



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, JUNE 13, 2022 6:30 PM

1. Call to Order

2. Pledge of Allegiance

3. Citizens' Forum

4. Scheduled Appointments

4.1. Bob Houvener, Houvener land purchase from Bowler

5. Administration

5.1. Administrative Updates

5.2. Department of Environmental Security letter regard PFAS contamination

5.3. Draft Impact Fee Policy

6. Staff Reports

6.1. Crack Sealing Bid# 12-22

6.2. DPW roof bid

6.3. DPW Encumbrances

6.4. DPW Lift Jacks purchase

6.5. Transfer Station MS4 sampling update

6.6. Community Development Encumbrance

6.7. FY22-23 Encumbrances, Police Department

6.8. SCBA Year End Purchase

6.9. PPE Year End Purchase

7. Approvals

7.1. Assessing

- 7.2. AP, Payroll and Minutes
- 7.3. Annual Dog Warrant, 2022

8. Action Items

9. Old/New Business

Adjournment

Next Meeting: June 27, 2022

You are invited to a Zoom webinar.

When: Jun 13, 2022 06:30 PM Eastern Time (US and Canada)

Topic: BOS 06/13/2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81385761037>

Or Telephone: 1 646 558 8656

Webinar ID: 813 8576 1037



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Administrative Updates
Meeting Date: June 13, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

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: Department of Environmental
Security letter regard PFAS contamination

Department: Administration

Meeting Date: June 13, 2022

Staff Contact: Dean Shankle

BACKGROUND INFORMATION:

The NH DES has sent the town a letter making us the responsible party to "investigate and potentially remediate" the area around the Fire Station.

BUDGET IMPACT:

(Include general ledger account numbers)

Unknown but could be significant

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Authorize the town administrator to move ahead to work with the NH DES to plan and carry out the Focused Site Investigation as required by the state. Regular reporting to the chairman will be made and necessary items will be brought back to the Board. The goal is to move forward as quickly as possible.

SUGGESTED MOTION:

Authorize the town administrator to move ahead to work with the NH DES to plan and carry out the Focused Site Investigation as required by the state.

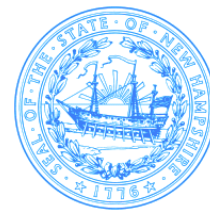
TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. NHDES_letter_06082022_Focused_Site_Investigation



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

EMAIL ONLY

June 8, 2022

Dr. Dean Shankle
Town Hall, Second Floor
2 Main Street
Amherst, NH 03031

Subject: Amherst – Amherst Street/Cobbler Lane Area
DES Site #202203049, SITEEVALHW Project #40542

Request for Focused Site Investigation

Dear Dr. Dean Shankle:

The New Hampshire Department of Environmental Services (NHDES) has reviewed a letter from Chief Matthew Conley of the Amherst Fire Department dated June 2, 2022 in regard to historical storage and use of Class B Aqueous Film-Forming Foam (AFFF) at the Fire Department located at 177 Amherst Street. NHDES originally requested information in a letter dated April 11, 2022 based on the detection of per- and polyfluoroalkyl substances (PFAS) above the associated Ambient Groundwater Quality Standards (AGQS) in a private drinking water supply well at 2 Cobbler Lane. The Town of Amherst Fire and Police Department Complex is situated immediately upgradient of this property and NHDES became concerned about the potential for historical and/or on-going AFFF use to be a possible source of the observed groundwater contamination.

NHDES has since expanded our drinking water quality sampling efforts in the immediate area and has identified additional impacts above applicable AGQS at 3, 4, and 5 Cobbler Lane, and 6 Thatcher Drive. The table below provides an updated summary of these results for four regulated PFAS compounds including perfluorooctanoic acid (PFOA), perfluorooctane sulfonic acid (PFOS), perfluorohexane sulfonic acid (PFHxS), and perfluorononanoic acid (PFNA).

Sample Location	Sample Date	PFOA	PFOS	PFNA	PFHxS
		AGQS=12ng/L	AGQS=15ng/L	AGQS=11ng/L	AGQS=18ng/L
2 Cobbler Lane	2/15/2022	18.9	224	0.62	154
3 Cobbler Lane	4/25/2022	18	380	0.27 J	250
4 Cobbler Lane	4/27/2022	27	540	0.65 J	410
5 Cobbler Lane	4/25/2022	5.9	71	<1.9	65
6 Thatcher Drive	4/27/2022	14	190	0.37 J	130

Notes:

ng/L = nanograms per liter
J = concentration is estimated
Bold = exceedance of AGQS

We understand that the Town has offered temporary bottled water as an alternative source of potable water to the above impacted properties. NHDES greatly appreciates the Town's proactive approach to addressing drinking water quality concerns in this area.

NHDES also appreciates the information provided by Chief Conley, and after review, we generally understand the following:

- AFFF was historically used / stored at the Fire Department between 1988 and 2000.
- On-site training with AFFF occurred in the rear paved and gravel areas.
- Cleaning of equipment occurred both inside the building as well as outside.
- An active floor drain discharges to the stormwater conveyance system in the southeast portion of the property.
- The building is serviced by a septic system and leach field, with the leach field located in the general area of the former fire training area.

In consideration of the above information and the drinking water quality impacts adjacent to and downgradient of the Fire Department, a discharge of PFAS-containing materials (AFFF) appears to have occurred at the Fire Department; however, the location of release(s) and the extent of the impacts have not yet been confirmed. The Town of Amherst, as the owner of the property, has been identified as the party responsible to investigate and potentially remediate the impacts in accordance with Env-Or 600 Contaminated Site Management rules. Consequently, NHDES is requiring the Town to conduct a Focused Site Investigation to further evaluate potential source(s), nature, and extent of PFAS contamination at the Fire Department and in the Amherst Street/Cobbler Lane/Thatcher Drive area. NHDES is requesting a schedule for investigation be submitted within 60 days of receipt of this letter.

Please note that the Focused Site Investigation must be completed by, or under the direction of, a professional engineer or professional geologist licensed in the State of New Hampshire under RSA 310-A, and the report shall bear the seal of the professional responsible for the work. A list of companies that conduct Site Investigations is available at:

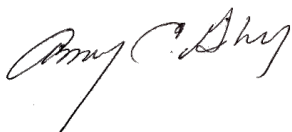
<https://www4.des.state.nh.us/WasteReports/Menu.aspx>

NHDES does not pre-qualify consultants on this list; therefore, NHDES strongly recommends that you review a firm's experience and qualifications prior to retaining them to conduct the required work.

NHDES is available to work with you and your consultant to define an appropriate scope of work and adjust the schedule if appropriate. NHDES will provide guidance on the need for further investigation, remediation, or closure of this project after we have reviewed the Focused Site Investigation report.

Should you have any questions about the Focused Site Investigation discussed herein, please do not hesitate to contact me directly at NHDES' Waste Management Division.

Sincerely,



Amy Gibney
Hazardous Waste Remediation Bureau
Tel: (603) 271-7022
Email: Amy.E.Gibney@des.nh.gov

Dr. Dean Shankle

DES #202203049

June 8, 2022

Page 3 of 3

ec: Roy Olsen, Amherst Deputy Fire Chief
Matthew Conley, Amherst Fire Chief
Amherst Health Officer
Amy Doherty, P.G., State Sites Supervisor, HWRB



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Draft Impact Fee Policy
Meeting Date: June 13, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. amherst_impact_fee_reporting_and_expenditure_policy_ver_1.1_draft with Mayberry letter

Town of Amherst
Impact Fee Accounting, Reporting and Expenditure Policy

1. Impact Fees

Amherst Impact Fees are collected for five purposes: Police, Fire/Rescue, Recreation, Schools, and Roads. This policy details the requirements for accounting, reporting on, and expending impact fees. The Board of Selectmen has separately established an Impact Fee Schedule establishing the impact fee rates to be assessed.

2. Impact Fee Accounting and Reporting

Impact Fees collected from each owner shall be tracked by the Finance Director as to the date and amount received in each of the five impact fee categories. Impact fees shall be accounted for separately and shall be segregated from the municipality's general fund. RSA 674:21 V(c). Each fee collected under a specific Impact Fee Schedule category shall not be commingled with any other impact fee category accounts or any other non-impact fee funds. See Zoning Ordinance 4.19 J.1. The Town Treasurer and Finance Director shall allocate interest earned on impact fees to such fees on a reasonable basis, with due regard for both the amount and time on deposit of a collected impact fee and administrative convenience and simplicity.

2.1. Quarterly Reports.

No later than 45 days following the end of a fiscal quarter, the Finance Director shall prepare a report listing the impact fee transactions (receipts and expenditures) that occurred in the previous fiscal quarter. For each impact fee category (Police, Fire/Rescue, Recreation, Schools, and Roads) the report shall identify the impact fees available at the end of the fiscal quarter for the category. The report shall also identify the amounts of impact fees in the category that, within the next six months, shall have been held by the Town for six years and will be due to be refunded if not expended. The report shall be provided to the Board of Selectmen, the Town Administrator, the Police Chief, the Fire Chief, the Recreation Director, the DPW Director, and the Superintendent of Schools.

2.2. Annual Report.

No later than 60 days following the end of the fiscal year, the Finance Director shall prepare a report listing all impact fees received in the prior fiscal year, all expenditures of impact fees during the prior fiscal year, identifying the capital improvement project for which the fees were assessed and stating the dates upon which the fees were assessed and collected. The report shall enable the public to track the payment, expenditure, and status of the individually collected fees to determine whether said fees were expended, retained, or refunded. (See RSA 674:21 V(l).) The report shall be provided to the Town Treasurer, the Town Administrator, and the Board of Selectmen as a draft report. As required by Zoning Ordinance 4.19.J.5, the Town Treasurer shall deliver a corresponding final report to the Board of Selectmen and the Planning Board, and shall ensure the report is made available to the public.

3. Expenditure of Impact Fees

The Town Treasurer shall disburse impact fees only upon the written order of the Board of Selectmen. Zoning Ordinance 4.19.J.5. Upon receipt of an order to expend impact fees, the Town Treasurer and Finance Director shall determine the oldest available impact fees in the applicable category and shall use the oldest fees for the approved expenditure, ensuring that the accounts and records of the Town properly reflect the expenditure of such funds.

Impact fees may be spent only on Public Capital Facilities, which are facilities and equipment with a useful life of at least five years. Further, such facilities must enhance the capacity or level of service provided by the capital facility being funded. Impact Fees may be spent on reasonable costs for planning, engineering, design, land acquisition, and other reasonable costs associated with such facilities. Impact Fees may not be spent on the operation, maintenance or repair of such facilities. Zoning Ordinance 4.19.C (definition of Public Capital Facilities).

Impact Fees collected for one purpose may be used only for that purpose. In other words, Impact Fees collected for Police may be used only for appropriate Police Public Capital Facilities and not, for example, for Roads or any other category of facilities.

Retention and Use of Impact Fees – Impact Fees may be retained (subject to the six year limitation) to pay for facilities at a future date. The Board of Selectmen may from time to time authorize in writing the expenditure of some or all of the retained impact fees in a category as payment towards an appropriate Public Capital Facility in that same category. The BOS may combine impact fees with other sources of funds to pay for the Public Capital Facility.

Recoupment of Costs Already Incurred – For Public Capital Facilities that are constructed or purchased before impact fees are collected, but that were made in anticipation of the needs for which impact fees are collected, the Board of Selectmen may authorize impact fees to be expended and treated as recouping the funds originally used to pay for the facility. In such cases the Board of Selectmen's written authorization to expend shall designate the project for which the impact fees are providing recoupment of costs and the amount of the impact fees being used for such recoupment.

Once designated as being used for recoupment, such impact fees may then be expended on any capital improvement to the facilities or equipment of the same department, provided that the improvement falls within the ordinance definition of Public Capital Facilities. In addition to providing information on the project for which the impact fees are providing recoupment of costs (see above), the Board of Selectmen's written authorization to expend shall document the Public Capital Facility for which the funds are actually expended.

Recoupment is limited to the actual costs incurred for the designated facility (including planning, engineering, design, land acquisition, and other reasonable costs associated with such facilities). The Finance Director shall record the amount of the “recouped” project costs that have been paid by impact fees to ensure recoupment does not exceed the actual incurred costs of the project.

Debt Service – The debt service costs of facilities that could be (or could have been) appropriately funded by impact fees may be paid in whole or in part by impact fees upon Board of Selectmen authorization.

4. Determination of Appropriate Uses of Impact Fees and Department Recommendations

Impact Fees have been collected based on Town needs caused by development growth. For each category of impact fee (Police, Fire/Rescue, Recreation, Schools, Roads), particular needs were identified for which impact fees were to be collected. Guidance on the subsequent expenditures of impact fees that would be appropriate has been prepared by the Town’s impact fee consultant, BCM Planning LLC, by letter dated April 27, 2022. That letter is attached to this policy and its guidance shall be followed by all Town Departments.

4.1. Municipal Department Requests for Impact Fee Expenditures

Municipal Departments seeking Board of Selectmen approval to expend impact fees shall prepare a written request identifying the Public Capital Facility within the department for which the funds would be spent, together with a brief justification as to why such use of the funds would be appropriate based on the requirements of this policy and the BCM Planning guidance. The request shall state the amount of impact fees available in the department’s category. Requests to expend impact fees as recoupment shall also identify the project for which costs are being recouped, the total costs incurred on that project, and the impact fees expended and recouped to date on that project.

4.2. School Requests for Impact Fee Expenditures

By law, impact fees may be spent only upon order of the *municipal* governing body. RSA 674:21 V(c). For impact fees collected for schools, the Board of Selectmen will order the transfer of a requested amount of impact fees to the control of the appropriate school district for expenditure only upon an authorized request approved by the appropriate school board. A request from the school district should identify the Public Capital Facility for which the funds would be spent, together with a brief explanation that allows the Board of Selectmen to determine that the use of the funds would be appropriate based on the requirements of applicable NH law, this policy and the BCM Planning guidance. Requests to expend impact fees as recoupment must also identify the project for which costs are being recouped, the total costs incurred on that project, and the impact fees expended and recouped to date on that project.

The role of the Board of Selectmen in approving school impact fee expenditure shall be limited to determining compliance with the applicable requirements for impact fee

expenditures. The Board of Selectmen has no role in determining the advisability of the proposed expenditure or in setting priorities for such expenditures. The Board of Selectmen will not determine any allocation of impact fees between school districts but will act on a request based on when it is received by the Board of Selectmen and whether the amount requested is consistent with the amounts and purposes for which school impact fees were collected.

5. Refunds of Impact Fees

Impact Fees not expended within six years of collection shall be refunded with applicable accrued interest in accordance with the interest allocation protocol established by the Town Treasurer and Finance Director. See RSA 674:21 V(e), Zoning Ordinance 4.19.J.4. Refunds shall be made to the then-owner of the property as reflected in the Town's records, regardless of the identity of the owner at the time the impact fees were collected. Refunds shall also be made if the calculation of an impact fee was predicated upon some portion of capital improvement costs being borne by the Town, but the Town legislative body failed to appropriate the Town's share of the capital improvement costs within said six (6) year period. See RSA 674:21 V(e), Zoning Ordinance 4.19.J.4.



(207) 749-5217 bmayber1@maine.rr.com

April 27, 2022

Dean E. Shankle, Jr., Ph.D.
Amherst Town Administrator
2 Main Street
Amherst, NH 03031

Re: Guidance on Use of Amherst Impact Fees

Dear Dean:

This letter provides an interpretation of the appropriate uses of impact fees in Amherst, based on the 2020 report in which fees were computed for five capital facility categories: Police, Fire-Rescue, Recreation, Schools, and Roads. General guidance for administration of impact fees is provided by (A) the impact fee section of the zoning ordinance; and (B) the standards and facility cost assumptions used to compute the proportionate impact fees that comprise your impact fee schedule.

