



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, JUNE 12, 2023 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Hearing: Traffic Ordinance**
 - 3.1. Traffic Control Regulation
- 4. Citizens' Forum**
- 5. Board Appointment: Recreation Committee**
 - 5.1. Matt Goddard, Recreation Commission
- 6. Scheduled Appointments**
 - 6.1. New Interim Town Moderator, Peter Moustakis
 - 6.2. Amy Facey and Tom Gauthier, ABS Request for Impact Fees
- 7. Administration**
 - 7.1. Administrative Updates
 - 7.2. Village Streets Committee, proposed charter
 - 7.3. 2023 Impact Fees Update
 - 7.4. Sick Leave Policy, Updated Proposal
 - 7.5. Unassigned Fund Balance discussion, continued
 - 7.6. PFAS Update
- 8. Staff Reports**
 - 8.1. Purchase EX Mark Lazer X 72" Mower with Bagging System
 - 8.2. Kubota Tractor Purchase
 - 8.3. Crack Sealing Bid
 - 8.4. Line Striping Bid

- 8.5. Stop Bars Bid
- 8.6. Conditional Pay Increase - DPW Employee
- 8.7. Encumbrances
- 8.8. Loan Documents for Land Purchase
- 8.9. Post-Issuance Tax Compliance Policy & Procedures for Tax-Exempt Obligations
- 8.10. Authorization to sign Land Purchase closing documents

9. Approvals

- 9.1. Request to Waive Interest
- 9.2. Request to Waive Repayment of Assistance
- 9.3. Hawkers and Peddlers Permit Request: Dalton Reynolds, Fox Pest Services
- 9.4. Town Common Request, Tree Lighting 2023
- 9.5. AP, Payroll and Minutes

10. Action Items

- 10.1. List

11. Old/New Business

Adjournment

Next Meeting: June 26, 2023

You are invited to a Zoom webinar.

When: Jun 12, 2023 06:30 PM Eastern Time (US and Canada)

Topic: 6/12/23 BOS Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84471673555>

Or Telephone: +1 646 931 3860

Webinar ID: 844 7167 3555

TOWN OF AMHERST, NH
Board of Selectmen

NOTICE OF PUBLIC HEARINGS

**The Barbara Landry Meeting Room- 2 Main Street
Monday June 12 at 6:30 PM and Monday June 26 at 6:30 PM**

Pursuant to the authority granted to the Board of Selectmen of the Town of Amherst by virtue of NH RSA's 31:39, 41:11, and 47:17 for the purpose of enforcing and regulating traffic, the following traffic control regulations are hereby proposed for the Town of Amherst:

Traffic Control Regulation: The Board will hear input from citizens regarding the need for traffic controls at the following locations:

1. *A maximum speed limit of 25 M.P.H. for Boston Post Road between the intersections of Sunset Avenue and New Boston Road.*

All citizens are invited to attend.



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: RECREATION

Applicant Name: MATT GODDARD

Residence Address: 23 CRICKET HILL DRIVE, AMHERST

Mailing Address: SAME

Best Telephone: 603-913-3700
(Cell or home)

E-mail Address: matt.goddard@gmail.com

Time Available – Estimated number of hours pe month: 2-6

Other Boards/Committee/Commission you have served on (may include other cities/towns):

President of 300 home HOA in Georgia.
on Integrity and Judicial Committees at NHCTC

To complete your application, please submit a separate Letter of Intent with this form, describing your interest in the position you are applying for and what qualities/experience you will bring to the board to help with its goals and mission.


Signature

5/30/2023
Date

Please return this form and requested statements to:

Jennifer Stover
Town of Amherst
2 Main Street
Amherst, NH 03031

or e-mail: jstover@amherstnh.gov



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: Amy Facey and Tom Gauthier, ABS **Department:** Administration
Request for Impact Fees

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. ASB Request for Impact Fees_signed
2. 05 16 2023 Amherst minutes with summary

SCHOOL ADMINISTRATIVE UNIT THIRTY-NINE



Amherst, Mont Vernon, and Souhegan Cooperative School Districts

STEVEN CHAMBERLIN
Interim Superintendent of
Schools

CHRISTINE M. LANDWEHRLE
Assistant Superintendent

MARGARET A. BEAUCHAMP
Director of Student Services

AMY FACEY
Business Administrator

Date: May 17, 2023

Re: Request for Use of Impact Fees for Elementary School Renovation Project

Dear Amherst Board of Selectmen,

The Amherst School Board at their May 16, 2023 authorized a request to the Board of Selectmen for impact fees to fund Architectural and Engineering (A&E) Fees for the Clark Wilkins and Amherst Middle School renovation projects in the amount of up to \$135,000.

The Clark Wilkins and Amherst Middle School renovation projects are proposed public capital facilities projects that will be owned and operated by the Amherst School District and will have a useful life of approximately 50 years. This request is to fund architectural design and engineering costs to determine facility options for these projects. Options include, but are not limited to:

- A major addition project with reduced square footage than what was previously proposed for the elementary school project. This project maintains only the existing multi purpose room of the existing facility.
- A major addition project that includes an additional structure to the existing elementary school.
- Renovation projects at the Amherst Middle School.

An elementary school project has fallen short of the approval threshold for bonded debt at the last two town elections, and the Amherst School Board has determined that additional options need to be considered. This request is for A&E Fees to engage with architectural and engineering professionals to develop school renovation options and provide estimated costs.

We understand there is currently approximately \$225,000 in impact fees collected for schools in Amherst. The apportionment of funds between the Amherst and Souhegan Cooperative School Districts has historically been 60% to Amherst and 40% to Souhegan. The Amherst School Board therefore requests up to 60% of the available funds or \$135,000 for the A&E Fees.

Please let us know if you would like members of the board and/or SAU administration to attend a Board of Selectmen meeting or if you need any further information.

Thank you,

Tom Gauthier

Tom Gauthier,
Amherst School Board, Chair

Signature Certificate

Reference number: ZE94O-UEFXN-ZNCYS-DQQBD

Signer

Timestamp

Signature

Tom Gauthier

Email: tgauthier@sau39.org

Sent:

17 May 2023 14:34:28 UTC

Viewed:

18 May 2023 13:28:48 UTC

Signed:

18 May 2023 13:33:48 UTC



Recipient Verification:

✓ Email verified

18 May 2023 13:28:48 UTC

IP address: 69.84.91.236

Location: Portsmouth, United States

Document completed by all parties on:

18 May 2023 13:33:48 UTC

Page 1 of 1



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Amherst School Board

Tuesday, May 16th, 2023

Meeting Minutes- Not Approved

Attendance

Administration: Steven Chamberlin- Interim Superintendent, Amy Facey- SAU #39 Business Administrator, Assistant Superintendent- Christine Landwehrle, Kathleen Murphy- CW Principal, Kristen Gauthier- AMS Principal, Amy Hanson-AMS Teacher AMS Teacher, Dustin Grant- AMS Teacher, Larry Ballard- AMS Teacher, Kevin Swift- AMS Teacher and Karin Alger- CW Teacher.

Amherst School Board Members: Ton Gauthier- Chair, Jason White- Vice Chair, Victoria Parisi- Secretary, Terri Behm and Shannon Gascoyne.

Meeting Minutes: Danae A. Marotta

Public: John Bowkett, Buildings and Grounds Representation, 1 Windsor Drive, Amherst NH, and ASD Students and families, Mr. Matt Smith, and Mr. Chris Clorite- EEI

Meeting Summary:

- The Board started their meeting with a Public Hearing under RSA 198:20-b to accept funds from Federal and Food Service Grants per RSA 198:20-b. The Board motioned under RSA 198:20-b, to accept and expend up to \$673,645 from federal and food service grants.
- The Board recognized ASD students.
- The Board and the AEA Negotiation Team signed the AEA Contract.
- The Board approved the following items in the Consent Agenda: 1. CW May Principal's Report, 2. AMS May Principal's Report, 3. ASD April Facilities Report, 4. Gr. 5 Social Studies Curriculum, 5. Gr. 6 Social Studies Curriculum, 6. Gr. 7 Social Studies Curriculum, 7. Gr. 8 Social Studies Curriculum, 8. Unanticipated Revenue \$1,300, and 9. April 11th 2023 Draft Minutes.
- Mr. Matt Smith and Mr. Chris Clorite presented the board information on roof and HVAC for the Middle School. The Board motioned to authorize the Superintendent and Business Administrator to enter into negotiations with EEI to begin phase H of the AMS project.
- SAU #39 Business Administrator, Ms. Amy Facey, presented on Impact Fees. The board motioned to authorize request to the Amherst Board of Selectmen for impact fees to be used for Architectural and Engineering Fees for Clark Wilkins and the Amherst Middle School in the amount of up to \$135,000.
- Ms. Facey updated the Board about the Lead Mitigation Grant.
- Interim Superintendent, Mr. Steven Chamberlin, updated the board on the Unassigned Fund Balance and the Default Budget. There will be more discussion at the June meeting.
- Chairman Gauthier adjusted the agenda, and the board did not discuss the District Evaluation and Assessment and Board Goals.

- 43 • Mr. Chamberlin discussed the stipends. The board motioned to increase the stipend
44 amount by 2%.
- 45 • The Board motioned to approve the nominations as presented and resignations with
46 regret.
- 47 • The Board motioned to approve policies GBED: Prohibitions Regarding Use of Tobacco
48 Products, E-Cigarettes, and E-Liquids In and On School Facilities and Grounds, and
49 GCEB: Administrative Staff Recruiting, and GCF: Professional Staff Hiring.

50

51 I. Open Public Hearing

52 Mr. Tom Gauthier noted that they are going to start their regular meeting with a Public Hearing
53 under RSA 198:20-b to accept funds from Federal and Food Service Grants per RSA 198:20-b.

54 **Mr. White motioned to open the Public Hearing. Ms. Gascoyne seconded the motion.**

55 Mr. Gauthier asked Ms. Parisi if she was alone and if it was impractical for her to be here.

56 Ms. Parisi replied that she was alone, and it was impractical for her to attend the meeting.

57 **Roll Call: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes. Motion**
58 **passed.**

59 Interim Superintendent, Mr. Steven Chamberlin, commented that this is an exercise in full
60 transparency. In communicating with the community about what we receive and how we expend.
61 I appreciate SAU #39 Business Administrator, Ms. Amy Facey, and all of her work. There is a
62 comprehensive memo to support this work. I know this community values transparency and
63 wants to know what they receive.

64 Ms. Facey commented that you have a memo and a grid in your board packet just to explain
65 school budgeting. We operate on a gross budget basis which means that we are not allowed to
66 spend a penny more than what was budgeted unless we accept those revenues and if we accept
67 those revenues we can expend those revenues. They're added to both the revenue side and the
68 expenditure side which increases the budget and what we're able to spend. For the FY 23 budget
69 there was \$313, 000 that was allotted to special revenue which is grants. The remainder of our
70 \$31, 819, 908 budget was to the general fund and the food service fund. Throughout the year the
71 board has received an additional almost \$16 000 in local grants and donations and those are
72 presented in your consent agenda in regular meetings. Those funds increase the special revenue
73 budget to \$328,935. Throughout this fiscal year we've also been allocated additional federal and
74 state grants in excess of what was anticipated at budget time. There are also some prior year
75 grants that have not been fully expended. Those just roll on to the next year, so we want to be
76 able to take advantage of those funds and be able to expend them in FY 23 if needed.

77 Just a couple things that were different this year, we received a Food Service Supply Chain Grant
78 in May of 22 and that was deferred to FY 23 and that is for milk and produce. Those funds have
79 been just about all expended this year. We also will receive a second allocation of a little over
80 \$37, 000 as well.

81 Ms. Facey reviewed all of the grants. You can see what was approved from what was actual. We
82 expend the oldest year first and then move forward.

83 It is important to realize that federal grants are not allowed to supplant budgeted costs. We are
84 not able to just take these funds and apply them to the budget. We are only allowed to
85 supplement activities within the budget. The one exception is the ESSER III grant where we
86 were actually able to use those funds for items that were budgeted. The Safe grants are used for
87 access control. They have some access control software and other entryways that are being
88 updated as well as visitor recognition software that is being added.

89 Ms. Facey added that she would be happy to answer questions.

90 Mr. Gauthier asked for board questions.

91 Ms. Gascoyne asked if this was a new process and will they see some of them again next year.

92 Ms. Facey replied that they are doing a little catch up and the motion is to spend up to a certain
93 amount. Whatever they don't spend the board will see in another public hearing.

94 Ms. Gascoyne asked if there was a grant that was not spent.

95 Ms. Facey replied that some grants are two year grants, and it is intentional for a larger program.

96 Mr. White asked about stipulations of the grants and what we might be able to use these for.

97 Mr. Chamberlin replied that they are all very directed grants. Ms. Facey, Assistant
98 Superintendent Landwehrle and SAU #39 Finance Director, Ms. Katie Hannan are very diligent
99 about following the grant guidelines.

100 Ms. Facey added that these are federal funds administered by the NH Department of Education.
101 We do monthly reporting; it is pretty extensive.

102 There were no further questions.

103 Mr. Gauthier asked for public input.

104 There was no public input.

105 II. Close Public Hearing

106 **Mr. White motioned to close the Public Hearing. Ms. Gascoyne seconded the motion. The**
107 **vote was unanimous, motion passed.**

108 **Roll Call: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

109 III. Open Regular Meeting

110 **Chairman Gauthier opened the regular meeting at 6:13PM.**

111 **Mr. White motioned under RSA 198:20-b, to accept and expend up to \$673,645 from**
112 **federal and food service grants. Ms. Gascoyne to second the motion. The vote was**
113 **unanimous. Motion passed.**

114 **Roll Call: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

115 IV. ASD Student Recognition

116 The board recognized the 7th grade student that won the AMS Spelling Bee and the students that
117 won the Invention Convention with their Squishy Stopper invention. They congratulated them
118 for their accomplishments.

119 V. Contract Signing

120 Mr. Gauthier commented that the AEA Negotiation Team is in attendance. We started
121 negotiations in last June and had some conversations and noted the ground rules to be able to
122 come up with a contract for teachers. Last year's 4 year contract did not pass, and they went back
123 to the drawing board and started to work again. They had 15-20 meetings and just before
124 Christmas came up with a deal.

125 The Board thanked the taxpayers for their support.

126 The Board and the AEA Negotiation Team signed both documents.

127 VI. Public Comment I of II

128 No Public Comment

129 VII. Consent Agenda

130 **Mr. White motioned to approve the consent agenda items 1. CW May Principal's Report,**
131 **2. AMS May Principal's Report, 3. ASD April Facilities Report, 4. Gr. 5 Social Studies**
132 **Curriculum, 5. Gr. 6 Social Studies Curriculum, 6. Gr. 7 Social Studies Curriculum, 7. Gr.**
133 **8 Social Studies Curriculum, 8. Unanticipated Revenue \$1,300, and 9. April 11th 2023**
134 **Draft Minutes. Ms. Gascoyne seconded the motion.**

135 Ms. Parisi commented on the summer reading website and supporting literacy. It was great to
136 see. She congratulated the person who created the PD flyer, the description shows a productive
137 use of time.

138 Ms. Gascoyne congratulated Principal Gauthier on a successful Transition Night and how the
139 NJHS students helped with the tours of the building. She had the opportunity to have Manifest
140 training which was very beneficial. She appreciated the time it took to put together.

141 Ms. Behm asked about the legislative committee session.

142 Principal Murphy remarked that she is a member of the Board of the New Hampshire
143 Association of School Principals. It's a volunteer opportunity to work with other principals
144 across the state and I was invited to join a legislative committee session focused on a work group
145 around teacher retention in the State of New Hampshire. They had stakeholders attend, the
146 Principals Association attend with a few of us as representatives, Superintendents from
147 throughout the state, representatives from the Special Ed Administration Association. They'll
148 have multiple sessions as they're trying to dig in at the legislative level about retention of
149 teachers in New Hampshire. They're exploring things like our salary compared to other states,
150 opportunities for loan forgiveness for teachers, how New Hampshire compares with other states,
151 the current climate in schools and how are we recruiting and retaining teachers. It was a great

152 session. Many of the state representatives and state senators were involved, Ruth Ward was
153 leading this work.

154 Ms. Behm asked Principal Gauthier about Ecology School.

155 Principal Gauthier replied that the second half of the group is up this week along with students
156 from Mont Vernon. Last week they had a great week, and this week is so far so good. She will be
157 attending the Teacher Institute this summer.

158 Ms. Behm asked about the school beautification.

159 Principal Gauthier responded that they have not had any significant issues of vandalism recently.
160 She noted the work on the bathrooms.

161 Ms. Behm applauded Principal Gauthier for allowing the students to have voice and choice. She
162 thanked the PTA and the parents for teacher appreciation.

163 Ms. Gascoyne remarked that she is the PTA Liaison, and they are supporting the 4th Grade Fond
164 Farewell and the 8th Grade Graduation activities.

165 Ms. Behm asked about teacher support regarding the additional laws from the state over what
166 they can and cannot discuss.

