Upon completion of the Services by World Energy, Customer shall execute the attached Notice of Completion (Attachment 2) and return to World Energy.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed on the date set forth below.

World Energy Efficiency Services, LLC

Customer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CHANGE ORDER (Attachment 1)

Attachment 1
World Energy Efficiency Services, LLC
24 Rockdale Street
Worcester, MA 01606
Change Order

Change Order No.: _____ Date: _____
Project Name: _____ Utility: _____
Location: _____
Counterparty: _____
Contract: _____
Statement of Work(s) or Purchase Order(s): _____
Scope Change: _____
Is this change Prescriptive or Custom: ☐ PRESCRIPTIVE ☐ CUSTOM
Is Utility Incentive Approval Required: ☐ YES ☐ NO
Utility Incentive Approved: ☐ YES ☐ NO
Summary of Contract Changes
Original Contract Amount: _____
Previous Approved Change Order(s): _____
Amount of this Change Order: _____
Revised Contract Amount: _____
Original Incentive Amount: _____
Revised Incentive Amount: _____
Revised Customer Portion: _____
This Change Order represents a modification between the parties to the Agreement and any Statements of Work and/or Purchase Orders referenced above. This Change Order supersedes any and all prior negotiations, qualifications and terms for the changes in scope specifically described in this Change Order. Except as modified by this Change Order, the Agreement and any and all Statements of Work and/or Purchase orders remain in full force and effect.
IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed on the day and year set forth above.
World Energy Efficiency Services, LLC Counterparty
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

CERTIFICATE OF COMPLETION (Attachment 2)

Attachment 2
CERTIFICATE OF COMPLETION - CUSTOMER
(Customer Name)
(Address 1)
City, State Zip
Reference: {insert P.O. number or SOW reference} (the "SOW") under the Efficiency Services Agreement (the "Agreement")
This letter certifies that as of the date referenced below ("Acceptance Date"), World Energy Efficiency Services, LLC ("World Energy") has met all of the requirements listed in the above referenced SOW and the Agreement, except any warranty obligations it may have in connection with its performance in accordance with the Agreement. All other obligations stated therein have been satisfied as of the Acceptance Date and World Energy will be paid the amounts owed in accordance with the SOW and the Agreement.
(Customer Name)
By: _____
Print Name: _____
Title: _____
Date: _____
FOR INTERNAL USE ONLY
In connection with the above referenced SOW and the Agreement ("Arrangement") I certify that as of the Acceptance Date, World Energy ("Company") has met all of the requirements except any warranty obligations it may have in connection with its performance in accordance with the Arrangement. I have provided or disclosed to the Finance Department, all agreements associated with the above referenced Arrangement. To the best of my knowledge, the Arrangement is not supplemented by undisclosed written or oral:
• Side agreements that amend or contradict the Arrangement.
• Commitments granting additional discounts, rebates or free product.
• Commitments granting right to return, exchange or upgrade.
• Other future commitments.
I have complied with the Company's Business Code of Ethics and Corporate Governance policy. I understand the Company will use this information to prepare its financial statements for filing with the Securities and Exchange Commission in accordance with applicable laws.
By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____
Project value greater than \$25,000 require VP, Operations Signature
Customer initials: _____



Energy Efficiency Program for Small Business

CUSTOMER INFORMATION

Company Name

Town of Amherst NH - DPW

Phone

(603) 673-6041

Email

ehahn@amherstnh.gov

Contact Person First Name

Contact Person Last Name

Eric Hahn

Electric Account #

56208074013

Service Address

22 Dodge Rd

Project #

0

City

Amherst

State

NH

Zip

03031

PRIMARY USE

Business Category

0

Business Category

0

MEASURE TYPES

Check All that Apply

☒ Lighting and Controls

☐ HVAC Controls

☐ Refrigeration (NRM only)

☐ Motors

☐ Process

☐ Other

PROJECT COST

Total Project Cost

\$21,465.89

Eversource Contribution

\$13,952.83

Customer Contribution

\$7,513.06

Would you like to finance your portion of the project cost?

☒ No, I will pay the Contractor directly in full.

☐ Yes. Choose your preferred terms:

☐ 12 months at \$ 0.00 /month ☐ 24 months at \$ 0.00 /month

☐ 36 months at \$NA___/month ☐ 48 months at \$NA___/month

☐ I understand that the financed portion of my project cost will appear on my electric bill

Please initial: _____



Energy Efficiency Program for Small Business

CUSTOMER ACKNOWLEDGMENT

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name

World Energy Efficiency Services

Auditor Name

Mark Wrona

Customer Name (printed)

Customer Signature

Date

CHANGE AUTHORIZATION

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outline below.

Electric Cost

\$

Eversource Contribution

\$

Customer Contribution

\$

Terms

☐ 12 months at \$___/ month ☐ 24 months at \$___/ month ☐ 36 months at \$___/ month ☐ 48 months at \$___/ month

Note: Maximum term is based off payback period plus one year.

Authorized Signature

Name (printed)

Date

CUSTOMER ACKNOWLEDGMENT OF PROJECT INSTALLATION

I certify that all energy efficiency measures covered by this application have been installed in a satisfactory manner.

Vendor Name

Customer Name (printed)

Auditor Name

Customer Signature

Date



Energy Efficiency Program for Small Business

TERMS AND CONDITIONS

1. **Customer Eligibility.** The Energy Efficiency Program for Small Business is available to non-residential customers who meet the specific eligibility requirements, in the service territory of either NSTAR Electric Company, Western Massachusetts Electric Company or Public Service Company of New Hampshire (individually, "the Company.") Non-residential customers in Public Service Company of New Hampshire are eligible to finance projects if the Customer is in good standing with the Company and has been a customer receiving service for more than 12 consecutive months. Customer shall not have received a disconnection notice in the previous 12 months.
2. **Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If the customer identified in the Customer information section above ("Customer") elects to finance its portion of the cost of the ECMs (the "Customer Contribution") with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
3. **Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the installation contractor, or in equal monthly installments up to forty-eight (48) months directly to the Company. The total Customer Contribution shall be more than \$1,500 and not exceed \$20,000 for customers of Public Service Company of New Hampshire. No interest will be charged for, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.) In the event the Customer closes its electric service account, any remaining portion of the Customer Contribution shall immediately become due and payable, unless a successor customer agrees to assume payment of the Customer Contribution and executes a new agreement covering the ECMs and the remaining Customer Contribution within 30 days of the original account closure.
4. **Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill for customers in Eversource Electric Territory. The Company will add a line item in the monthly electric bill for customers in Western Massachusetts and Public Service Company of New Hampshire.
 - Financing will be available to Customer for up to 48 months with a minimum customer financial commitment of \$25/month.
5. **3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
 - Lender to qualify customer
 - Invoicing monthly payment will be administered by 3rd Party Lender
6. **Program Changes.** The Energy Efficiency Program for Small Business and these T&Cs may be changed by the Company at any time without notice.
7. **Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this removed equipment in the service territory of the Company or its affiliates.
8. **Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
9. **Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
10. **Limitation of Liability.** Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
11. **No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
1. **Obligations Between the Parties.** The Company shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
2. **Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not, invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
3. **Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.



World Energy Efficiency Services, LLC. Is focused on assessing, developing, engineering, and managing commercial energy efficiency projects. Specifically, projects include commercial building energy audits, project scope development, equipment specifications and ROI analyses. We work with local utilities on incentive programs, present project analyses and provide turnkey energy efficiency project solutions for our customers. Our focus is on high ROI lighting, mechanical and energy management systems.

24 Rockdale St., Worcester, MA 01606

774-420-2764

info@worldenergyes.com

www.worldenergyes.com



ENERGY EFFICIENCY PROPOSAL

Town of Amherst NH - Fire
Station



PREPARED BY

Mark Wrona
5087135661
Mark.Wrona@WorldenergyES.com

DEVELOPED FOR

Eric Hahn
177 Amherst St
Amherst, NH 03031

May 19, 2021

PROJECT SUMMARY

World Energy Efficiency Services ("World Energy") conducted an efficiency assessment of your facility to identify measures to help conserve energy at your facility. As a result of our findings, we recommend the below energy efficiency measures. The estimated energy savings were determined based on the customer's reporting of operational characteristics and the assumption that the facilities mechanical equipment was operating without significant faults.

The work proposed is turnkey and includes installation, material, sales tax (if applicable), electrical permit and recycling of the existing lamps and ballasts. World Energy also provides a two-year warranty on parts and labor. Additional manufacturer warranty applies after the World Energy warranty. Any changes in the scope of work and costs will be provided to the customer in writing and approved by the customer before any work is performed.

World Energy is not responsible for certain conditions that are unforeseen during the proposal and/or installation process. Unforeseen conditions may cause a delay in the completion of the services until such unforeseen condition are remedied.

PROPOSED MEASURES

- LED Lighting

PROJECT HIGHLIGHTS

This project is for replacing the old strip fixtures in the fire dept. bay with new LED fixtures, also on the outside of the building and parking lot we will replace the old fixtures with new LED fixtures including 2 fixtures on the police station and we will retrofit 2 of the decorative fixtures to accept LED bulbs. We will recycle the old bulbs and ballasts and neatly stack the fixture housings for you to call a scrap company to pick up.

ENERGY EFFICIENCY MEASURES

LED – SCREW INS



Screw based LEDs are offered in a variety of shapes and sizes to fit all existing sockets and many different applications.