A. Review of Selected Impact Fee Provisions of Zoning Ordinance

1. All impact fees must be applied to the cost of capital improvements. Impact fees cannot be used for maintenance or general operating expenditures. Your ordinance provisions contain a definition of Public Capital Facilities which describes this distinction: improvements funded should have a useful life of at least five years, and should provide enhancements to the capacity or level of service provided by the capital facility being funded.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

C. Definitions

Public Capital Facilities. Facilities and equipment which are owned and operated by the Town of Amherst, the Amherst School System, or cooperatively with other municipalities and which have a useful life of no less than five (5) years. Public capital facilities do not include the costs associated with the operation, maintenance, or repair of such facilities, or with facility replacements that do not increase the capacity or level of service, but do include reasonable costs for planning, engineering, design, land acquisition, and other reasonable costs associated with such facilities.

2. Fees collected for one facility category cannot be spent on improvements within other facility categories. Fees that have been collected may represent a recoupment of past capital investments where there is adequate capacity to accommodate new development, or the fees may be collected to fund future improvements to support it. Impact fees can be used to offset debt service costs to fund those improvements.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

J. Administration of Impact Fees.

1. Accounting for Impact Fees. Each impact fee shall be accounted for separately, shall be segregated from the Town's general fund, may be spent upon order of the Selectmen and shall be used solely for the capital improvements for which it was collected, or to recoup the cost of capital improvements made in anticipation of the needs for which fees are collected to meet. In the event that bonds or other debt instruments have been issued for public capital facilities which were constructed in anticipation of new development, or are issued for advanced provision of capital facilities identified in this ordinance, impact fees may be used to pay debt service on such bonds or similar debt instruments. Each fee collected under a specific Impact Fee Schedule shall not be commingled with any other impact fee accounts or any other funds. (3-10-09).

3. The Board of Selectmen must approve in writing the use of impact fees, and will need to issue annual reports showing how the impact fees were applied or retained for future use.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

J. Administration of Impact Fees.

5. Maintaining Records of Impact Fees and Related Projects - The Town Treasurer shall have custody of all accounts and shall pay out the same only upon written orders of the Board of Selectmen. At the end of each fiscal year, the Town Treasurer shall prepare a report, showing a full account of all impact fee transactions during the year and deliver same to the Board of Selectmen, the Planning Board, and the same shall be available to the public. (3-10-09)

B. Guidance Based on Assumptions in 2020 Basis of Assessment Report

1. Police and Fire Impact Fees

The Police and Fire Department impact fees were computed separately and constitute separate fee categories. The fee models for both departments presume that that their buildings and capital equipment, after the completion of budgeted improvements to the two safety buildings, would be sufficient to accommodate new development at least through the year 2040.

At the time of the impact fee study, a \$700,000 budget had been approved that would enable all the space within the Police Department building to be devoted to law enforcement functions. This involved the relocation of Rescue/Ambulance functions formerly housed in the Police Department building to improved space within the Fire-Rescue building. (That capital value was included within the total capital investment attributed to Public Safety buildings.) The first phase of the project was completed in 2021, and the second phase was scheduled to

be completed in the Spring of 2022. Both the Police and Fire-Rescue fees assumed the completion of those improvements, and both include the capital equipment associated with the buildings. The Fire-Rescue fee also incorporates the value of major vehicles and apparatus.

Both fees are based on the recoupment of a proportionate share of the Town's total capital investment in each department's buildings and capital equipment. Consequently, Police and Fire-Rescue impact fees could be spent on any capital improvement to the facilities or equipment of the departments, provided that the improvement falls within the ordinance definition of Public Capital Facilities. (A capital improvement or upgrade having a minimum useful life of five years, which contributes either enhances the capacity of related facilities, or that enables a higher level of service to be provided.) Fire-Rescue impact fees could also be used to purchase or re-fit vehicles and apparatus.

Examples of such expenditures might include, but are not limited to:

- Offsetting debt service costs, if any, for improvements completed
- Increasing the finished floor area of either or both public safety buildings
- Improvements or upgrades to the buildings, their systems, or equipment
- Improving facility space or equipment to accommodate personnel needs
- Acquiring new fire/rescue apparatus or refits/upgrades
- Improvements to communications and dispatch facilities or equipment

2. Recreation Facilities

The cost basis for the Recreation Impact Fee includes the existing capital value of recreation improvements, related buildings, the value of supporting land, plus certain anticipated costs identified in the Recreation Strategic Plan. Components of that Plan included the development of new recreation field space, resurfacing of the AMS tennis courts, upgrading/expanding the Recreation Office, and Phase 1 of a bicycle and recreation trails system. These items represented a projected expenditure of \$427,000.

Since part of the fee basis presumes that these future improvements will be made (or a comparable level of investment in recreation facilities will occur), it is recommended that the first priority for the use of Recreation Impact Fees would be to support the recreation improvements anticipated within the Recreation Strategic Plan.

Examples of such expenditures might include, but are not limited to:

- Development of new public recreational field space

- Rebuilding the tennis courts
- Expanding / upgrading the Recreation Department office
- Development of components of proposed bicycle / recreational trail system
- Other capital improvements that implement the Recreation Strategic Plan

3. Public Schools

As calculated in the 2020 impact fee report, using the capacity estimates available at that time, K-8 enrollment within the elementary and middle schools was 1,271 while their capacity was 1,589 (80% of capacity used). For the cooperative high school, enrollment was 750 and maximum capacity was 1,007 (74% of capacity used). Because there is capacity available to new development at the spatial standards applied, the school impact fee is a recoupment of prior capital investments that created that capacity.¹

A proposed expenditure of \$83 million was considered by the voters in the 2022 Amherst School District meeting but public support fell short of the threshold for approval of bonded debt for new construction and renovations. Had the project been approved, a new set of capacity and space assumptions could have been used to update the school impact fee to a greater amount. If the project is approved at a future date, the impact fee could be updated because it would demonstrate support for higher spatial standards per pupil capacity at the schools and the related costs.

The school impact fees must fund school capital improvements only, and therefore should be transferred to one or both of the school districts serving the Town to support capital projects. The Amherst School District has outstanding bonded debt for improvements to the elementary and middle schools that will not be fully amortized until sometime in 2028. The capital cost basis for the fees includes the school buildings and the capital equipment within.

Under these conditions, the school impact fees could be applied to:

- Offset bond amortization payments for elementary and middle school facilities. This practice assures that the impact fees will be directly aligned with their purpose.
- Pay for other capital improvements to the facilities of the local and cooperative Districts, provided that the subject of funding meets the ordinance definition of Public Capital Facilities.

¹ A different set of capacity and spatial standards may apply in the future if the Amherst School District should approve an expansion and renovation plan for elementary and middle school space. Proposed projects that were put forth for a District vote in 2022 did not achieve the threshold needed to approve bond financing for the proposed projects.

- Pay part of the Town's apportionment of capital costs for the Souhegan Cooperative District (the High School) to reduce the amount required from property taxes.
- Hold funds for up to 6 years from the date of collection and apply the revenue to support projects including new schools, facility expansion, or other improvements to the elementary and middle school facilities.
- Should new bonds be issued for new construction, expansion, or improvements, the impact fee revenue could be applied to offset a portion of new debt service costs. (In such case, it would also be advisable to update the school fee to recognize the change in spatial standards).

4. Road Impact Fees

The road impact fee is based on the average reconstruction cost of the primary Class V (locally maintained) roads in Amherst. These include primary roads classified internally by the DPW as arterial or feeder roads of the Class V system.² The road impact fee represents the development's proportionate share of the cost to provide adequate roadway capacity within the primary roads of the Class V system. The Amherst Department of Public Works periodically rates each road segment as to the level of improvement needed.

The fee basis presumes an ongoing effort to periodically rebuild or reconstruct roads (sometimes in phases) to prolong the useful life of the primary roads of the Class V system. The impact fee acts to recoup a portion of the Town's ongoing investment in periodic road reconstruction of that system. Under the assumptions used to define the impact fee, appropriate use of road impact fees could include:

- Apply directly to fund a portion of annual reconstruction costs within the defined primary road network.
- Fund stages of road reconstruction in phases (rebuild or reclamation, pavement base course, topcoat).
- The scope of the fee is intended to apply to all components of road construction within the right of way including ditching, drainage, shoulders, etc.

Under NH RSA 674:21, V categories for which impact fees may be assessed are listed as "*including **and limited to***" the capital facilities listed. With respect to roads, the listed facility category is "*municipal road systems and rights-of-way*".

² A list of the road segments comprising this network, totaling 46.1 miles of road, may be found on page 47 of the 2020 Impact Fee report.

Limited to the municipal road system, road impact fees cannot be used to support State or Federal highways. The fee category specifies “road systems and rights-of-way” only; there is no mention of other highway department capital costs. Therefore, road impact fees should not be applied to highway garages, salt sheds, maintenance trucks, plow blades, etc. These items do not constitute “roads and rights-of-way.”

C. Summary

The impact fee methodologies contained in the 2020 fee calculations have already established the proportionate relationship between the amount of the fee, and its association with providing a reasonable capital facility benefit to new development.

Prior to approving the use of impact fees for a particular project, the Board of Selectmen should verify that the proposed improvement will:

- Meet the definition of a “Public Capital Facility” as defined in the impact fee section of the Zoning Ordinance (minimum 5-year useful life, increases or enhances capacity of level of service);
- Is reasonably consistent with the scope of the basis of assessment used to compute the fee for the facility category to which it is related.

A separate memo is attached to this letter which discusses the concept of impact fees as a “recoupment” of capital costs, and the use of impact fee revenue to fund improvements that include upgrades to existing facilities.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Bruce Mayberry", written in a cursive style.

Bruce C. Mayberry
Principal
BCM Planning, LLC

Also see attachment: Memo on Impact Fees regarding Recoupment and Use for Upgrades



(207) 749-5217 email: bmayber1@maine.rr.com

To: NH Client Municipalities Using Impact Fees

Re: Discussion off “Upgrade” & “Recoupment” Issues with Impact Fees

This memo discusses the context of some of the statutory language of RSA 674:21, V and some of the potential conflicts that it seems to present for the reasonable use of impact fees where “upgrades” are involved, or where fees represent a recoupment of the cost of providing capital facilities, but where no debt service remains.

In reviewing the meaning of any particular part of the statute, we note that in at least two NH Supreme Court decisions on impact fees, the Court has emphasized the need to take into account the overall context and purpose of the statute, as read in its entirety, when interpreting selected language.

Two key sections of RSA 674: 21, V are cited below (with emphasis added in bold typeface). These particular provisions have frequently been at the center of discussions on the limitations of the use of impact fees.

1. Proportionality of Fees and Limits on “Upgrades”

Under RSA 674:21, V (a):

The amount of any such fee shall be a **proportionate share** of municipal capital improvement costs which is **reasonably related** to the capital needs created by the development, and to the benefits accruing to the development from the capital improvements financed by the fee. **Upgrading of existing facilities and infrastructures, the need for which is not created by new development, shall not be paid for by impact fees.** [Emphasis added in bold]

Discussion:

There are two general types of proportionate standards found in various state enabling acts that permit impact fees and exactions for off-site improvements. These center on whether the proportionate standard for assessment reflects a “reasonably related” or “necessitated by” test. In New Hampshire, “reasonably related” is the standard applicable to impact fees, but “necessitated by” is the test for exactions. Therefore the impact fee computations related to proportionality require the demonstration of a proportionate relationship between a given category of development and its demand on a facility category. It is not a “threshold test”

under which the individual development triggers a project-specific improvement cost (though this might apply to an exaction for water, sewer, drainage or roads).

The excerpt from the statute dealing with use of fees for “upgrades” may be interpreted in different ways. Does the language mean that no existing facility or infrastructure can ever be upgraded using impact fees? Or does it mean that upgrading is permissible to the extent that the upgrade is also needed to accommodate new development? (That is, a proportional share of an upgrade *is related* to the need to provide new development with adequate capital facilities at the chosen level of service).

Many related capital improvement projects will involve a combination of upgrades, improvements, and expansion. In the realm of water and sewer, plant “upgrades” involve improving the level of treatment to meet applicable standards for service.³ When this occurs, both existing and new development benefit from a facility that meets a new higher standard, and the facility cost at that higher standard becomes the cost basis for the fee. One would not choose to base the fee on a lower, substandard level of service.

Whether a project is termed an “upgrade” or “improvement” would not seem to be as relevant as whether the total cost basis for the fee (at whatever quality level is supported by the Town) is proportionately allocated to new development at the same standard or level of service. It seems unreasonable to assume that any capital expenditure that involves some type of upgrading in quality would be off-limits as part of the cost basis for an impact fee, as long as costs are proportionately assigned to new development.

I believe the “upgrade” language was intended to indicate that the fee should be based on a set of standards and costs that define a level of service or quality applicable to both existing and new development. This avoids the inequitable treatment that would occur if a series of random capital projects of benefit to the entire community were to be assessed solely to new development.

One particular NH Supreme Court decision seems to support the general discussion above, and provides guidance on this topic (see decision in Barry O. Upton v. Town of Hopkinton, issued April 8, 2008). This brief excerpt captures the basics of the decision’s finding relating to “upgrades” being paid for by impact fees:

“ In context, the prohibition in RSA 674:21, V and the Town’s ordinance against imposing impact fees to pay for upgrades to existing facilities and infrastructures applies only when the need for such upgrades is not “reasonably related” to the new development. As long as the need for the upgrade is “reasonably related” to the new development, both the statute and the Town’s ordinance allow the Town to assess an impact fee to help pay for it.”

³ Used as an illustrative example only. We do not recommend that utility costs be assessed through impact fees. They are best addresses as system development charges enabled under other NH statutory authority.

2. Concept of “Recoupment” in the Application of Impact Fees

RSA 674:21, V (c) states that (with emphasis added):

“Any impact fee shall be **accounted for separately, shall be segregated from the municipality’s general fund**, may be spent upon order of the municipal governing body, shall be exempt from all provisions of RSA 32 relative to limitation and expenditure of town moneys, and shall be used **solely for the capital improvements for which it was collected, or to recoup the cost of capital improvements** made in anticipation of the needs which the fee was collected to meet.” *[Emphasis added in bold]*

Discussion:

The paragraph then indicates two alternatives for the use of an impact fee, separated by the key word “OR”. Impact fees may be used either for: (1) the capital improvements for which they were collected **OR** (2) **to recoup the cost of capital improvements** made in anticipation of the needs it was collected to meet.

Recoupment is essential to all impact fee systems. Without the ability to recoup prior investments, fees would be assessed only prior to a capital facility being placed in service. In such case, the capital investment made in remaining available capacity could not be recovered from new development except to the extent that it would bear some future portion of outstanding debt service costs in the form of property taxes.

When there is remaining debt service on capital improvements, there is a clear means of linking the recoupment impact fee to relevant capital projects by applying the fee to offset debt service on the related facility or facilities. The ability to use impact fees to pay debt services is a provision included in many local impact fee ordinances.

But what is the appropriate use of an impact fee that is based on recoupment of prior investments when there is no remaining debt service on the related capital project(s)? If there is no remaining debt service, and the fee cannot be applied to the general fund, how might it be used? Let’s assume the following:

- The facility or facilities for which fees were collected have been placed in service;
- The related improvements have capacity to accommodate new development;
- RSA 674:21, V permits the recoupment of costs incurred to create those capital facilities;
- There is no outstanding debt service on the related facilities.

Given the above assumptions, it would seem consistent with the statutory provisions to spend “recoupment” impact fees on other capital projects or improvements of the same facility category under which they were originally assessed. Preferably, these improvements should be those having a long useful life, rather than a short term maintenance or repair purpose.

Recoupment means to recover or reimburse. In the above example the fee revenue from new development reimburses the Town (and its existing property owners or taxpayers) for a portion of the up-front investment made to accommodate the needs of new development.

New development will benefit from the capacity made available, but avenues of reimbursement do not appear to include allocation to the general fund. In the absence of outstanding debt, the only remaining mechanism for reimbursement would be to apply the funds to other capital improvement costs of the same facility category where those improvements (1) have a long useful life and (2) support the capability of the facility to accommodate demand from new development. This would allow recoupments to be applied to other facility improvements, rather than flow to the general fund.

At the point where available capacity no longer appears sufficient to accommodate new development, there would need to be a plan in place to provide sufficient capacity in the near future (likely to begin within 6 years) in order to sustain continued impact fee collections.