167 Ms. Landwehrle replied that law was passed a little over or just about a year ago and was
168 actually to help protect teachers. They got the details in July and August and the 7th grade
169 teachers are feeling supported. With 8th grade it is a little tricky, they do U.S History and
170 sometimes need support. There were a lot of questions around the Bill of Rights, and she has
171 provided support for the teachers. It is ongoing conversations and them reaching out.

172 There were no additional questions. The Board thanked the Principals.

173 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

174 **Motion passed.**

175 VIII. Superintendents Report

176 Mr. Chamberlin noted that he wanted to bring a couple things to the board's attention. The board
177 had mentioned to get some feedback from the planning board, so I did. I did meet with a
178 developer this week who's in the stage of significant development and I met with them several
179 times. What was interesting was that they are trying to figure out how many kids would we
180 expect from a big development, a 60 person development. Currently it's 0.43, Founders Way has
181 .43 students per home. For every two homes you get about one child. In a 60 person development
182 there will be about 30 kids which is just interesting. One of the things that he's seeing is people
183 are moving in Amherst without kids which is interesting.

184 The other piece is taking a look at the trends. The leadership team has begun the process of
185 procuring the Special Education Trend Report, a service of the New England School
186 Development Council (NESDEC). It is a perfect time to get a trend report and gives them a basis

187 for where they are. There is a trend for RSEC and also for funding over 5 or 6 years. It is a big
188 data collection. It is a good summer project, and they will be updating the board.

189 The board thanked Mr. Chamberlin.

190 IX. Facilities Discussion

191 Ms. Gascoyne noted that in the Amherst School District post-election survey that happened in
192 2022, not the survey that we have open now, the one last year the highest rank priority was
193 quote "fixing the leaking roofs" which the District, administration, building and grounds
194 committee and School Board determined we're really making our schools watertight specifically
195 AMS. In response, the SAU, Amherst School Board and Building and Grounds Committee have
196 been working towards a phased approach to address the roof at AMS along with the HVAC
197 system. We have Mr. John Bowkett who is part of our Amherst Building and Grounds
198 Committee with us tonight.

199 As a reminder, the unit ventilator leaks that led to the displacement and disruption of students at
200 the beginning of this school year and last spring are many of those units are original to our
201 building which we broke ground on at AMS 50 years ago. We have been in consultation with
202 Energy Efficient Investments which is a firm based in New Hampshire. We have with us tonight
203 Mr. Matt Smith and Mr. Chris Clorite and suggested phasing options for the board.

204 Mr. Smith noted that EEI was founded by ENE to service Northern New England Clients. They
205 have an office in Merrimack NH with local ownership and local management.

206 We came into Amherst Middle School and what we found was most of the equipment was right
207 at end of life. You're going to get 25 maybe 30 years and you're right there with everything. We
208 started working with some Engineers on best practices and how to install new system throughout
209 the building.

210 One of the things that we found was that you have mostly unit ventilators throughout the
211 building, they tie into the window system. This gives us a pretty good option to update the
212 windows while we're updating those unit ventilators. They're older, they're tough to handle, open
213 and close, and then you have that huge unit ventilator right in front of it. It's not comfortable to
214 lean over.

215 The next slide actually shows from the interior. Again, you have this large unit ventilator sitting
216 there in front of it. These are not ideal, they're prone to over freezing they're not easy to work
217 on, they're noisy, clunky and the filtration system on them just isn't up to par and up to the
218 standards that we're used to at this time. Moving forward through the school you also have some
219 other units that are within the learning space. They're up higher but they're still creating noise
220 issues, learning issues. You can see this particular one right here has a sprinkler head hanging
221 way down underneath it is creating obstacles within the classroom. What we'd like to do is take
222 and remove all of these interior systems and put them up onto the roof.

223 Mr. Smith displayed a visual of the roof top unit. You're going to get better life out of because
224 we're running the ductwork it's a fully deducted system and because of that we're going to have
225 to take down the ceilings and the lights. In return, you're going to end up getting all new drop

226 ceilings, all new LED light fixtures with the better filtration much better getting up to Merv 13.
227 For these systems we would install DDC controls throughout all of these so you can start
228 monitoring when these units are running, when they're shutting off and setting specific schedules
229 if you have weekend things going on or whatnot. All of that can be pre-done through the BMS
230 and the front end system with the controls. It's a huge energy savings with not having these
231 systems running constantly.

232 Mr. Clorite noted that typically what most of the schools have been going with is an energy
233 recovery unit which has an enthalpy wheel so basically what that means is that any outdoor air
234 brings in...

235 Mr. Bowkett asked about the manufacturer.

236 Mr. Clorite replied that this one here is a Valent which is partnered with Greenheck. About five
237 years ago Manchester schools just decided to go with these meaning it's been vetted by some
238 local districts. We're more than happy to show you some if you're not familiar with them.
239 Carrier has been around for a long time they aren't very much in the ERV market.

240 Mr. Smith replied again lower noise you no longer have the disruption in the classroom of
241 equipment next to the students we're getting it up on the roof and then better serviceability of the
242 of the units themselves. A lot of discussion has been around the roofs, that's what brought all this
243 up so we went through and took note of some of your major concerns middle of the road
244 concerns and lesser concerns.

245 Mr. Smith displayed the proposed roofs, base bid C1, C2, D and H. When we went through with
246 the architect we ended up labeling this C1, C2, D and H these are kind of your high priority areas
247 that are leaking and causing some serious havoc on the schools. Two alternates, alternate one
248 was down here which is roof K and then alternate number two was up here roof I. Those were
249 added in as additional if the funding allowed. We could move into getting some of those because
250 they may not be causing issues right now but they're getting to the point where they're going to
251 be a headache pretty soon.

252 We went through and did a breakdown of roofing structural steel mechanical equipment install
253 LED and electrical needs, window replacement contingencies and then there were some alternate
254 items. The roofing the way it was originally designed went with an extra protective layer of
255 cover board and if it was decided that it wasn't needed it could be a credit back. One of the things
256 that came up were walking past to the equipment on the roof and being able to get around safely.
257 Another thing that Roger brought to our attention is some existing Romex which is typically
258 what you're going to find in a residential setting. It's not really meant for commercial
259 application. The ideal situation would be to get rid of all of it and go with MC or BC which is a
260 metal shielded cable instead of Romex.

261 We had the base bid again, the alternates and then the remaining of the building that didn't fall
262 into one of those three categories and a combined. We brought up a lease option. Lease is nice
263 because you only need the simple majority instead of a sixty percent majority. It can be written
264 into the budget and it's like a mortgage where if interest rates move we can refinance. It has a
265 couple different options so just laying out on a yearly basis six percent is about the average right

266 now on a 20-year. We went through for just the base bid \$452, 760 on an annual basis if you
267 were to add in the two alternates it pushes up to \$745, 296, the entire project \$1.33m.

268 Mr. Smith noted that this is essentially just a payment plan. His colleague wasn't able to make it
269 here tonight and he specializes in bonding and leasing.

270 If Amherst decided to get up and walk away it doesn't get passed on to the next person if you
271 were to go with Bedford or one of the outlying schools and decide you didn't want this school
272 anymore it is not transferrable.

273 Mr. Chamberlin noted that when you work with a leasing bank whether it is for a roof or
274 equipment they treat it the same.

275 Mr. Gauthier asked about the base.

276 Mr. Smith replied that the base was C1,C2, D and H. Roof K and I would be the add alternates.

277 To make it clear, when they built those numbers out it is everything that falls underneath that
278 roof, ceilings, duct work, lighting.

279 Mr. Bowkett asked about a timeline.

280 Mr. Smith replied that at this point it would be premature to go down that road. They have a lot
281 of schools that they call the "summer slammers" with work during the end of June to the end of
282 August. They can do a phased approach.

283 Mr. Smith continued with the presentation. He noted the scope of the summer of 2023:

- 284 • Roofing for H roof only
- 285 • Demolition and Abatement
- 286 • New LED Lighting
- 287 • Electrical Fixes
- 288 • ACT Ceilings

289 Mr. Gauthier asked if it includes the Cafeteria roof.

290 Mr. Smith replied no it is not included. He explained that chasing leaks is half of the battle.

291 Mr. Chamberlin added that even with that roof fixed it will be a substantive difference.

292 Mr. Gauthier remarked that he is concerned about the cafeteria roof because that is the most
293 visible to the public.

294 Ms. Parisi added that C1, C2 and D are the areas with the hallways. She asked about the
295 difference in air filtration.

296 Mr. Clorite explained that the unit ventilator has a Merv 8 or less which is a one inch filter, it is
297 not the type you see in your home where you can see through. When covid happened, they
298 recommended a 13 or 14. These units are also ERV, bringing in a lot of the outside air and doing
299 it cost effectively.

300 Ms. Gascoyne asked what they could do now to get the ball rolling. They wanted to bring
301 something to the board.

302 Mr. Gauthier added that it is his concern that they do it right and do it once. He asked about the
303 recommended phasing.

304 Mr. Smith replied that base and add alternates are done in combination with what made sense to
305 do together and where your higher priorities were. It really didn't go into phasing but what was
306 more of a priority issue and what the budget would allow.

307 Ms. Parisi mentioned that they looked at all of the roof in the committee meetings. They did look
308 at all the different pieces which would look like a 20 year plan to be able to have all of the roofs
309 covered and maintained.

310 Mr. Gauthier asked what the direction is tonight.

311 Ms. Gascoyne requested Mr. Chamberlin and Ms. Facey to speak to this topic.

312 Mr. Gauthier added that this needs to be on the ballot next year.

313 Mr. Chamberlin replied that this will have to be a board decision about whether or not to lease
314 which you put in the budget or bond and this community is very connected. It will have to be
315 what's best and how to do it. We really want to start something this summer. I do believe that
316 this community will support this type of project because we know that this is something that this
317 is health related and working conditions. We can break up the phase and bond it is what
318 tolerance does this community have for lack of watertightness at the middle school. The
319 Buildings and Grounds Committee is recommending the right system ensuring the longest
320 lasting, high quality in this area. It is not ventilator 2, it is not the same 40 year old technology
321 and make the same mistake 30 years ago.

322 Ms. Parisi added that when they look at the 2017 Capital Needs Assessment, the dollar values
323 that are associated with that are not necessarily today's current costs. There is a difference there.
324 Another difference with this project is without the unit ventilators in the windows themselves, by
325 doing these rooftop units to receive better air quality you do that whole area at a time. It is just at
326 that point for replacing items that are 30- 50 years old.

327 Ms. Facey asked how long their pricing is good for.

328 Mr. Smith replied that it went up slightly and looking at the numbers and how they are broken
329 out, from supervision, dumpsters, lighting, etc..

330 Ms. Facey mentioned that when we get to that point we can lock in a price.

331 Mr. Smith added that the quote times for pricing has decreased drastically. It used to be 60-120
332 day quotes and now they are seeing 30 day quotes. When they are going to level off it is hard to
333 say.

334 Mr. Gauthier noted that they need to take a motion.

335 Ms. Behm asked about the general pricing slide. She inquired if they just went with base.

336 Mr. Gauthier replied that ultimately they need to be at that \$1.3m if they are going to try to lease
337 it.

338 Ms. Behm commented on funding in the middle so that it is functional.

339 Mr. Gauthier noted that is a June conversation.

340 Ms. Facey respond that there are a lot of things that they can talk about, we could do a down
341 payment from the capital reserve and that would lower the interest payment and we have a bond
342 coming due for the new wing in 2028 and that is a couple of hundred thousand in debt service
343 per year. There are a lot of things, and we will do a lot of work and present it to the board.

344 Ms. Behm asked how much they have available.

345 Ms. Facey replied \$1.6m but leaving \$100,000 per building leaves \$1.3m.

346 Ms. Behm asked if they can add on more.

347 Mr. Smith replied that with lead times and getting materials right now I don't know if that would
348 be an option, would be a tricky thing to do.

349 Ms. Behm asked what they would recommend.

350 Ms. Gascoyne responded that they had these conversations already with Buildings and Grounds.
351 Roof H is the only fruit they can really grab. There are structural steel components as well.

352 Mr. Smith replied that there are other things besides roofing involved. I don't know if there is
353 anyway to section off \$1m.

354 Ms. Behm thanked Mr. Smith for his response.

355 Mr. Smith commented that they can find an area to get in that price range but again, we are going
356 back to can we actually get the work done.

357 Ms. Gascoyne added that amount ties up the capital. This was the best step to get the ball rolling
358 to get some work done and see some impact at the school.

359 Ms. Behm thanked Mr. Smith for all of the work and explaining.

360 Mr. Gauthier asked for a motion.

361 Mr. Chamberlin noted that a motion would allow them to move forward on H and they will have
362 a public hearing in June to take the money out of the trust and have it.

363 **Ms. Gascoyne motioned to authorize the Superintendent and Business Administrator to**
364 **enter into negotiations with EEI to begin phase H of the AMS project. Ms. Behm to second**
365 **the motion.**

366 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

367 **Motion passed.**

368 The Board thanked Mr. Smith and Mr. Clorite.

369 Mr. Chamberlin added that there are two more items for discussion. They are still looking at
370 adding a portable classroom that is temporary. This is in addition to the portables that are already
371 there, it could be adult or student space.

372 Mr. Gauthier asked for thoughts on last night's SAU meeting. He suggested that the public watch
373 that meeting.

374 Mr. White noted that a Souhegan Board Member mentioned that by bringing over the 7th and 8th
375 grades to Souhegan that would create better student experience and opportunities. What
376 percentage of students would need that? and What is preventing enrichment opportunities that
377 are within AMS?

378 Principal Gauthier replied that she came from a district that had an attached high school and one
379 of the things that drive that are the schedule. They have been able to provide those opportunities
380 for their students and it is on a case by case basis. I personally as a middle school educator, I
381 would prefer to look at what they can do inside rather than outside.

382 Mr. White noted that another thing that has come up is the space of the proposed elementary
383 school.

384 Principal Murphy replied that they will no longer have two physical spaces, almost duplicating
385 efforts in two separate spaces. She explained the difference, the benefits would be numerous.

386 Ms. Behm commented that she does not support separating out 7th and 8th grades. It is a desire to
387 bring 5th grade students back to the elementary school. What I am more interested in was the idea
388 of giving us breathing room with Makerspace, where we don't use all of the machinery in our
389 curriculum.

390 Principal Gauthier responded that the Makerspace is part of their Innovation and Design class.
391 There was a lot of discussion with the CTE, and she would love to see the middle schoolers get
392 more hands on experience. I would be sad for that to go away.

393 Principal Murphy noted that their preschool has grown, they will be at 60 students in the fall
394 right away. The program is built as a Amherst preschool. We love having preschoolers in our
395 school and what worries me is the number of transitions across a child's career. That is
396 definitely a challenge that preschool teachers have shared. We have 5 sections in 3 classrooms.

397 Ms. Behm inquired what if Souhegan came to them and said we have 6 classrooms in the Annex.
398 What would you recommend doing?

399 Mr. Gauthier responded that he is not sure that this is the conversation they should have tonight.
400 This to me is a down the road conversation.

401 Ms. Gascoyne added that it was a long meeting and at the end they did not walk out with that
402 clear guidepost that they thought they would. It is clear that the SCSB has some work to do and
403 are at the beginning. I think we should begin that work in short order. They should let them flush
404 that out and keep the conversation on the table. She referenced the survey that is currently out for
405 the public.

406 Ms. Parisi echoed Ms. Gascoyne.

407 X. Impact Fee Presentation

408 Ms. Facey noted that she had some meetings with the Town Finance Director. They hired a
409 consultant to work through the process. She did some research and created this Impact Fee
410 primer.

411 Ms. Facey continued Impact Fees are assessed on developments, only spent only on Public
412 Capital Facilities with a useful life of at least five years, enhance capacity or level of service
413 provided by the capital facility, fees not expended within 6 years of collection refunded to
414 property owner, and currently collected for Public Capital Facilities for 5 categories: Police,
415 Fire/Rescue, Recreation, Schools, and Roads.

416 Public Capital Facilities-Definition:

417 ● Facilities and equipment owned and operated by Town of Amherst, Amherst School System,
418 or cooperatively with other municipalities and which have a useful life of no less than five (5)
419 years.

420 ● Public Capital Facilities do not include costs associated with operation, maintenance, or repair
421 of such facilities, or with facility replacements that do not increase the capacity or level of
422 service, but do include reasonable costs for planning, engineering, design, land acquisition, and
423 other reasonable costs associated with such facilities.

424 *(Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance)*

425 Examples of Use of Impact Fees:

- 426 ● Offset existing bond payments for elementary and middle school facilities
- 427 ● Capital improvements to facilities of local and cooperative Districts, provided compliance with
- 428 the ordinance definition of Public Capital Facilities
- 429 ● Amherst's apportionment of capital costs for the Souhegan Cooperative School District to
- 430 reduce the amount required from property taxes
- 431 ● Hold funds up to 6 years and apply revenue to support projects including new schools, facility
- 432 expansion, or other improvements to elementary and middle school facilities
- 433 ● Offset bond payments for new construction, expansion, or improvements. In such case, it is
- 434 advisable to update school impact fee to recognize change in spatial standards.