Key Benefits Compared to Halogen Bulbs



80% Less Energy



Lasts up to 30 Times Longer

LED FIXTURES – INTERIOR



Rather than re-lamping your existing fixtures, replacing them with new LED fixtures will provide an updated, clean look while providing maximum energy savings.

Key Benefits

- Up to 20 year lifespan
- Clean, modern look
- Compatible with smart controls

LED FIXTURES – EXTERIOR



Updating your exterior lighting with new LED fixtures provides substantial energy savings, a more uniform, well-lit environment and also lasts 65% longer than traditional sources.

Key Benefits



Between 60% & 90% More Efficient



65% Longer Lifespan

EXIT SIGNS



Since exit signs are lit 24/7, switching your sign to LED is an easy, low cost way to increase your energy savings while reducing maintenance costs.

Key Benefits Compared to Incandescent



95% More Efficient



Lasts up to 25 Times Longer

PROJECT FINANCIAL SUMMARY

PROJECT COSTS

TOTAL PROJECT COST	\$14,895.44
UTILITY INCENTIVE	\$11,916.35

NET PURCHASE PRICE \$2,979.09

CASH FLOW

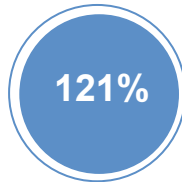
MONTHLY SAVINGS \$300.16

MONTHLY CASH FLOW

SAVINGS SNAPSHOTS



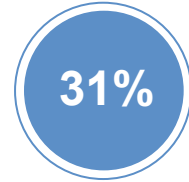
SIMPLE
PAYBACK



ROI



10 YEAR SAVINGS



% ENERGY
REDUCTION

ENVIRONMENTAL ANALYSIS

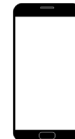


23

Acres of U.S Forest
Storing Carbon for 1-Year

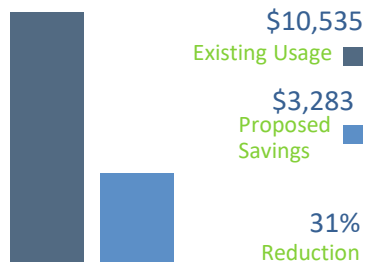


44,305
Miles Driven



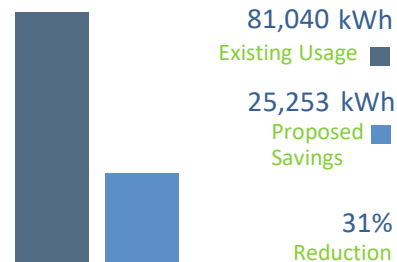
2,277,088
Smartphones
Charged

ANNUAL SAVINGS



TOTAL ANNUAL SAVINGS \$3,283

ENERGY ANALYSIS



TOTAL ANNUAL SAVINGS 25,253 kWh

*These 'Existing' numbers are estimated based on the size and hours of your building

PRICE & ESTIMATED SAVINGS TABLES

Financial Economics

EEM #	PROPOSED MEASURES	Total		OS&M Savings		Pre-Tax Price	Estimated Incentive		Sales Tax	Net Price		ROI	Simple Payback
		\$/yr		\$/yr			\$			\$			
1	Lighting & Lighting Controls	\$3,282.89		\$319.00		\$14,895.44	\$11,916.35		\$0.00	\$2,979.09		121%	0.83
Total		\$3,282.89		\$319.00		\$14,895.44	\$11,916.35		\$0.00	\$2,979.09		121%	0.83

Savings Analysis

EEM #	PROPOSED MEASURES	Electric Savings			Gas Savings			Total		% Electric	Simple Payback
		kW	kWh/yr	\$/yr	Therm/yr		\$/yr	\$/yr			
1	Lighting & Lighting Controls	8.077	25,253	\$3,282.89	0		\$0.00	\$3,282.89		100.0%	0.83
Total		8.077	25,253	\$3,282.89	0		\$0.00	\$3,282.89		100.0%	0.83

INITIAL _____

LIGHTING AND LIGHTING CONTROLS

FIXTURE LINE BY LINE ANALYSIS											
Existing						Proposed					
Line Item	Location	World Energy Description	Kelvin	Qty	Hours	Watts per Fixture	World Energy Description	Kelvin	Qty	Hours	System Watts
001	Fire deep bay	1x8' 8" 2L T12 w/ EFMAG Ballast - Strip	5000	35	1,500	158	1x8' 65w LED Strip	5000	35	1,500	65
002	fire exit	20w inc. - Exit Sign	4100	2	8,760	20	15w LED Exit Sign	4100	2	8,760	2
003	rest of the building is done already DONT DO			0			No Recommendation	5000	0		0
004	outside back	250w MH/MV/PSMH/HPS - Wallpack	5000	1	4,340	295	50w LED Wallpack - Cut Off	5000	1	4,340	50
005	outside back towards the woods	400w MH/MV/PSMH/HPS - Flood	5000	3	4,340	455	80w LED Flood	5000	3	4,340	80
006	back explosion proof fixture DO NOT DO			0			No Recommendation	5000	0		0
007	outside side	250w MH/MV/PSMH/HPS - Wallpack	5000	1	4,340	295	50w LED Wallpack - Cut Off	5000	1	4,340	50
008	screw ins outside	250w MH/MV/PSMH/HPS - Wallpack	5000	1	4,340	295	50w LED Wallpack - Non Cut Off	5000	1	4,340	50
009	outside front of building	60w inc/Halogen/Quartz - A19 Screw In	2700	4	2,000	60	A19 9w LED Screw In	2700	4	2,000	9
010	outside front parking	250w MH/MV/PSMH/HPS - Shoebox	5000	2	4,340	295	50w LED Wallpack - Non Cut Off	5000	2	4,340	50
011	front of police	400w MH/MV/PSMH/HPS - Flood	5000	3	4,340	455	75w LED Shoebox	5000	3	4,340	75
012	front of police screw ins	250w MH/MV/PSMH/HPS - Flood	5000	2	2,000	60	Corridor 45w LED Screw In	5000	2	4,340	45
013	outside side of police	60w inc/Halogen/Quartz - A19 Screw In	2700	2	2,000	60	A19 9w LED Screw In	2700	2	2,000	9
014	Back of police do not do	250w MH/MV/PSMH/HPS - Wallpack	5000	2	4,340	295	50w LED Wallpack - Non Cut Off	5000	2	4,340	50
015		0	0	0	-	0	No Recommendation	5000	0	-	0
				58					58		

INITIAL _____

STATEMENT OF WORK

Statement of Work for Eversource Small Business Energy Advantage Program

This Statement of Work ('SOW') is entered into between World Energy Efficiency Services, LLC ('World Energy') and Town of Amherst NH - Fire Station ('Customer') as of the date by which World Energy executes this SOW.

Project Overview:

- Energy Efficiency Measures ("EEMs") per the proposal titled "ENERGY EFFICIENCY PROPOSAL PREPARED FOR : Town of Amherst NH - Fire Station and dated 05/19/2021 (the "Proposal")
- Non-Prevailing
- Customer will provide World Energy with access to Customer's premises as may be reasonably required in order to permit World Energy to perform the services in a timely manner

Service Exclusions:

- Performance and/or payment bond
- New Tombstones for existing fixtures (Unless otherwise noted)
- Old equipment disposal
- Asbestos abatement
- Painting and patching
- Repair or replacement of unforeseen conditions including but not limited to existing code violations, structural issues, asbestos, lead paint, oil or other hazardous materials, and old or deteriorating wiring
- Non-functioning equipment repair
- Overtime, weekend, or overnight work
 - Pricing is straight time only

Fee:

Project Total	\$14,895.44
Less Incentive	\$11,916.35
Customer Portion due to World Energy	\$2,979.09

Payment Terms (check one):

- 50% upon the initial Invoice*
- 50% upon Certificate of Completion

* Note: If total Customer Portion due to World Energy is less than \$1,500 there will be no initial deposit and all funds will be due upon Certificate of Completion.

Deposits are due upon receipt of invoice. Remaining balance is due and payable net thirty (30) days from invoice date. All overdue payments shall bear interest of the lesser of (i) the rate of one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, in either case plus World Energy's cost of collection (including reasonable attorney's fees).

Invoices to be sent to:

Customer:

Address:

Attn:

Email:

Flow Down:

Scope of Work:

- Project # as stated in the summary of the proposed retrofit work ('Executive Summary')
- EEM#(s) 1 - 2 from the Energy Efficiency Proposal to Town of Amherst NH - Fire Station from World Energy dated 05-19-2021 ('Proposal').

Change Orders:

Any changes to the scope of work shall be made by the execution of a Change Order between the parties substantially in the form attached hereto as Attachment 1 per the Customer Agreement.

Certificate of Completion:

Upon completion of the Services by World Energy, Customer shall execute the attached Notice of Completion (Attachment 2) and return to World Energy.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed on the date set forth below.