The foregoing discussion is based on my review of the principles and practices of impact fee calculations and assessment, and the challenges of computing proportionate impact fees for broad application to new development.

It does not constitute a legal analysis, and each municipality must rely on its legal counsel for related interpretations of the relevant statutory provisions as they pertain to the above issues.

A handwritten signature in black ink, appearing to read "Bruce Mayberry", with a stylized, cursive script.

Bruce C. Mayberry, Principal
BCM Planning, LLC

Last updated: June 3, 2020



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Crack Sealing Bid# 12-22

Department: Public Works

Meeting Date: June 13, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We received three bids for cracksealing roads in Amherst. The low bid for the work was Henry W. Dow. Mr. Dow has been doing this work for quite a few years in Town. His company does good work and we have had no problems. I recommend this work to be awarded to Henry W. Dow.

The intent will be to encumber the money for this contract from 01-4312-70-2730 (Road Maintenance) into FY23.

BUDGET IMPACT:

(Include general ledger account numbers)

\$39,820.00 from 01-4312-90-9800 (FY23 P/Y Encumbrance)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award the 12-22 cracksealing contract to Henry W. Dow for the amount of \$39,820.00. The intent is to encumber \$39,820.00 from 01-4312-70-2730 for this project.

SUGGESTED MOTION:

I move to award the 12-22 cracksealing contract to Henry W. Dow for the amount of \$39,820.00.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 12-22 Crack Sealing
2. 12-22 Award
3. Henry Dow
4. Sealcoating
5. USPavement



DEPARTMENT OF PUBLIC WORKS

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

BID NUMBER 12-22

“CRACK SEALING”

INVITATION TO BID

The Town of Amherst, NH is inviting contract proposals at the Town Administrator's Office, Town Hall, 2 Main Street, 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 26, 2022; however, the substantial completion date of the contract will be September 23, 2022.

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 Town Administrator's Office, 2 Main Street, Amherst, New Hampshire, until 10:00am, Friday, June 3, 2022. Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at the Town Hall. 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

Mack Hill Rd. (Stop Bar @ Dodge/Jones to old pavement seam beyond Sprague Rd. intersection)

Approximately 10,055 linear feet

Sprague Rd. (Mack Hill Rd. to Gravel)

Approximately 860 linear feet

Austin Rd. (Mack Hill Rd. to old pavement seam)

Approximately 336 linear feet

Manchester Rd. (From bridge to Mack Hill to #11 Manchester Rd.)

Approximately 400 linear feet

Whittemore Ln.

Approximately 815 linear feet

General Amherst Rd.

Approximately 2016 linear feet

Colonel Wilkins Rd.

Approximately 4,043 linear feet

Courthouse Rd. (Seam at large culvert/guard rail to Town Hall)

Approximately 2,333 linear feet

Pierce Ln.

Approximately 309 linear feet

Boston Post Rd. (Section 1: Seam at pole#18 to house #44)

Approximately 1,808 linear feet

Boston Post Rd. (Section 2: New Boston Rd. to Amherst Street)

Approximately 3,100 linear feet

Boston Post Rd. (Section 3: Corduroy Rd. to #315)

Approximately 1,100 linear feet

Boston Post Rd. (Section 4: #337 to Cricket Corner Rd.)

Approximately 550 linear feet

Mont Vernon Rd. (pavement seam between Secomb Rd. & Green Rd. to #6)

Approximately 4,457 linear feet

Lyndeborough Rd. (Amherst Street to pavement seam @ #26)

Approximately 3,232 linear feet

Winding Hollow Rd. (Edge cracking only between #4 and #6)

Approximately 121 linear feet

Founder's Way (Amherst Street to #5)

Approximately 910 linear feet

Sargent Quarry

Approximately 1,535 linear feet

Thornton Ferry Rd. 1 (Courthouse Rd. to County Rd. gravel)

Approximately 5,016 linear feet

Cricket Corner Rd. (Boston Post Rd. to County Rd.)

Approximately 3,170 linear feet

Craftsman Lane (101A to Merrimack T/L)

Approximately 1,125 linear feet

Middle Street (Main Street to Boston Post Rd.)

Approximately 850 linear feet

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

Approximately 6,864 linear feet

Hertzka Dr.

Approximately 1,764 linear feet

Corduroy Rd. (Ponemah Rd. to Merrimack Rd.)

Approximately 6,336 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 _____, 2022, 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, 2022
3. Specifications, Attachment B, dated May 10, 2022
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 14, 2022. The contractor shall substantially complete the work no later than September 23, 2022, 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 12-22 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>
Mack Hill Rd.	10,055 LF	\$ _____	_____ dollars/cents
Sprague Rd.	860 LF	\$ _____	_____ dollars/cents
Austin Rd.	336 LF	\$ _____	_____ dollars/cents
Manchester Rd.	400 LF	\$ _____	_____ dollars/cents
Whittemore Ln.	815 LF	\$ _____	_____ dollars/cents
General Amherst Rd.	2,016 LF	\$ _____	_____ dollars/cents
Colonel Wilkins Rd.	4,043 LF	\$ _____	_____ dollars/cents
Courthouse Rd.	2,333 LF	\$ _____	_____ dollars/cents
Pierce Ln.	309 LF	\$ _____	_____ dollars/cents
Boston Post Rd. (1)	1,808 LF	\$ _____	_____ dollars/cents
Boston Post Rd. (2)	3,100 LF	\$ _____	_____ dollars/cents
Boston Post Rd. (3)	1,100 LF	\$ _____	_____ dollars/cents
Boston Post Rd. (4)	550 LF	\$ _____	_____ dollars/cents
Mont Vernon Rd.	4,457 LF	\$ _____	_____ dollars/cents
Lyndeborough Rd.	3,232 LF	\$ _____	_____ dollars/cents
Winding Hollow Rd.	121 LF	\$ _____	_____ dollars/cents
Founder's Way	910 LF	\$ _____	_____ dollars/cents
Sargent Quarry	1,535 LF	\$ _____	_____ dollars/cents
Thornton Ferry Rd. 1	5,016 LF	\$ _____	_____ dollars/cents
Cricket Corner Rd.	3,170 LF	\$ _____	_____ dollars/cents

Craftsman Lane	1,125 LF	\$ _____	_____ dollars/cents
Middle Street	850 LF	\$ _____	_____ dollars/cents
New Boston Rd.	6,864 LF	\$ _____	_____ dollars/cents
Hertzka Dr.	1,764 LF	\$ _____	_____ dollars/cents
Corduroy Rd. .	6,336 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, 2022

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 # 12-22 Crack Sealing"** and will be received at the Town Administrator's Office, 2 Main Street, Amherst, New Hampshire, until 10:00AM Friday, June 3, 2022.
2. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room at the Department of Town Hall, 2 Main Street, Amherst, NH 03031. 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 23, 2022.
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.

TOWN OF AMHERST

Town Department: DPW

Date: June 3, 2022

Line Item: 01-4312-90-9800 (FY23)

Budget Amount:

Bid #: 12-22

Item: Crack Sealing

Date Bid To Be Awarded: June 13, 2022

<u>Vendor</u>	<u>Price</u>	<u>Totals</u>	<u>Other Considerations</u>
1. H. W. Dow		\$39,820.00	
2. Sealcoating, Inc.		\$57,141.00	
3. US Pavement Services, Inc.		\$78,881.00	
4. Crack Seal Raytham MA		NO BID	
5. JDK Jaffrey NH		NO BID	
6. Nicom Coating Corp Berlin VT		NO BID	

Recommend bid be awarded to: H. 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.

This bid was post on the Town of Amherst website, Construction Summary of NH, ME, and VT, and Dodge Data & Analytics.

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 12-22 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>
Mack Hill Rd.	10,055 LF	\$ <u>3,100</u> ⁰⁰ / ₁₀₀	<u>Three thousand</u> dollars/cents
Sprague Rd.	860 LF	\$ <u>1,100</u> ⁰⁰ / ₁₀₀	<u>Eleven hundred</u> dollars/cents
Austin Rd.	336 LF	\$ <u>1,300</u> ⁰⁰ / ₁₀₀	<u>Thirteen hundred</u> dollars/cents
Manchester Rd.	400 LF	\$ <u>1,300</u> ⁰⁰ / ₁₀₀	<u>Thirteen hundred</u> dollars/cents
Whittemore Ln.	815 LF	\$ <u>1,500</u> ⁰⁰ / ₁₀₀	<u>Fifteen hundred</u> dollars/cents
General Amherst Rd.	2,016 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents
Colonel Wilkins Rd.	4,043 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents
Courthouse Rd.	2,333 LF	\$ <u>3,050</u> ⁰⁰ / ₁₀₀	<u>Three thousand five</u> dollars/cents
Pierce Ln.	309 LF	\$ <u>1,000</u> ⁰⁰ / ₁₀₀	<u>One thousand</u> dollars/cents
Boston Post Rd. (1)	1,808 LF	\$ <u>820</u> ⁰⁰ / ₁₀₀	<u>Eight hundred twenty</u> dollars/cents
Boston Post Rd. (2)	3,100 LF	\$ <u>820</u> ⁰⁰ / ₁₀₀	<u>Eight hundred twenty</u> dollars/cents
Boston Post Rd. (3)	1,100 LF	\$ <u>820</u> ⁰⁰ / ₁₀₀	<u>Eight hundred twenty</u> dollars/cents
Boston Post Rd. (4)	550 LF	\$ <u>820</u> ⁰⁰ / ₁₀₀	<u>Eight hundred twenty</u> dollars/cents
Mont Vernon Rd.	4,457 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents
Lyndeborough Rd.	3,232 LF	\$ <u>1,050</u> ⁰⁰ / ₁₀₀	<u>One thousand five</u> dollars/cents
Winding Hollow Rd.	121 LF	\$ <u>1,000</u> ⁰⁰ / ₁₀₀	<u>One thousand</u> dollars/cents
Founder's Way	910 LF	\$ <u>820</u> ⁰⁰ / ₁₀₀	<u>Eight hundred twenty</u> dollars/cents
Sargent Quarry	1,535 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents
Thornton Ferry Rd. 1	5,016 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents
Cricket Corner Rd.	3,170 LF	\$ <u>2,050</u> ⁰⁰ / ₁₀₀	<u>Two thousand five</u> dollars/cents

Craftsman Lane	1,125 LF	\$ <u>2,050⁰⁰/₁₀₀</u>	<u>Two thousand five hundred</u> dollars/cents
Middle Street	850 LF	\$ <u>1,200⁰⁰/₁₀₀</u>	<u>One thousand two hundred</u> dollars/cents
New Boston Rd.	6,864 LF	\$ <u>2,050⁰⁰/₁₀₀</u>	<u>Two thousand five hundred</u> dollars/cents
Hertzka Dr.	1,764 LF	\$ <u>2,050⁰⁰/₁₀₀</u>	<u>Two thousand five hundred</u> dollars/cents
Corduroy Rd.	6,336 LF	\$ <u>2,050⁰⁰/₁₀₀</u>	<u>Two thousand five hundred</u> dollars/cents

total \$39,820 Thirty nine thousand eight hundred and twenty dollars

Traffic Control:

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

¹ Kenney & Dow
Print Representative's Name and Title

[Signature]
Representative's Signature

P.O. Box 247
Street

Geneseo, W.A. 03302
City, State, and Zip Code

603-228-2877
Telephone and Fax Number

May 19, 2022
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 12-22 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>
Mack Hill Rd.	10,055 LF	\$ 8,677.00	Eight Thousand Six Hundred Seventy-seven dollars/cents
Sprague Rd.	860 LF	\$ 742.00	Seven Hundred Forty-two Dollars dollars/cents
Austin Rd.	336 LF	\$ 292.00	Two Hundred Ninety-two dollars/cents
Manchester Rd.	400 LF	\$ 376.00	Three Hundred Seventy-six dollars/cents
Whittemore Ln.	815 LF	\$ 752.00	Seven Hundred Fifty-two dollars/cents
General Amherst Rd.	2,016 LF	\$ 1,918.00	One Thousand Nine Hundred Eighteen dollars/cents
Colonel Wilkins Rd.	4,043 LF	\$ 3,281.00	Three Thousand Two Hundred Eighty-one dollars/cents
Courthouse Rd.	2,333 LF	\$ 1,931.00	One Thousand Nine Hundred Thirty-one dollars/cents
Pierce Ln.	309 LF	\$ 217.00	Two Hundred Seventeen dollars/cents
Boston Post Rd. (1)	1,808 LF	\$ 2,910.00	Two Thousand Nine Hundred Ten dollars/cents
Boston Post Rd. (2)	3,100 LF	\$ 3,206.00	Three Thousand Two Hundred Six dollars/cents
Boston Post Rd. (3)	1,100 LF	\$ 1,295.00	One Thousand Two Hundred Ninety-five dollars/cents
Boston Post Rd. (4)	550 LF	\$ 751.00	Seven Hundred Fifty-one dollars/cents
Mont Vernon Rd.	4,457 LF	\$ 2,476.00	Two Thousand Four Hundred Seventy-six dollars/cents
Lyndeborough Rd.	3,232 LF	\$ 2,640.00	Two Thousand Six Hundred Forty dollars/cents
Winding Hollow Rd.	121 LF	\$ 106.00	One Hundred Six dollars/cents
Founder's Way	910 LF	\$ 868.00	Eight Hundred Sixty-eight dollars/cents
Sargent Quarry	1,535 LF	\$ 1,523.00	One Thousand Five Hundred Twenty-three dollars/cents
Thornton Ferry Rd. 1	5,016 LF	\$ 4,480.00	Four Thousand Four Hundred Eighty dollars/cents
Cricket Corner Rd.	3,170 LF	\$ 2,686.00	Two Thousand Six Hundred Eighty-six dollars/cents

Craftsman Lane	1,125 LF	\$ 1,974.00	One Thousand Nine Hundred Seventy-four dollars/cents
Middle Street	850 LF	\$ 748.00	Seven Hundred Forty-eight dollars/cents
New Boston Rd.	6,864 LF	\$ 6,162.00	Six Thousand One Hundred Sixty-two dollars/cents
Hertzka Dr.	1,764 LF	\$ 1,696.00	One Thousand Six Hundred Ninety-six dollars/cents
Corduroy Rd.	6,336 LF	\$ 5,434.00	Five Thousand Four Hundred Thirty-four dollars/cents

Traffic Control:

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

Richard L. Goodick

Print Representative's Name and Title

Representative's Signature

825 Granite Street

Braintree, MA 02184

Street
(781) 428-3400

City, State, and Zip Code
May 31, 2022

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.

**CORPORATE OFFICE**39 Industrial Parkway
Woburn, MA 01801

Tel. 781-932-4722

Fax 781-932-4622

uspavement.com

Proposal Submitted To:	Town of Amherst	Phone: (603) 673-2317	Fax:	Date: 5/31/22
Street:	22 Dodge Rd	Job Name:	196948 - Cracksealing	
City, State and Zip Code:	Amherst, NH 03031	Job Location:	Various Roads	
Attention:	E Hahn	Various Roads Amherst, NH 03031		

U.S. PAVEMENT is pleased to provide you with a quote for the following item(s):

CRACKSEALING: Furnish labor, materials, and equipment to seal approximately 63,105 linear feet of cracks (1/4" to 1" wide) by cleaning with blown air and pressure applying Poly-Fiber Reinforced joint sealant that meets or exceeds Federal Highway specifications with a high-temperature melter. This excludes areas of alligatoring or spider-web cracking; paving repairs are recommended for these areas.

The item(s) outlined above will be performed for the price of: \$78,881.00

U.S. Pavement Services, Inc.Brian Vespa
Salesperson

That by my signature below I acknowledge that I have read and agree to the terms and conditions of this agreement as detailed on the following pages.

That in consideration of US Pavement Services Inc., extension of credit to the above described customer, the undersigned personally agrees and guarantees to pay any balance due from the customer and any an all expenses, including court costs, legal and administrative expenses and attorney fees paid or incurred by US Pavement Inc. endeavoring to collect the sums due and owing by customer.