435

436 Process for School Requests

- 437 ● Submit approved school board request to Board of Selectmen
 - 438 ○ Identify Public Capital Facility
 - 439 ○ Brief explanation that allows BOS to ensure compliance with NH Law and town policy
 - 440
- 441 ● Souhegan High School Requests
 - 442 ○ Identify approved proportionate cost share allocable to Amherst
 - 443 ○ Fees applied solely to Amherst's portion of capital expenses

444 • Disbursed only upon the written authorization of the Board of Selectmen

445 • Spent only upon order of the municipal governing body (school board)

446 The split that they use would be 60% and 40% it is an historical proportion that they have used.

447 **Mr. White authorized request to the Amherst Board of Selectmen for impact fees to be**
 448 **used for Architectural and Engineering Fees for the elementary school renovation project**
 449 **in the amount of up to \$135,000. Ms. Gascoyne to second the motion.**

450 Ms. Facey added that she had a pre meeting with Banwell and that they will not use all of this.

451 Mr. Chamberlin noted that they can look at a smaller warrant.

452 Ms. Facey mentioned that they could look at a smaller warrant and potentially a smaller facility.

453 **Ms. Gascoyne amended the motion to authorized request to the Amherst Board of**
 454 **Selectmen for impact fees to be used for Architectural and Engineering Fees for the Clark**
 455 **Wilkins and Amherst Middle School renovation projects in the amount of up to \$135,000.**
 456 **Mr. White to second the motion.**

457 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

458 **The vote was unanimous.**

459 Mr. Chamberlin added they will have a workshop for more discussion.

460 Mr. Gauthier agreed.

461 XI. Lead Mitigation Grant

462 Ms. Facey commented that you have done what you needed to do and accepted the funds, and
 463 this is information. There was work done to mitigate lead at the middle school and as part of a
 464 larger grant mitigation program. The grant was never closed out and the funds were never
 465 received. They were able to go back and work with contractors, perform the work and find the
 466 information that they needed which was any testing that was completed. In the meantime, there
 467 were some non-drinking areas that had higher than usual levels. They shut them down and put up
 468 signs. They are looking at the types of filters and making improvements there. On the financial
 469 side they are able to be reimbursed for over \$6,200.

470 The Board thanked Ms. Facey.

471 XII. Default Budget and Unassigned Fund Balance

472 Mr. Chamberlin explained the fund balance portion. They are in May and June is coming. Article
 473 18, committed \$605K to the Amherst School District Capital Facilities Repair, Maintenance, and
 474 Improvement Expendable Trust Fund, passed. \$775K has been committed as revenue to reduce
 475 taxes. Funds above \$1.38M would be needed to support end-of-year projects. We need a
 476 significant upgrade to the cameras in schools that are safety related. Libraries are a significant
 477 part of what I believe supports a high quality reading program. If there is \$150,000, we will be

478 coming to you with recommendations but for safety and security. They will have a more
479 comprehensive approach when they know that they have a number.

480 Ms. Gascoyne commented that she favors the safety and security upgrades.

481 Ms. Behm asked about the Safe Grant.

482 Mr. Chamberlin replied that they upgraded the entire controlled access at both of our schools.
483 One of the discussions that they have been having are for the replacement costs. They need to
484 plan for replacement rather than chasing it.

485 Ms. Behm highlighted that they are consistently staying current.

486 Ms. Facey replied that this is part of the 5 year technology program.

487 Mr. Chamberlin highlighted the default budget, with priorities that the board wanted. They
488 turned this into a recommended default. Some of the things that were priorities they are going to
489 report out now. The time sensitive piece are the two Fellows through St. Anslem. The District
490 has arranged to support two teaching fellows. They did meet and sign contracts. The hope is to
491 give the board funding options: 1. Savings in FY24 Hiring, 2. Savings in FY24 Special
492 Education Budget, 3. Savings in The FY24 General Budget or 4. The Special Education Trust.

493 They are maintaining that the two to one program in fifth grade and ensuring that we have a base
494 line in al of the other devices now. If we maintain the two to one program in technology, the
495 entire middle school will have devices less than three years old. It is not their recommendation
496 that we pull this program.

497 Mr. Chamberlin continued, as of Friday, kindergarten registration is at 105 (six sections would
498 have a class size of 17/18). The 106 projection warranted the additional staff. Every seven kids
499 increases your class size by 1. We are not ready to hire at tonight. We are reassigning but we will
500 not have an Instructional Coach. The staff member knows, and they are within the CBA.

501 Ms. Parisi thanked Mr. Chamberlin to hit all of the priorities.

502 Mr. Chamberlin added that what drives this is what is best for kids.

503 Ms. Behm asked if they were able to secure the Fellows and the 2-1 devices in the middle school.

504 Mr. Chamberlin replied the contracts are almost ready. He does not believe that the Instructional
505 Coach is possible.

506 Ms. Facey added that there were some hard decisions made, only funding a half- time nurse,
507 proposing one less teacher, one less para, cutting back on professional development, no new
508 custodian, down to 15 buses, and smarter hiring. They would be able to realize savings in those
509 areas.

510 Mr. Gauthier asked for a summary.

511 Ms. Gascoyne asked about the Fellows, and which group they will be working with.

512 Mr. Chamberlin replied that they moved it to almost 100% special education.

513 Ms. Gascoyne asked about any other grades that they are concerned about enrollment.

514 Mr. Chamberlin noted that they will dig in for the June meeting.

515 Mr. Gauthier noted that they will skip over the District Evaluation and Assessment and Board
516 Goals. He noted that they will go to stipends.

517 XIII. Stipends Discussion

518 Mr. Chamberlin explained that Article 13. 7 in the AEA Collective Bargaining Agreement
519 governs the extracurricular, interscholastic, and co-curricular positions. The article states, "*The*
520 *board shall grant a salary increase on an annual basis.*" Due to consecutive defaults, the
521 recommendation is to increase the stipend by 2% for the 2023-2024 school year. The increase in
522 individual stipends may decrease the number of programmatic offerings. He is looking for
523 direction from the board. His recommendation is 2%.

524 Ms. Gascoyne asked about the process.

525 Mr. Chamberlin clarified that it is budgeted in two different ways. It is an area that he has
526 interest and there are some equity issues.

527 Ms. Gascoyne noted that she appreciates that work.

528 **Mr. White motioned to increase the stipend amount by 2% Ms. Behm to second the motion.**
529 **The vote was unanimous, motion passed.**

530 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

531 XIV. Staffing

532 Mr. Chamberlin commented that the hiring is so quick right now that securing contracts is
533 important. We are codifying that in a public meeting. A motion for nominations as presented and
534 then a motion to accept resignations with regret will be appreciated.

535 **Mr. White motioned to approve the nominations as presented. Halie Hurd PE Teacher, BA**
536 **Step1, \$45,000, Samantha Cushing, Health Teacher BA Step 2 \$46,350, Scott Legere,**
537 **Technology Teacher, MA +15 Step 12 \$70, 596, Kerry Miller, Learning Specialist, MA +15**
538 **Step 14 \$74, 895, Kathleen Wilson, MA +30 Step 14 \$77, 098, Tracey Mills, ELA Teacher,**
539 **MA Step 11, \$67, 854, and Kelly O'Reilly, MA Step 18 \$83,777. Ms. Gascoyne seconded the**
540 **motion. The vote was unanimous, motion passed.**

541 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

542 **Mr. White motioned to approve the following resignations with regret, Kim Ballantyne,**
543 **First Grade Teacher, Carolyn Silva, School Psychologist, Sarah Barrett, Physical**
544 **Education and Deb McGinty, Special Education/Learning Specialist. Ms. Gascoyne to**
545 **second the motion. The vote was unanimous, motion passed.**

546 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

547 XV. First Reading Policies

548 Mr. Gauthier noted that these are technically a second reading as they were presented at the SAU
549 meeting.

550 Mr. Chamberlin added that some boards will use this as a second reading and will approve them.

- 551 • GBED: Prohibitions Regarding Use of Tobacco Products, E-Cigarettes, and E-Liquids In
- 552 and On School Facilities and Grounds.
- 553 • GCEB: Administrative Staff Recruiting
- 554 • GCF: Professional Staff Hiring

555 **Mr. White motioned to approve the policies of GBED: Prohibitions Regarding Use of**
556 **Tobacco Products, E-Cigarettes, and E-Liquids In and On School Facilities and Grounds,**
557 **GCEB: Administrative Staff Recruiting, and GCF: Professional Staff Hiring. Ms.**
558 **Gascoyne seconded the motion. The vote was unanimous, motion passed.**

559 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

560 XVI. Public Comment

561 Mr. John Bowkett, 1 Windsor Drive, Amherst NH, asked where the Impact Fees come from.

562 Ms. Gascoyne replied that it is the developer and if they are not used in 6 years get returned to
563 them.

564 Mr. Bowkett responded that if they know it is going to the school they will oppose it.

565 Mr. Chamberlin replied that the developer already knows.

566 Mr. Bowkett added that there used to be a person at Cross and Windsor Drive.

567 Mr. Chamberlin noted that he will look into it.

568 Mr. Bowkett remarked that if the 7th and 8th grades went into the Cooperative that there will be a
569 problem with the union and non-union teachers as well as a different philosophy.

570 Mr. Gauthier responded that they know and understand. He thanked Mr. Bowkett for his
571 comments.

572 XVII. Meeting Adjourned

573 **Mr. White motioned to adjourn at Motion to adjourn at 8:52PM. Ms. Gascoyne seconded**
574 **the motion. The vote was unanimous, motion passed.**

575 **Roll Call Vote: Parisi- Yes, White- Yes, Gascoyne- Yes, Gauthier- Yes, and Behm- Yes.**

576



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: Administrative Updates
Meeting Date: June 12, 2023

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: Village Streets Committee, proposed charter **Department:** Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Charter of the Village Streets Study CommitteeV2 a

Charter of the Village Streets Study Committee

Article I: Name

The name of this committee shall be the Village Streets Study Committee.

Article II: Purpose

The purpose of the Village Streets Study Committee is to evaluate suggested streetscape improvements for the village area of the Town of Amherst. The committee shall conduct a thorough assessment of the proposed traffic calming and streetscape improvements recommended by Mobycon and CMA Engineers. This assessment shall include a comprehensive evaluation of the proposed measures, taking into account their potential impact on improving safety, enhancing the overall streetscape, and addressing public feedback received during and after the visioning phase of the Village Streets Study. Based on this assessment, the committee shall develop a vision for specific treatment options and provide recommendations for consideration by the Board of Selectmen.

Article III: Membership

The committee shall consist of a total of seven members, comprised of six voting members and one non-voting member, including:

- One representative from each of the following organizations:
 - the Heritage Commission,
 - the Historic District Commission,
 - the Bicycle & Pedestrian Advisory Committee, and
 - the Planning Board.
- One non-voting member of the Board of Selectmen.
- Two at-large members of the community appointed by the Board of Selectmen.

The committee requires a quorum of at least four voting members to conduct official business.

Article IV: Duties and Responsibilities

Section 1: Assessment, Evaluation, and Recommendation

The Committee shall conduct a thorough assessment of the proposed traffic calming and streetscape improvements recommended by Mobycon and CMA Engineers as part of the ongoing Village Streets Study. This assessment shall include a comprehensive evaluation of the proposed measures, taking into account safety, enhancing the overall streetscape, and addressing public feedback received from the visioning phase of the Village Streets Study. Based on this

assessment, the committee shall develop a vision for specific treatment options and provide recommendations for consideration by the Board of Selectmen.

Section 2: Stakeholder Engagement

The Committee shall conduct business publicly to provide opportunities for residents, businesses, community organizations, and other stakeholders in the village and the town to participate in the evaluation process. The committee may also hold public workshops to evaluate specific treatments, providing opportunities for stakeholders to provide feedback, share concerns, and offer suggestions related to the proposed recommendations. The Committee should focus on incorporating this input to refine and enhance the proposed recommendations.

Section 3: Updates to the Board of Selectmen

The Committee shall provide regular updates to the Board of Selectmen on its progress, findings, and evaluation of the recommendations by Mobycon and CMA Engineers. The updates shall include insights on the Committee's assessment of the recommendations and any modifications or enhancements suggested to ensure their suitability for the village area.

Section 4: Specific Plan for Consideration

Based on the ongoing assessment, evaluation, and feedback received, the Committee shall develop a specific implementation plan for the village area. This plan shall include detailed recommendations, prioritization, and potential funding sources. The Committee shall present the specific plan to the Board of Selectmen for their consideration and potential adoption.

Article V: Timeline

The Committee shall report its findings and recommendations, including the specific implementation plan, to the Board of Selectmen by the end of November 2023.

Article VI: Dissolution

The Village Streets Study Committee serves at the will of the Board of Selectmen and may be dissolved by the Board of Selectmen at any point, including at the conclusion of the committee's business.

Article VII: Amendments

This charter may be amended with the approval of the Board of Selectmen.



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: 2023 Impact Fees Update
Meeting Date: June 12, 2023

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. ImpactFeeUpdate2023AmherstNH18May2023

Town of Amherst Impact Fees

2023 Update of Fee Schedules

- Public Schools
- Police
- Fire-Rescue
- Recreation
- Town Roads

May 18, 2023

Prepared for:

Town of Amherst
2 Main Street
Amherst, New Hampshire 03031

Prepared by:



Yarmouth, Maine

bmayber1@maine.rr.com

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A. Executive Summary

This is an update of the impact fee schedules of the Town of Amherst, New Hampshire. Impact fee schedules were adopted by the Town based on earlier studies and reports by BCM Planning, LLC that were prepared in 2020 and 2021.

Impact fees are updated periodically to maintain proportionate assessments. Updates provide an opportunity to adjust components of the fee calculations including the replacement cost of existing public facilities, anticipated capital projects, and changes in demographic and employment characteristics. The goal of each update is to improve on the equitability and proportionality of assessments, while also enabling the fee system to keep pace municipal infrastructure costs.

After reviewing options presented in the prior impact fee study (2020), the Town decided to assess its impact fees for all new development on a per square foot basis. Residential impact fees are assessed for public schools, public safety facilities, recreation, and Town roads. Commercial development is assessed only for public safety and Town roads.

The impact fee amount supportable by this 2023 update are summarized below:

Amherst, NH Impact Fee Schedule - 2023 Update							
Structure Type or Land Use	Police	Fire-EMS	Recreation	Town Roads	Total Town Facilities	School Facilities	Town and School Total
Residential Per Square Foot of Living Area (based on conditioned living area)							
Single Family Detached	\$0.27	\$0.52	\$0.40	\$0.37	\$1.56	\$3.37	\$4.93
Townhouse / Attached	\$0.27	\$0.52	\$0.40	\$0.40	\$1.59	\$3.19	\$4.78
Two Family Structures	\$0.27	\$0.52	\$0.40	\$0.48	\$1.67	\$4.52	\$6.19
Multi-Dwelling Unit	\$0.27	\$0.52	\$0.40	\$0.44	\$1.63	\$3.83	\$5.46
Manufactured Housing	\$0.27	\$0.52	\$0.40	\$0.44	\$1.63	\$4.12	\$5.75
Commercial Development Impact Fees Per Square Foot							
Retail	\$0.48	\$0.59	---	\$0.87	\$1.94	---	\$1.94
Office	\$0.26	\$0.78	---	\$0.45	\$1.49	---	\$1.49
Industrial	\$0.10	\$0.20	---	\$0.16	\$0.46	---	\$0.46
Institutional & Other	\$0.05	\$0.20	---	\$0.57	\$0.82	---	\$0.82

This report centers principally on a description of the updates and changes made to the variables that comprise the original impact fee models. More detail on the background of the methods and assumptions relating to the proportionality of the fee calculations may be found in the original fee study: *Town of Amherst Impact Fees: 2020 Basis of Assessment and Fee Schedules*, prepared by BCM Planning, LLC, dated June 3, 2020. All impact fee reports should be maintained by the Town so that the history of fee documentation is preserved.

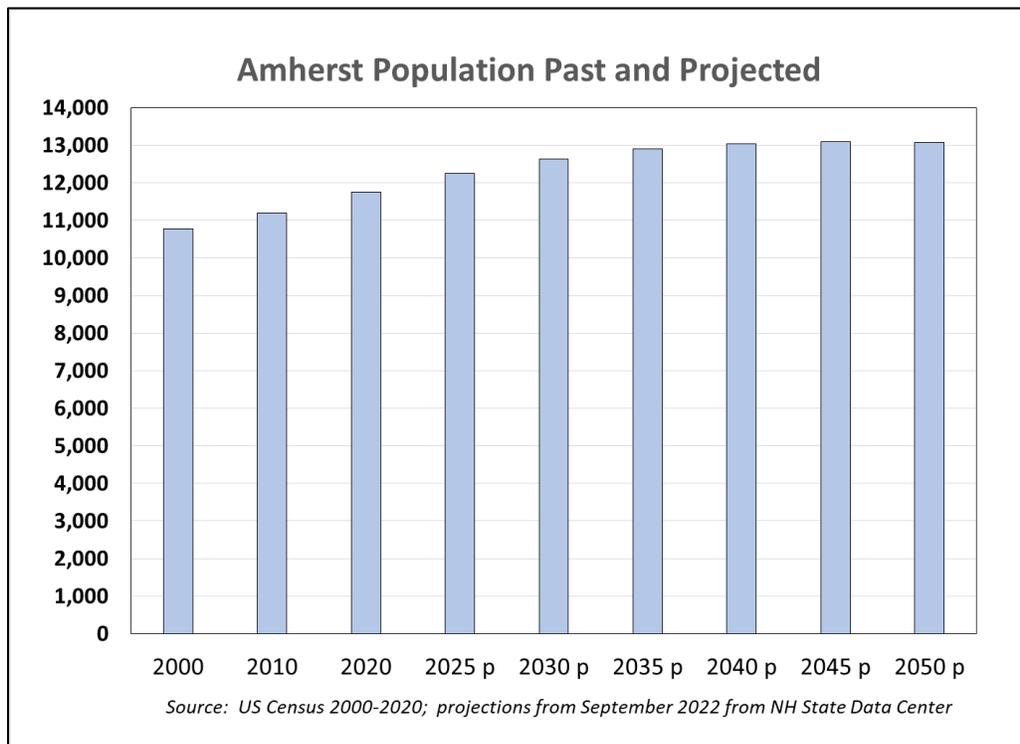
B. Demographic Update

1. Population and Housing

The impact fee models for public safety facilities and recreation rely in part on projections of population, housing units, households and employment within Amherst. At the time of the original study completed June 2020, the decennial Census data for 2020 were not available, and the latest local employment counts were for 2018. In the public safety and recreation fee updates, the “base year” numbers assigned to 2020 now reflect full count data for 2020 and actual public sector employment in 2020.