World Energy Efficiency Services, LLC

Customer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CHANGE ORDER (Attachment 1)

Attachment 1
World Energy Efficiency Services, LLC
24 Rockdale Street
Worcester, MA 01606
Change Order

Change Order No.: _____ Date: _____
Project Name: _____ Utility: _____
Location: _____
Counterparty: _____
Contract: _____

Statement of Work(s) or Purchase Order(s): _____

Scope Change: _____

Is this change Prescriptive or Custom: ☐ PRESCRIPTIVE ☐ CUSTOM
Is Utility Incentive Approval Required: ☐ YES ☐ NO
Utility Incentive Approved: ☐ YES ☐ NO

Summary of Contract Changes

Original Contract Amount: _____
Previous Approved Change Order(s): _____
Amount of this Change Order: _____
Revised Contract Amount: _____
Original Incentive Amount: _____
Revised Incentive Amount: _____
Revised Customer Portion: _____

This Change Order represents a modification between the parties to the Agreement and any Statements of Work and/or Purchase Orders referenced above. This Change Order supersedes any and all prior negotiations, qualifications and terms for the changes in scope specifically described in this Change Order. Except as modified by this Change Order, the Agreement and any and all Statements of Work and/or Purchase orders remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Change Order to be executed on the day and year set forth above.

World Energy Efficiency Services, LLC Counterparty

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

CERTIFICATE OF COMPLETION (Attachment 2)

Attachment 2
CERTIFICATE OF COMPLETION - CUSTOMER

(Customer Name)
(Address 1)
City, State Zip

Reference: {insert P.O. number or SOW reference} (the "SOW") under the Efficiency Services Agreement (the "Agreement")

This letter certifies that as of the date referenced below ("Acceptance Date"), World Energy Efficiency Services, LLC ("World Energy") has met all of the requirements listed in the above referenced SOW and the Agreement, except any warranty obligations it may have in connection with its performance in accordance with the Agreement. All other obligations stated therein have been satisfied as of the Acceptance Date and World Energy will be paid the amounts owed in accordance with the SOW and the Agreement.

(Customer Name)

By: _____
Print Name: _____
Title: _____
Date: _____

FOR INTERNAL USE ONLY

In connection with the above referenced SOW and the Agreement ("Arrangement") I certify that as of the Acceptance Date, World Energy ("Company") has met all of the requirements except any warranty obligations it may have in connection with its performance in accordance with the Arrangement. I have provided or disclosed to the Finance Department, all agreements associated with the above referenced Arrangement. To the best of my knowledge, the Arrangement is not supplemented by undisclosed written or oral:

- Side agreements that amend or contradict the Arrangement.
- Commitments granting additional discounts, rebates or free product.
- Commitments granting right to return, exchange or upgrade.
- Other future commitments.

I have complied with the Company's Business Code of Ethics and Corporate Governance policy. I understand the Company will use this information to prepare its financial statements for filing with the Securities and Exchange Commission in accordance with applicable laws.

By: _____ By: _____
Print Name: _____ Print Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Project value greater than \$25,000 require V.P. Operations Signature

Customer initials: _____



Energy Efficiency Program for Small Business

CUSTOMER INFORMATION

Company Name

Town of Amherst NH - Fire Station

Phone

6036732317

Email

ehahn@amherstnh.gov

Contact Person First Name

Contact Person Last Name

Eric Hahn

Electric Account #

56208074013

Service Address

177 Amherst St

Project #

0

City

Amherst

State

NH

Zip

03031

PRIMARY USE

Business Category

0

Business Category

0

MEASURE TYPES

Check All that Apply

☒ Lighting and Controls

☐ Refrigeration (NRM only)

☐ Process

☐ HVAC Controls

☐ Motors

☐ Other

PROJECT COST

Total Project Cost

\$14,895.44

Eversource Contribution

\$11,916.35

Customer Contribution

\$2,979.09

Would you like to finance your portion of the project cost?

☒ No, I will pay the Contractor directly in full.

☐ Yes. Choose your preferred terms:

☐ 12 months at \$ 0.00 /month ☐ 24 months at \$ 0.00 /month

☐ 36 months at \$ _NA_ /month ☐ 48 months at \$ _NA_ /month

☐ I understand that the financed portion of my project cost will appear on my electric bill

Please initial: _____



Energy Efficiency Program for Small Business

CUSTOMER ACKNOWLEDGMENT

I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of the form, including those provisions regarding warranties. I further understand and acknowledge that the offer to pay incentives is subject to those Terms and Conditions.

Vendor Name

World Energy Efficiency Services

Auditor Name

Mark Wrona

Customer Name (printed)

Customer Signature

Date

CHANGE AUTHORIZATION

Customer acknowledges that the Total Cost has changed during construction. The revised amounts listed below are satisfactory and hereby accepted. Payment will be made as outlined below.

Electric Cost

\$

Eversource Contribution

\$

Customer Contribution

\$

Terms

☐ 12 months at \$___/ month ☐ 24 months at \$___/ month ☐ 36 months at \$___/ month ☐ 48 months at \$___/ month

Note: Maximum term is based off payback period plus one year.

Authorized Signature

Name (printed)

Date

CUSTOMER ACKNOWLEDGMENT OF PROJECT INSTALLATION

I certify that all energy efficiency measures covered by this application have been installed in a satisfactory manner.

Vendor Name

Customer Name (printed)

Auditor Name

Customer Signature

Date



Energy Efficiency Program for Small Business

TERMS AND CONDITIONS

1. **Customer Eligibility.** The Energy Efficiency Program for Small Business is available to non-residential customers who meet the specific eligibility requirements, in the service territory of either NSTAR Electric Company, Western Massachusetts Electric Company or Public Service Company of New Hampshire (individually, "the Company.") Non-residential customers in Public Service Company of New Hampshire are eligible to finance projects if the Customer is in good standing with the Company and has been a customer receiving service for more than 12 consecutive months. Customer shall not have received a disconnection notice in the previous 12 months.
2. **Rebates.** Subject to these Terms and Conditions ("T&Cs"), the Company will pay directly to the installing contractor a portion of the cost of installation of those electric conservation measures ("ECMs") described within this worksheet. If the customer identified in the Customer information section above ("Customer") elects to finance its portion of the cost of the ECMs (the "Customer Contribution") with the Company, the Company will pay the full cost of installation of those ECMs described in this worksheet directly to the installing contractor.
3. **Customer Contribution.** Customer agrees to pay the Customer Contribution shown in the Section on Project Cost. The Customer has the option of making the Customer Contribution payment directly to the installation contractor, or in equal monthly installments up to forty-eight (48) months directly to the Company. The total Customer Contribution shall be more than \$1,500 and not exceed \$20,000 for customers of Public Service Company of New Hampshire. No interest will be charged for, but interest will be charged on any payment not made when due from the date of payment was due until payment is received by the Company. The interest rate will be the equivalent to the average rate paid on two-year United States Treasury notes for the twelve (12) months ending December 31st of the program year, as such rates appear in the Federal Reserve Release, plus ten percent (10%). If any payment is more than 45 days late, the Customer will be in default of the payment terms and the Company reserves the right to accelerate the remaining payments and require immediate payment in full. (The Company reserves the right to combine any invoice for extended payment with Customer's electric bill at any time in the future, but the amount of any payment hereunder will be separately identified on such bill.) In the event the Customer closes its electric service account, any remaining portion of the Customer Contribution shall immediately become due and payable, unless a successor customer agrees to assume payment of the Customer Contribution and executes a new agreement covering the ECMs and the remaining Customer Contribution within 30 days of the original account closure.
4. **Eversource Invoice/Financing.** If Customer elects to finance the Customer Contribution of the total cost, the Company will send a monthly invoice separate from the Customer's monthly electric bill for customers in Eversource Electric Territory. The Company will add a line item in the monthly electric bill for customers in Western Massachusetts and Public Service Company of New Hampshire.
 - Financing will be available to Customer for up to 48 months with a minimum customer financial commitment of \$25/month.
5. **3rd Party Financing.** Pre-approved custom projects are available for 3rd party financing by a 3rd Party Lender.
 - Lender to qualify customer
 - Invoicing monthly payment will be administered by 3rd Party Lender
6. **Program Changes.** The Energy Efficiency Program for Small Business and these T&Cs may be changed by the Company at any time without notice.
7. **Removal of Equipment.** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. The Customer agrees not to install any of this removed equipment in the service territory of the Company or its affiliates.
8. **Replacement of Failed Equipment.** Customers who install energy-efficient equipment are expected to replace any of the energy-efficient equipment that fails with similar or superior energy savings equipment at the Customer's expense.
9. **Follow-up Visits.** With advance notice, the Company reserves the right (but shall have no obligation) to make a reasonable number of follow-up visits to Customer's facility during the 36 months following the Actual Completion Date noted on page 1 of this application to provide the Company with an opportunity to review the operation of the ECMs for program evaluation purposes.
10. **Limitation of Liability.** Neither the Company nor any of its affiliates shall be liable to the Customer for any direct, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
11. **No Warranties.** The Company does not endorse, guarantee, or warrant any particular manufacturer, contractor or product, and the Company EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any product or services. The Customer acknowledges that neither the Company nor any of its consultants are responsible for assuring that the design, engineering and construction or installation of the ECMs is proper or complies with any particular laws (including patent laws), codes, or industry standards. The Company makes no representations or warranties of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
1. **Obligations Between the Parties.** The Company shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. The Company shall have no liability for the failure of the ECMs to function, or for any and all damages to property or injury to persons caused by the ECMs. The Customer acknowledges that the installation of the ECMs is performed by an independent contractor selected by the Company, and that the Company does not control or manage the details of the contractor's performance. The Company shall not be liable for the acts or omissions of the contractor.
2. **Miscellaneous.** These T&Cs and this program application constitute the entire agreement between the parties and supersede all other communications and representations. Paragraph headings are for the convenience of the parties only and are not to be construed as part of these T&Cs. If any provision of the T&Cs is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not, invalidate any other provision, and the remaining T&Cs shall remain in full force and effect in accordance with their terms.
3. **Energy Benefits.** The Company is entitled to 100% of the energy benefits associated with the ECMs, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated ISO-NE Energy, Capacity and Reserves Products, and the Customer agrees to provide the Company with such further documentation as the Company may request to confirm the Company's ownership of such benefits and Products.