Signature: _____

Print Name: _____ Date: ____/____/____

**CORPORATE OFFICE**

39 Industrial Parkway
Woburn, MA 01801

Tel. 781-932-4722
Fax 781-932-4622

uspavement.com

Proposal Submitted To: Town of Amherst
Street: 22 Dodge Rd
City, State and Zip Code: Amherst, NH 03031
Attention: E Hahn

Phone: (603) 673-2317 Fax: Date: 5/31/22
Job Name: 196948 - Cracksealing
Job Location: Various Roads
Various Roads Amherst, NH 03031

Important Notes:

- **SITE CONDITION:** Removal of excessive dirt and debris, including but not limited to winter sand, or vegetation shall be the responsibility of the Customer. U.S. Pavement is responsible only for light dirt and debris cleaning as part of work performance, unless otherwise specified
- **CRACKSEAL SETTLEMENT:** Settling of crackseal material may occur but does not affect the performance of the material. Reoccurrence or growth of vegetation is not the responsibility of U.S. Pavement.
- **PRICING NOTE:** Due to volatility in the price of raw materials, the proposed price, unless otherwise noted in the proposal, is only for services and material on jobs to be completed within thirty days from the date of this proposal. Bituminous Concrete prices quoted are based on the latest posted MassDOT price on liquid asphalt. The base price for this quote is **\$717.50** per ton. A change in the price of liquid asphalt may require an additional charge.
- **PAYMENT TERMS:** A deposit of 1/3 is due upon acceptance. Balance of the contract is due within ten (10) days of the work completion.
 - Customer responsible for the removal of all cars from the site prior to commencement of work.
 - Contract price is based on one (1) visit, unless otherwise specified. Additional visits shall be charged at \$750 for sealcoat or crackfill; \$1,500 for paving & prep/milling; \$1,500 for concrete; and \$750 for pavement markings. Any delay to the work commencing will be charged to the customer at a rate of \$100 per laborer. Work completed on a weekend shall be billed at time and one half for labor costs. Prevailing wage rates are not included unless otherwise noted. Mobilization fees are dependent on travel time and size of the job site.
 - Termination Fee: U.S. Pavement will move immediately upon approval to schedule work and to arrange the coordination of these scopes. If the contract is terminated by the client, a termination fee equal to 20% of the contract amount shall be due. This Termination Fee may be deducted from deposits made on the job.
 - Minor traffic flow control on the job site may be provided by U.S. Pavement personnel, notwithstanding, the Customer will be solely responsible for the cost and hiring of any police detail or employee assigned or determined by U.S. Pavement to be reasonable necessary to assure the safety of its employees and the general public.
 - It will become the responsibility of the customer to maintain staked areas, barricades and / or closures after U.S. Pavement personnel leave job site and for the eventual removal and proper disposal of any materials that make up said staked areas, barricades and / or closures.
 - U.S. Pavement is not responsible for excessive cleaning or preparing the site including but not limited to power sweeping, unless otherwise specified. All surfaces to which material is to be applied shall be in a condition that is similar to the time the project was bid.
 - U.S. Pavement is not responsible for defects in work resulting from weather conditions, including but not limited to temperatures below 50 degrees Fahrenheit.
 - All work shall be performed by skilled professionals to ensure quality control and timely scheduling.

**CORPORATE OFFICE**

39 Industrial Parkway
Woburn, MA 01801

Tel. 781-932-4722
Fax 781-932-4622

uspavement.com

Proposal Submitted To: Town of Amherst
Street: 22 Dodge Rd
City, State and Zip Code: Amherst, NH 03031
Attention: E Hahn

Phone: (603) 673-2317 Fax: Date: 5/31/22
Job Name: 196948 - Cracksealing
Job Location: Various Roads
Various Roads Amherst, NH 03031

Standard Terms & Conditions

The accompanying Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative of your firm, herein after referred to as "Customer" authorized by U.S. Pavement Services Inc. and (its affiliate and subsidiaries, herein referred to as "U.S. Pavement"). This "Contract" constitutes the entire agreement between the parties, there being no covenant, promise or agreement, written oral, except as specified herein

Customer Performance: Customer shall have the sole responsibility to obtain the required permits, attend commission meetings and to provide all documentation and approvals as requested by the federal, state and local authorities for EPA certification necessary for proper execution and completion of the work unless otherwise specified; b) provide all lines, grades, stakes, traffic control, engineering, and layout necessary for proper execution and completion of the work; c) proper marking of all utility lines, manholes, gas lines, poles, and other work impediments which are not listed by Dig Safe or any other utility based organization; d) a water supply for use by U.S. Pavement during this project; and e) assume the sole risk, responsibility, and liability for damages arising from or related to the work performed and indemnify, defend, and hold harmless U.S. Pavement from any and all such claims for damages, including but not limited to attorney's fees, and/or losses resulting directly or indirectly from this installation. If, in the opinion of U.S. Pavement, Customer has failed to perform in accordance with this paragraph, U.S. Pavement may refuse to perform the work until Customer makes the conditions suitable for commencement, continuation, and/or completion of the work.

U.S. Pavement Performance: U.S. Pavement shall in good faith: a) furnish all work in a workmanlike manner and in accordance with industry standards; b) employ adequately-trained and competent employees; c) comply with any applicable Federal, state, or municipal laws relating to payment of wages; and d) take all reasonable safety precautions and comply with all applicable laws, ordinances, rules, and regulations for the safety of persons and property.

Final Quantities:

Any material quantities referred to in this agreement and accompanying quotations are estimates only and may not, for circumstances unknown until the time of performance by U.S. Pavement property reflect actual quantities required to complete the work contracted for. If the actual material quantities exceed the estimates by less than seven and one half per cent than the customer agrees to pay the cost of any additional material, if

the actual material quantities exceed the estimate by more than seven and one half percent (7.5%), U.S. Pavement in its sole discretion reserves the right to suspend performance until the parties have agreed on any increase in costs attributable to the need for additional materials

Payment Terms: All amounts are due and payable upon receipt of invoice(s). U.S. Pavement requires a 1/3 deposit prior to commencement of work. In the event that U.S. Pavement incurs collection costs on any past due monies, Customer agrees to pay reasonable attorney's fees and any other collection costs incurred by U.S. Pavement. If U.S. Pavement does not receive full payment (and applicable late charges) within sixty (60) days from final invoice date, all warranty rights will be waived.

Site Conditions & Schedule: The Customer must ensure U.S. Pavement has safe access to work site at all times. If, in the course of performing the scope of work, U.S. Pavement is impeded by site conditions caused by others, the Customer shall take immediate actions to correct any/all site problems at Customer's expense. If in the case of fire, floods, accidents, strikes, war or other similar causes, Customer agrees to extend the completion date a reasonable time and is responsible to U.S. Pavement for increased costs, if applicable.

Changes: Customer may not make any written changes on the contract without U.S. Pavement's agreement. Changes without U.S. Pavement's approval, invalidates this agreement. The price and schedule shall be adjusted accordingly by a change order based on U.S. Pavement's actual labor and material costs plus an allowance for reasonable profit, overhead, and insurance.

Warranty Limitations: U.S. Pavement is not responsible for defects in work resulting from: a) weather conditions, including but not limited to temperatures below 50° Fahrenheit; b) inadequate design, incorrect specifications, unclear or insufficient engineering or layouts; and c) the warranty is limited to the replacement of the material and application of same.

Claims and Disputes: Customer shall give U.S. Pavement written notice of all claims against U.S. Pavement, including but not limited to all claims for defective work, within ten (10) days after the work has been completed. Any future claim or even giving rise to a claim shall be waived. This Contract shall be governed by the laws of the Commonwealth of Massachusetts and any dispute arising out of this Contract shall be resolved by the courts of Middlesex County in the Commonwealth of Massachusetts.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW roof bid

Department: Public Works

Meeting Date: June 13, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We received two bids from contractors for our DPW EPDM rubber roof project. NE Weatherguard had the low bid of \$34,000. We contacted this vendor to determine what the warranty was for their work. The EPDM rubber roof comes with a 20-year warranty which covers materials and labor. NE Weatherguard also includes a 2-year warranty on workmanship.

BUDGET IMPACT:

(Include general ledger account numbers)

\$34,000 from 01-4194-90-9800 (FY23 P/Y Encumbrance)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award the work for the DPW EPDM rubber roof, contract # 13-22, to NE Weatherguard for the amount of \$34,000. The intent is to encumber \$34,000.00 for this project from 01-4312-70-2730 (Road Maintenance).

SUGGESTED MOTION:

I move to award the work for the DPW EPDM rubber roof, contract # 13-22, to NE Weatherguard for the amount of \$34,000.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. DPW Roof bid 13-22
2. DPW Roof addendum 001 05-24-22
3. 13-22 award Forms
4. JB Roofing
5. NE Weatherguard



DEPARTMENT OF PUBLIC WORKS

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

eslosek@amherstnh.gov

BID NUMBER #13-22

Remove/Replace DPW EPDM Rubber Roof

INVITATION TO BID

The Town of Amherst NH is inviting proposals for contract at the Town Administrator's Office, 2 Main Street, Amherst, New Hampshire for removal of approximately 3,719 square feet of EPDM rubber roof covering at the DPW facility, and apply new roofing as described on page 2 and in detail in Attachment B.

Bidding Documents may be obtained, at no charge, from the Public Works Office at 22 Dodge Road in Amherst, NH, between the hours of 8AM and 3PM, Monday through Friday.

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

Bids will be received at the Town Administrator's Office, 2 Main Street Amherst, NH, until 10:00 AM, Friday, June 3, 2022. Shortly thereafter, bids will be publicly opened and read aloud at any available Town Hall office, 2 Main Street, Amherst NH. Award will be by the Board of Selectmen at a regular board meeting sometime there after.

BID NUMBER #13-22

Remove/Replace DPW EPDM Rubber Roof

CONTRACTOR'S PROPOSAL

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 13-22 removal/replacement of approximately 3,719 sq. ft. of EPDM rubber roof, and the replacement of roof deck sheets if necessary, 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 services needed to perform all the requirements for the project, in Amherst, NH for the following Unit Prices:

Removal and replacement of the DPW facility EPDM rubber roof installed in 1997, including replacement of all drip edge and flashing, and replacement of damaged wood roof deck sheets as necessary:

1. Remove and dispose of existing EPDM rubber roof to wood deck
2. Examine and repair wood deck as necessary
3. Install new (at minimum) .045 reinforced rubber roof
4. Install and flash (at minimum) a .040 aluminum drip edge
5. Flash all walls and roof penetrations as per manufacturer's specifications

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

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

Attachment A

AGREEMENT

This AGREEMENT is made on June ___, 2022, BETWEEN the Owner: Town of

Amherst and the Contractor: _____

for the following Project:

Remove and replace approximately 3,719 square feet EPDM (flat) rubber roof of the Amherst Public Works facility.

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project.
The Contract documents consist of:

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated May 10, 2022.
- 3) Specifications, Attachment B, dated May 10, 2022.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of award by the Board of Selectmen. The **Contractor shall substantially complete the work no later than October 14, 2022**, subject to adjustments by change order.

ARTICLE III
CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the DPW facility EPDM Rubber Roofing, including drip edge and all necessary flashing, is:

\$ _____

(Total EPDM written)

If deemed necessary, per 4 x 8 wood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$ _____

(Total per/sheet written)

ARTICLE IV
PAYMENT

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if total bid exceeds \$25,000.

This roof repair Agreement entered into as of the day and year first written above.

OWNER, by its Selectmen

CONTRACTOR

Peter Lyon, Chairman

(Signature)

Thomas Grella, Vice Chair

Printed name, title, and address

Danielle Pray, Clerk

John D'Angelo

William Stoughton

Or,

Dean E. Shankle, Jr., Ph. D, Town Administrator

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

Attachment A
May 10, 2022

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 # 13-22, Remove/Replace DPW EPDM Rubber Roof" and will be received at the Administrator's Office, Town Offices, 2 Main Street, Amherst, NH, until 10:00 AM, Friday, June 3, 2022.
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Town Hall, 2 Main Street, 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 after award by the Board of Selectmen at a regular Board meeting, and after signing of the contract, and shall be completed in its entirety prior to **October 14, 2022.**
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”, and 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 also shall examine carefully 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 twenty (20) 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. Please provide a reference list of ten recently completed roofing job including project value.

Scope of Work

3,719 Sq.Ft. (approximate) EPDM Rubber Roof Section

- I.** The existing roof shall be stripped to the wooden roof deck and dispose of same
- II.** Carefully examine the wooden deck by a team to include the Contractor and Public Works Director (or his designee) to determine necessary wooden deck replacement (this will be figured separately into the bid on a time and material basis, listed on page 4 of this document).
- III.** Mechanically attach 3 inches of a 5.6 per inch R-value foam thickness HCFC-blown polyisocyanurate as recommended by the National Roofing Contractors and Midwest Roofing Contractors Association or documented equivalent.
- IV.** Install a mechanically attached rubber roof system using ten foot wide by .045 thick, black reinforced Ethylene Propylene Diene Monomer (EPDM) or approved equivalent.
- V.** Flash all walls and roof penetrations as per manufacturer's specifications.
- VI.** Install and flash a .040 aluminum drip edge.
- VII.** Provide documentation of length of membrane warranty **and option the cost of a labor warranty for the same length of time.**

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**Town of Amherst
2 Main Street
Amherst, NH 03031**

hereinafter called the Owner and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ dollars,

(\$ _____) in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2022, a

copy of which is hereto attached and made a part hereof for Removal/Replacement of DPW EPDM Rubber Roof flat sections of the:

AMHERST DPW FACILITY

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and for all labor cost incurred in such Work including subcontractors, and to any

mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WHITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

**Town of Amherst
2 Main Street
Amherst, NH 03031**

Hereinafter called **OWNER**, in the total aggregate penal sum of _____

Dollars, \$ (_____)

In lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators' successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2022, a copy

of which is hereto attached and made a part hereof for Removal/Replacement of DPW EPDM Rubber Roof flat sections of the:

AMHERST DPW FACILITY

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER** with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless

the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to **WORK** to be performed thereunder of the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND DOCUMENT**, or the **CONTRACT** shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, this instrument is executed in _____ counterparts, each one of
(number)

which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____
Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract

If CONTRACTOR is Partnership, all partners should execute BOND

IMPORTANT: surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.



**AMHERST, NH
DEPARTMENT OF PUBLIC WORKS**

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

May 24, 2022

**ADDENDUM NO. 001
Bid # 13-22
“Remove/Replace DPW EPDM Rubber Roof”**

Prospective vendors are hereby notified of the following changes, additions, and/or clarifications to the RFP Documents for the above captioned project titled **“Remove/Replace DPW EPDM Rubber Roof”**.

Reason for Addendum:

As a result of an inspection of the roof with a prospective bidder this week, we discovered that the existing EPDM rubber roof was installed over an existing asphalt shingle or rolled asphalt roof. The purpose of this addendum is to share this information with all prospective bidders.

Clarification:

The scope of work shall remain as written and specified in Attachment B, section I, which states “The existing roof shall be stripped to the wooden roof deck and dispose of same.”

This Addendum No. 001 consists of one (1) page.

End of Addendum No. 001

TOWN OF AMHERST

Town Department: DPW

Date: June 3, 2022

Line Item: 01-4194-90-9800 (FY23)

Budget Amount:

Bid #: 13-22

Item: EPDM Rubber Roof

Date Bid To Be Awarded: June 13, 2022

<u>Vendor</u>	<u>Price</u>	<u>Totals</u>	<u>Other Considerations</u>
1. J. B. Roofing Systems, LLC	Mechanically Fastened	\$47,724.00	Option 1: Add 1 yr. warranty \$1925.00
	Alternate bid	\$44,910.00	Fully adhered
2. N E Weatherguard		\$34,000.00	20 Yr. manufacturer warranty
3. The Melanson Company New Boston NH		NO BID	
4. Adam Vaillancourt Roofing Milford NH		NO BID	
5. MC Contracting Inc Pepperell MA		NO BID	
6. Exeter Roofing Corp. Exeter NH		NO BID	

Recommend bid be awarded to: N E Weatherguard

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.