In the original fee calculations for public safety and recreation, a buildout estimate was used to estimate a future year service base (2040) for residential uses (population, housing units, and households) and commercial uses (private sector employment in Amherst and estimated floor area in commercial buildings).

These factors have been adjusted in this update by projecting future residential demand using new population projections from the NH State Data Center (issued September 2022). Future employment and commercial building area are then projected based on their historical relationship to residential uses.



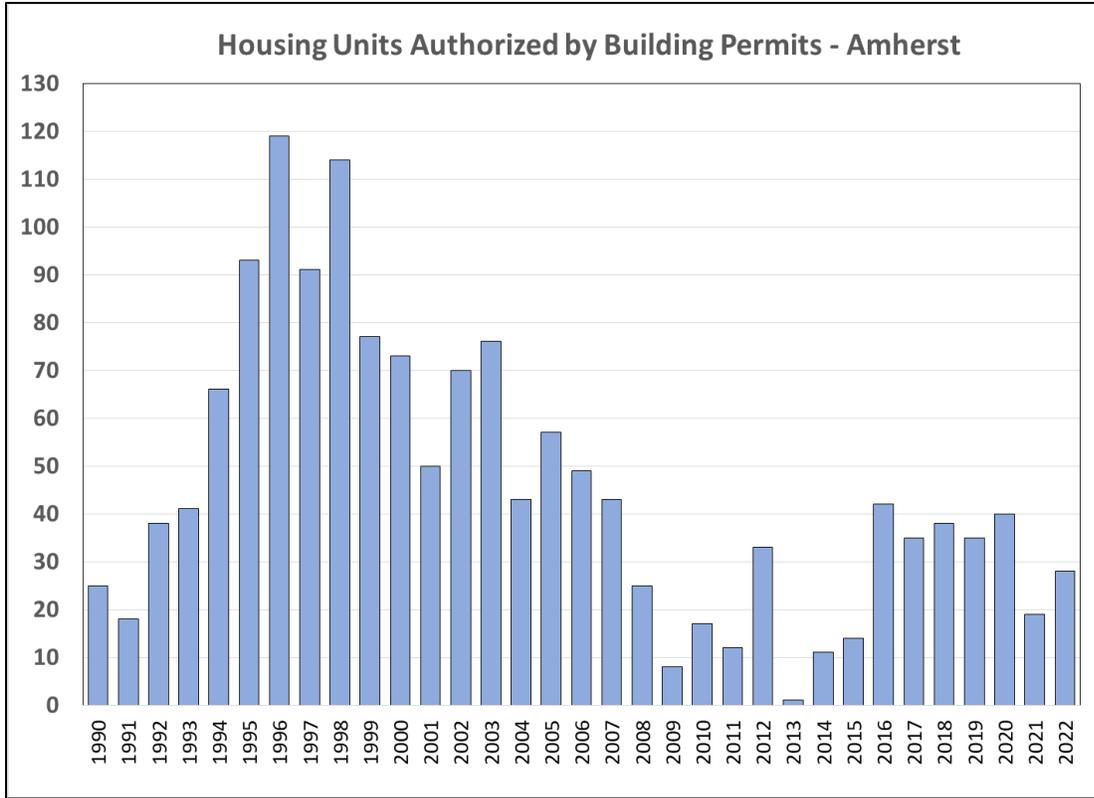
Based on the 2020 Census (100% count) average household size in Amherst did not decline by as much as assumed in the 2020 report. The projections shown below are updated to the 2020 Census, and projections now assume future household sizes that are somewhat larger than used in the original study.

Population and Housing Trend Assumptions for Amherst				
Year	Households	Average Household Size (1)	Persons in Households (100% of Amherst Pop.)	Total Housing Units
1970	1,327	3.47	4,605	1,635
1980	2,446	3.37	8,243	2,594
1990	2,988	3.03	9,068	3,179
2000	3,590	3.00	10,769	3,752
2010	4,063	2.76	11,201	4,280
2020	4,305	2.73	11,753	4,466
2030 (p) *	4,711	2.68	12,625	4,887
2040 (p) *	4,997	2.61	13,043	5,184

** Estimated 2030 and 2040 population from September, 2022 projections prepared for NH State Data Center. Household size estimates for 2030-2040 assume a regional rate of decline in average household size for 2020-2040 as projected in a 2014 model issued by NH Housing. Total housing units (occupied units plus vacant) are projected based on the 2020 Census occupancy rate.*

The projections above begin with the population assumptions. An average household size is then assigned to future years based on expected regional trends, now modified by the actual experience through 2020.

There are no persons living in group quarters in Amherst according to the 2020 Census, so dividing total population by average household size yields a projected number of households (or occupied housing units). Total housing units, including vacancies, are then estimated using the 2020 housing occupancy rate. The results project just under 5,000 households for 2040 and 5,184 total housing units.



Source: NH State Data Center for 1990-2021; 2022 count from Annual Town Report

Period	Total Units Authorized	Avg Annual Authorized
1990-1999	682	68
2000-2009	494	49
2010-2019	238	26
2020-2022	87	29

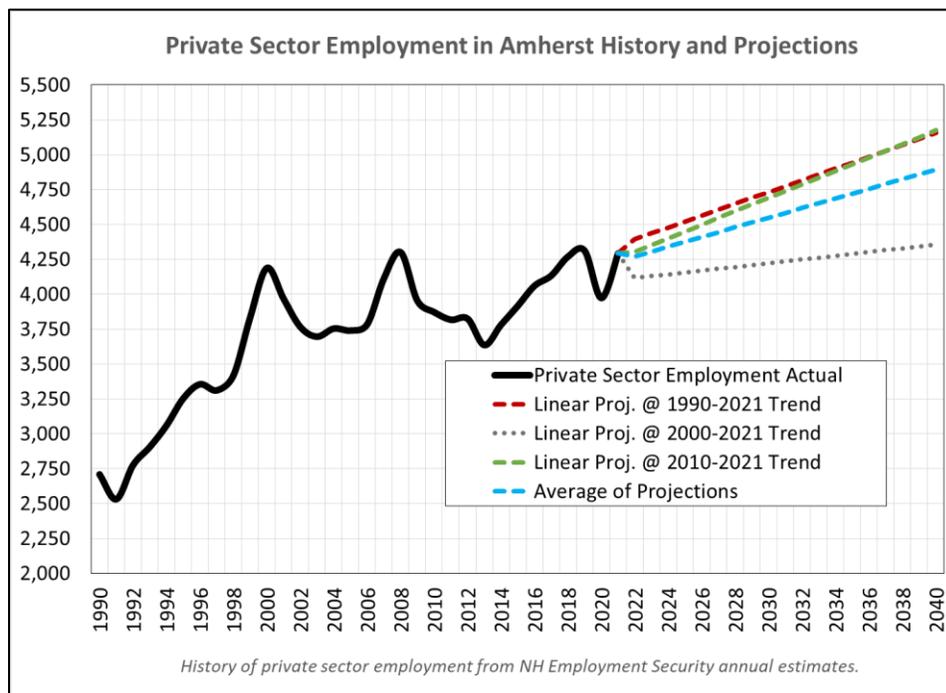
2. Private Sector Employment in Amherst

Average annual employment within Amherst for the base year of the fee (2020) has been adjusted to reflect the actual figure for that year, and substituted for the estimate in the original fee study.

Amherst Housing, Population, and Employment in Local Establishments								
Year	Total Employment Inc. Govt	Private Sector Employment	Population	Housing Units	Households	Housing Occupancy Rate	Total Jobs Per Household	Private Sector Jobs Per Household
1990	2,976	2,709	9,068	3,179	2,988	94.0%	1.00	0.91
2000	4,682	4,188	10,769	3,752	3,590	95.7%	1.30	1.17
2010	4,470	3,872	11,201	4,280	4,063	94.9%	1.10	0.95
2020	4,534	3,973	11,753	4,466	4,305	96.4%	1.05	0.92
2021 Est	4,845	4,293	11,940	4,525	4,362	96.4%	1.11	0.98
Average of Ratios for Decennial Census Years 1990-2020						95.2%	1.11	0.99

Sources: Covered employment as reported by NH Employment Security. Population reflects 100% U.S. Census counts for 1990-2020. 2021 entries for population and total housing units from NH State Data Center estimates. Estimated households for 2021 based on 2020 occupancy rate.

Linear projection of private sector employment were revised based on annual private sector employment data for Amherst through 2021. The projections use a range of reference periods to project trends in future employment.



The average of the projections for the year 2040 is 4,895. The two high projections are 5,154 to 5,175. The average of the projections seems most consistent with past relationships between resident population and local private employment. The average ratio of private sector jobs in

Amherst to its households for the Census years 1990-2020 is 0.99. Based on the revised population and household projections, that ratio would indicate a reasonable estimate of private employment at 4,749 for 2040.

Using the actual 2020 private sector employment estimate (NH Department of Labor), the ratio of commercial floor area to private employment in 2020 was 758 square feet per employee, which is higher than the figure assumed in the original report at 705. While the update now projects fewer private sector employees for 2040, the higher actual average floor area per employee yields a 2040 estimate of commercial space that is slightly higher than originally projected.

The table below summarizes the original base year 2020 and horizon year 2040 assumptions along with the revised figures for 2020 and projections for 2040.

2020 and 2040 Assumptions for Residential Vs. Non-Residential Sectors

Demographic Factors	Original Study 2020 Estimate	2020 Actual	Original 2040 Proj.	Revised 2040 Proj.
Population	11,545	11,753	12,141	13,043
Avg Household Size	2.71	2.73	2.52	2.61
Households	4,256	4,305	4,818	4,797
Housing Units	4,483	4,466	5,075	5,184
Local Employment	4,269	3,973	5,220	4,749
Per Household	1.00	0.92	1.08	0.99
1990-2020 Avg	0.99	0.99	0.99	0.99
Commercial Sq. Ft.	3.01 MM	3.01 MM	3.68 MM	3.75 MM
Per Employee	705	758	705	758

C. Public Schools Impact Fee

1. General Approach to Fee Basis

The school impact fee calculation relies on an average “unit cost” approach to assign school facility capacity costs associated with average housing units in Amherst. The components of that unit cost are: (1) average enrollment per 1000 square feet of living area by structure type; (2) the “level of service” reflected by the school floor area available per pupil capacity; and (3) the cost or value of school facility space per square foot.

In computing local capital costs, adjustments are made to recognize the historic proportion of principal costs reimbursed by State Building Aid. Credit allowances are computed for property taxes that new development pays toward net debt service costs related to the needs of existing development.

The original impact study contained a detailed analysis of the number of Amherst public school pupils per housing unit, and per square foot of living area by structure type in 2020. This study involved pairing actual enrollment counts by address to tax assessment data for the property. Excluded from the enrollment ratios were housing units identified as “age restricted” (to age 55+ or age 62+).

While resident enrollment may have shifted somewhat since 2020 toward a higher proportion of total enrollment within the K-8 grades, and a lower proportion in high school, BCM Planning believes that the overall ratios remain reasonable for 2023 and have been retained in this update:

Type of Structure	Enrollment Per Thousand Square Feet Excluding Age Restricted Units (2020 Fee Study Results)			
	Elementary School	Middle School	High School	Total Public Schools
Single Family Det.	0.067	0.060	0.062	0.189
Townhouse	0.065	0.049	0.065	0.179
Two Family	0.069	0.069	0.098	0.236
Three or More Family	0.096	0.052	0.059	0.207
Manufactured Housing	0.096	0.052	0.059	0.207

Note: This table shows the calculated number of resident pupils in Amherst *per 1,000 square feet of living area by structure type*. This should not be confused with the more commonly used enrollment ratios per dwelling unit.

2. Factors Updated in the Impact Fee Calculations

The basic formula for the school impact fee assessment is:

$$\begin{aligned}
 & \text{Enrollment per 1000 sq. ft. of living area by housing type and grade level} \\
 & \times \text{School space per pupil capacity by grade level} \\
 & \times \text{Capital cost per square foot at Department of Education cost allowance standard} \\
 & (-) \text{State building aid portion of principal cost (historic)} \\
 & = \text{Net local capital cost per square foot of living area} \\
 & (-) \text{Credit allowances per square foot for debt service for existing needs} \\
 & = \text{School impact fee per square foot of living area by housing type}
 \end{aligned}$$

The factors which changed in this update:

a. Cost of school construction per square foot has been updated to 2023 by applying NH Department of Education cost allowances used in determining State Building Aid.

b. Credit allowances for past and programmed debt service relating to school construction have been recomputed. The revised credit allowances are shown in detail at the end of this section.

The spatial standards used to assign required floor area of school space per pupil capacity remains the same as in the 2020 study.

FACILITIES SERVING AMHERST PUBLIC SCHOOL PUPILS - OCTOBER 2022							
Minimum Spatial Standards Used for Impact Fee Assessment (Floor Area Per Pupil)							
School Facilities	Original Yr. Built & Expansion Dates	Grades Served	Building Area Sq. Ft. Excluding Portables (1)	Max. Capacity Estimate w/o Portables (2)	Square Feet Per Pupil Capacity Standard Applied	October 2022 Enrolled K-12	October 2022 Enrollment as % of Max Capacity
Elementary Schools (Amherst District)							
Clark Elementary	1937, 1953, 1963, 1978, 1995	K - 4 Plus Pre-School	27,100	260	104	654	86%
Wilkins Elementary	1967, 1969, 1996		55,242	501	110		
Total Elementary Excluding Pre-K Enrollment			82,342	761	108		
Middle School (Amherst District)							
Amherst Middle School (3)	1974, 2001	Gr. 5-8	112,000	828	135	639	77%
Total Grades K-8		Gr. K-8	194,342	1,589	122	1,293	81%
High School (Souhegan Co-op)							
Souhegan High School & Annex (4)	1992, 2003	9-12	168,556	1,007	167	698	69%
Total Facilities Available		K-12	362,898	2,596	140	1,991	77%
<i>(1) Floor area estimates provided by SAU 39, January 2020</i>							
<i>(2) Estimates for K-8 facilities by NESDC, 2004 report on K-8 facilities, cited as planned operating capacity for buildings excluding portable classrooms</i>							
<i>(3) The Amherst Middle School also serves Mont Vernon pupils in grades 7-8 (tuition).</i>							
<i>(4) The Souhegan High School is a cooperative facility that also serves Mont Vernon pupils in grades 9-12. Capacity estimates from Gale Associates, 2010</i>							

The implementation of 2006 Master Plan for the K-8 schools, as well as a recent proposed school expansion and improvement project would have increased the amount of space to be provided per student. But since neither of these expansion and improvement plans have been approved by the voters, their higher floor area standards have yet to be validated for actual construction.

Should such projects be approved in the future, it would indicate public acceptance of a higher floor area standard per pupil, which could then be incorporated into the fee calculation.