World Energy Efficiency Services, LLC. Is focused on assessing, developing, engineering, and managing commercial energy efficiency projects. Specifically, projects include commercial building energy audits, project scope development, equipment specifications and ROI analyses. We work with local utilities on incentive programs, present project analyses and provide turnkey energy efficiency project solutions for our customers. Our focus is on high ROI lighting, mechanical and energy management systems.

24 Rockdale St., Worcester, MA 01606

774-420-2764

info@worldenergyes.com

www.worldenergyes.com



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Swap Shop policy

Department: Public Works

Meeting Date: June 14, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

The Swap Shop has been closed since the outbreak of Covid-19. The Swap Shop is in need of a BOS approved operating policy. The proposed policy takes into account health and home safety issues and aligns with the recommendations of Primex. If this policy is approved the DPW requires some time to adapt the current facility layout, which should be accomplished in time for a Tuesday July 1, 2021 reopening. Also dependent on the incumbent or potential new volunteers desire to staff the facility.

BUDGET IMPACT:

(Include general ledger account numbers)

None.

POLICY IMPLICATIONS:

The Swap Shop has previously operated with no recognized BOS approved policy. DPW desires to reopen the swap shop on or about July 1 with a recognized policy in place.

DEPARTMENT HEAD RECOMMENDATION:

approve this policy.

SUGGESTED MOTION:

I move that the this initial issue of the swap shop operating policy is hereby approved and that the swap shop be reopened effective July 1, 2021, dependent on volunteers availability.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Swap Shop Policy 14June2021
2. Swap Shop Shed Policy supporting email from Primex



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road

Amherst, NH 03031

Tel. (603) 673-2317 Fax (603) 249-8857

ehahn@amherstnh.gov

June 14, 2021

Swap Shop Shed operating policy.

The Swap Shop Shed operates for the benefit of the residents of the Town of Amherst so as to have a facility where items may be left for other residents to take for personal use at no cost. The Town of Amherst takes no responsibility or warrants any item for suitability or fitness of purpose for any item left or taken from the Swap Shop.

The hours of operation are normally: Tues. & Thurs. 12-4pm, Sat. 8am – 2pm.

In order to provide this service while adhering to current health and home safety guidance, this policy is hereby updated and the guidance will be prominently posted both at the Swap Shop Shed and on the Town website.

- The Swap Shop Shed will be open only when staffed. There shall be no drop-off or pickup of materials at any time the Swap Shop Shed is closed.
 - Transfer Station Attendants shall take notice of unauthorized drop-off and notify the Amherst Police to compel removal of material.
- All material brought to the Swap Shop shall be inspected by a Swap Shop Volunteer.
 - Prohibited items shall be rejected and the resident instructed to take it off site.
 - In the event prohibited material is left on site contrary to instructions to take it off site, the Amherst Police shall be notified and the offending person compelled to remove the material.
- The following materials are prohibited from exchange at the Swap Shop Shed:
 - Liquids of any kind.
 - Goods of any kind that plug into an electrical outlet.
 - Goods of any kind that contain a lithium ion battery.
 - Textile goods of any kind. (Apparel, Toys, Blankets, Towels, etc.)
 - Weapons of any kind.
 - Chemicals of any kind: (Fertilizer, Pesticides, Herbicides, Cleaners, etc.)
 - Construction & Demolition Debris.
 - Any material weighing more than 30 lbs. each piece.
 - Any material otherwise acceptable that is moldy, mildewed or malodorous.
 - Any material or device containing a hazardous material: Lead, Mercury, etc.
- The Swap Shop inventory will be discarded each Tuesday.

BOS Approval:

Chair: _____ Secretary: _____ Date: _____

Vice Chair: _____ Member: _____ Member: _____

Swap Shop Shed Policy supporting email from Primex.

From: David Bullock <dbullock@nhprimex.org>

Sent: Monday, May 24, 2021 3:48 PM

To: Jennifer Stover <jstover@amherstnh.gov>

Subject: Swap Shop Risk Management Guidance

Hi Jennifer,

Below is risk management guidance in italics we provide to members related to swap shops.

Let me know if you need anything else.

Thanks,

Dave

The choice to operate a swap shop is a local policy decision. However, like all risks, a swap shop should be properly managed with rules or a policy that is clear to those using it. For example, you may want to discuss if "allowing" electrical items should be permitted. The assumption that something brought to the swap shop by a person is okay to use by someone else. Perhaps a malfunctioning or worn appliance could be used by someone else resulting in potential injury. Or discarded clothing may be contaminated in some form or another. Swap shops have evolved over time...the practice use to be that if someone had an extra shovel or two, they could bring those to the swap shop in exchange for something they need like a rake. Now we are seeing many items, some not entirely salvageable that are appearing in swap shops. In some cases, we have seen some members that have received toxic materials (chlordane insecticide liquid), floor lamps that still functioned but have frayed cords, broken plugs or switches, Children's clothing that contained lice and several other issues that caused some members to discontinue their operation.

Basically, if a swap shop is allowed, then "rules" should be posted and enforced such as, which items are accepted or which are not. In addition, adequate lighting and removing slip, trip and fall hazards should be a continued practice as well.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW hire and job description
approvals

Department: Public Works

Meeting Date: June 14, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

Non-public session proposed vacancy results to be presented, and request for approval of two DPW job descriptions. One for Full Time Permanent Driver/Laborer and the other for DPW Summer Seasonal Job Description. See Attached.

BUDGET IMPACT:

(Include general ledger account numbers)

Vacancy fully funded, job descriptions have no budgetary impact.

POLICY IMPLICATIONS:

Job Description Updates are part of town policy.

DEPARTMENT HEAD RECOMMENDATION:

Approve the new job descriptions.

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Laborer - Driver Job Description 6-14-21
2. DPW Summer Seasonal Part Time Laborer June 14, 2021

LABORER / TRUCK DRIVER

The Department of Public Works is responsible for maintaining and operating public roads, commons, transfer station, cemeteries, and buildings.

JOB SUMMARY

Responsible for the skilled and safe operation and routine preventative maintenance of assigned trucks, light construction equipment, and hand and power tools used in the construction and maintenance of roads and other public works projects. Performs manual labor tasks incidental to the operation and maintenance of assigned equipment such as the loading and unloading of materials and the performance of unskilled and semi-skilled work on construction and maintenance projects. Performs other public works department duties which may be temporarily assigned to include but not necessarily limited to: vacation and absence stand-in for other public works department personnel; building and ground maintenance, transfer station maintenance, and support for road, bridge, and sidewalk construction, maintenance and repair, to include winter storm operations.

SUPERVISION RECEIVED

Works under the general supervision of the Director of Public Works, who assigns areas of responsibility, outlines policy, reviews work in progress and/or completion, and provides instruction as necessary. Duties are performed in accordance with established and specified procedures. Will be assigned to and subordinate to Highway Department Road Foreman/Building and Grounds Foreman, and other public works department crew leaders.

SUPERVISION EXERCISED

May be assigned to oversee, direct, and/or provide training to temporary summer-seasonal employees and/or employees of the same classification.

EXAMPLES OF ESSENTIAL DUTIES

[Any one position may not include all of the duties listed, nor do the listed examples include all duties which may be found in positions of this class].

1. Performs daily vehicle/equipment safety inspections and records information in the corresponding vehicle/equipment log.
2. Uses electronic devices daily to include computers, tablets, and cell phones, to receive and complete assignments, receive and reply to emails, complete training, and communicate with other employees and supervisors.
3. Regularly operates one or more of the following pieces of equipment: pick-up truck, chipper, compactor, asphalt saw, etc. On occasion may be assigned to operate trackless, loader, tractor, or backhoe if needed for simple tasks and/or for training purposes. When not engaged in equipment operation performs various skilled and semi-skilled tasks essential to public works operations.
4. Makes minor field repairs and adjustments to equipment and reports need for major repairs to the Road Foreman.
5. Operates trucks during road maintenance and construction jobs hauling aggregate materials such as cold patch, gravel, sand, hot top, fill, and stone.
6. Operates during winter storm emergencies at all hours of the day or night operating plow and sander-equipped trucks. Shovels snow, and loads and spreads sand and salt on sidewalks, bridges, and steps; thaws and clears culverts.
7. Mows roadside grass, weeds, and brush, rakes and packs leaves and debris, trims limbs, and cuts downed limbs with power equipment, such as mowers, trimmers, chain saws, and chippers, or with hand tools.
8. Loads and unloads heavy materials from trucks and vans, stocks materials in storage areas or at work sites.
9. Installs traffic signs as described in the MANUAL on UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.). Installs guardrails and work zone safety equipment, may perform flagging operations in work zones.
10. Digs trenches, ditches and holes with pick and shovel; moves material by hand with buckets and wheelbarrows; uses air and hydraulic equipment for breaking asphalt and concrete, sandblasting and drilling.
11. Removes beaver dams/debris from culvert pipes and waterways as assigned using hand tools and PPE to include hip boots, waders, life vests, shovels, rakes, etc.