This bid was post on the Town of Amherst website, Construction Summary of NH, ME, and VT, and Dodge Data & Analytics.



Town of Amherst New Hampshire
2 Main Street
Amherst, NH 03031
RE:
Department of Public Works
22 Dodge Road
Amherst, NH 03031

EPDM Roofing System at DPW Building:
Bid #13-22

Provide Material and Labor for the Installation of New Carlisle Syntec EPDM Roofing System for calculated square footage. Approximately 3,719 Sq. Ft. in total. This includes all parapet walls.

Inspect existing roof drains to make sure they are working order, inspections include making sure all clamping rings are intact and are in working condition along with drain strainers and bolts. If the need for retrofit drains arise, they will be provided by JB Roofing Systems at an additional cost.

Remove existing roofing system and all related flashing's and materials down to the existing wood deck.

Inspect roof sub-straight and Replace any Defective roof decking with new wood roof decking on as needed basis at \$4.35 per square foot additional Insulation and structural maintenance will be on time and material basis.

Install tapered insulation between scupper boxes to divert rainwater to drains/ scupper boxes.

Install one layer of 3" polyisocyanurate ridged insulation with an R- Value of 16.8. This insulation will be Mechanically fastened to the wood deck with #12 screw and 3" steel insulation plates.

Install new Drains Sumps as applicable.

Install one ply of (Carlisle Syntec OR Versico Roofing Systems) .060 EPDM over the Polyisocyanurate ridged insulation board. This roofing membrane will be mechanically fastened through insulation into the deck

All field seam shall be sealed with factory applied 6" seam tape and all end laps & field fabricated seams shall be sealed with 6" seam tape.

41 Liberty Hill Road- Building 2
Henniker, NH 03242
603-219-3783
www.jbroofingsystems.com



All walls, terminations and penetrations shall be flashed as per manufactures specifications using factory certified products at all applicable applications.

Install .040 Aluminum 2 piece EZ Edge metal edge system with kynar finish approximately 300 Linear ft. in total.

Remove all Debris and job related material from work site.

All workmanship Guaranteed By JB Roofing Systems, LLC. For 2 years

Perform job-site clean-up and dispose of all job related debris and materials

Carlisle Syntec Manufacturers No dollar limit for labor or materials Warranty 15 years.

Price....\$47,724

Option #1- Install .060 Reinforced EPDM 20-year NDL Warranty in lieu of .045 EPDM with 15-year NDL Warranty.

Add....\$1,925

JOB NOTES

This price does not include any permits unless noted.

This price does not include any retro fit drain unless noted.

This Price INCLUDES ALL dumpsters fees in the price unless noted.

This Price includes Costs of Bonds as per specifications.

41 Liberty Hill Road- Building 2
Henniker, NH 03242
603-219-3783
www.jbroofingsystems.com



Town of Amherst New Hampshire
2 Main Street
Amherst, NH 03031
RE:
Department of Public Works
22 Dodge Road
Amherst, NH 03031

EPDM Roofing System at DPW Building: Bid #13-22
Fully Adhered Alternate Bid

Provide Material and Labor for the Installation of New Carlisle Syntec EPDM Roofing System for calculated square footage. Approximately 3,719 Sq. Ft. in total. This includes all parapet walls.

Inspect existing roof drains to make sure they are working order, inspections include making sure all clamping rings are intact and are in working condition along with drain strainers and bolts. If the need for retrofit drains arise, they will be provided by JB Roofing Systems at an additional cost.

Remove existing roofing system and all related flashing's and materials down to the existing wood deck.

Inspect roof sub-straight and Replace any Defective roof decking with new wood roof decking on as needed basis at \$4.35 per square foot additional Insulation and structural maintenance will be on time and material basis.

Install tapered insulation between scupper boxes to divert rain water to drains/ scupper boxes.

Install one layer of 3" polyisocyanurate ridged insulation with an R- Value of 16.8. This insulation will be Mechanically fastened to the wood deck with #12 screw and 3" steel insulation plates.

Install new Drains Sumps as applicable.

Install one ply of (Carlisle Syntec OR Versico Roofing Systems) .060 EPDM over the Polyisocyanurate ridged insulation board. This Roofing membrane will be fully adhered to the Ridged insulation.

All field seam shall be sealed with factory applied 3" seam tape and all end laps & field fabricated seams shall be sealed with 3" seam tape.

41 Liberty Hill Road- Building 2
Henniker, NH 03242
603-219-3783
www.jbroofingsystems.com



All walls, terminations and penetrations shall be flashed as per manufactures specifications using factory certified products at all applicable applications.

Install .040 Aluminum 2 piece EZ Edge metal edge system with kynar finish approximately 300 Linear ft. in total.

Remove all Debris and job related material from work site.

All workmanship Guaranteed By JB Roofing Systems, LLC. For 2 years

Perform job-site clean-up and dispose of all job related debris and materials

Carlisle Syntec Manufacturers No dollar limit for labor or materials Warranty 20 years.

Price....\$44,910

JOB NOTES

This price does not include any permits unless noted.

This price does not include any retro fit drain unless noted.

This Price INCLUDES ALL dumpsters fees in the price unless noted.

This Price includes Costs of Bonds as per specifications.

41 Liberty Hill Road- Building 2
Henniker, NH 03242
603-219-3783
www.jbroofingsystems.com

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

ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE

The date of commencement shall be the date of award by the Board of Selectmen. The **Contractor shall substantially complete the work no later than October 14, 2022**, subject to adjustments by change order.

ARTICLE III
CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum for removal and replacement of the DPW facility EPDM Rubber Roofing, including drip edge and all necessary flashing, is:

\$ THIRTY FOUR THOUSAND DOLLARS (\$34,000.00)

(Total EPDM written)

If deemed necessary, per 4 x 8 wood roof deck sheet replacement time and material:

Unit price per/sheet installed is: \$ 90

(Total per/sheet written)

ARTICLE IV
PAYMENT

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Performance-Payment Security is included and will be required if total bid exceeds \$25,000.

This roof repair Agreement entered into as of the day and year first written above.

OWNER, by its Selectmen

Peter Lyon, Chairman

Thomas Grella, Vice Chair

Danielle Pray, Clerk

John D'Angelo

William Stoughton

Or,

Dean E. Shankle, Jr., Ph. D, Town Administrator

CONTRACTOR



(Signature)

JEFFREY BELLEN/OWNER

Printed name, title, and address

NEW ENGLAND WEATHERGUARD

162 BENNETT RD

HENNIKER, NH 03242



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW Encumbrances
Meeting Date: June 13, 2022

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We are seeking the Board's approval for encumbrances from the following DPW budget lines:

<u>Account #</u>	<u>Description</u>	<u>Amt. to encum.</u>	<u>Purpose</u>
1. 01-4312-70-2735	Road Rebuild Work	\$685,224.72	2022 Road
2. 01-4312-70-2740	New Equipment Capital Truck	\$107,361.00	Purchase
3. 01-4312-70-2730	Road Maintenance Roads	\$39,820.00	Crackseal
4. 01-4312-70-2730	Road Maintenance roof	\$34,000.00	DPW rubber
5. 01-4311-10-1110	Full Time Wages DPW jacks	\$10,394.00	Purchase lift

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to approve encumbrances.

SUGGESTED MOTION:

1. I move to encumber \$685,224.72 from 01-4312-70-2735 (Road Rebuild) for contract # 07-22, Multi-road construction.

2. I move to encumber \$107,361.00 from 01-4312-70-2740 (New Equipment Capital) for the Allegiance Trucks contract to replace truck 17.
3. I move to encumber \$39,820.00 from 01-4312-70-2730 (Road Maintenance) for contract # 12-22, Crack sealing.
4. I move to encumber \$34,000.00 from 01-4312-70-2730 (Road Maintenance) for contract # 13-22, DPW EPDM rubber roof replacement.
5. I move to encumber \$10,394.00 from 01-4311-10-1110 (Full Time Wages DPW) for the purchase of lift jacks for the DPW Rotary car lift.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Bid 07-22 multi Rd
2. 07.22 Road Rebuild Bid Award signed
3. Truck 17
4. 6-28-21 bos minutes for truck purchase
5. 2021 Alegiance Trucks Contract
6. 20220607152423781
7. Bid 12-22 Cracksealing
8. Bid 13-22 EPDM roof
9. Lift Jacks



OFFICE OF THE FINANCE DIRECTOR

2 Main Street, PO Box 960

Amherst, NH 03031

Finance@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Public Works

REASON FOR REQUEST: Multi-Road Construction Bid 07-22

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4312-70-2735	Road Rebuild	\$685,224.72

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: June 13, 2022

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File

TOWN OF AMHERST

Town Department: DPW

Date: April 6, 2022

Line Item: 01-4312-70-2735

Budget Amount:

Bid #: 07-22

Item: Road Rebuild

Date Bid To Be Awarded: April 11, 2022

<u>Vendor</u>	<u>Price/Unit</u>	<u>Total</u>	<u>Other Considerations</u>
1. Continental Paving, Inc.		1,509,230.67	
2. Pike Industries		1,552,608.43	
3. Busby Construction		No Bid	
4. Brox Industries		No Bid	
5.			
6			

Recommend bid be awarded to: Recommend work for Horace Greeley Rd., Roberge Dr. and Hubbard Rd., be awarded to Continental Paving for the amount of \$1,488,645.67.



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.

This bid was post on the Town of Amherst website, Construction Summary of NH, ME, and VT, and Dodge Data & Analytics.



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Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Public Works

REASON FOR REQUEST: New Truck purchase.
Replacement of Truck 17

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4312-70-2740	New Equipment Capital	\$107,361.00

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: June 13, 2022

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File

177 A MOTION was made by Selectman Grella and SECONDED by Selectman Pray to award the
178 line stripping contract to Hi-Way Safety for \$43,826.34 and to encumber this amount into
179 FY22.

180 Voting: 4-0-0; motion carried unanimously.

181 182 **7.6 Budget Transfer to Landfill**

183 Eric Hahn explained that this proposal is to transfer a total of \$34,790, from four budget lines:
184 \$14,790 from the Administration Stormwater Intern Wages line; \$10,000 from the
185 Administration Full-Time Wages line; \$3,000 from the Street Lighting line; and \$7,000 from
186 the Highway Budget Full-time Wages line. This is due to overages related to the reconfigured
187 holiday hours at the Transfer Station, some health insurance overruns, and to cover any
188 overtime.

189
190 A MOTION was made by Selectman Pray and SECONDED by Selectman Grella to transfer
191 \$34,790 to the Landfill Budget from \$14,790 from the Administration Stormwater Intern
192 Wages line (01-4311-10-1116); \$10,000 from the Administration Full-Time Wages line (01-
193 4311-10-1110); \$3,000 from the Street Lighting line (01-4316-40-2414); and \$7,000 from the
194 Highway Budget Full-time Wages line (01-4312-10-1110).

195 Voting: 4-0-0; motion carried unanimously.

196 197 **7.7 Truck Purchase**

198 Eric Hahn explained that he is able to get a good price on this truck and a very good trade-in
199 value for the other trucks. This will come from a State contract.

200
201 In response to a question from Selectman Grella, Eric Hahn explained that this proposal looks
202 to trade-in one of the Town's 10-wheel dump trucks. This truck is not as necessary due to the
203 salt reduction program that the DPW has implemented. The 10-wheel dump truck also has
204 trouble on cul-de-sacs.

205
206 A MOTION was made by Selectman Brew and SECONDED by Selectman Pray that, as of
207 July 1, 2021, the Board approve that Allegiance Trucks of Manchester NH be awarded a
208 contract for \$163,115 to purchase a 6 wheel dump truck, as specified in the proposal dated
209 June 23, 2021, with the understanding that the purchase price will be reduced by a trade-in
210 value given today as \$47,500, subject to change on delivery date, and to authorize the Town
211 Administrator to sign any necessary paperwork on/after July 1, 2021.

212 Voting: 4-0-0; motion carried unanimously.

213 214 **7.8 FY 21 Encumbrances**

215
216 A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to encumber
217 \$41,446.19 from Account 01-4191-50-2555, for Resilience Planning & Design, LLC.

218 Voting: 4-0-0; motion carried unanimously.

219
220 A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to encumber
221 \$7,513.06 from Account 01-4311-40-2430, for upgraded lighting at the DPW.

222 Voting: 4-0-0; motion carried unanimously.



HV507 SFA

Sales Proposal For:
TOWN OF AMHERST

Presented By:
ALLEGIANCE TRUCKS

Prepared For:

TOWN OF AMHERST
Eric Hahn
2 Main St.
Amherst, NH 03031-2909
(603)673 - 2317

Presented By:

ALLEGIANCE TRUCKS
James C Ramsay
1400 S WILLOW ST.
MANCHESTER NH 03103 - 4024
(800)562-3814



Model Profile
2022 HV507 SFA (HV507)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 39000. Calc. GVWR: 41000
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.38
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
PAINT:	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
3ACR	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 18,000-lb Capacity, Less Shock Absorbers
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

Code	Description
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4LAG	SLACK ADJUSTERS, FRONT {Gunitite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunitite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDL	BRAKES, FRONT {Bendix Spicer ES-165-6X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XDM	BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SDP	ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
 : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
 : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
 : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
 : STARTER SWITCH Electric, Key Operated
 : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
 : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature

<u>Code</u>	<u>Description</u>
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MJU	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WBW	JUMP START STUD Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ANG	HOOD, HATCH (01) for Servicing
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon

Code	Description
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VHR	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WUL	BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
13AVG	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDT	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 3 Speed S1 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

Code	Description
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.38
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth
16SNM	MIRRORS (2) C-Loop, Heated, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

Code	Description
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29PBA	PAINT IDENTITY, FRONT WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
29PBB	PAINT IDENTITY, REAR WHEELS Disc Wheels; with Vendor Applied Black Powder Coat Paint
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545438	(2) TIRE, FRONT 315/80R22.5 Load Range L HSC 3 (CONTINENTAL), 481 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A Electric brake control unit installed body and plow equipment by Tenco
-------	---

Code**Description**

* * * Current State of NH Contract 8002661 is applied to the pricing of this proposal * * *

(US DOLLAR)

DescriptionPrice

Net Sales Price:

\$163,115.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

GVWR Component Rating(s)

Ratings	Primary			Adjusted By			GAWR* (lbf)	GVWR* (lbf)
	ATA Class	Feature	Rating (lbf)	ATA Class	Feature	Rating (lbf)		
Front Component Ratings	AXLE, FRONT NON-DRIVING	0002AR Z	18000					
	BRAKES, FRONT	0004XD L	23000					
	SUSPENSION, FRONT, SPRING	0003AC R	18000					
	WHEELS, FRONT	0027DP N	20000	TIRE, FRONT	077925 4	20000		
Front GAWR							18000	
Rear Component Ratings	BRAKES, REAR	0004XD M	23000					
	BRAKE SYSTEM, AIR	000409 1	23000					
	SUSPENSION, REAR, SINGLE	0014SA L	31000					
	WHEELS, REAR	0028DU K	27780	TIRE, REAR	073821 3	24020		
	AXLE, REAR, SINGLE	0014AR B	23000					
Rear GAWR							23000	
Overall Vehicle Limitations	TRANSMISSION, AUTOMATIC	0013AV G	80000					
GVWR Based on Axle Ratings***								41000
Calculated GVWR								41000

*** GAWR (Gross Axle Weight Rating)** is the rating capacity of an axle system which include wheels, tires, axles, brakes, springs, and suspensions.

**** GVWR (Gross Vehicle Weight Rating)** is the maximum amount that a loaded vehicle can weight.

***** GVWR Based on Axle Ratings = Front GAWR + Rear GAWR.** Overall vehicle weight limitations are not taken into account.

****** GCWR (Gross Combined Weight Rating)** is the maximum weight of a tractor and trailer.

Taken from email received on June 23, 2021 from Jim Ramsey, salesman for Allegiance Trucks.

Eric,

The trade in value (as viewed and appraised today) Is \$47,500.00 . That is with the understanding that we receive the truck as soon as you receive your new “ completed “ truck from Tenco on or around October/November of this year . That is if everything gets approved on your end that is . . .