3. 2023 School Impact Fee Calculation

2023 AMHERST SCHOOL IMPACT FEES BASED ON SQUARE FEET OF LIVING AREA											
CAPITAL COST BASIS FOR SCHOOL FACILITIES SET AT 2023 NH DEPARTMENT OF EDUCATION MAXIMUM REIMBURSABLE COST											
Proportionate Demand Factors - Demand on School Facility Space									School Construction Cost Per Sq. Ft.		
Type of Structure	Enrollment Per Thousand Square Feet Excluding Age Restricted Units (2020 Fee Study Results)				Avg. Sq. Ft. School Space Per Pupil Capacity				\$239	\$244	\$250
	Elementary School	Middle School	High School	Total Public Schools	Elementary School	Middle School	High School	Overall Average	Elementary School	Middle School	High School
Single Family Det.	0.067	0.060	0.062	0.189	108	135	167	136	\$1.73	\$1.98	\$2.59
Townhouse	0.065	0.049	0.065	0.179	108	135	167	137	\$1.68	\$1.61	\$2.71
Two Family	0.069	0.069	0.098	0.236	108	135	167	140	\$1.78	\$2.27	\$4.09
Three or More Family	0.096	0.052	0.059	0.207	108	135	167	132	\$2.48	\$1.71	\$2.46
Manufactured Housing	0.096	0.052	0.059	0.207	108	135	167	132	\$2.48	\$1.71	\$2.46

Housing Structural Type	District Cost Net of Historic State Building Aid				Credit Allowances for Debt Service Cost of Capacity Needs of Existing Development			Net Impact Fee Per Sq. Ft. Living Area Assessment Schedule (Capital Cost Less Credits) Per Sq. Ft. Living Area		
	Elementary Schools @30% SBA	Middle School @30% SBA	Souhegan High School @40% SBA	Total Public Schools	K-8 Schools	High School	Total Schools	Amherst School Impact Fee Per Sq. Ft.		
								K-8 Schools	High School	Total
Single Family Detached	\$1.21	\$1.39	\$1.55	\$4.15	(\$0.30)	(\$0.48)	(\$0.78)	\$2.30	\$1.07	\$3.37
Attached & Townhouse	\$1.18	\$1.13	\$1.63	\$3.94	(\$0.29)	(\$0.46)	(\$0.75)	\$2.02	\$1.17	\$3.19
Two-Family	\$1.25	\$1.59	\$2.45	\$5.29	(\$0.30)	(\$0.47)	(\$0.77)	\$2.54	\$1.98	\$4.52
Three or More Family	\$1.74	\$1.20	\$1.48	\$4.42	(\$0.23)	(\$0.36)	(\$0.59)	\$2.71	\$1.12	\$3.83
Manufactured Housing	\$1.74	\$1.20	\$1.48	\$4.42	(\$0.11)	(\$0.19)	(\$0.30)	\$2.83	\$1.29	\$4.12

4. Update of Credit Allowances for School Debt Service

Since the original impact fee study was completed in 2020 using 2019 assessed valuation, the Town of Amherst underwent a property revaluation. The average assessed values assigned to housing units in the 2020 study (2019 valuations) have been increased by 38% from to account for the estimated increase in average residential valuation per housing unit from 2019 to 2022.

The updated credit allowances for the 2023 fee calculation are summarized here:

2023 Credit Allowance Per Square Foot Summary			
Type Unit	Amherst District (K-8 Schools)	Souhegan Cooperative High School	Total Credit Allowance
Single Family	\$0.30	\$0.48	\$0.78
Townhouse	\$0.29	\$0.46	\$0.75
Two Family	\$0.30	\$0.47	\$0.77
Three or More Family	\$0.23	\$0.36	\$0.59
Manufactured Housing	\$0.11	\$0.19	\$0.30

(For details on the derivation of credit allowance, see the detailed worksheets which follow)

CREDITS - Page 1

	Year	Original Principal Amount
	2001-2002	\$3,799,000
ASSUMPTIONS		
Amherst Middle School (Beginning 2001-2002)	State Aid To District:	30.0%
	Local Government Share:	100.0%
	Discount Rate:	5.0%

Fiscal Year	Principal Payment	Interest Payment	Total Payment	Less State Aid	Net Debt Service Cost To District
Past Payments					
2001	\$0	\$92,997	\$92,997	\$0	\$92,997
2002	\$189,000	\$168,556	\$357,556	(\$56,700)	\$300,856
2003	\$190,000	\$160,503	\$350,503	(\$57,000)	\$293,503
2004	\$190,000	\$152,428	\$342,428	(\$57,000)	\$285,428
2005	\$190,000	\$144,353	\$334,353	(\$57,000)	\$277,353
2006	\$190,000	\$136,278	\$326,278	(\$57,000)	\$269,278
2007	\$190,000	\$128,203	\$318,203	(\$57,000)	\$261,203
2008	\$190,000	\$120,128	\$310,128	(\$57,000)	\$253,128
2009	\$190,000	\$112,053	\$302,053	(\$57,000)	\$245,053
2010	\$190,000	\$103,978	\$293,978	(\$57,000)	\$236,978
2011	\$190,000	\$95,855	\$285,855	(\$57,000)	\$228,855
2012	\$190,000	\$87,495	\$277,495	(\$57,000)	\$220,495
2013	\$190,000	\$78,945	\$268,945	(\$57,000)	\$211,945
2014	\$190,000	\$70,300	\$260,300	(\$57,000)	\$203,300
2015	\$190,000	\$61,465	\$251,465	(\$57,000)	\$194,465
2016	\$190,000	\$52,250	\$242,250	(\$57,000)	\$185,250
2017	\$190,000	\$42,750	\$232,750	(\$57,000)	\$175,750
2018	\$190,000	\$33,250	\$223,250	(\$57,000)	\$166,250
2019	\$190,000	\$23,750	\$213,750	(\$57,000)	\$156,750
2020	\$190,000	\$14,250	\$204,250	(\$57,000)	\$147,250
2021	\$190,000	\$4,750	\$194,750	(\$57,000)	\$137,750
Total Payments	\$3,799,000	\$1,884,537	\$5,683,537	(\$1,139,700)	\$4,543,837

Present Worth of Past Payments @ 5% \$8,880,628
 October 2022 Enrollment as Percent of Middle School Capacity 77%
 Credited Amount \$6,853,528
 Amherst Net Local Assessed Valuation (November 2022) \$2,362,984,237
 PW of Past Payments Per Thousand Assessed Value \$2.90

Type Unit	Avg Assessed Valuation Per Sq. Ft.	Raw Land Portion of Value @ 15%	Credit for Past Payments	Credit for Future Payments	Total Credit Allowance Per Sq. Ft. Living Area
Single Family	\$206	\$31	\$0.09	\$0.00	\$0.09
Townhouse	\$192	\$29	\$0.08	\$0.00	\$0.08
Two Family	\$199	\$30	\$0.09	\$0.00	\$0.09
Three or More Family	\$153	\$23	\$0.07	\$0.00	\$0.07
Manufactured Housing	\$83	\$12	\$0.03	\$0.00	\$0.03

CREDITS - Page 2

Bond for Clark, Wilkins, AMS Improvements

	Original Principal Amount	
Year		
2001-2002	\$3,883,620	Net Interest Cost - 4.24%
ASSUMPTIONS		
State Aid To District:	30.0%	Of Principal Due on Bonds
Local Government Share:	100.0%	
Discount Rate:	5.0%	

Year	Principal Payment	Interest Payment	Total Payment	Less State Aid	Net Debt Service Cost To District
Past Payments					
2009	\$193,620	\$195,200	\$388,820	(\$58,086)	\$330,734
2010	\$195,000	\$173,369	\$368,369	(\$58,500)	\$309,869
2011	\$195,000	\$165,569	\$360,569	(\$58,500)	\$302,069
2012	\$195,000	\$155,819	\$350,819	(\$58,500)	\$292,319
2013	\$195,000	\$146,069	\$341,069	(\$58,500)	\$282,569
2014	\$195,000	\$135,831	\$330,831	(\$58,500)	\$272,331
2015	\$195,000	\$125,594	\$320,594	(\$58,500)	\$262,094
2016	\$195,000	\$115,356	\$310,356	(\$58,500)	\$251,856
2017	\$195,000	\$105,119	\$300,119	(\$58,500)	\$241,619
2018	\$195,000	\$94,881	\$289,881	(\$58,500)	\$231,381
2019	\$195,000	\$84,644	\$279,644	(\$58,500)	\$221,144
2020	\$195,000	\$74,894	\$269,894	(\$58,500)	\$211,394
2021	\$195,000	\$66,850	\$261,850	(\$58,500)	\$203,350
2022	\$195,000	\$58,806	\$253,806	(\$58,500)	\$195,306
2023	\$195,000	\$50,519	\$245,519	(\$58,500)	\$187,019
Future Payments					
2024	\$195,000	\$42,231	\$237,231	(\$58,500)	\$178,731
2025	\$195,000	\$33,944	\$228,944	(\$58,500)	\$170,444
2026	\$190,000	\$25,413	\$215,413	(\$57,000)	\$158,413
2027	\$190,000	\$17,100	\$207,100	(\$57,000)	\$150,100
2028	\$190,000	\$8,550	\$198,550	(\$57,000)	\$141,550
Total Payments	\$3,883,620	\$1,875,757	\$5,759,377	(\$1,165,086)	\$4,594,291

Present Worth of Past Payments @ 5% \$5,654,841
 October 2022 Enrollment as Percent of K-8 Capacity 81%
 Credited Amount \$4,601,453
 Amherst Net Local Assessed Valuation (November 2022) \$2,362,984,237
 PW of Past Payments Per Thousand Assessed Value \$1.95

Present Value of Future Payments @ 5% \$696,056
 October 2022 Enrollment as Percent of Capacity 81%
 Credited Amount \$566,394
 PW of Past Payments Per Thousand Assessed Value \$0.24

Type Unit	Avg Assessed Valuation Per Sq. Ft.	Raw Land Portion of Value @ 15%	Credit for Past Payments	Credit for Future Payments	Total Credit Allowance Per Sq. Ft. Living Area
Single Family	\$206	\$31	\$0.06	\$0.05	\$0.11
Townhouse	\$192	\$29	\$0.06	\$0.05	\$0.11
Two Family	\$199	\$30	\$0.06	\$0.05	\$0.11
Three or More Family	\$153	\$23	\$0.04	\$0.04	\$0.08
Manufactured Housing	\$83	\$12	\$0.02	\$0.02	\$0.04

Credits - Page 3

Souhegan Cooperative High School
Original Construction

Year	Original Principal Amount
1991	\$12,136,508
	6.00 to 7.45 %

ASSUMPTIONS
 State Aid To Coop. District: 40.0% Of Principal Due on Bonds
 Amherst Share of Net District Cost: 84.0% (FY 2023)
 Discount Rate: 5.0%

Year	Principal Payment	Interest Payment	Total Payment	Less State Aid	Net Debt Service Cost To District	Amherst Share of Net Cost @ 84%
1991	\$45,000	\$472,533	\$517,533	(\$18,000)	\$499,533	\$419,607
1992	\$955,000	\$469,833	\$1,424,833	(\$382,000)	\$1,042,833	\$875,979
1993	\$1,165,000	\$411,100	\$1,576,100	(\$466,000)	\$1,110,100	\$932,484
1994	\$1,200,000	\$338,288	\$1,538,288	(\$480,000)	\$1,058,288	\$888,962
1995	\$1,265,000	\$262,088	\$1,527,088	(\$506,000)	\$1,021,088	\$857,714
1996	\$1,335,000	\$180,494	\$1,515,494	(\$534,000)	\$981,494	\$824,455
1997	\$1,420,000	\$93,720	\$1,513,720	(\$568,000)	\$945,720	\$794,405
1998	\$860,962	\$599,038	\$1,460,000	(\$344,385)	\$1,115,615	\$937,117
1999	\$631,854	\$523,146	\$1,155,000	(\$252,742)	\$902,258	\$757,897
2000	\$549,585	\$535,415	\$1,085,000	(\$219,834)	\$865,166	\$726,739
2001	\$475,122	\$539,879	\$1,015,001	(\$190,049)	\$824,952	\$692,959
2002	\$410,366	\$534,634	\$945,000	(\$164,146)	\$780,853	\$655,917
2003	\$354,165	\$525,835	\$880,000	(\$141,666)	\$738,334	\$620,201
2004	\$305,565	\$514,435	\$820,000	(\$122,226)	\$697,774	\$586,130
2005	\$261,964	\$498,036	\$760,000	(\$104,786)	\$655,214	\$550,380
2006	\$222,978	\$477,022	\$700,000	(\$89,191)	\$610,809	\$513,079
2007	\$189,682	\$455,318	\$645,000	(\$75,873)	\$569,128	\$478,067
2008	\$160,032	\$429,968	\$590,000	(\$64,013)	\$525,988	\$441,830
2009	\$133,718	\$401,282	\$535,000	(\$53,487)	\$481,513	\$404,471
2010	\$112,670	\$372,330	\$485,000	(\$45,068)	\$439,932	\$369,543
2011	\$92,846	\$337,154	\$430,000	(\$37,138)	\$392,862	\$330,004
Total Payments	\$12,146,509	\$8,971,546	\$21,118,055	(\$4,858,604)	\$16,259,451	\$13,657,940

Present Worth of Past Payments by Town @ 5% \$44,312,894
 October 2022 Enrollment as Percent of Capacity 69%
 Credited Amount \$30,715,392
 Amherst Net Local Assessed Valuation (November 2022) \$2,362,984,237
 PW of Past Payments Per Thousand Assessed Value \$13.00

Type Unit	Avg Assessed Valuation Per Sq. Ft.	Raw Land Portion of Value @ 15%	Credit for Past Payments	Credit for Future Payments	Total Credit Allowance
Single Family	\$206	\$31	\$0.40	\$0.00	\$0.40
Townhouse	\$192	\$29	\$0.38	\$0.00	\$0.38
Two Family	\$199	\$30	\$0.39	\$0.00	\$0.39
Three or More Family	\$153	\$23	\$0.30	\$0.00	\$0.30
Manufactured Housing	\$83	\$12	\$0.16	\$0.00	\$0.16

Credits - Page 4
 Souhegan Cooperative High School
 Annex Construction

Year	Original Principal Amount
2003	\$5,800,000
	4.95%

ASSUMPTIONS
 State Aid To Coop. District: 40.0% Of Principal Due on Bonds
 Amherst Share of Net District Cost: 84.0% (FY 2023)
 Discount Rate: 5.0%

Year	Principal Payment	Interest Payment	Total Payment	Less State Aid	Net Debt Service Cost To District	Amherst Share of Net Cost @ 84%
Past Payments						
2003	\$580,000	\$161,455	\$741,455	(\$232,000)	\$509,455	\$427,942
2004	\$580,000	\$258,390	\$838,390	(\$232,000)	\$606,390	\$509,368
2005	\$580,000	\$229,680	\$809,680	(\$232,000)	\$577,680	\$485,251
2006	\$580,000	\$200,970	\$780,970	(\$232,000)	\$548,970	\$461,135
2007	\$580,000	\$172,260	\$752,260	(\$232,000)	\$520,260	\$437,018
2008	\$580,000	\$143,550	\$723,550	(\$232,000)	\$491,550	\$412,902
2009	\$580,000	\$114,840	\$694,840	(\$232,000)	\$462,840	\$388,786
2010	\$580,000	\$86,130	\$666,130	(\$232,000)	\$434,130	\$364,669
2011	\$580,000	\$57,420	\$637,420	(\$232,000)	\$405,420	\$340,553
2012	\$580,000	\$28,710	\$608,710	(\$232,000)	\$376,710	\$316,436
Total Payments	\$5,800,000	\$1,453,405	\$7,253,405	(\$2,320,000)	\$4,933,405	\$4,144,060

Present Worth of Past Payments @ 5% \$9,069,904
 October 2022 Enrollment as Percent of Capacity 69%
 Credited Amount \$6,286,785
 Amherst Net Local Assessed Valuation (November 2022) \$2,362,984,237
 PW of Past Payments Per Thousand Assessed Value \$2.66

Type Unit	Avg Assessed Valuation Per Sq. Ft.	Raw Land Portion of Value @ 15%	Credit for Past Payments	Credit for Future Payments	Total Credits
Single Family	\$206	\$31	\$0.08	\$0.00	\$0.08
Townhouse	\$192	\$29	\$0.08	\$0.00	\$0.08
Two Family	\$199	\$30	\$0.08	\$0.00	\$0.08
Three or More Family	\$153	\$23	\$0.06	\$0.00	\$0.06
Manufactured Housing	\$83	\$12	\$0.03	\$0.00	\$0.03

Credits Page 5

Credit for Existing Deficiency

			Cost/Sq. Ft.	
			Permanent	
		Sq. Ft.	Facilities	Cost to Rectify
Portable Classrooms	4 Classrooms	7,072	\$239	\$1,690,208
Wilkins Elementary			Less State Building Aid @ 30%	(\$507,062)
			Amherst School District Cost	\$1,183,146
			Amherst Net Local Assessed Valuation (November 2022)	\$2,362,984,237
			Cost Per Thousand Assessed Valuation	\$0.50

Type Unit	Avg Assessed Valuation Per Sq. Ft.	Raw Land Portion of Value @ 15%	Credit for Past Payments	Credit for Future Payments	Total Credit Allowance
Single Family	\$206	\$31	\$0.00	\$0.10	\$0.10
Townhouse	\$192	\$29	\$0.00	\$0.10	\$0.10
Two Family	\$199	\$30	\$0.00	\$0.10	\$0.10
Three or More Family	\$153	\$23	\$0.00	\$0.08	\$0.08
Manufactured Housing	\$83	\$12	\$0.00	\$0.04	\$0.04

5. Use of Funds and Duration of Fees

The school impact fee acts to recoup a portion of the local capital investment in the public schools serving Amherst. For impact fee purposes, the standards used to define the amount of facility space per pupil capacity are based on a 2004 analysis of K-8 facilities (NESDC), and a 2010 capacity estimate for the Souhegan High School (Gale Associates). Subsequent plans and proposed projects that could increase the floor area per pupil in the K-8 grades have not been approved by the voters.