12. Places and rakes to grade hot bituminous asphalt and other pavement treatments such as cold patch, and tack coats using wheelbarrow and hand tools.
11. Assists in the maintenance and repairs of bridges to include painting, chipping, scraping, and removing; installs and cleans culverts and other drainage systems; installs and cleans catch basins, and ditches.
13. Services and performs minor routine maintenance on light duty trucks, light equipment, and portable power equipment and hand tools.
14. Performs cemetery maintenance including burials.
15. Performs other essential duties as required.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- Experience with the functions, operating methods, and care required in the operation and maintenance of light construction equipment used in public works projects.
- Experience with the use of and the ability to perform minor servicing and maintenance on light power equipment such as mowers, chain saws, portable pumps, generators, etc.
- Ability to safely and skillfully operate motor vehicles to include light duty trucks with manual and automatic transmissions.
- The ability to perform minor building maintenance work to include the use of hand and power tools used in carpentry, masonry, and painting.
- The ability to read and understand written instructions and technical manuals generally used in the execution of duties assigned; ability to read and interpret written instructions in the form of work orders, policies, rules and regulations.
- The ability to write legibly and clearly in the completion of log sheets, forms and other records.
- The ability to establish and maintain effective working relationships with other employees to include treating other employees with respect at all times; ability to understand and follow oral instructions; ability to effectively and professionally communicate with the general public.

LICENSURE AND CERTIFICATION REQUIREMENTS

- NH Commercial Motor Vehicle Class B Driver's License:
Must obtain within six (6) months of hire.
- Solid Waste Facility Operator Certification:
Must obtain within one (1) year of hire.

- NH DES Green Sno-Pro Certification
- UNH T2 or Primex Chainsaw Certification
- UNH T2 or Primex Flagger Certification

MINIMUM QUALIFICATIONS REQUIRED

- High School diploma or equivalent;
- One (1) year experience in the operation and routine servicing of commercial trucks and light construction equipment;
- One (1) year experience in road and site work construction; **OR** any equivalent combination of education and experience which demonstrates possession of the required knowledge, skills, and abilities.

PHYSICAL EXERTION AND ENVIRONMENTAL CONDITIONS

Must be able and willing to perform strenuous physical work under all climatic conditions such as extreme heat and cold, high winds, rain, and snow. Duties may require, heavy lifting, twisting, bending, squatting, kneeling, and may require crawling and climbing; working in garages in dirty and greasy areas, in cramped positions, with exposure to noise and other hazards from operating engines and equipment; work in trenches and excavations in wet and muddy conditions.

The above descriptions are illustrative. They are intended as guides for personnel actions and are not complete itemizations of all facets of any job.

Employee Signature _____ Date _____

*Adopted October 2001
Revised December 2011
Revised June 14, 2021*

Town of Amherst, NH Job Description
Department of Public Works

Summer Seasonal Part Time Labor

Job Summary

May be assigned to work within any of the DPW divisions: Highway, Buildings & Grounds, Parks, Cemetery and Transfer Station. With a combination of prior skills and/or appropriate training, will be required to use hand and power tools, operate equipment, drive vehicles and perform maintenance of the same. Must be able to: stand/walk and perform strenuous activities for prolonged periods, work outside in extreme temperatures or inclement weather, capable of lifting and carrying at least 70lbs, communicate effectively to understand both written and verbal instructions and provide feedback to ensure that tasks are understood so that they may be performed safely, according to instruction and in accordance with Federal, State and Local laws, regulations and policies. Employees neither earn or receive any benefits outside of their hourly wage. Employees must be at least 18 years old on date of hire and possess a valid State of NH Driver's License.

Supervision Received

Works under the supervision of the Road or Buildings & Grounds Foreman, who will assign duties, outline general department policies and evaluate work in terms of effectiveness of results. Performs duties either alone or as part of a crew.

Supervision Exercised

None

Term of Employment

Each position filled shall be defined in writing with a start and end date and include the hours of work, general schedule and rate of pay for the entire term.

Example of Essential Duties

(The listed examples are illustrative only and may not include all duties found in this position.)

1. Maintain town commons and cemeteries: mow, trim, cut brush, maintain fencing, rake, dig, seed, pick up fallen limbs, perform equipment pre-service checks and equipment maintenance.
2. Maintain town roads. Asphalt patching, roadside mowing, traffic control, shoulder work, brushing & trimming, ditching, culvert cleaning & repair, catch basin cleaning & repair, installing & repairing street signage, cleaning & clearing obstructions/debris and painting road markings.

3. Maintain town buildings. Paint, Clean, climb ladders, move/stack materials (furniture, boxes, and equipment, change lightbulbs and minor maintenance.
4. Work at the Transfer Station Sorting Deck on an ad-hoc as needed short term basis.
5. Performs other functions as the DPW needs evolve.

Knowledge, Skills, and Abilities Required

Ability to read and write English to understand town policies, written instructions and gain knowledge from training classes on safety and procedures is required. Knowledge of the town for location of facilities and travel routes is preferred. Prior skill with hand and power tools, equipment and equipment maintenance is preferred. Computer literacy for receiving and reporting job progress, materials and labor hours is preferred.

Minimum Qualifications Required

Be 18 years old on date of hire. Possess a valid State of NH Driver's License.

The above descriptions are illustrative. They are intended as guides for personnel actions and are not complete itemizations of all facets of any job.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW - Driver/Laborer Permanent
Full Time Hire

Department: Public Works

Meeting Date: June 14, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

The DPW currently has two vacancies. This proposed hire will fill one. Mr. Lupoli has worked successfully as a part time seasonal hire in various capacities. He has already demonstrated a good general knowledge of DPW tasks and obtained a SWOT Certificate for working at the Transfer Station in addition to making good progress towards a CDL-B license.

As a related secondary issue - I ask the Board to consider a new Job Description for the Driver/Laborer Position. The old one has several flaws. Both versions are included. I would like to hire Mr. Lupoli under the new version. Which will be part of a staff report in open meeting.

BUDGET IMPACT:

(Include general ledger account numbers)

The position is fully funded within the Highway 4312 budget.

POLICY IMPLICATIONS:

n/a

DEPARTMENT HEAD RECOMMENDATION:

To Hire Mr. Lupoli.

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. DPW Candidate, Driver-Laborer, PAR and Resume

TOWN OF AMHERST PERSONNEL ACTION REQUEST

Name of Employee: Vincent Lupoli **Employee #:** 005992

<u>XX</u> NEW HIRE	_____ Probation Completion	_____ Leave without pay
_____ Bonus Pay	_____ Promotion	_____ FMLA Leave
_____ Re-Hire	_____ Transfer	_____ Suspension without pay
_____ Pay Increase	_____ Termination /Resignation	_____ Other (Please describe in text box)

Current Position: (fill in all blanks)	Change to: (fill in only changed data)
--	--

Department: <u>Public Works</u> Division: <u>Cemetery/Common/Transfer Station</u> Position: <u>Seasonal</u> Category: <u>Seasonal</u> Grade/Step: <u>Grade S11, Step 6</u> Account: <u>01-4324-10-1115</u> Account: <u>01-4312-10-1115</u> Account: <u>01-4312-10-1140</u> Account: _____ <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Wages:</td> <td style="width: 33%;">Exempt</td> <td style="width: 33%;">Non Exempt</td> </tr> <tr> <td>Hourly (per hour):</td> <td></td> <td>\$17.39</td> </tr> <tr> <td>Salary (per pay period):</td> <td></td> <td></td> </tr> </table>	Wages:	Exempt	Non Exempt	Hourly (per hour):		\$17.39	Salary (per pay period):			Department: <u>Public Works</u> Division: <u>Highway</u> Position: <u>Laborer/Driver</u> Category: <u>Regular Full Time</u> Grade/Step: <u>Step 4/ Grade 1</u> Account: <u>01-4312-10-1110</u> Account: <u>01-4324-10-1110</u> Account: <u>01-4195-10-1110</u> Account: _____ <table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Wages</td> <td style="width: 33%;">Exempt</td> <td style="width: 33%;">Non Exempt</td> </tr> <tr> <td></td> <td></td> <td>18.11</td> </tr> <tr> <td>Hourly (per hour):</td> <td></td> <td></td> </tr> <tr> <td>Salary (per pay period):</td> <td></td> <td></td> </tr> </table>	Wages	Exempt	Non Exempt			18.11	Hourly (per hour):			Salary (per pay period):		
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Wages	Exempt	Non Exempt																				
		18.11																				
Hourly (per hour):																						
Salary (per pay period):																						

Effective date or period of action: June 16, 2021

Reason for Action: Hired effective June 16, 2021 CDL MUST be received within 6 months

Requesting Supervisor:

Approval of Department Head:

Printed Name

Signature

Date

ERIC HANW Signature

[Signature]

Date 6/10/2021

_____ Approved _____ Disapproved _____ Amended as shown

Comments:

Town Administrator Signature:

Date

I certify that I have received a copy of this PAR.

Employee Signature:

Date

[Signature]

6/10/2021

Original-PERSONNEL FILE copy to PAYROLL	Date		
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VINCENT LUPOLI JR.