Let me know as soon as you get confirmation

Thank you,

Jim

STOCK NO. 217716 NEW ☒ USED ☐
DATE June 27 2022
SALESMAN: Jim Ramsay

YOU THE BUYER(S) HEREBY AGREE TO PURCHASE FROM SELLER THE FOLLOWING MOTOR VEHICLE AS FOLLOWS:

REORDER NHAD SERVICES, INC. - 1-800-852-3372 BB184160 (2/2021)

Page 95 of 141



OFFICE OF THE FINANCE DIRECTOR

2 Main Street, PO Box 960

Amherst, NH 03031

Finance@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Public Works

REASON FOR REQUEST: Crack Sealing Bid #12-22
H.W. Dow Awarded Bid in the amount of \$39,820.00

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4312-70-2730	Road Maintenance	\$39,820.00

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: June 13, 2022

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File



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Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Public Works

REASON FOR REQUEST: EPDM Rubber Roof Bid 13-22.
Replacement of the EPDM Rubber Roof at the DPW

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4312-70-2730	Road Maintenance	\$34,000.00

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: June 13, 2022

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File



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Finance@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Public Works

REASON FOR REQUEST: Lift jacks for existing rotary lift 9,000 lbs. capacity

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4311-10-1110	Full Time Wages DPW	\$10,394.00

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: June 13, 2022

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW Lift Jacks purchase
Meeting Date: June 13, 2022

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The DPW desires to purchase lift jacks from New England Automotive Lifts, in the amount of \$10,394.00. Our vehicle lift was purchased by NE Auto Lifts last year and installed by them this spring. We are asking the BOS to consider this purchase a sole source purchase as we believe it would be wise to purchase the accessory for our lift from the same vendor. The lift jacks are an accessory that attaches to our existing lift, which will give us the ability to lift a vehicle on the lift into the air and off of the lift ramps. This will enable us to perform more work where removal of the wheels would be required.

Our intent is to encumber \$10,394.00 from 01-4311-10-1110 (DPW Admin Full-time wages) to pay for this item.

BUDGET IMPACT:

(Include general ledger account numbers)

\$10,394.00 from 01-4312-90-9800 (FY23 P/Y Encumbrances)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award purchase of lift jacks from New England Automotive Lifts for \$10,394.00.

SUGGESTED MOTION:

I move to award purchase of lift jacks from New England Automotive Lifts for \$10,394.00.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. lift Jack Award
2. Estimate_1866_from_NEW_ENGLAND_AUTOMOTIVE_LIFTS

Town Department: DPW

Date: June 7, 2022

Line Item: 01-4312-90-9800 (FY23)

Budget Amount: \$10,394.00

Bid #: **Item:** Lift Jacks

Date Bid To Be Awarded: June 13, 2022

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u> <u>Interest Rate</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
1. New England Automotive Lifts		\$10,394.00	Purchase lift jacks for our existing vehicle lift in mechanic's garage.

We are asking the Board of Selectman to consider this a sole source purchase. We desire to purchase the jacks from New England Automotive Lifts as we purchased the lift from them. These jacks are for this specific model of vehicle lift.

Recommend bid be awarded to: New England Automotive Lifts

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.

NEW ENGLAND AUTOMOTIVE LIFTS

120 Old Gage Hill Rd
Pelham, NH 03076
(603)894-6325
neautolift@comcast.net



Estimate

ADDRESS

DPW Amherst NH
22 Dodge Rd.
Amherst, NH 03031

SHIP TO

DPW Amherst NH
22 Dodge Rd.
Amherst, NH 03031

ESTIMATE # 1866**DATE 06/03/2022****SALES REP**

KC/BC

ACTIVITY	QTY	RATE	AMOUNT
RJ9100YM 9,000 lb. capacity. Includes rubber adapter blocks	2	5,197.00	10,394.00

ESTIMATED Time Frame is 30 days

TOTAL

\$10,394.00

Accepted By

Accepted Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Transfer Station MS4 sampling
update

Department: Public Works

Meeting Date: June 13, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The DPW Director will update the Board on a developing situation regarding stormwater samples at the transfer station. Several parameters we test for and submit to the EPA exceeded allowable limits for our Q2 reporting period.

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: Community Development
Encumbrance

Department: Community Development
Office

Meeting Date: June 13, 2022

Staff Contact: Nic Strong

BACKGROUND INFORMATION:

The Master Plan update process began in 2021 with the Master Plan Steering Committee selecting Resilience Planning and Design, LLC, with a not-to-exceed contract of \$90,040. The Committee has been meeting every month, working with Resilience on the existing conditions profiles, suggested action items, and the vision. The Committee has also worked with NRPC on a build out analysis and recently received the draft build out report and an alternative build out scenario based on input received from the public and the committee so far.

The final drafting of the plan and the public hearing process will extend past the end of the 2022 fiscal year. Accordingly I am requesting encumbering the remaining Master Plan budget line to finalize the project. The amount remaining is \$32,150.00.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

I recommend encumbering the funds to complete the Master Plan process.

SUGGESTED MOTION:

I move to encumber \$32,150.00 to cover the remaining Master Plan contract with Resilience Planning and Design that will not be completed by the end of FY22.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Encumbrance Request Form 6.9.22



OFFICE OF THE FINANCE DIRECTOR

2 Main Street, PO Box 960

Amherst, NH 03031

ceastman@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: 6/9/22

REQUESTING DEPARTMENT: Community Development

REASON FOR REQUEST:

The Master Plan update process began in 2021 with the Master Plan Steering Committee selecting Resilience Planning and Design, LLC, with a not-to-exceed contract of \$90,040. The Committee has been meeting every month, working with Resilience on the existing conditions profiles, suggested action items, and the vision. The Committee has also worked with NRPC on a build out analysis and recently received the draft build out report and an alternative build out scenario based on input received from the public and the committee so far.

The final drafting of the plan and the public hearing process will extend past the end of the 2022 fiscal year. Accordingly I am requesting encumbering the remaining Master Plan budget line to finalize the project.

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Vendor</u>	<u>Amount</u>
01-4191-50-2555	Master Plan	Resilience Planning and Design, LLC	\$32,150.00

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: _____

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: FY22-23 Encumbrances, Police
Department

Department: Police Department

Meeting Date: June 13, 2022

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Police Station Renovation Phase II Encumbrances (see attachments)

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Approve

SUGGESTED MOTION:

Approve encumbrances as attached

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. FY22 PD Encumbrances
2. 4184_001



OFFICE OF THE FINANCE DIRECTOR

2 Main Street, PO Box 960

Amherst, NH 03031

Finance@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Police

REASON FOR REQUEST: Encumbrance of **\$55,000** from unexpended FY22 police department budget to augment funds necessary to meet Police Station Renovation Phase II contract obligation with Turnstone Corporation of Milford, NH, in the total amount of \$336,562. Contract funding being sourced from 1) FY22 Warrant Article #31 (in the amount of \$200,000); 2) Police Detail Revolving Fund 12-2530-00-1400; and 3) aforementioned unexpended FY22 Police Department budget funds.

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4210-10-1112	Police Chief and Lieutenants	\$55,000

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: _____

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File



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2 Main Street, PO Box 960

Amherst, NH 03031

Finance@amherstnh.gov

www.amherstnh.gov

Tel. (603) 673-6041 ex. 213 Fax (603) 673-6794

Request to Encumber Funds

DATE OF REQUEST: June 13, 2022

REQUESTING DEPARTMENT: Police

REASON FOR REQUEST: Encumbrance of **\$194,917.70** for Police Station Renovation Phase II, said amount representing those funds previously set aside from the Undesignated Fund Balance pursuant to FY 22 Warrant Article #31 (\$200,000), minus the amount of **\$5,082.30** already invoiced to the project (note: a fully executed contract is in place with Turnstone Corporation of Milford, NH, for a total project cost of \$336,562).

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4903-70-7200	Capital Outlay Buildings	\$194,917.70

Town Administrator Recommendation:

Signature

Date

Date of Board of Selectmen Vote: _____

Please attach minutes of the BOS meeting along with this completed form to the Finance Director.

Finance Director

Date

Date Completed: _____

Copy: Auditor File

5/10/2022

TOWN OF AMHERST

Town Department: Amherst Police Department Date: April 11, 2022

Line Item: Police Station Renovation – Final Phase Budget Amount:

Bid #: Item: FY 21 Cruisers Date Bid To Be Awarded: January 19, 2021

VENDOR Name and Address PRICE/UNIT TOTAL OTHER CONSIDERATIONS

Turnstone Corporation

1.	479 Nashua Street Milford, NH 03055	\$336,562	\$336,562	Low bid recommended
----	--	-----------	-----------	---------------------

Martini Northern

2.	10 Main Street Newfields, NH 03856	\$349,975	\$349,975	
----	---------------------------------------	-----------	-----------	--

3.

Recommend bid be awarded to: Turnstone Corporation

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 the meeting of the Board of Selectmen.

**SECTION 004100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Town of Amherst (Owner)
175 Amherst St.

Amherst, New Hampshire 03031

1.02 FOR:

- A. Project: Amherst Police Department Remodel

1.03 DATE: 3/24/2022 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Turnstone Corporation
1. Address 479 Nashua Street
2. City, State, Zip Millford, NH 03055

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by [Dennis Mires] for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. three hundred thirty-six thousand five hundred sixty-two dollars
(\$ 336,562), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of [N/A] taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 012100 - Allowances are included in the Bid Sum.

1.06 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 11 calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.07 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 10% percent overhead and profit on the net cost of our own Work;
2. 10% percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 0% of the overhead and profit percentage noted above.

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # N/A Dated .

1.09 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:
1. Alternates: 1 Locker Room Add Alternate, 2 Balance of Upper Level Renovation, [N/A].
- B. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 004323 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section [N/A].
2. Document 004325 - Substitution Request Form - During Procurement.

3. Document 004373 - Proposed Schedule of Values Form identifies the Bid Sum segmented into portions as requested.
- C. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
 1. Document 004373 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.

1.10 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Turnstone Corporation
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. Stacy Clark - President
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. 
- I. (Authorized signing officer, Title)

- 1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

END OF SECTION

PARTICULARS



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: SCBA Year End Purchase
Meeting Date: June 13, 2022

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

We start off the fiscal year with \$25,000.00 for the purchasing of Self Contained Breathing Apparatus (SCBA). This line is also used for repairs, flow testing and hydrostatic testing of our SCBA bottles. Once we get to the last quarter of the year we purchase new units to cycle out the older units that no longer meet the current standards.

BUDGET IMPACT:

(Include general ledger account numbers)

Funds for this come from the budget line of 01-4220-60-2651.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

As part of our annual plan it is recommended to replace SCBA's including the masks and cylinders as they age and become out of compliance in accordance to the National Fire Protection Associations Code and Standards.

SUGGESTED MOTION:

To purchase two (2) Scott X3 Pro Pack's, 9 Scott AV3000HT face masks & 6 Scott 4500psi cylinders.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Staff Report SCBA 6.7.2022
2. Bid Award Form SCBA 6.7.2022

FIRE TECH & SAFETY OF NEW ENGLAND, INC.
 100 Business Park Dr., Unit 6
 Tyngsborough, MA 01879
 1-800-256-8700 Fax (978) 649-6833



Quote

Date	Quote #
6/3/2022	196731

Valid for 15 Days



Project	Terms	Rep
	Net 30	KK

Qty	Description	Unit Price	Total
1	SCOTT X3 PRO 2018 EDITION 4.5 CGA	6,584.00	6,584.00
1	SCOTT AV3000 HT 4 1/2 STRAP, MEDIUM	335.00	335.00
1	SCOTT-CARBON CYL. & VALVE 4500 30 MIN	1,095.00	1,095.00
1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
2	Scott X3 Pro Pack	13,168.00	
9	Scott AV3000 HT Pack	3,015.00	
6	Scott Cylinder	6,570.00	
		22,753	
		Total	\$8,014.00

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.

Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>

Unless otherwise noted on this quote, freight may be added at time of invoicing as Prepay & Add terms

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 6/7/2022

Line Item: 01-4220-60-2651

Budget Amount: \$22,753.00

Bid #: **Item:** SCBA

Date Bid To Be Awarded: 6/14/2022

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
Fire Tech & Safety 100 Business Park Drive., Unit 6 Tyngsborough, MA 01879		<hr/>	Sole Source Vendor
<hr/>			
2 Scott X3 Pro Pack \$6584.00		\$13,168.00	
9 Scott AV3000 HT Mask \$335.00		\$3015.00	
6 Scott Cylinder (4500 psi)		\$6570.00	
		\$22,753.00	
<hr/>			
<hr/>			
<hr/>			

Recommend bid be awarded to:

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 BOARD OF SELECTMEN STAFF REPORT

Title: PPE Year End Purchase
Meeting Date: June 13, 2022

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

At the start of the fiscal year we have a line for PPE with a budget total of \$21,940.00 for the purchasing of new gear and repairs needed to existing gear throughout the year. Typically, we look to purchase 5 to 6 complete sets which allows us to cycle out existing gear which has a recommendation for a 5 year service time.

BUDGET IMPACT:

(Include general ledger account numbers)

The funds for the purchase come from the fiscal budget line 01-4220-60-2616.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

PPE is recommended to be replaced after 5 years of service (can go longer depending on the number of calls a firefighter makes in that time period).

SUGGESTED MOTION:

To purchase 4, coats, 4 pants and 3 pairs of boots with a total cost of \$13,185.89

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Staff Report PPE Year End Purchase 6.7.2022
2. Bid Award Form PPE 6.7.2022



1024 Suncook Valley Hwy., Unit 5-D
 Epsom NH, 03234
 TEL: 603.736.8500
 www.BergeronProtectiveClothing.com

QUOTATION

No. : 211090

Doc. Date : 06/08/2022
 Payment Terms : NET30
 Valid Until: 09/08/2022
 Customer PO:
 Salesperson : Jackson Hillsgrove
 Page : Page 1 of 2

Bill To

Amherst NH Fire Department
 Chief Matt Conley
 PO Box 1199
 Amherst NH 03031

Ship To :

Chief Matt Conley
 177 Amherst Street
 Amherst NH 03031

Stock Gear G-Xtreme Coat + GPS Pant Gold 2022

Quantity	Style	Description	Your Cost
1	1C7G-BPC-G	Globe G-Xtreme 3.0 Jacket, Gold Pioneer, FreeFAS Color: Gold Trim Color: Lime Yellow Glide Ice 2L Thermal Liner Stedair 3000 Moisture Barrier *Contains PFAS 3" Triple Trim NFPA Basic Velcro and Snaps for Hanging Letter Patch Std Vislon Zipper In/Velcro Out Closure Std Expansion Pockets 2x8x8 W/ Fleece Hand Warmer Std Kevlar Backed Exp. Pockets Self Helmet Snap/Mic Strap/2.5x9 Velcro, Right Chest Radio Pocket 2x3.5x8, Left Chest Std 3" Trim Over Radio Pocket Mic Strap, Above Radio Pocket Std Adjustable Wrister Self Cuffs Std Collar Loop Std Square Pocket on Thermal Liner Std Neck Snaps on Collar And LinerStd Drag Rescue DeviceStd Stored Energy Band Upper	1,530.14
7	19721	3" Scotchlite Letter Color: LY Location: Row A AMHERST (arched)	28.00
1	ADRH5	Hanging Dee Ring On radio pocket flap.	12.00
1	190756L	Globe Embroidered American Flag (Left Sleeve) Option, add \$27	
1	00443458	Add or Replace Nomex Hand And Wrist Guards w/Thumbhole Option, add \$45	

*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. \$25 returned check fee MC/ Visa /Discover accepted.