Maximum capacity of the schools assumed by the impact fee standards are:

- 761 - Clark-Wilkins elementary schools (excluding pre-school)
- 828 - Amherst Middle School
- 1,589 - Total K-8 enrollment
- 1,007 - Souhegan High School

If the maximum capacity limits of the fee basis for K-8 pupils or high school students were to be exceeded, and no new projects had been approved to expand their capacity, then consideration should be given to rescinding the fee or issuing refunds. However, impact fees may be held for up to 6 years before being appropriated for an eligible use.

At the present time, the impact fees can be used to offset a portion of debt service on past school construction or improvement projects, or applied toward other capital improvements that are consistent with the impact fee ordinance definition of capital facilities and Town policies on impact fee appropriations.

D. Public Safety Impact Fees

1. Proportionate Demand on Public Safety Facilities

The proportionate demand generated by residential vs. commercial development on public safety functions has been retained from the 2020 study. For impact fee cost allocation purposes, this study assigns a 71% / 29% allocation of Police Department demand to residential vs. commercial sectors, and a 74% / 26% allocation of demand for Fire-EMS.

PROPORTIONATE SHARE FACTORS FOR PUBLIC SAFETY DEMAND: AMHERST NEW HAMPSHIRE									
Demand Sector	Protective Factors: Persons and Property			Response Factors				Weighted Avg. Police	Weighted Avg. Fire & EMS
	Assessed Valuation (2019)	Population & Private Sector Employment (2020)	Sq. Feet Finished Building Area (2019)	Police Department Dispatches by Address (2017-2019) *	Police Department Offenses by Property Type (2017-2019)*	Fire / EMS Runs by Address (2017-2019)	Fire / EMS Runs by Property Use Code (2017-2019)		
Residential Share	87%	75%	77%	81%	47%	75%	66%	71%	74%
Commercial Share	13%	25%	23%	19%	53%	25%	34%	29%	26%
Weighting Factor	1.0	1.0	1.0	2.0	2.0	2.0	2.0		

* Dispatch data by address excludes calls not associated with a specific location and those registered at the Police Station. Offense data excludes incidents at public property locations.

2. Allocation of Costs to Existing vs. New Development

The change in the demographic baseline and projected residential growth has resulted in a small modification in the assignment of the total capital investment in the departments to existing (2020 baseline) needs vs. those attributable to new development (occurring from 2020 to 2040). In this update, cumulative public safety capital investments are assigned 86% to the baseline needs of 2020 and the remainder (14%) as the portion attributable to new development. In the original study, the proportionate split was assigned 85% to existing uses and 15% to new development.

3. Replacement Costs Assigned to Buildings

The total capital investment in Police Department facilities and capital equipment (excluding vehicles) has been updated to 2023 using the Town's fixed asset records for the Amherst Street facility, now used entirely for Police Department functions.

In this update, the capital value of the Police Department building has been separated from that of the Fire-EMS building on the lot. In the original 2020 study, the capital values of the safety buildings were merged and divided by their combined square footage to assign a uniform value per square foot to each department. In this update, capital values of their respective buildings is assigned separately, which results in allocating a greater capital value to the Police Department, and somewhat less to Fire-EMS buildings.

The recent completion of improvements to the Police Department headquarters, totaling \$739,230 in 2021-2022 has also increased the total replacement cost assigned to its building.

While future improvements may eventually be made to any or all public safety buildings, the impact fee basis assumes that the current facilities of both departments will be adequate to accommodate the needs of projected development through 2040.

4. Estimate of 2023 Replacement Cost of Capital Equipment

For both the Police and Fire-EMS functions, fixed asset values from Finance Department records have been used as a base from which to estimate replacement costs in 2023.

For buildings and improvements, the RS Means (RSM) Square Foot Costs index for January 2023 was applied relative to the RSM value in the year the asset was placed in service.

Adjustments to original costs for capital equipment are based on the Consumer Price Index or CPI (all urban consumers) for the US using its March 2023 value.

For major vehicles and apparatus, the estimated 2023 replacements costs are those provided by the Fire Chief.

Summary of 2023 Replacement Cost Estimates - Public Safety Capital Facilities			
Component	Police	Fire-EMS	Total
Land & Buildings	\$3,830,520	\$1,380,693	\$5,211,213
Capital Equipment	\$492,474	\$821,672	\$1,314,146
Major Vehicles / Apparatus	--	\$5,760,000	\$5,760,000
Total	\$4,322,994	\$7,962,365	\$12,285,359

Police Department Facilities	Date Acquired or Placed in Service	Year Added	Original Cost	Cost Index	Base Yr Index	2023 Index	2023 Repl Cost
Police Department Building							
175&177 Amherst Street (Police/EMS)	01-01-1981	1981	\$ 548,592.00	RSM	56.6	287.8	\$ 2,789,484
B-O Energy Kine Boiler System 2000	01-25-2007	2007	\$ 11,294.38	RSM	159.3	287.8	\$ 20,405
Police Station Tile Flooring	01-18-2008	2008	\$ 14,085.00	RSM	173.5	287.8	\$ 23,364
Hydronic Air Handler	06-17-2016	2016	\$ 7,982.00	RSM	200.9	287.8	\$ 11,435
Police Station Renovations Phase 1	2021	2021	\$ 609,000.00	RSM	226.7	287.8	\$ 773,137
Police Station Renovations Phase 2	2022	2022	\$ 130,230.00	RSM	264.7	287.8	\$ 141,595
50% of Land Value (Site Shared with Fire-EMS)				50% of Assessed Value of Land			\$ 71,100
Total Police Station Building							\$ 3,830,520
Police Department Equipment							
Motorola Radio Console	01-01-1999	1999	\$ 6,700.00	CPI	166.6	301.8	\$ 12,137
ST1 State/NCIC Interface SW	01-01-1999	1999	\$ 7,000.00	CPI	166.6	301.8	\$ 12,681
Modem & Mobile 48G 4800 Baud Rad(5)	01-01-1999	1999	\$ 6,250.00	CPI	166.6	301.8	\$ 11,322
PMC4-1 Mobile SW (4)	01-01-1999	1999	\$ 6,000.00	CPI	166.6	301.8	\$ 10,869
PC5 Base SW	01-01-1999	1999	\$ 8,000.00	CPI	166.6	301.8	\$ 14,492
Domestic Preparedness Protective Gear	01-15-2004	2004	\$ 5,830.04	CPI	188.9	301.8	\$ 9,314
Dispatch Equipment & Antennas	01-01-2005	2005	\$ 41,780.96	CPI	195.3	301.8	\$ 64,565
IMC Software & Record Mgmt	06-01-2005	2005	\$ 65,200.00	CPI	195.3	301.8	\$ 100,755
Model T5766 Base - Police	08-18-2005	2005	\$ 5,526.00	CPI	195.3	301.8	\$ 8,539
Voter - Police	12-27-2005	2005	\$ 8,200.00	CPI	195.3	301.8	\$ 12,672
2013 Kohler 60KW generator	12-19-2012	2012	\$ 36,346.00	CPI	229.5	301.8	\$ 47,796
Radio Equipment Bon Terrain	12-20-2012	2012	\$ 11,244.50	CPI	229.5	301.8	\$ 14,787
Radio Equipment & Antenna	11-01-2013	2013	\$ 15,620.00	CPI	233.0	301.8	\$ 20,232
Repeater Conversion-Radio Equipment	07-27-2017	2017	\$ 35,875.00	CPI	245.1	301.8	\$ 44,174
VM Server	04-03-2018	2018	\$ 17,109.00	CPI	251.1	301.8	\$ 20,564
Radio Console/computers	06-26-2018	2018	\$ 7,903.00	CPI	251.1	301.8	\$ 9,499
Camera System	11-01-2018	2018	\$ 9,800.00	CPI	251.1	301.8	\$ 11,779
Radio Equipment New Boston AFTS	02-01-2021	2021	\$ 28,936.00	CPI	271.0	301.8	\$ 32,225
Radio Equipment Bon Terrain (FY22)	02-01-2022	2022	\$ 33,237.00	CPI	294.4	301.8	\$ 34,072
Total Police Equipment							\$ 492,474
Police Department Total Replacement Costs 2023 Estimate							\$ 4,322,994

Fire and EMS Facilities	Date Acquired or Placed in Service	Year Added	Original Cost	Cost Index	Base Yr Index	2023 Index	2023 Repl Cost
Fire-EMS Buildings							
62 Stearns Road - South Station Bldg	06-19-1975	1975	\$ 37,547.5	RSM	41.3	287.8	\$ 261,651
Sprinkler - AFD	12-01-2000	2000	\$ 14,415.00	RSM	111.9	287.8	\$ 37,075
Vehicle Exhaust - EMS Bay	02-01-2010	2010	\$ 11,048.76	RSM	172.5	287.8	\$ 18,434
Vehicle Exhaust Ssystem - Fire	02-01-2010	2010	\$ 67,289.49	RSM	172.5	287.8	\$ 112,266
Gas Furnace - Central Fire	08-20-2010	2010	\$ 7,618.48	RSM	172.5	287.8	\$ 12,711
New Roof - Central Fire	11-08-2010	2010	\$ 37,400.00	RSM	172.5	287.8	\$ 62,398
AFD Preconstruction 1/31/17	01-24-2017	2017	\$ 19,500.00	RSM	200.7	287.8	\$ 27,963
Fire Station Reno - Application#001	03-07-2017	2017	\$ 39,331.90	RSM	200.7	287.8	\$ 56,401
Fire Station Reno- Application #002	04-18-2017	2017	\$ 209,011.66	RSM	200.7	287.8	\$ 299,719
Fire Station Reno - Application#003	05-16-2017	2017	\$ 87,680.69	RSM	200.7	287.8	\$ 125,732
Fire Station Reno - Application #004	06-13-2017	2017	\$ 63,700.62	RSM	200.7	287.8	\$ 91,345
Fire Station Reno-Application #005 & #006	10-31-2017	2017	\$ 36,889.13	RSM	200.7	287.8	\$ 52,898
South Station Land Value						Assessed Land Value	\$ 151,000
50% of Amherst Street Site Shared with PD						50% of Assessed Land Value	\$ 71,100
Total Fire Station Buildings			\$ 631,433.24				\$ 1,380,693
EMS Capital Equipment Except Vehicles							
Monitor Defibrillator	08-02-1999	1999	\$ 23,519.38	CPI	166.6	301.8	\$ 42,606
30 Motorola Minitor IV	11-18-2004	2004	\$ 9,150.00	CPI	188.9	301.8	\$ 14,619
Frink 10' Trailblazer Plow	02-11-2009	2009	\$ 5,400.00	CPI	195.3	301.8	\$ 8,345
Resuscitation System	06-01-2009	2009	\$ 15,964.97	CPI	195.3	301.8	\$ 24,671
Scott Air Paks (3)	04-20-2015	2015	\$ 16,884.00	CPI	214.5	301.8	\$ 23,756
Electric Stretchers for the ambulances	09-02-2016	2016	\$ 23,517.01	CPI	200.9	301.8	\$ 35,328
Physio LifePak monitors (2)	07-31-2019	2019	\$ 50,040.80	CPI	255.7	301.8	\$ 59,063
Fire Capital Equipment Except Vehicles							
Hydraulic Extrinsic Equipment	01-01-1999	1999	\$ 22,000.00	CPI	166.6	301.8	\$ 39,854
Deck Guns (3)	01-01-1999	1999	\$ 8,100.00	CPI	166.6	301.8	\$ 14,673
PPV Fans (3)	01-01-1999	1999	\$ 5,400.00	CPI	166.6	301.8	\$ 9,782
Scott Air Packs (35)	01-01-1999	1999	\$ 35,000.00	CPI	166.6	301.8	\$ 63,403
13 Carbon Cylinders w/Valve	08-31-1999	1999	\$ 8,242.00	CPI	166.6	301.8	\$ 14,931
20 Carbon Cylinders w/Valve	02-18-2000	2000	\$ 12,680.00	CPI	172.2	301.8	\$ 22,223
Fire Generator	11-24-2003	2003	\$ 13,425.00	CPI	184.0	301.8	\$ 22,020
Fire Equipment & Protective Gear	04-26-2004	2004	\$ 76,621.26	CPI	188.9	301.8	\$ 122,416
Fire Radio Base Station	06-04-2004	2004	\$ 37,205.30	CPI	188.9	301.8	\$ 59,442
Firefighter Equipment - Cylinders	06-28-2004	2004	\$ 34,960.00	CPI	188.9	301.8	\$ 55,855
Voter - Fire Department	12-27-2005	2005	\$ 8,200.00	CPI	195.3	301.8	\$ 12,672
IMC Software - Fire Record	01-24-2011	2011	\$ 5,750.00	CPI	224.9	301.8	\$ 7,716
Bullard Eclipse LD 320 Therm Imager	05-03-2013	2013	\$ 11,995.00	CPI	233.0	301.8	\$ 15,537
Amkus AMK-22 Cutter	06-26-2013	2013	\$ 5,895.00	CPI	233.0	301.8	\$ 7,636
SCBA'S (4)	09-26-2013	2013	\$ 20,999.00	CPI	233.0	301.8	\$ 27,200
Air Pak, Face Pieces, Carbon Cylinders & Valves	05-13-2016	2016	\$ 11,640.00	CPI	240.0	301.8	\$ 14,637
Lucas Chest Compression System- Battery Charges	08-13-2016	2016	\$ 29,844.44	CPI	240.0	301.8	\$ 37,529
AED'S	09-08-2016	2016	\$ 36,087.95	CPI	240.0	301.8	\$ 45,381
Purchase from Fire Tech	06-28-2021	2021	\$ 18,297.00	CPI	271.0	301.8	\$ 20,377
Total Capital Equipment - Fire and EMS							\$ 821,672
Fire & EMS Total Replacement Costs 2023 Estimate - Buidlings and Equipment							\$ 2,202,365

Amherst Fire-Rescue - Major Vehicles and Apparatus - 2023 Estimated Replacement Cost

Vehicle Year of Manufacture	Description	Designation	2023 Estimated Replacement Cost
2021	Toyne / Spartan Pumper	Engine 1	\$707,000
2019	Chevy Tahoe	Command 1	\$56,000
2017	Ford F-450 Type 1 Ambulance	Amb 1	\$335,000
2017	Ford Explorer	Car 4 - EMT Shuttle	\$56,000
2015	HME Pumper Model 1871	Engine 2	\$707,000
2011	Ford Type I Ambulance	Amb 2	\$335,000
2008	Ford F350 w/plow	Utility (transfer from REC)	\$50,000
2008	Ford F-350 Explorer - Command 2	Command 2	\$50,000
2007	Peterbuilt / S & S 3000 Gal Tanker	Tanker 1	\$500,000
2006	Ford F-350 Forestry/Brush Truck	Forestry 2	\$50,000
2002	Pierce / Dash Pumper	Engine 3	\$707,000
1997	Simon Duplex Ladder/Aerial Truck	LT1	\$1,300,000
1991	Pierce / Lance Pumper	Engine 5	\$707,000
1983	International Tanker Model 1854 DT466	Forestry 1	\$200,000
Total Vehicles and Apparatus			\$5,760,000

5. Police Department Impact Fee

POLICE DEPARTMENT IMPACT FEE - AMHERST NH 2023 UPDATE			
Service Demand Factor	2020 Base Year Updated	2040 Conditions Projected	Change from Base Year
RESIDENTIAL SECTOR			
Total Persons / Household Population	11,753	13,043	1,290
Households (Occupied Units)	4,305	4,997	692
Average Household Size	2.73	2.61	-0.12
Total Housing Units	4,466	5,184	718
COMMERCIAL SECTOR			
Employment (Private Sector)	3,973	4,947	974
Private Sector Employment Per Household	0.92	0.99	
Commercial Uses Floor Area	3,010,000	3,749,849	739,849
Commercial Floor Area Per Employee	758	758	
Police Department Staffing & Facility Size			
Full Time Sworn Personnel (Officers)	19	23	<i>Maximum staffing assumed at 30 with entire facility devoted to Police Department</i>
Full Time Officers Per 1000 Housing Units	4.25	4.25	
Full Time Officers Per 1000 Population	1.62	1.75	
Full Time Total Personnel	25	30	
Floor Area Per Full Time Office at Buildout	450	450	
Floor Area Per Full Time Employee at Buildout	342	342	
Total Floor Area Needed at Standard	8,545	10,254	
Demand on Capital Facilities			
Police Department Building and Capital Equipment	Attributed to Existing Demand	Total Facility Investment or Replacement Cost	Portion Allocated to New Development
Replacement Cost of Buildings & Improvements	\$3,294,247	\$3,830,520	\$536,273
Replacement Cost of Equipment Excluding Vehicles	\$423,528	\$492,474	\$68,946
Total Attributed Capital Costs - Police Department	\$3,717,775	\$4,322,994	\$605,219
Apportionment of Cost (Existing vs. New)	86%	Total	14%
Residential Share of Demand	71%	71%	71%
Non-Residential Share of Demand	29%	29%	29%
Capital Cost Attributed to Residential	\$2,639,620	\$3,069,326	\$429,706
Capital Cost Attributed to Commercial	\$1,078,155	\$1,253,668	\$175,513
Average Cost Per Housing Unit - Residential Development			\$598
Average Cost Per Sq. Ft. Living Area - Residential Development			\$0.27
Average Cost Per Square Foot - New Commercial Development			\$0.24