16 New South Dr

Amherst, NH 03031

Cell: 603-831-3531

Email: vinnylupoli@gmail.com

ABILITY SUMMARY

- Management Skills was a manager at different companies.
- Mechanically inclined, can fix, work on take apart a wide variety of machinery, automobiles, tools.
- Able to read blueprints and construction drawings.
- Currently have A CDL Class B Learners Permit working towards CDL Class B license.
- Own and can use a wide variety of power tools and hand tools, know how to use them safely.
- Commercial / Residential Networks and audio/video conferencing setup and maintenance, home automation.
- Security Surveillance equipment knowledge in installation and maintenance
- Over 20 years of drafting experience both board and computer based.
- 30 years of computer knowledge in usage, building, maintaining and repair.
- Proficient in Microsoft office.
- Operate Forklift and pickers, operate a loader, operate zero turn mowers.
- Extensive restaurant knowledge, serving, all types of line cooking, baking etc.

WORK EXPERIENCE

Town of Amherst NH Department of Public Works / Amherst NH Transfer Station 08/2020-9/6/2021

Department of Public Works:

- Acquired and Possess a CDL B learners permit, currently working on acquiring a CDL license.
- Mowing and debris removal town commons and cemeteries
- Town trash and recyclables collection and disposal
- Repairing & replacing street signs
- Snow Plowing and walkway clearing at town hall, library, Police and Fire Departments
- Tree and limb removal, chipping

Transfer station duties:

- Assisted in repairs, maintenance and upkeep of facility and grounds.
- Directed incoming vehicles to proper dumping areas.
- Checked for appropriate Town stickers.
- Screened Incoming waste for any unauthorized materials like Hazardous materials, improper waste going into compactors or landfill.
- Capable of operating a loader at facility.

SJT Systems 03/2018-08/2019

Audio Video Equipment Technician

- Residential network installation and maintenance and repair
- Full Home automation: irrigation, lighting, audio and video, networks TV installation
- Corporate wiring for conference rooms audio and visual ex. BAE St. Mary's Bank
- Installation of various monitors and projection screens and televisions
- Home Automation and integration using Elan controllers.

TWFWC 02/2014- 04/2018

Practice Manager

- Payroll, scheduling, bill pay, inventory ordering and tracking.
- Phone answering, scheduling patients, record scanning
- Knowledge of EMR software Aprima and Allscripts
- QuickBooks software

Kalwall Corp. 06/1998-05/2017

Group Leader

- Responsible for training, scheduling work, coordinating projects thru multiple departments.
- Group Leader role included Grading, reviewing production drawings, creating training manuals.
- Filled in for Drafting manager duties when he was out of office or on vacation included but not limited to reports to company owner, overseeing incoming projects and dispersing them out to other group leaders.
- Proficient in 2D and 3D drawings, Solid Modeling.
- Created Submission to Customer and released to Shop production drawings for manufacture of company product.

Osram Sylvania 06/1997-06/1998 Hillsboro NH

Research and Development Department

- Photometry testing of various automobile light bulbs
- Examining and testing of competitors light bulbs
- Drafted and created different equipment for R&D testing of automobile bulbs.
- Examined and determined and documented failures of HID lights sent back to company.
- Computer building and repair.

Digital Cooperation 01/1997-06/1997 Contoocook NH

Recycling Department

- Recovered valuable and reusable computer parts from circuit boards and mother boards. I.e... Processors, memory cards
- Tested memory cards for failure.
- Received a forklift license and operated forklifts, pickers.

EDUCATION

Associates Degree in Computer Aided Drafting and Design in Mechanical Engineering at NHTC Nashua NH

REFERENCES AVAILABLE UPON REQUEST



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes Approvals
Meeting Date: June 14, 2021

Department: Finance Department
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Payroll

AP1~ I move to approve one (1) FY21 Payroll Manifest in the amount of \$216,325.15 dated June 3, 2021, subject to review and audit.

Accounts Payable

AP2 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$237,241.78 dated May 19, 2021, subject to review and audit (NH DMV).

AP3 ~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$278,653.08 dated May 25, 2021, subject to review and audit .

AP4~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$429,008.72 dated June 8, 2021, subject to review and audit .

AP5~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$3,266,427.00 dated June 2, 2021, subject to review and audit (School disbursements) .

Minutes

~ I move to approve the Board of Selectmen meeting minutes of May 24, 2021.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2021.05.24 BOS Meeting Minutes, DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, May 24, 2021, 6:30PM

1. Call to Order

Chairman Peter Lyon called the meeting to order at 6:30 p.m.

Attendees by Zoom conference call: Chairman Peter Lyon, Selectman Dwight Brew, Selectman Reed Panasiti, Selectman John D'Angelo, and Selectman Tom Grella. Also present: Town Administrator Dean Shankle and Kristan Patenaude, recording secretary

Other attendees and the public accessed the meeting via Zoom.

Chairman Lyon explained that, pursuant to the State of Emergency declared by the Governor as a result of the COVID19 pandemic and in accordance with his Emergency Order #12, this meeting is authorized to take place electronically. There is no physical location to observe and listen to this meeting. However, in accordance with the Emergency Order, we are:

Utilizing Zoom teleconferencing for this meeting. All members of the Board have the ability to communicate during the meeting through this platform and the public has access to contemporaneously listen and if necessary, participate in the meeting by dialing +1 312 626 6799 and using a webinar ID of 895-1129-9650 or by using the link contained in the agenda posted at amherstnh.gov.

Notice of the meeting and means to access it were previously posted in accordance with law. Members of the public that have phoned into the meeting can raise their hand by pressing the *9 on their phone, in order to make it known that they would like to speak to the Board. If anyone has a problem accessing the meeting, please call 603-440-8248 for assistance. In the event the public is unable to access the meeting, the meeting will be adjourned and rescheduled.

All votes will be taken by roll call and for ease, in alphabetical order. Lastly, the meeting is being recorded and will be replayed on ACATV.

The Board started by taking a roll call vote and stating if they were alone.

Roll call vote: Selectman Brew – present; Selectman Grella – present; Selectman Panasiti – present; Selectman D'Angelo – present; and Chairman Lyon – present. All noted themselves as being alone.

39 **2. Citizen's Forum – none.**

40
41 **3. Scheduled Appointments**

42 **3.1. Revaluation Update - Michael Tarello and Stephen Whalen, Vision**
43 **Government Solutions**

44 Mike Tarello explained that he is currently working on putting the inspection and permitting
45 information into the database. The residential rates will then be set. He has gone through the
46 sales and sorted them into qualified/unqualified. Sales are considered qualified if they have
47 been exposed to the market and are good indicators of the market value. Single-family sales
48 are at 76% of market value to start. Condo sales are at 72-73% of market value, and vacant
49 land is at 78% of market value. Commercial/industrial properties are at 86% of market value.

50
51 Mike Tarello stated that once all properties have been qualified, they will be analyzed.
52 Property values are analyzed using a variety of factors, such as style, age, land size of
53 property, etc. The goal is to bring all properties up to 100%. New cost rates will then be set.
54 Currently the cost rate looks to be approximately \$75/square foot for an average residential
55 property. The market says this rate should be within the \$110-115 range. He noted that
56 construction costs have gone up quite a bit in the last five years. Ranges will vary amid types
57 of properties.

58
59 Mike Tarello explained that the sales data analyzed is from April 1, 2020, to April 1, 2021 for
60 residential homes. He needed to use two years of vacant land sale data going back to April 1,
61 2019, as there was not enough land sales from one year to complete the analysis for vacant
62 land. He noted that the State of NH Department of Revenue uses data from September 1,
63 2020, to August 30, 2021 to establish the ratio of sale price to assessment, which could lead to
64 some differences in the calculation of the ratio post Revaluation.

65
66 In response to a question from Chairman Lyon, Mike Tarello stated that he would try to
67 include sales data through the end of May 2021 in their analysis.

68
69 Steve Whalen stated that the field review will soon be complete. During the field review,
70 employees drive by properties and verify if it matches the record card. There appear to be only
71 small changes based on the field review.

72
73 Mike Tarello stated that the process is on schedule and that hearing notices should be sent out
74 by late July.

75
76 Selectman Brew explained that the specific value of one's property is not as important in this
77 process as how it relates to other properties in Amherst. He asked if there could be a
78 percentage shared with taxpayers, so that one could determine what the difference might be in
79 property taxes based on this revaluation.

80
81 Mike Tarello explained that the hearings will break out the percentage changes for properties
82 in terms of style, neighborhood, etc.

83
84 In response to a question from Selectman Grella, Mike Tarello explained that market value is
85 determined by analyzing all the market sales that reflect the conditions of this time period for

86 sales of properties of different types. The average median sale price for this area is currently
87 \$480,000.

88
89 Chairman Lyon suggested putting basic information for the revaluation on the Town's
90 website.

91
92 In response to a question from Selectman Panasiti, Mike Tarello stated that all communities
93 get the same starting point and that the direction from the state is standard for all.

94
95 **3.2. Joint Facilities Advisory Committee update, Adam Steel and Victoria**
96 **Parisi**

97 Victoria Parisi explained that the Joint Facilities Advisory Committee (JFAC) recently
98 discussed a number of items. An RFP was sent to 10 firms, recommended by the DOE, in
99 search of an architect. The JFAC unanimously selected Banwell Architects, of Lebanon, NH.
100 Banwell has been hired by the Amherst School Board and will update the groups at the end of
101 next month regarding proposed efficiencies.

102
103 Victoria Parisi stated that a survey regarding potential future uses for the Clark School was
104 returned with 170 responses. There seems to be an appetite for the building to remain in use to
105 the Town, in some form. The JFAC will continue to communicate with the Town on this item.