From: BERGERON PROTECTIVE CLOTHING LLC
To: Amherst NH Fire Department

Document No. : 211090
Doc. Date : 06/08/2022

Quantity	Style	Description	Your Cost
1	N127132BPC	Hanging Letter Patch Color: Gold	45.00
1	19721	3" Scotchlite Letter Color: LY Add \$4.00 per letter for last names on hanging letter patch.	4.00
Subtotal:			0.00
			\$1,619.14
1	FC7G-BPC-G	Globe GPS Pant, Gold Pioneer, FreeFAS Color: Gold Trim Color: Lime Yellow Glide Ice 2L Thermal Liner Stedair 3000 Moisture Barrier *Contains PFAS 3" Triple Trim Around Cuff Std Hook and Loop (Velcro) Fly Closure Closure Black Nomex Belt + Wide Loops Std Expansion Pockets 2x10x10 Std Kevlar Backed Expansion Pockets Black Suede Cuffs Black Suede Cathedral Knees Silizone Knees Sewn on Liner Black Padded Suspenders	1,205.82
1	N200267	Add Kevlar Tool " 6 pack " compartment	47.00
Subtotal:			0.00
			\$1,252.82
1	120A420-G	Globe ARCTIC SOLE Supreme 14" Pull On Mens Boot *Contains PFAS	566.00
Subtotal			3,437.96
Total			3,437.96

*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Financing options available on turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices, subject to change by Manufacturer without notice. TERMS NET 30 Days. Add 3% fee when paying via credit card. Exchanges may incur additional handling charges. Late fee 2% per mo. \$25 returned check fee MC/ Visa /Discover accepted.

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 6/7/2022

Line Item: 01-4220-60-2616

Budget Amount: \$13,415.21

Bid #: **Item:** PPE

Date Bid To Be Awarded: 6/14/2022

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
Bergeron Protective Clothing 1024 Suncook Valley Highway Epsom, NH 03234			Sole Source Vendor
4 Globe Protective Coat	\$1,619.14	\$6,476.56	
4 Globe Protective Pants	\$1252.82	\$5,011.28	
3 Globe Protective Boots	\$566.00	\$1,698.00	
		Total \$13,185.89	

Recommend bid be awarded to:

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 BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Meeting Date: June 13, 2022

Department: Assessing

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Abatement Recommendations

Item A. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a condominium. The Assessor reviewed the application and determined to change bath count. After adjustments, the assessment was reduced by \$7400, from \$420,200 to \$412,800. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 003, Lot 027-023 in the amount of \$158.00 plus any applicable interest/fees.

Item B. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the

application and determined to adjust square footage. After adjustments, the assessment was reduced by \$4000, from \$366,800 to \$362,800. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 003, Lot 086-018 in the amount of \$85.00 plus any applicable interest/fees.

Item C. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a condominium. The Assessor reviewed the application and determined to correct the living area. After adjustments, the assessment was reduced by \$98,400, from \$304,000 to \$205,600. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 004, Lot 018-017 in the amount of \$2097.00 plus any applicable interest/fees.

Item D. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the grade. After adjustments, the assessment was reduced by \$45700, from \$635,900 to \$590,200. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 004, Lot 062-023 in the amount of \$974.00 plus any applicable interest/fees.

Item E. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the style of house. After adjustments, the

assessment was reduced by \$10600, from \$604,500 to \$593,900. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 004, Lot 161-007 in the amount of \$226.00 plus any applicable interest/fees.

Item F. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the depreciation. After adjustments, the assessment was reduced by \$10100, from \$629,300 to \$619,200. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 005, Lot 122-006 in the amount of \$215.00 plus any applicable interest/fees.

Item G. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the barn to shed. After adjustments, the assessment was reduced by \$3300, from \$600,300 to \$597,000. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 007, Lot 033-000 in the amount of \$70.32 plus any applicable interest/fees.

Item H. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the grade. After adjustments, the assessment was reduced by \$26000, from \$458,700 to \$432,700. The Assessor recommends

approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 007, Lot 039-006 in the amount of \$554.00 plus any applicable interest/fees.

Item I. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the grade. After adjustments, the assessment was reduced by \$30200, from \$487,000 to \$456,800. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 007, Lot 039-007 in the amount of \$645.00 plus any applicable interest/fees.

Item J. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change delete FHS, add TQS/FGR. After adjustments, the assessment was reduced by \$18800, from \$751,700 to \$732,900. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 010, Lot 030-040 in the amount of \$401.00 plus any applicable interest/fees.

Item K. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for a single family home. The Assessor reviewed the application and determined to change the depreciation. After adjustments, the assessment was reduced by \$13,400, from \$331,800 to \$318,400. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to

approve an abatement for Tax Year 2021 for Map 017, Lot 111-000 in the amount of \$286.00 plus any applicable interest/fees.

Item L. The attached abatement has been reviewed by Stephen Whalen, Project Manager for Vision Government Solutions Inc. contracted for the Town of Amherst's 2021 Revaluation/Statistical Update.

Mr. Whalen's recommendation is attached along with the abatement application. The attached properties were reviewed by me.

Suggested Motion:

This abatement application is for vacant land. The Assessor reviewed the application and determined to adjust the condition factor. After adjustments, the assessment was reduced by \$85100, from \$459,600 to \$374,500. The Assessor recommends approval of a corresponding abatement request. Therefore, I move to approve an abatement for Tax Year 2021 for Map 024, Lot 045-000 in the amount of \$1813.00 plus any applicable interest/fees.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Confidential
2. Item B Confidential
3. Item C Confidential
4. Item D Confidential
5. Item E Confidential
6. Item F Confidential
7. Item G Confidential
8. Item H Confidential
9. Item I Confidential
10. Item J Confidential
11. Item K Confidential
12. Item L Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes
Meeting Date: June 13, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Approvals:

Payroll

AP1 ~ I move to approve one (1) FY21 Payroll Manifest in the amount of \$230,359.10 dated June 2, 2022, subject to review and audit.

Accounts Payable

AP2 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$42,895.96 dated June 7, 2022, subject to review and audit. (NH DMV

AP5 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$387,336.9 dated June 7, 2022, subject to review and audit. (Vendors)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of May 31, 2022.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2022.05.31 BOS_DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Tuesday, May 31, 2022, 6:30PM

Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo (remote), Selectman Tom Grella, and Selectman Danielle Pray

Also present: Town Administrator Dean Shankle, and Recording Secretary Kristan Patenaude

1. Call to Order

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

2. Pledge of Allegiance – led by Dan Veilleux, State Representative, member of the SRLD, and member of the Souhegan Cooperative School Board.

3. Citizen's Forum – none at this time

4. Acceptance of Resignation from SRLD

4.1. Eric Hahn Resignation Letter

Chairman Lyon read Eric Hahn's resignation letter into the record.

A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to accept, with deep regret, the resignation of Eric Hahn as a representative to the SRLD. Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

5. Board Appointment

5.1 SRLD Appointment – Eric Slosek

A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to appoint DPW Director Eric Slosek as a representative to the SRLD. Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

5.2 Library Trustee Appointments, Steve Mantius as Trustee Member, Antonia Dinkel as Alternate Member

Chairman Lyon explained that the Board of Selectmen appoints alternates to the Library Trustees. The Chair of the Trustees is requesting that the Board nominate Steve Mantius as a full-time member until the next vote in 2023, and Antonia Dinkel as an alternate to fill Mr. Mantius' position.

A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to appoint Steve Mantius as a regular member of the Library Trustees, with an end date of March 2023.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to appoint Antonia Dinkel as an alternate member of the Library Trustees, with an end date of March 2023.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

6. Scheduled Appointments

6.1 Steve Boczenowski, Amherst Congregational Church Town Common Use Request

Mr. Boczenowski explained that the Congregational Church’s Racial Justice group is proposing a historical reenactment of Frederick Douglass’ 1852 speech, “What to the slave is your Fourth of July?” This reenactment is being sponsored by the Black Heritage Trail of Portsmouth, NH. Last year 13 communities sponsored speeches. 15 communities will be sponsoring the speeches this year, including Amherst. A number of readers will be reenacting the speech, which will take approximately 1 hour. This will be read from the steps of the Congregational Church toward the street. The Congregational Church is requesting to close off that portion of the street in front of the Church for approximately 3 1/2 hours on that day. There is also a request to use a small portion of the Green for seating in the shade. The application has been amended so that there is no longer a request for food to be served on the Green for this event.

A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to approve the application for the Congregational Church for July 1, 2022, from 11:30am – 2:30pm, for a racial justice presentation.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

6.2 John Harvey, Amherst Conservation Commission, proposed trail at Buck Meadow

John Harvey, of the Conservation Commission (ACC), stated that his request is to create a trail through the Town-owned vacant lot 2-96, which is across from Parkhurst Place on Veterans Road, to be connected to Buck Meadow Conservation and Recreation Property. He is proposing to name this the Parkhurst trail, as Howard Parkhurst served for 19 years on the ACC. The 400’ trail is intended for the convenience of Veterans Road residents, especially those at Parkhurst Place, to connect with the Buck Meadow Conservation and Recreation Property. The proposed trail will follow ACC standards and Buck Meadow rules, such as following the flattest terrain on the site and discreet signage at appropriate places. He noted that the Board will be the one to determine how Lot 2-96, through which this trail is proposed, will be managed as it is not currently managed by the ACC. In regard to comments made by residents of the Buck Meadow condominiums, Mr. Harvey stated that there are no steep slopes on the proposed trail, and the trail will be constructed in a way to promote wildlife

habitat. While the trail may generate more foot traffic in the area, this would be better than additional parking within Buck Meadow itself. The trail could have a dangerous crossing from Parkhurst Place, so Mr. Harvey is requesting that the DPW mark the crossing with warning signs.

In response to a question from Chairman Lyon, Mr. Harvey stated that it is unclear if the proposed trail crosses the Buck Meadow condominium property at any point. A detailed survey would be needed to show this. His intention is only to extend the trail on Town-owned property. Chairman Lyon explained that the proposed trail may cross a corner of the condominium's property, but the deed has a permanent easement which allows current owners of Buck Meadow and the town to utilize it for crossing.

In response to a question from Selectman Stoughton, Mr. Harvey stated that he believes the ACC would be willing to manage Lot 2-96 if asked to do so by the Board.

In response to a question from Selectman Pray, Mr. Harvey stated that creation of this trail will be funded through the ACC budget.

Town Administrator Shankle stated that he believes the condominium owners and abutters should be notified, especially if management of Lot 2-96 is turned over to the ACC. Chairman Lyon noted that the Chair of the ACC has previously stated that he would reach out to the homeowner's association to receive their input on this proposal.

Selectman Stoughton noted that there are not currently any conservation restrictions on Lot 2-96. This is not a high value property for conservation, so the Board may wish to consider other possible uses for it prior to placing conservation restrictions on it.

6.3 SRLD Updates

Dan Veilleux explained that the cost of trash next year will be increasing from \$77/ton to \$90/ton, starting January 1, 2023. This is a 17% increase. It will then increase, per the contract, 4% per year. It will be important for the SRLD to find ways to save money on recycling and increasing trailer load weights. The costs per ton are increasing through tipping fees, fuel surcharges, and annual contractual increases in hauling rates. Recycling rates for Amherst in 2021 were 16.5%. In Q1 of 2022, these rates for the Town increased to 20%. In looking at surrounding towns, Brookline's rate for 2021 was 18.23% and 19.5% in Q1 2022; Mont Vernon's rate in 2021 was 15.71% and 17.5% in Q1 2022. The intention is to find ways for other towns to increase their recycling rates, along with changes in their operational practices to increase load weights. Some towns, such as Mont Vernon, do not have the compactors that other towns have in order to increase load weights. In the past, Hollis has sent out its trailers lighter than the Amherst requirements, because it is more convenient for the town. The SRLD is trying to sway towns to only send out loads when they are heavier. Approximately \$17,000 can be saved per year by increasing load weights and tonnages. This affects all towns within the SRLD.

DPW Director Eric Slosek explained that the deck at the Transfer Station needs to be treated to prevent slipping, as it isn't currently fully covered. This has led to additional costs due to the salt runoff causing rust issues with equipment. Roofing over the entire deck would help to keep the salt off. He noted that previous DPW Director Hahn has mentioned over the years different architectural designs for the deck that could be reviewed. DPW Director Slosek stated that compactor 2 needs to be refurbished. Zinc plates on the equipment could be used to deter rust. Routine maintenance is performed on Transfer Station equipment, including pressure washing and adding rust prevention. Refurbishment of compactor 2 will hopefully only take 3-4 weeks to complete, and he is confident that the other existing compactors will be able to handle the capacity while compactor 2 is down.

DPW Director Slosek stated that he has toured other transfer station facilities and believes that Amherst's facility is designed well. It is a unique facility because one can drive their car in and empty almost all trash and recycling without moving their vehicle. He noted that the DPW is trying to increase its recycling but is encountering problems due to contamination of specific kinds of recycling. He explained that glass costs \$40/ton to dispose of if it is clean, but \$150/ton to dispose of if contaminated. He asked that residents allow DPW workers to sort recycling, instead of trying to do it themselves.

Mr. Veilleux noted that the current facility in Keene which Amherst is sending its recycling to has a "three strikes and you're out" rule for contaminated recycling loads for the entire life of the business relationship. If this contract fails, Amherst will need to send its recycling to a facility in New London, likely incurring additional costs.

In response to a question from Selectman Grella, Mr. Veilleux explained that milk jugs have the highest rate of return for recyclables. The Transfer Station was only accepting limited plastics during the pandemic. All recyclable items are currently doing well in the market.

Selectman Grella suggested that the DPW update its signboard at the Transfer Station to educate residents on some of this information.

Selectman Pray asked how other towns are enticing residents to recycle. Mr. Veilleux explained that some towns use handouts. It is difficult to make changes at transfer stations because residents usually are not accepting of them.

In response to a question from Selectman Pray, DPW Director Slosek explained that Mont Vernon may send out loads that are not full to capacity due to the fact that it needs to have an empty trailer in anticipation of incoming loads. The concern in Hollis is that the access to its dumpster is located a long way across its transfer station site.

Selectman Pray stated that she would like to hear recommendations regarding the deck roofing, as this seems to be impacting the Transfer Station equipment. DPW Director Slosek stated that this will be a large and complex project, which could be done incrementally.

In response to a question from Selectman Stoughton, Mr. Veilleux stated that the breakdown of the responsibility for each transfer station between the towns and the SRLD is based on the tons of trash generated by each town. Costs of revenue for recycling are based on rates

generated by the town. DPW Director Slosek stated that Amherst's Transfer Station facility is owned by the Town itself, but the landfill itself, which is closed, is the responsibility in perpetuity by all four SRLD towns.

In response to a question from Selectman Stoughton, DPW Director Slosek stated that the Transfer Station seems to be seeing less incoming trash due to private trash services being used by residents. However, as the general population in Town increases, so will the amount of trash being brought to the Transfer Station.

Selectman Stoughton suggested that the DPW look at its upcoming capital projects and get them into the Capital Improvement Plan. If any of these projects are in response to growth in the Town, it may be possible to recoup some of the money through impact fees.

In response to a question from Selectman Stoughton, DPW Director Slosek stated that he is sure some nonresidents occasionally use the Transfer Station, however staff is trained to look for Town stickers on vehicles. This can be a hard thing to police.

Chairman Lyon suggested that the DPW continue to pursue public education through items such as handouts and social media. He believes that many want to do the right thing in terms of recycling and that it is worth considering what makes the most financial sense. He asked that will there be a report from the SRLD to the Board quarterly.

7. Administration

7.1 Administrative Updates

Town Administrator Shankle stated that a draft Administrative Impact Fee Policy document has been assembled by Selectman Stoughton. This will be up for discussion at the Board's next meeting. He also noted that Comstar, the Town's ambulance billing company, was subject to an information leak regarding their transports. The Town's insurance company, Primex, is working on this item.

Town Administrator Shankle stated that Cobbler Lane has had three houses test above the PFAS exceedance levels. This is important because these houses are likely tied to the previous use of foam at the Fire Station nearby. As this problem was caused by the Town, he is having Monadnock Water delivered to residents until filtering can be set up at their houses. He does not believe that it will be possible to bring Pennichuck Water down Amherst Street to Cobbler Lane at this time. This is not an item that the State PFAS remediation funding will be used for, as it is clear that it is the Town's burden.

7.2 PFAS Program Discussion

Town Administrator Shankle stated that he recently spoke with Amy Rousseau, DES, and that the State has pledged to increase its PFAS remediation funding up to \$5,000 for a point of use filtration system, and \$10,000 for a service connection system. DES has guaranteed that all towns in the State will be covered under this funding. It is unclear as to when the State program will be up and running.