PUBLIC SAFETY FACILITY COSTS PER UNIT OF NEW DEVELOPMENT - POLICE DEPARTMENT IMPACT FEE OPTIONS				
Residential Capital Cost Per Dwelling Unit	Average Living Area	Average Household Size	Impact Fee By Living Area of Unit	Impact Fee by Household Size
Average Housing Unit	2,222	2.73	\$598	\$598
Single Family Detached	2,335	2.81	\$631	\$616
Attached and Townhouse	1,328	2.07	\$359	\$453
Two Family Structures	1,388	1.84	\$375	\$403
Multifamily Structures 3+ Units	1,129	1.84	\$305	\$403
Manufactured Housing	1,039	2.21	\$280	\$484
Commercial Uses Capital Cost Per Square Foot		Non-Residential PD Call Multiplier	Impact Fee Per Sq. Ft.	
Average Non-Residential		1.00	\$0.24	
Retail, Including Restaurants		2.00	\$0.48	
Offices and Commercial Services		1.10	\$0.26	
Industrial, Transportation, Whse, Communic.		0.40	\$0.10	
Non-Govt Institutional Uses		0.20	\$0.05	

6. Fire & EMS Impact Fee

FIRE - EMS FACILITIES IMPACT FEE - AMHERST, NH - 2023 UPDATE			
Service Demand Factor	2020 Base Year Updated	2040 Conditions Projected	Change from Base Year
RESIDENTIAL SECTOR			
Total Persons / Household Population	11,753	13,043	1,290
Households (Occupied Units)	4,305	4,997	692
Average Household Size	2.73	2.61	-0.12
Total Housing Units	4,466	5,184	718
COMMERCIAL SECTOR			
Employment (Private Sector)	3,973	4,947	974
Private Sector Employment Per Household	0.92	0.99	
Commercial Uses Floor Area	3,010,000	3,749,849	739,849
Commercial Floor Area Per Employee	758	758	
Floor Area of Facilities			
	Existing Space Demand at Buildout Standard	Facilities Serving 2040	Attributable to New Development
Finished Floor Area Central Fire Station		10,872	
Finished Floor Area South Station		2,730	
Total Facility Space Fire/ & EMS		13,602	
Station Space Required Per Housing Unit (Implied Standard Based on Buildout)	2.62	2.62	
Station Space Allocation (Existing/Buildout)	11,701	13,602	1,901
Building Area Needs and Capital Costs			
	Demand on Capital Facilities		
	Apportioned to Existing Demands	Total Investment in Facilities - Replacement Cost	Portion Allocated to New Development
Apportionment Existing vs. New Development	86%	Total	14%
Fire-EMS Land & Buildings	\$1,187,396	\$1,380,693	\$193,297
Fire-EMS Capital Equipment	\$706,638	\$821,672	\$115,034
Apparatus & Vehicles	\$4,953,600	\$5,760,000	\$806,400
Total Capital Facility Investment	\$6,847,634	\$7,962,365	\$1,114,731
Residential Share of Demand	74%	74%	74%
Non-Residential Share of Demand	26%	26%	26%
Capital Cost Attributed to Residential Sector	\$5,067,249	\$5,892,150	\$824,901
Capital Cost Attributed to Commercial Sector	\$1,780,385	\$2,070,215	\$289,830
Average Cost Per Housing Unit			\$1,149
Average Cost Per Sq. Ft. Living Area - New Residential Development			\$0.52
Average Cost Per Square Foot - New Non-Residential Development			\$0.39

PUBLIC SAFETY FACILITY COSTS PER UNIT OF NEW DEVELOPMENT - FIRE-EMS IMPACT FEE OPTIONS				
Residential Capital Cost Per Dwelling Unit	Average Living Area	Avg Household Size	Impact Fee Based on Living Area	Impact Fee Based on Household Size
Average Housing Unit	2,222	2.73	\$1,155	\$1,149
Single Family Detached	2,335	2.81	\$1,214	\$1,183
Attached and Townhouse	1,328	2.07	\$691	\$871
Two Family Structures	1,388	1.84	\$722	\$774
Multifamily Structures 3+ Units	1,129	1.84	\$587	\$774
Manufactured Housing	1,039	2.21	\$540	\$930
Commercial Uses Capital Cost Per Square Foot		Non-Residential FD Call Multiplier	Impact Fee Per Sq. Ft.	
Average Non-Residential		1.00	\$0.39	
Retail, Including Restaurants		1.50	\$0.59	
Offices and Commercial Services		2.00	\$0.78	
Industrial, Transportation, Whse, Communic.		0.50	\$0.20	
Non-Govt Institutional		0.50	\$0.20	

7. Use of Funds and Duration of Public Safety Fees

Both of the public safety fees (Police and Fire-EMS) are based on the recoupment of capital investments that are presumed to be adequate to support the projected 2040 population and households, and anticipated growth in commercial uses.

If new capital investments are made, those values may be added to the cost basis of the fee in future updates. Components taken out of service should be removed from the capital basis of the fee.

Uses of the public safety impact fees may include:

- Improvements to the sites and buildings of each department;
- The acquisition or improvement of capital equipment of the departments;
- Acquisition of Fire-EMS vehicles and apparatus.

Use of funds may also be affected by the Town's impact fee ordinance provisions or its local policy on use of funds.

Under the assumptions of the current fee models, the fees can continue to be collected until residential and non-residential sectors begin to exceed the 2040 projections:

Population exceeds 13,000 or total housing units reaches 5,200 (residential)

Private sector employment in Amherst reaches 5,000

Before these limits are reached, however, it is likely that future updates would act to review and redefine the relationship of capital investment to the service base of the community.

E. Recreation Impact Fee

1. Authority and Limits to Assessment

An important caveat of the New Hampshire authorizing legislation (RSA 674:21, V) is its prohibition on the use of impact fees to pay for *public open space* (which is undefined in the statute). In this report, it is assumed that the level of active programs, recreational sports uses, and the degree of improvements to a particular parcel, and the presence of developed facilities on the property are reasonable means to distinguish between sites that comprise “recreational facilities” versus those serving principally as “open space” within the meaning of RSA 674:21, V.

It seems reasonable to assume that projects eligible for use of impact fee funds should include items such development of parking, trails and trailhead access, or other physical improvements that enable active recreation uses to occur within a parcel that also provides public open space.

2. Standard for Assessment

The computation of impact fees requires a standard that defines the proportionate value of capital improvements that are of benefit to new development. Sometimes these are based on a quantity of facilities, such as recommended ratios of ballfields and tennis courts per thousand population. But this approach to defining recreation has become less popular due to its rigidity and variations in the popularity of certain facilities between communities and over time.

In this recreation impact fee, the standard is defined by estimating the level of municipal capital investment in recreation facilities per household. This approach estimates the current replacement cost of existing municipal recreation facilities, then adds the cost to complete other recreation initiatives contained in the most recent Amherst Recreation Strategic Plan which have a high likelihood of implementation.

Total capital investment (existing plus planned) are then apportioned per capita to an estimated 2040 population as average capital cost per household for that horizon year. The cost per household is then stated as an average per square foot of living area based on the size of an average housing unit in Amherst.

3. Replacement Cost of Existing Facilities

In the chart below, the estimated 2023 replacement cost of Town owned or operated recreation facilities is estimated, along with the value of supporting land. These estimates are based on data from the Town’s fixed asset records of capital expenditures relating to recreation facilities. The records show the original cost and acquisition or placed-in-service date of recreation assets. For some other improvements that are not fully reflected in the municipal asset inventory, we have used the replacement cost of buildings from the property tax assessment records as an estimate of their capital value.

A significant change in recreation fee update is the addition of the Buck Meadow property (land and buildings) which now support public recreation activity, and which is the focus for planned future investment in new outdoor fields and facilities. The site was not included in the original fee calculation as it had not yet been acquired by the Town after at the time the original fee study was underway.

The original costs recorded in the Amherst fixed asset files, and the year the improvement was placed in service represent the original cost of the asset. To arrive at a current replacement cost we apply a cost index to adjust to 2023 values. The Engineering News Record (ENR) construction cost index was applied in the case of land improvements (fields, courts, outdoor facilities). An RS Means square foot cost index was used to estimate current replacement costs of buildings and related improvements. Land values shown for recreation sites reflect the 2023 valuations found in Town's tax assessment files.

Estimated Replacement Cost of Amherst Public Recreation Facilities 2023							
Recreation Facilities	Date Constructed or Placed in Service	Year of Original Construction	Original Cost From Fixed Asset File	Cost Index Applied (1)	Base Yr Index	2023 Index (1)	2023 Estimated Replacement Cost
Recreation Land Improvements							
Fence Davis Lane	08-29-2003	2003	\$ 14,819.50	ENR	6782	13175	\$ 28,789
Bear Athletic Fields	06-30-2008	2008	\$ 459,732.86	ENR	8550	13175	\$ 708,419
Renovation AMS Field	10-31-2009	2009	\$ 58,843.40	ENR	8641	13175	\$ 89,719
Davis Lane Tennis Courts	09-08-2015	2015	\$ 67,541.48	ENR	10135	13175	\$ 87,801
Davis Lane Fence	09-21-2015	2015	\$ 5,315.00	ENR	10135	13175	\$ 6,909
Recreation Buildings & Improvements							
25 Broadway (Town Beach)	12-29-1971	1971	Repl. Cost Assessor	n.a.	n.a.	n.a.	\$ 146,099
Recreation Office - 4 Cross Road	1971	1971	Repl. Cost Assessor	n.a.	n.a.	n.a.	\$ 261,426
Buck Meadow Building	1981	1981	Repl. Cost Assessor	n.a.	n.a.	n.a.	\$ 314,015
PMEC Building (66 Brook Road)	09-30-1997	1997	\$ 71,566.74	RSM	105.3	287.8	\$ 195,602
PMEC Addition (Brook Road)	12-31-2003	2003	\$ 76,503.97	RSM	122.2	287.8	\$ 180,179
PMEC Building Addition P 2&3	06-30-2008	2008	\$ 373,834.44	RSM	161.9	287.8	\$ 664,543
Duct System	02-01-2016	2016	\$ 8,773.00	RSM	200.5	287.8	\$ 12,593
Garage Door Barn	05-09-2016	2016	\$ 7,700.00	RSM	200.5	287.8	\$ 11,053
PMEC Outbuilding/Garage	2020	2020	\$ 8,200.00	RSM	224.8	287.8	\$ 10,498
Recreation Equipment Excluding Vehicles & Maintenance Equipment							
Skating Rink	12-08-2014	2014	\$ 15,000.00	ENR	9936	13175	\$ 19,890
Baboosic Lake Docks	05-13-2015	2015	\$ 46,791.93	ENR	10135	12175	\$ 56,210
Joshua's Park Playground	08-02-2016	2016	\$ 16,965.00	ENR	10531	13175	\$ 21,224
Disc Golf Pro28 (at Birch Park)	06-28-2017	2016	\$ 14,610.09	ENR	10870	13175	\$ 17,708
Total Recreation Improvements and Facilities							\$ 2,832,677
Land Supporting Recreation Facilities							
66 Brook Road (PMEC site)							\$ 136,000
65 Brook Road (PMEC site)							\$ 18,200
25 Broadway (Town Beach site)							\$ 98,200
5 Davis Lane (Tennis Courts site)							\$ 104,400
13 Middle Street (Buchanan Park - Skating Rink)							\$ 185,600
37 Courthouse Road - Joshua's Park site							\$ 181,200
30 Route 101A - (Buck Meadow)							\$ 372,900
Total Supporting Land Value							\$ 1,096,500
Total Recreation Facility Capital Value							\$ 3,929,177
<i>(1) Cost adjustment index for buildings (RSM) based on RS Means Square Foot Cost for January 2023; cost adjustment for other improvement to lands is ENR: Engineering News Record (ENR) Construction Cost Index for March 2023. 2023 estimated replacement cost is original cost times the change in the RSM or ENR index. For older buildings (1971) the replacement costs reflect the tax assessor estimate of replacement cost. Land value of recreation sites reflects property tax record for parcel.</i>							

At the time of this analysis, the available index values for these adjustments were: Engineering News Record (ENR) Construction Cost as of March 2023; RS Means index as of January 2023; and the Consumer Price Index (CPI) as of March 2023.

4. Capital Investment per Household and Impact Fee

Based on the most recent Recreation Strategic Plan, anticipated facility investments include the creation of new field space at Buck Meadow, and resurfacing of the tennis courts at the Amherst Middle School. The Recreation Department anticipates that a 50% Land and Water Conservation Fund (LWCF) grant will support 50% of the Buck Meadow improvements.

Not included in the fee basis is the cost of an indoor recreation facility envisioned in the Strategic Plan that has an estimated total cost of just over \$8 million, of which \$5 million would be bond-financed. At this time the inclusion of such a large capital expenditure within the fee basis would be speculative due to uncertainty of implementation.

Amherst Recreation Impact Fee Update 2023	
Existing Facility Investment (Replacement Cost)	
Recreation Facilities & Improvements	\$2,832,677
Land Supporting Town Recreation Facilities	\$1,096,500
Subtotal Existing Facilities	\$3,929,177
Recreation Strategic Plan - New Sites and Facilities	
New Recreation Field Space Excluding 50% LWCF Grant(1)	\$185,000
Indoor Recreation Facility /Community Center (2)	(reserved)
Resurface AMS Tennis Courts	\$85,000
Total Planned Facilities	\$270,000
Cumulative Capital Investment	\$4,199,177
Projected 2040 Housing Units	5,184
Projected 2040 Households	4,997
Projected 2040 Population	13,043
Average Recreation Investment Per Per Capita at the Projected 2040 Population	\$322
Average Household Size in 2020 (Census)	2.73
Average Recreation Investment Per Household	\$879
Average Home Size - All Housing Units	2,222
Recreation Fee Per Sq. Ft. Living Area	\$0.40
<i>(1) Total cost estimated at \$370,000 less anticipated LWCF grant of \$185,000 (50%)</i>	
<i>(2) Current likelihood of project implementation low. As of 2023, total estimated cost is \$8.10 million financed by \$5.0 MM bond with balance of \$3.0 MM raised by donations.</i>	

The updated cumulative facility investment (past and anticipated) totals about \$4.2 million. Based on the projected population and households in Amherst in 2040, the average cost is **\$332** per capita, or **\$879** for an average household. The impact fee is computed based on the average living area of all dwelling units in Amherst (estimated in 2020 at 2,222 square feet), or **\$0.40 per square foot**.

5. Use of Funds and Duration of Recreation Impact Fee

The principal projects now anticipated by the Recreation Strategic Plan call for improvement to the tennis courts at the Amherst Middle School site, and the development of new fields at Buck Meadow. Recreation impact fee revenue should first be directed toward implementing these two projects. Once these items are completed, the fees could be directed to acquire, build or improve other recreation capital facilities that emerge from the Recreation Strategic Plan as updated.

The recreation impact fee is designed to recover from new development its proportionate share of the municipal capital investment in public recreation facilities. Since new development will enjoy the benefits of existing and planned recreation facilities, the fee recoups a portion of the cost of capital facilities already in service, and a portion of future capital costs.

Recreation impact fee assessments as computed in this update could continue until:

The Town population begins to exceed 13,000, or

The total number of housing units in Amherst reaches 5,200

However, it is more likely that future updates of the recreation fee will reflect new capital projects and that new future service base or buildout projections will be made for residential development, resulting in new capital cost allocations per household.

F. Road Impact Fee+

1. Authority and Limitations

Under RSA 674:21, V impact fees may be assessed for construction or improvement of capital facilities owned or operated by the municipality, including “public road systems and rights of way”. This means that road impact fees must be limited to Class V highways or Class IV urban compact roads that are maintained by the Town.

Minor streets that function primarily to provide access to neighborhoods and which have little through traffic are probably not appropriate as part of an impact fee assessment formula. Developers already are responsible for constructing new streets within subdivisions or to access developable land.

This section updates the road impact fee with Amherst Department of Public Works 2023 road reconstruction cost estimates.

2. Structure of Impact Fee Model and Assumptions

The fee model involves a number of assumptions when applied to a local road system:

- Average daily trip generation by use
- Percent of trips “new” to the system
(Generally 100% for residential; variable for non-residential)
- Average trip length
- Estimated portion of trip length affecting Town-maintained *arterial and feeder roads*
- Road development costs per lane-mile

The model applied in Amherst uses a modified “lane-mile” model to allocate a proportionate cost of Amherst arterial and feeder roads to a single family home and its associated trip generation.¹ The model computes the estimated number of lane-miles of road capacity that are encumbered by trip generation and vehicles per day associated with various land uses.

The Amherst model is based on the assumption that the impact fee should be based on the probable impacts on its *principal (arterial and feeder) Class V roads* that will be affected by travel to and from all most all land uses and provide a common benefit to development throughout the Town.

¹ The model approach shown here is based adapted from the modeling approaches illustrated in [A Practitioners Guide to Development Impact Fees](#), 1991, James C. Nicholas, et.al.

a. Trip Length on Subject Road System

Paved Class V mileage in Amherst represents about 86% of the total paved road mileage within the Town (the balance are State-maintained). Within the inventory of Town-maintained paved roads, 41% of the road mileage is classified as either a local arterial or feeder road.