106
107 Victoria Parisi explained that there was site and civil work done at Wilkins School to
108 determine where on site building can be done. Wetlands on site have been flagged. The
109 existing soils on site will be determined through borings and test pits. The results of this work
110 will be ready soon and will be shared with the Board.

111
112 Selectman Brew stated that the last report was that the Clark School was in "good condition."
113 The building is approximately 30,000 square feet, and the school is currently using most of it.
114 He understood that it would cost approximately \$300/square foot to replace the Clark School
115 square footage on the Wilkins site, for a total of approximately \$9M. He stated that people
116 will probably want to better understand why this amount should be spent to replace the Clark
117 School square footage if the building is in "good condition."

118
119 Selectman D'Angelo stated that there will need to be analysis done as to the price needed to
120 make the Clark School building serviceable for other uses. He noted that the school district
121 might have to pay the Town to take the building off its hands. He will want to see how much
122 the building is assessed for and how much will be needed for its upkeep.

123
124 Selectman Grella stated that 170 responses to the survey is small, unfortunately. Victoria
125 Parisi stated that this is only a starting point and that future surveys will hopefully be used.

126
127 Adam Steele explained that no one was comfortable with the \$96M being proposed for the
128 ballot this year, which is why it was removed, and other further studies are being sought.

129
130 **3.3 Goldens on the Green, Sept 12, 2021, 1-3pm**

131 Town Administrator Shankle suggested that this event first go before the COVID-19
132 Committee before being discussed by the Board, as it will be a large event. He also noted that

this was not previously discussed at the staff meeting. The Board will hear it at a future meeting.

4. Administration

4.1 Updates and general information

Jennifer Stover, of the COVID-19 Committee, stated that the group met on the 21st. Matt Conley, Fire Chief, Scott Tenney, Building Inspector/Health Officer, Perry Day, DPW, and Eric Hahn, DPW Director, discussed reopening the Swap Shop at the Transfer Station. The group decided to continue to hold off on reopening the Swap Shop until at least June 30th. The air quality is currently being tested in all Town buildings. The Library already has its results and they are very positive. The Committee is requesting that a form for vaccination status of employees be used. This form will not be required, but employees will be able to share this information if they choose. The group will meet again prior to June 18, 2021.

In response to a question from Selectman Panasiti, Jennifer Stover stated that the decision to continue requiring masks at the Transfer Station was made in order to be consistent across Town buildings and to err on the side of caution.

Selectman Panasiti stated that mandates have been relaxed across the State and he would like to see similar updates in Town for outdoor venues.

Chairman Lyon agreed with erring on the side of caution, but also echoed the idea that the Town should continue to push itself to get back to a sense of normalcy. He explained that outdoor venues, such as the Transfer Station, are the perfect place to start moving towards this.

Town Administrator Shankle stated that a Voter's Guide will be sent to every mailing address in Town by Thursday. Copies will also be available at the Library and Town Hall.

Town Administrator Shankle stated that DES has updated the Town that the State is teetering on the edge of widespread drought. DES is requesting that customers try to conserve water.

Town Administrator Shankle stated that the July 4th Committee met last Sunday and agreed to stay the course already decided on and move forward with the reverse parade.

Selectman Panasiti stated that he received questions from a citizen regarding using the Town Green during the holiday. Chairman Lyon explained that flags will still be put up around the Green and that the Green is open to the public. Anyone is allowed to use the area, but these activities will not be town-sponsored.

4.2 Amherst Garden Club Proclamation

Town Administrator Shankle explained that the Garden Club will be celebrating its 50th anniversary on June 10th.

Chairman Lyon read the Garden Club's proclamation into the record:

178 *WHEREAS, In February of 1971, thirty-five women met to form a gardening club called The*
179 *Gardeners, later to be known as The Amherst Garden Club, which has now grown to*
180 *approximately 130 members; and*
181 *WHEREAS the Club maintains town gardens at the Town Hall, the Library, the Police*
182 *Department, and many other sites around Town; and*
183 *WHEREAS, the Club gives support to local projects providing education, resources*
184 *and networking opportunities to promote the love of gardening, civic landscaping,*
185 *and environmental responsibility; and*
186 *WHEREAS, the Club has given out over \$50,000 in scholarships to local students to*
187 *encourage environmental studies.*
188 *NOW, THEREFORE, in recognition of the 50th Anniversary of the Amherst Garden*
189 *Club, the Board of Selectmen, on behalf of ourselves and the Town of Amherst,*
190 *hereby extends congratulations and gratitude to all past and present members of*
191 *the Club and our best wishes for the Club's future success.*

192
193 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to*
194 *approve and sign the proclamation.*

195 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
196 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

197 198 **5. Staff Reports**

199 **5.1. Communication Center – New employee step/grad classification**

200 This item was tabled until the Board's next meeting.

201 202 **5.2 Repainting Cross Walks/Stop Bars adding yield lines to Cross Walks**

203 DPW Director, Eric Hahn, explained that the DPW published and received bids for repainting
204 cross walks and stop bars and adding yield lines to unguarded cross walks (shark's teeth.) Last
205 summer all obsolete style crosswalks were ground off and repainted according to Manual of
206 Uniform Traffic Control Device (MUTCD) Standards. This summer DPW desires to add
207 further MUTCD enhancements for unguarded crosswalks. These crosswalks are those that are
208 typically, mid-block, similar to the one crossing Boston Post Road at Wilkin's School.

209
210 The Board discussed the number of bids received for this project and the fact that one of the
211 bidders did not bid according to the specifications.

212
213 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to award*
214 *Highway Safety the contract for repainting Crosswalks and Stop Bars and adding yield lines*
215 *to unguarded crosswalks in the amount of \$10,580, and to encumber any unspent funds as of*
216 *June 30th from the award into FY22.*

217 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
218 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

219 220 **5.3 Amherst St reconstruction & bike/ped path**

221 Eric Hahn explained that, after meeting with the contractor, there is a fairly long lead time for
222 the reconstruction of Amherst Street to begin. Instead of starting the project and needing to
223 delay it, he is requesting to encumber the funds for this project into the next fiscal year.

In response to a question from Selectman D'Angelo, Eric Hahn stated that the long lead time was discovered because the reconstruction and side path projects together lead to an increased number of drainage structures. These projects will still be completed by the end of this construction season.

A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo that the balance of encumbered funds on June 30th, contained in 01-4312-90-9800 be re-encumbered into FY22 for Amherst St. reconstruction.

Discussion:

Town Administrator Shankle stated that if the Board does not indicate that it is willing to encumber these funds, then it needs to do something else with this project. The exact amount of money to be encumbered can be decided on later, but this needs to be re-encumbered in order to move forward.

Selectman Panasiti amended his motion to read that the Board is willing to encumber the balance of encumbered funds on June 30th, contained in 01-4312-90-9800 be re-encumbered into FY22 for Amherst St. reconstruction. Selectman D'Angelo SECONDED the amended motion.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

5.4 Heating Oil & Propane bid, jointly with SAU39

Town Administrator Shankle stated that the Town tried to tie into the school bid for heating oil and propane but there are questions regarding the bidders and where the bid was posted. He explained that the SAU added the Town onto the bid, and thus the Town-portion of the bid only could be rejected.

Selectman Brew stated that he would like for any bids for Town projects to be placed in a certain area on the Town website that could be easily found by any interested potential bidders.

Selectman D'Angelo stated that part of the problem was that the DPW did not run the bidding process for this item and thus the vendors were chosen by the SAU. He suggested that the Town have a discussion with the SAU about future joint bid items.

Chairman Lyon agreed that the Town could get more visibility for its projects if there is a single place on the Town website to post bids. He suggested that the Town look at its purchasing policy to see if its adequate or if a new process is needed.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Brew to reject the Town portion of the bid for heating oil and propane.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

5.5 Accountant Job Description Review – *This item was moved to later in the meeting.*

5.6 Expenditure Status Update – *This item was moved to later in the meeting.*

6. Approvals

6.1 Petition and Pole License PSNH#: 21-1564

A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve the Petition and Pole License PSNH#: 21-1564 for placement of a utility pole on MERRIMACK RD, BOSTON POST RD, THORNTON FERRY RD and to authorize the Board of Selectmen to sign the document on behalf of the Town of Amherst.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

6.2 Assessing - July 2021 Tax Warrant

A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve and sign the July 2021 Tax Warrant in the amount of \$24,970,108.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

6.3 Baboosic Lake Community Septic Warrants

A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve and sign the July 2021 Baboosic Lake Community Septic Warrants as follows:

Phase I \$ 2,014.08

Phase II \$ 5,444.75

Phase III \$ 6,633.58

Phase IV \$ 4,725.23

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

6.4 AP, Payroll and Minutes Approval

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to approve one (1) FY21 Payroll Manifest in the amount of \$218,704.93 dated May 6, 2021, subject to review and audit.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to approve one (1) FY21 Payroll Manifest in the amount of \$219,273.16 dated May 20, 2021, subject to review and audit.

By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to approve one (1) FY21 Accounts Payable Manifest in the amount of \$575,572.49 dated January 19, 2021, subject to review and audit (NH DMV).

By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Panasiti to approve one (1) FY21 Accounts Payable Manifest in the amount of \$3,024,202.00 dated March 16, 2021, subject to review and audit.