The Board agreed to withdraw the Town's proposed PFAS remediation funding program, contingent upon final approval of the State program.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to direct the Town Administrator to inform DES upon final approval of the State's new PFAS program that the Town will withdraw its PFAS program grant application.
Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

8. Staff Reports

8.1 DPW Semiannual Update

DPW Director Slosek gave his semiannual update. He explained that he met with DPW staff to make clear the goals and directions of the Department. He explained that the utmost priority of the Department is to build a team and work collaboratively. DPW Director Slosek stated that the winter included challenging weather such as rain, freezing rain, and sleet events. The DPW was able to stay within its budget for salt. The price for salt rose from \$49.50/ton to \$72/ton last fall. The Town's per storm average of salt in tons is the lowest it has ever been, at 70.95 tons/storm. Due to the cost of salt, it is important to conserve as much as possible, leading the DPW to meticulously calibrate equipment pre and post storm events. The DPW has been effective at using a 50/50 sand/stone mix for the past few years. The State's Green SnowPro program has also been instrumental for the Town. DPW Director Slosek stated that he believes hiring outside contractors will be a challenge this year. The department will advertise for these positions early.

In regard to bridges, DPW Director Slosek stated that the Boston Post Road twin culverts were replaced in December. This project was a success and completed in under 2.5 weeks. The DPW is planning for replacement of the Mont Vernon Road bridge and the Thornton Ferry Road I bridge in 2023 and 2024. Over the winter the Town was randomly selected by the State for "Mobile" funding from the federal government for the Thornton Ferry Road I bridge project. This funding will pay for 100% of the construction and construction engineering costs. This is estimated to save the town approximately \$250,000. The Spring Road culvert repair project was put out to bid this spring, but unfortunately the Town was unable to attract any bids. He will likely put this item out to bid again in the fall.

In terms of the Department's fleet, it is comprised of over 24 vehicles and pieces of equipment. The grader recently needed extensive repairs totaling \$35,000. The current replacement plan calls to replace the grader in 2031. He believes the plan needs to be updated so that the grader can be replaced sooner in order to avoid more extensive repairs. The backhoe also needed a costly repair over the winter, at \$30,000. He would like to explore the possibility of establishing a Capital Reserve Fund (CRF) for vehicle/equipment repairs.

Regarding buildings, the DPW has an ongoing project to update the Town Hall ERV system. An RFP will be put out shortly for this project. Significant progress on the new DPW mechanic's garage was made over the winter and the new building is now ready for use. DPW has also aided the Recreation Department with improving the Buck Meadow building.

Selectman Pray asked that the Board be presented with equipment and vehicle repair figures for the past five years.

In response to a question from Selectman Stoughton, DPW Director Slosek stated that plowing contractors are paid at an hourly rate and bring their own trucks and fuel. Selectman Stoughton suggested that if the Town provides fuel for these contractors at a lower rate, there may be more interest.

Selectman Stoughton noted that he is unsure if a CRF could be used for vehicle and equipment repairs, as these are operation and maintenance expenses not capital items.

Chairman Lyon noted that there will be future bridge work proposed for Brook Road in 2026 at the cost of approximately \$1M. An additional bridge on Northern Blvd may be subject to Planning Board and Zoning Board pending applications. The Board needs to think about seeking authorization to bond the Brook Road project. He noted that past DPW Director Eric Hahn had toyed with the idea of renting a grader as needed. He would also be reluctant to create a CRF for DPW vehicle and equipment repairs.

8.2 DPW Pickup truck purchase

DPW Director Slosek explained that the DPW desires to purchase a new pickup truck to replace an existing truck. The new truck is a 2022 Chevy Colorado Crew cab 4x4 and would replace a 2012 Ford F250 extended cab 4x4. This truck is used by the Buildings & Grounds Foreman to support those operations. No plow equipment is needed for this truck. The planned replacement cost for this truck is \$40,000. The total cost to the town is \$23,580.20 after a \$7,000 trade-in and \$150 delivery fee. He requested Board approval to order the truck now, with the understanding that the truck will not be paid for until after July 1, 2022, when the FY23 budget funding is available for its purchase.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to authorize the purchase of a 2022 Chevy Colorado Crew Cab 4x4 from Colonial Ford, for the amount of \$23,580.20. This purchase price includes a trade-in value of \$7,000 for our existing 2012 Ford F-250 extended cab pickup. This truck will be paid for using FY23 budget funds after July 1, 2022, from 01-4312-70-2740 New Equipment Capital. Further, to authorize the Town Administrator to sign all related documents for this purchase. Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

8.3 New Hire - Full Time Patrolman

Police Chief Mark Reams stated that he is requesting approval to fill the existing full-time police officer vacancy within the Department's roster (position vacant since October 2021 due to an ordinary resignation). Candidate Ryan Gallagher is highly recommended and has met all criteria for appointment to the position of full-time police officer. Mr. Gallagher is also previously certified as a full-time Police Officer.

In response to a question from Selectman D’Angelo, Police Chief Reams explained that the candidate previously worked in a security capacity for the federal government, and recently for the town of Mason Police Department.

A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to appoint Mr. Ryan Gallagher to the position of Full -Time Police Officer, effective June 1, 2022.
Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

8.4 APD Biannual Report

Chief Reams presented his semiannual report. He explained that the Department's goals are to reduce neighborhood property crime, increase traffic safety along Town roads and through residential areas, reduce the use and availability of illicit drugs, and maintain professional policing standards and level of service.

Regarding the first goal, the Department's original goal aimed at reducing residential property crime by 15% over the course of 4-5 years. Residential property crime has dropped every year since 2015, with the exception of an uptick in 2020 attributed solely to theft or vandalism of political signs during a contentious election year. Residential property crime has decreased a total of 59% from 2015 - 2021.

Regarding increasing traffic safety, a 2021 survey showed an increase from a 75% to 80% approval rating for traffic enforcement since the previous 2019 survey. A steady officer presence is still required along the two major State roads due to enormous traffic volume. Agency efforts aimed at improving traffic safety along Town roads include an increase in enforcement presence from 10-15% by 2021. The agency was unsuccessful in reaching the goal of at least 52% Town road enforcement for 2020, due to COVID-19. The return to more routine operations in 2021 allowed for increased engagement and roadside enforcement presence along Town roads and neighborhoods achieving the desired goal. He noted that 89% of traffic stops result in warnings instead of citations.

Regarding reducing the availability of illicit drugs, the Department's drug enforcement efforts have always focused on drug resistance education and aggressive investigation/arrests of drug offenders. The Department goal was to increase major drug arrests by an average of roughly 15% each year through 2020, and this has now shifted forward to at least 2022. He explained that the County Task Force went unfunded for 2020 and its operations were suspended. The Task Force operations were resumed in October 2021 and are currently ongoing. There does seem to be a trend toward fewer drug related incidents.

Regarding maintaining professional policing standards and a level of service, a biennial community survey has been conducted in 2013, 2015, 2017, 2019, and 2021. The 2021 community survey results showed a 96% approval rating for overall service of the Department. Phase I of the Police Station renovation was completed in January 2021. The contract for Phase II of the project was approved in April 2022. Build-time is expected to last 11-12 weeks, although lead times on some materials will likely extend the final completion date by several weeks. The Department’s Strategic Plan over the last two years has addressed ongoing body worn camera (BWC) discussions. State grant funding for BWC programs was implemented in August of 2021, with application guidelines established just three months ago. The Town's grant application for up to a \$50,000 reimbursement has been filed in anticipation of a July 1, 2023, BWC program implementation.

Chief Reams explained that the Public Safety Communications Center has made a steady increase in caller satisfaction rating, reflected in four biennial surveys beginning in 2013 (81%) through the most recent 2021 survey (93%). The Communications Capital Reserve Fund was established to address major repairs and long-term equipment replacement. Approximately \$95,000 was expended on major repairs over the last four years. Voters again supported a continued annual CRF contribution of \$25,000 for FY23.

Selectman Stoughton noted that the Police Department conducts a lot of traffic stops, upwards of 30/day. At the same time, the Department has achieved a 96% satisfaction rating from the public. This demonstrates the professionalism of the force. He stated that the Police Department has already been in touch with the SAU regarding school safety. He thanked the Department and noted that the Board will support any recommendations it has to keep children safe in schools.

8.5 Hiring of A-EMT

A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to hire A-EMT Michelle Othot at the recommendation of Chief Matthew Conley.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

8.6 Hiring of a Call Firefighter

A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to hire Spencer Wright as a call firefighter at the recommendation of Chief Matthew Conley.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

8.7 COVID 19 Task Force Update

Jennifer Stover stated that on May 19th, COVID levels in Hillsborough County rose to a high level. At one point the Town had three employees test positive all at once. The COVID-19 Task Force has been following the CDC guidance, moving toward a mask requirement in Town buildings due to the high level of COVID-19 in the county. As levels are coming down again, this may be altered within the next couple of weeks.

Craig Fraley, Director of the Recreation Department, explained that he has concerns regarding the mask mandate with upcoming summer camps. 90% of the time summer camps are outside but there is a concern if they need to be held indoors. None of the schools currently have a mask mandate in their buildings and parents seem to feel comfortable with this choice. The schools have no intention of requiring masks for the rest of the school year or for their summer programs. While he understands a mask mandate being needed while standing in line at Town Hall, he believes this would hurt the camp setting severely and many will pull their children out of the programs.

Amy Lapointe, Library Director, stated that the mask mandate is also problematic for the Library. Staff is working to get people back into the Library and requiring masks may be off-putting to many while it is not currently the norm in public. She believes the Library has been

successful in employing a model of choice in masking. She will share the recommendation of the Task Force with her staff but will not be mandating masks in the Library.

Selectman Stoughton stated that he has reviewed the CDC recommendations and reads them as advice to individuals, but not as advice to local governments to require of others. He believes that a mask mandate in Town buildings is more restrictive than what the CDC is recommending. At the current stage of COVID-19, there are tools available to the public such as vaccines, masks, and tests, which were not available early on in the pandemic. He is comfortable with letting individuals make their own choices.

Selectman Pray noted that this mask mandate requirement seems like it would be very problematic for the Recreation Department and the Library.

Chairman Lyon stated that, while he is hesitant because of the Board's responsibility to their employees, he believes individuals have the tools and knowledge in the current situation to not mandate masks in Town buildings. He encouraged the Task Force to post and repeat CDC language in Town buildings.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella with respect to masks, that in conditions medium and high, until further action from the Board, mask use be optional and that all persons be encouraged to respect the right of others to wear/not wear masks.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

9. Approvals

9.1 Atlas Fireworks, Application for Sales Permit

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to approve the permit application from Atlas Fireworks.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

9.2 Baboosic Lake Community Septic Warrants

A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to approve and sign the Baboosic Lake Community Septic Warrants due July 1, 2022 as follows:

Phase I \$ 2,042.52

Phase II \$ 5,381.48

Phase III \$ 6,643.22

Phase IV \$ 4,729.77

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

9.3 Assessing

Elderly Exemption

Item A.

The attached application has been reviewed by our Assessor and our Assessor recommends denying the exemption because the applicant failed to provide the documentation required to support the exemption.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny the Elderly Exemption for Map 002, Lot 073-041-43 for the 2022 tax year. Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Abatement Land Use Change Tax

Item B.

Land Use Change Tax was assessed twice on the same property. The second bill was never sent. This abatement corrects the error in the books, but no refund is due to the taxpayer.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the 2021 abatement for Map 006 Lot 0079-021 in the amount of \$13,300.00.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Land Use Change Tax

Item C.

The attached Land Use Change Tax has been reviewed by our assessor and our assessor recommends approval. The Land Use Change Tax in the amount of \$25,000 represents 10% of the full and true market value of \$250,000.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the LUCT in the amount of \$27,000 for Tax Map 005 Lot 059-036.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Item D.

The attached Land Use Change Tax has been reviewed by our assessor and our assessor recommends approval. The Land Use Change Tax in the amount of \$27,000 represents 10% of the full and true market value of \$270,000.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the LUCT in the amount of \$27,000 for Tax Map 005 Lot 059-025.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Item E.

The attached Land Use Change Tax has been reviewed by our assessor and our assessor recommends approval. The Land Use Change Tax in the amount of \$27,000 represents 10% of the full and true market value of \$270,000.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the LUCT in the amount of \$27,000 for Tax Map 005 Lot 059-026.
Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Item F.

The attached Land Use Change Tax has been reviewed by our assessor and our assessor recommends approval. The Land Use Change Tax in the amount of \$20,000 represents 10% of the full and true market value of \$200,000.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve the LUCT in the amount of \$20,000 for Tax Map 002 Lot 170-037.
Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously

Levy of the July 2022 Tax Warrant

Item G.

Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to approve and sign the July 2022 Tax Warrant in the amount of \$24,887,421.00.
Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

Abatement

Item H1.

The following abatement request has been reviewed by Vision Government Solutions Inc. and KRT Appraisal, and both recommend denial. The taxpayer did not provide any support for the abatement request. The appraiser contacted the taxpayer to discuss the request and did not obtain information to support the application.

For these reasons and the reasons set forth in the appraiser’s memo, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny the 2021 abatement applications for Tan Map Lot 002-166-016.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

Item H2.

The following abatement request has been reviewed by Vision Government Solutions Inc. and KRT Appraisal, and both recommend denial. The taxpayer sought a reduction in the assessment because of poor condition of the residence. KRT Appraisal did an onsite interior inspection and concluded the condition, and the appraisal are consistent. The taxpayer also sought an abatement on grounds unrelated to the valuation of the property and that are more appropriately addressed through exemption and other deferral requests in the first instance.

For these reasons and the reasons set forth in the appraiser’s memo, A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny the 2021 abatement applications for Tan Map Lot 004-014-016.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

9.4 AP, Payroll, Minutes

Payroll

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Payroll Manifest in the amount of \$219,299.75 dated May 19, 2022, subject to review and audit.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

Accounts Payable

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$161,793.08 dated May 10, 2022, subject to review and audit.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$231,160.45.00 dated May 24, 2022, subject to review and audit. (Vendors).

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$3,037,681.00 dated June 1, 2022, subject to review and audit. (Schools)

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Pray and SECONDED by Selectman D’Angelo to approve the Board of Selectmen meeting minutes of May 9, 2022, as submitted.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

10. Action Items

The Board reviewed its action items.

11. Old/New Business

Selectman Stoughton stated that the Planning Board was recently presented a citizen’s petition for a 1-year moratorium on all building permits and subdivision approvals in Town. If the Board votes to recommend this item, it will come before the voters in March of next year.

A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to adjourn the meeting at 9:35pm.

Roll Call Vote: Chairman Lyon – aye; Selectman Grella – aye; Selectman D’Angelo – aye; Selectman Pray – aye; and Selectman Stoughton – aye. 5-0-0; motion carried unanimously.

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NEXT MEETING: Monday, June 13, 2022

Selectman Danielle Pray

Date

DRAFT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Annual Dog Warrant, 2022

Department: Administration

Meeting Date: June 13, 2022

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Dog Warrant 2022

TOWN OF AMHERST

DOG WARRANT

JUNE 13, 2022

To: Amherst Police Department

From: Board of Selectmen

Attached is a list of dog owners who have failed to license their dogs pursuant to NH RSA 466:1. You are hereby ordered to issue a civil forfeiture for each unlicensed dog. The civil forfeiture may be sent by certified mail, or delivered in hand, or left at the abode of the dog owner. The cost of the service shall not exceed \$5.00 and may be recovered by the Town of Amherst in addition to the amount of the civil forfeiture. The Police Department has the authority to seize any unlicensed dog which will be held in the town's holding facility for a period of 7 days, after which full title to the dog shall pass to the facility, unless the owner of the dog has, before the expiration of the period, caused the dog to be licensed. The owner shall pay the facility a necessary and reasonable sum per day, as agreed upon by the Board of Selectmen and the facility, for each day the dog has been kept and maintained by the facility, plus any veterinary fees incurred by the facility for the benefit of the dog. Before any unlicensed dog is seized, a written warning shall be given to the dog owner.

NH RSA 466:14