By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Panasiti to approve the Board of Selectmen meeting minutes of May 10, 2021, as amended.

By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

5.5 Accountant Job Description Review – The Board retook this item at this time

Laurie May, Finance Director, explained that Pat Walz, Finance Assistant, has given her notice. In hiring for the position, Laurie May stated that she would like to change it to an Accountant position and add skills in Fixed Assets.

Town Administrator Shankle noted that this will upgrade the position and there is a new job description proposed. Chairman Lyon explained that there is money currently in the budget for this upgraded position.

Selectman D’Angelo stated that, as there are only two people in the Finance Department, it would be a good idea for the Town to seek someone fully qualified for this position.

In response to a question from Selectman Grella regarding offering the new position to Pat Walz, Town Administrator Shankle noted that Pat Walz is semi-retiring.

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Panasiti to approve the revised Accountant Job Description, and to also move to allow advertising to hire for the Accountant position.

By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Grella and SECONDED by Selectman Panasiti to accept, with regret, Pat Walz’s resignation as Finance Assistant.

By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

5.6 Expenditure Status Update – The Board retook this item at this time

The Board reviewed revenues and expenditures of FY21 to date. Legal and Animal Control are over budget. On the revenue side, motor vehicle fees are down and building permits are up. Other State Revenue includes the State Covid-19 Grants in the amount of \$260,000. On the expenditure side, many budgets have more than the 17% remaining, such as planning and welfare.

365 **7. Action Items**

366 The Board reviewed its action items.

367
368 **8. Old/New Business**

369 Selectman Brew stated that the Master Plan Steering Committee had its first meeting with
370 Resilience Planning, in regard to updating the Master Plan. The committee will be meeting at
371 6:30 PM on the third Monday of each month through the end of the year, and the public is
372 welcome to attend any meeting

373
374 Selectman D'Angelo reminded everyone that the Meet the Candidates Night will take place
375 tomorrow night at 7pm via Zoom.

376
377 Chairman Lyon reminded everyone the Town Voting will take place on June 8, 2021. The
378 Board will meet next on June 14, 2021.

379
380 The group thanked Selectman Panasiti for his years of service on the Board.

381
382 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to*
383 *adjourn the meeting at 8:41pm.*

384 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
385 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

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389 **NEXT MEETING: Monday, June 14, 2021**

390
391
392
393 _____
394 *Selectman Reed Panasiti*

Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Atlas Pyrovision, Annual application and Permit for Wholesale/Retail sales of fireworks

Department: Administration

Meeting Date: June 14, 2021

Staff Contact:

BACKGROUND INFORMATION:

Atlas Pyrovision has submitted their yearly request for a sales permit. This application was significantly later than typical and a request to expedite was granted.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to permit Atlas Pyrovision to conduct sales of fireworks at their facility located at 105 Route 101 A, Amherst NH. This approval is given for a one-year period.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. ATLAS- Application and permit for wholesale, retail sales of fireworks



**APPLICATION & PERMIT FOR
WHOLESALE/RETAIL SALES OF PERMISSIBLE
FIREWORKS**

The Board of Selectmen hereby grants/denies a permit for the wholesale/retail sales, possession and display of Permissible Fireworks to:

Applicant: Atlas PyroVision Entertainment
Group, Inc. Atlas Fireworks Date of Application: May 10, 2021
Signature: [Signature] Telephone: 603-532-8324
Mailing Address: P.O. Box 498 Location of Sales: 105 Route 101A
Jaffrey, NH 03452 Amherst NH 03031

Said activities to be conducted in accordance with pertinent laws of the State of New Hampshire RSA 160-B (RSA 160-A as amended) and as listed in the town policy below adopted March 28, 2001.

POLICY STATEMENT

AUTHORITY

In accordance with RSA Chapter 160-A (as amended), the Board of Selectmen as the governing body of the Town of Amherst for the Town of Amherst hereby adopts this policy intended to regulate the sale of Class C "Permissible" Fireworks as described in RSA 160-A:1,5 within the limits of the Town of Amherst.

Persons wishing to conduct the aforementioned retail/wholesale sales of Class C "Permissible Fireworks" shall obtain a permit from the Board of Selectmen prior to any such activities.

APPLICATION

Persons wishing to apply for a sales permit under this policy shall do so in writing to the Board of Selectmen on forms that may be prescribed by the Board. Completed applications shall be submitted to the Board of Selectmen no less than thirty (30) days prior to the desired date of proposed activity.

ELIGIBILITY REQUIREMENTS

All persons wishing to obtain a permit for the sale of Class C Permissible Fireworks shall in addition to applicable State and Federal regulations, conform to the following guidelines:

Under no circumstances shall the Board issue a permit for the retail/wholesale sales of these products by any individual under the age of twenty-one (21).

Persons wishing to obtain a permit for the retail/wholesale sale of Class C Permissible Fireworks must hold a Federal sales permit issued under USC Title 18. The permit shall not become valid until the applicant successfully obtains a sales license from the State of New Hampshire's Department of Safety.

SITE LOCATION

Retail sales shall only be conducted at such locations as listed upon the applicant's Federal license.

At no time shall the product be sold from temporary structures which are not those permanently affixed to the property (i.e. motor vehicles, trailers, campers, roadside stands, etc.)

Wholesale/retail sales locations must have successfully completed Site Plan Review with the Amherst Planning Board prior to approval of the requested permit. Sales will only be permitted from those sites which meet all applicable land use regulations.

All sales locations within the Town of Amherst must undergo physical inspection of the property by the Fire Chief or his/her designee prior to issuance of the actual permit and be in compliance with all applicable building, life and fire safety codes. The Fire Chief of the town of Amherst retains the right to disapprove any site at any time due to the existence of safety/fire hazards.

The holder of this permit shall assume all responsibility for liabilities arising from the storage, sale and display of Class C Permissible Fireworks.

CONDITIONS OF SALES

Persons permitted to sell Class C Permissible Fireworks (or their agents) must, prior to the sale, require the purchaser of these products to furnish photographic identification (State issued I.E. or Driver's license) indicating that they are at least twenty-one (21) years of age. Persons engaged in the retail sales of Class C Permissible Fireworks shall not allow sales by persons (or their agents) who are under the age of eighteen (18).

No permits shall be issued under this policy for the retail/wholesale sales of Class C Permissible Fireworks when sales are to take place before 7:00 a.m. or after 9:00 p.m.

All permits referenced herein shall be kept at the site permitted for sales and readily available for inspection by local authorities.

Applicants are expected to comply with all provisions of applicable Federal and State Regulations (Chapter 160-B).

DURATION

Permits issued by the Board of Selectmen for this purpose will be issued on an annual basis and expire at the end of the calendar year.

FEES

An annual fee shall be assessed by the Board of Selectmen for said permit. The permit fee shall be \$500.00 until such time as amended by the Board.

REVOCATION

The Board of Selectmen or their designee shall have the authority to revoke any permits pertaining to Class C Permissible Fireworks. Any violation of the above terms shall be deemed sufficient reason for revocation without a refund of the required fees paid.

Any appeal of a permit revocation must be made to the Board of Selectmen in writing, indicating the reason to reconsider the action of the Board. The submission must be made to their office within five (5) calendar days of revocation. The Board will convene to consider the appeal within ten (10) calendar days of the receipt of an appeal.

The sale of Class C Permissible Fireworks without or after the revocation of a permit from the Town of Amherst is subject to criminal prosecution and penalty under State Statute.

OFFICE USE ONLY

DOCUMENTATION PROVIDED

☐ Federal Sales Permit issued under USC Title 18

☐ Sales License issued by State of New Hampshire (To Be Submitted to Town Within One Year of Obtaining Town Permit.)

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

5/5/21
Date

[Signature]
Signature: Building Inspector

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

5/21/2021
Date

Matthew Conley
Signature: Fire Chief or Designee

I hereby certify that to the best of my knowledge, the sales location IS / IS NOT in compliance with all applicable building, life and safety codes.

5/5/21
Date

[Signature]
Signature: Planning/Zoning Administrator

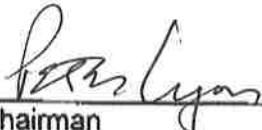
Only permissible fireworks will be sold or stored at the location the permit covers.

5-21-21
Date

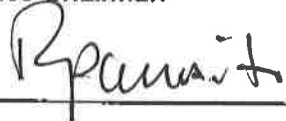
[Signature]
Signature: Police Chief

APPROVED / DISAPPROVED

Date 5/28/21


Chairman


Vice Chairman





Issue Date _____

Expiration Date _____

AMHERST BOARD OF SELECTMEN



**TOWN OF AMHERST, NEW HAMPSHIRE
FIRE RESCUE**

**P.O. Box 1199, 177 Amherst Street
Amherst, NH 03031
Phone (603) 673-1545 Fax (603) 672-3927**

Ms. Emily Pelkey
Atlas Fireworks
P.O. Box 498
Jaffrey, NH 03452

May 5, 2021

Re: Life Safety Code Inspection
105 Route 101A, Amherst, NH

Dear Emily,

This letter is to inform you that the Atlas Fireworks store, located at 105 Route 101A in Amherst, New Hampshire is a permanent structure and is in compliance with the applicable Fire Safety Codes.

If you have any questions or require any assistance, please feel free to get in touch with me.

Sincerely,

Roy Olsen,
Deputy Fire Chief

Cc: File
Town of Amherst