These combined factors generate an estimate of 2.33 miles per trip on Amherst Class V arterial/feeder roads. $(10.5 \text{ miles per average trip} \times .60 \text{ [portion of average trip distance within Amherst]} \times .86 \text{ [share of paved road miles in Amherst maintained by Town]} \times .41 \text{ [portion of Class V paved road miles designated as local feeders or arterials]}) = 2.33 \text{ miles per trip on locally designated arterial or feeder roads.}$

b. Cost per Vehicle per Lane Mile

Each use is projected to generate a proportionate demand on the capacity of a lane-mile of roadway based on the average daily vehicles per lane that it generates. The proportionate demand on the capacity (and cost) per lane mile is then a function of the percentage of lane capacity (3,750 per lane per day) encumbered by the development based on its estimated trip generation.

The 2023 road impact fee has been updated only with respect to road improvement cost estimates. In its road improvement program, the Amherst DPW has color-coded each road segment in Amherst relative to its condition and need for improvement. Road segments classified as “red” (having a low pavement condition index) are those in need of the most extensive work.

For the 2023 impact fee, the average cost per mile for the rebuilding of “red” roads is now estimated by the DPW at \$590,000 per mile (\$295,000 per lane-mile for a two lane road).² This is 11.6 % lower than the cost assumptions applied in the 2020 impact fee model, in which the road program costs included many segments of full depth reconstruction. The current DPW road improvement program focused on a series of treatments that will rely more on reclamation than full depth reconstruction.

Within the model BCM Planning has incorporated a 50% discount for the commercial uses. This is suggested for several reasons: (1) State highways in Amherst may absorb more of the average trip impact for travel to and from retail and commercial centers; and (2) literature on trip generation suggests that commercial trip generation rates may over-estimate net effects on trips by failing to account for intervening travel and multiple trip purposes.

² Cost estimates provided by Eric M. Slosek, Director, Amherst Public Works Department 04-14-2023. Estimated replacement cost of the “code red” roads is \$10.93 million, equivalent to \$111.72 per linear foot, or \$589,882 per mile.

Amherst Road Impact Fee Model as Applied to Single Family Dwelling

Road Reconstruction Cost Basis For 2023 - Amherst Road Impact Fee		
Estimated Travel Demand on Subject Roadways (Local Arterials and Feeders)		
Single Family Home Trip Ends Per Day	9.44	Average daily trips generated (ITE, Trip Generation, 2017)
Percent New Trips	100%	Adjustment factor - percent new trips for this use
Average Trip Length - Miles - All Purposes	10.5	National Household Travel Survey (NHTS), 2017
Estimated Portion of Avg. Trip Length Within Amherst	63%	Est. % of trips that are 6 miles or less (NHTS, 2017)
Percent of Amherst Paved Road Mileage Class V	86%	Class V paved roads as percent of total paved roads
Arterial/Feeder Roads Portion of Town Paved Roads	41%	Locally designated arterials or feeders as % of Class V paved
Estimated Miles Per Trip Class V Arterial/Feeder Roads	2.33	Average miles per trip affecting arterials & feeders
Allowance for Two-Way Travel (Trip End Distribution)	50%	Splits trip cost allocation between origin and destination
Vehicles Per Lane-Mile Per Day on Subject Roadways	11.00	Trip ends per day x miles per trip on subject roads x 50%
Proportionate Demand Roadway Capacity and Cost - Single Family Home		
Roadway Level of Service	LOS C	1998 Amherst Master Plan estimate for 2-lane Class V road
Max Daily Traffic Capacity (Class V, Two-Way)	7,500	Average annual daily traffic (total roadway)
One Lane @ 1/2 of capacity =	3,750	ADT Per Lane-Mile At Level of Service C
Portion of Lane Capacity Encumbered	0.00293	Vehicles per lane-mile per day as share of lane capacity
Average Reconstruction / Reclamation Cost Per Mile	\$590,000	2023 Amherst DPW estimated average cost for improvements of "code red" Town road segments (roads in worst condition)
Reconstruction Cost Per Lane-Mile	\$295,000	Convert to cost per lane- mile @ 50% of cost per mile
Road Impact Fee Per Unit for Single Family Detached Home)	\$865	Road impact fee for single family home
Average Living Area Amherst SF Detached Home 2020	2,335	Living areas per housing unit in Amherst computed in 2020 study
Road Impact Fee Per Sq. Ft. Living Area	\$0.37	Fee per unit divided by average living area of home (repeated for other structure types)

AMHERST ROAD IMPACT FEE SCHEDULE 2023 UPDATE					
Residential Structure Type	Average Daily Trips (ITE 2017 and ITE 2008 for Townhouse)	Attributed Arterial/Feeder Roads - Vehicles Per Lane Mile	Road Impact Fee Per Dwelling Unit	Average Living Area Per Dwelling 2020	Road Impact Fee Per Sq. Ft. Living Area
Single Family Detached	9.44	11.00	\$865	2,335	\$0.37
Townhouse (Attached)	5.81	6.77	\$532	1,328	\$0.40
Two Family	7.32	8.53	\$671	1,388	\$0.48
Three or More Family	5.44	6.34	\$499	1,129	\$0.44
Manufactured Home	5.00	5.83	\$458	1,039	\$0.44
Commercial Development Category	Average Daily Trips Per 1000 Sq. Ft. (ITE, 2017)	% New Trips	Attributed VPLM (2) Per Day Per 1000 Sq. Ft.	Attributable Cost Per Sq. Ft. Leasable Area	Road Impact Fee Per Sq. Ft. @ 50% of Calculated Amount
Retail (Shopping Center Basis)	37.75	50%	21.99	\$1.73	\$0.87
Office (General Office Basis)	9.74	100%	11.35	\$0.89	\$0.45
Industrial (Industrial Park Basis)	3.37	100%	3.93	\$0.31	\$0.16
Institutional & Other (1)	12.40	100%	14.45	\$1.14	\$0.57
<i>(1) Median of ITE rates available per 1000 square feet for schools, church, hospital, nursing home. (2) VPLM = Vehicles Per Lane Mile</i>					

3. Use of Funds and Duration of Road Impact Fee

The Amherst road impact fee is based on the ongoing need for road reconstruction as part of a long term program that will support the capacity of the network of the primary Class V roads.

Each unit of new development is assessed a one-time fee that is commensurate with the cost to construct a roadway area sufficient to accommodate the vehicle trips it generates on the arterial and feeder roads of the Town.

As the fee basis presumes the implementation of an ongoing road improvement cycle, there is no defined “end point” or sunset date that would limit collecting such fees provided that the funds are used within the statutory maximum holding period (appropriated within 6 years of their collection).

To preserve the nexus between new development and road impacts, the road impact fees should be applied toward town road improvement projects within the network of Class V roads that are classified by the DPW as arterial or feeder roads.



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: Sick Leave Policy, Updated Proposal **Department:** Administration
Meeting Date: June 12, 2023 **Staff Contact:**

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Amended Sick Leave rev8 Final edit

holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

3065 Workers' Compensation Insurance

Effective Date: 9/27/2004

The Town of Amherst provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

3076 Sick Leave & Maximum Accrual Benefits

Effective Date: 2/6/2023

The Town of Amherst provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- * Regular full-time employees
- * Regular part-time employees (pro-rated)

Annual Sick Leave: Eligible employees will accrue sick leave benefits at the rate 2.154 hours per pay period (56 hours per year). For Regular part-time employees sick time will accrue on a pro-rated basis based on their actual hours worked. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, parent-in-law, spouse, or domestic partner of the employee. Sick leave benefits may also be used to care for any sick or injured family member not otherwise specified who resides with the employee. Sick leave benefits are intended solely to provide income protection during periods of illness, injury, or FMLA leave and may not be used for any other absence.

Accumulated Sick Leave: Employees may accumulate up to 240 hours of sick leave which may be used to augment their annual sick leave accrual in the event of an absence for any reason noted above (i.e., accumulated sick leave may be used once all annual sick leave accrual has been exhausted).

Sick Leave Incentive: Employees have two options on their respective anniversary date: 1) the employee may elect to receive payment for 50% of their unused annual sick leave, with the remaining 50% being applied toward their accumulated sick leave; or, 2) the employee may elect to have 100% of their unused annual sick leave applied toward their accumulated sick leave. The 50% payout/50% application to accumulated sick leave is

the default. Any employee wishing to move 100% of their remaining annual sick time to their accumulated sick leave must email Payroll 30 days prior to their anniversary.

Once an employee has reached their maximum accumulated sick leave accrual of 240 hours, all unused annual sick leave shall be paid at 100%. Payment shall be made in the month following the employee's anniversary date. Upon separation from employment, the employee shall be paid for any unused annual and accumulated sick leave as outlined below:

- *50% paid after less than 5 years of eligible service
- *75% paid after 5 years of eligible service
- *100% paid after 10 years of eligible service

Sick leave benefits (Annual and Accumulated) will be calculated based on the employee's base pay rate at the time of absence or separation and will not include any special forms of compensation, such as overtime, incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits (e.g., Short Term Disability). Sick leave benefits shall be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or the Town of Amherst-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

309 Bereavement Leave

Effective Date: 9/27/2004

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 3 days of paid bereavement leave will be provided to eligible employees in the following classification(s):

- * Regular full-time employees
- * Regular part-time employees

For Regular part-time employees sick time will accrue on a pro-rated basis based on their average number of regularly scheduled work hours. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: Unassigned Fund Balance discussion, continued

Department: Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Action Item 1-2, Draft of Unassigned Fund Balance Policy, D D'A

CURRENT LANGUAGE:

Minimum Level of Unassigned Fund Balance The New Hampshire Department of Revenue recommends that cities and towns will strive to maintain an unassigned fund balance in its General Fund equal to 8-15% of the total annual appropriations of the community (which includes the Town, County, and School District). The Amherst Board of Selectmen has chosen to target an unassigned fund balance equal to 10% of the total annual appropriations. To balance the desire to minimize the property tax rate and to help avoid large fluctuations in the tax rate, the Selectmen will generally apply 50% of the unassigned fund balance that exceeds the targeted 10% each fall to offset property taxes. The Selectmen will review this information each year in order to determine if circumstances warrant increasing or reducing the amount applied from the unassigned fund balance to reduce property taxes.

PROPOSED LANGUAGE:

Minimum Level of Unassigned Fund Balance The New Hampshire Department of Revenue recommends that cities and towns will strive to maintain an unassigned fund balance in its General Fund equal to 5-17% of the total annual appropriations of the community (which includes the Town, County, and School District)¹.

For purposes of this policy, the denominator for the unassigned fund balance ratio shall be the “Total General Fund Expenditures” value from the prior fiscal year’s MS 535 report to the New Hampshire Department of Revenue Administration. The numerator of this ratio shall be the “Unassigned fund balance, ending” value from the prior fiscal year’s “Statement of Revenues, Expenditures, and Changes in Unassigned Fund Balance, Budget and Actual (Non-GAAP Budgetary Basis)”, currently Exhibit 7 in the Town’s Audited Financial Report.

This resulting fiscal year-end unassigned fund balance ratio will be reviewed by the selectmen prior to establishing the tax rate for the second biannual tax bill. The selectmen will attempt to balance:

- 1) the desire to minimize the property tax rate and to avoid large fluctuations in the tax rate, and
- 2) the desire to maintain a target “post-December tax bill” range for the remaining unassigned fund balance, and
- 3) the desire to return funds in excess of the target range to the taxpayers in ways that do not cause fluctuations in the tax rate, e.g., by funding projects that would otherwise have required raising new taxes.

The Amherst Board of Selectmen has chosen to set a target range for the post-December tax bill unassigned fund balance equal to 8% - 10% of total general fund expenditures. The Selectmen will review the status of the unassigned balance each year in order to determine if circumstances warrant making an exception to this policy.

¹ As outlined in the Fund Balance Retention Section of the Amherst Town Annual Report (e.g., page 126 of the 2022 Town Report).

For BOS Discussion:

Example (Worst Case) Unassigned Fund Balance Need:

Assume normal June or December funding needs and ZERO funds available:

Town -- $\$15,000,000 / 12 = \$1,250,000$

ASD -- \$ 2,073,000

SCSD -- \$ 1,186,000

Total -- \$4,509,000 = 8.22% of the unassigned balance



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: PFAS Update

Department: Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

Discuss situation on Thornton Ferry 1 and new contract for Sanborn Head.

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: Purchase EX Mark Lazer X 72"
Mower with Bagging System

Department: Parks & Recreation
Department

Meeting Date: June 12, 2023

Staff Contact: Craig Fraley

BACKGROUND INFORMATION:

The Parks and Recreation Department is looking to replace our 2009 Ex Mark Mower. The 2009 mower is starting to show wear and tear. Repairs are increasing, including a new motor in 2019. When we started the process of purchasing this mower, it was discovered that there are few left of this series available. We did not put this item out to bid as the purchase is time sensitive to the relation of how many are in stock in the US. We have been told by EX Mark they have one available for us at their headquarters. Each of the vendors we reached out to, would be getting the same unit from Ex mark, but the change in price is from the mark up of the individual vendor. The Parks Crew is very happy with the Ex Mark X series of mowers and we have had them for the past 16 years. In the summer of 2022, the department looked into the possibility of changing over to a commercial electric mower. We were really excited about the idea of going electric, but the only issue is electric mowers do not come with the capability of bagging. The bagging option is very important to our leaf collection operations in the fall. We made the decision to stay with the gas mower until there is an option for bagging in the electric mowers.

The department plans to keep the 2009 mower in service through the 2023 season. We would like to sell the unit on an online auction site once we have the new mower up and running.

We received three quotes for the replacement mower. Turf Depot, from Hooksett NH, came in with the lowest quote of \$19,747.99. We recommend going with Turf Depot as they are well known in the industry for having great service.

BUDGET IMPACT:

(Include general ledger account numbers)

It was our plan to purchase this mower out of both the 01 and 02 Revolving fund budget but we underspent a few lines in our 01 FY23 budget. This will allow us to purchase this until out of the 01 operating budget.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

I recommend purchasing the EX Mark Lazer X 72" mower. The EX Mark mowers have proved to be the leader in commercial grade mowers for durability and longevity.

SUGGESTED MOTION:

I move we approve the purchase of the Ex Mark Lazer X 72" Mower with Bagging system from Turf Depot for the price of \$19,747.99.

TOWN ADMINISTRATOR RECOMMENDATION:

If you choose to do this you should vote to suspend the purchasing policy in this instance.

ATTACHMENTS:

1. selectmans packet for Ex Mark Mower

TOWN OF AMHERST

Town Department: Recreation

Date: June 12, 2023

Line Item: 01-4520-60-2612

Budget Amount:

Bid #: Item: Ex Mark Lazer X 72" Mower with Bagging system

Date Bid To Be Awarded: June 12, 2023

VENDOR Name and Address PRICE/UNIT TOTAL OTHER CONSIDERATIONS

Turf Depot
39 Londonderry Tpke
Hooksett, NH 03105
\$19,747.99

Greenlands Outdoor Power
Equipment Corp.
25 Manchester St
Concord NH 03301
\$20,932.00

The Engine House
321 Nashua St
Milford NH 03055-3748
\$21,020.00

Recommend bid be awarded to: Turf Depot _____
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.



www.turfdepot.com
39 Londonderry Tpke | Hooksett, NH 03105
888-621-1100



www.robo-turf.com
877-626-8873



(800) 305-9255

Work Order

1405787

Thank you for your business! We do not accept returns on serialized equipment, special orders or electrical parts. Parts that qualify for return may be returned in 10 days with original receipt and unused in the original packaging.

Bill To	Ship To
Amherst Parks & Recreation 4 Cross Road Amherst, NH 03031	

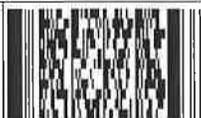
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
211097	Keith Trott	02-6000030	(603) 673-6248	(603) 801-6399	Estimate	
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Perry Chaloge	Perry Chaloge	05/31/23	1405787	ktrott@amherstnh.gov; kimball@amherstnh.gov		Retail Sales

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
109-9629	EXCA	Comp Kit LZX726	1		1	\$469.99	\$469.99	\$469.99
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZX993EBV726X1	EXEW	Lazer X 72" B&S Van EFI 37HP	1		1	\$19,899.99	\$15,759.00	\$15,759.00
LZUV3B	EXEW	Cma Uv Next Gen 3 Bag	1		1	\$4,399.00	\$3,519.00	\$3,519.00

Invoice Total	\$19,747.99
Sales Tax	\$0.00
Grand Total	\$19,747.99

Thank you for your business. You can now shop for parts online at www.propartsdirect.net.

Notes:



Customer acknowledges receipt thereof:

GREENLANDS OUTDOOR POWER EQUIP CORP
 25 MANCHESTER ST
 CONCORD NH 03301
 (603)225-3387

SOLD TO:
 TOWN OF AMHERST
 PO BOX 960
 AMHERST, NH 03031

SHIP TO:
 TOWN OF AMHERST
 PO BOX 960
 AMHERST, NH 03031

8016399

TERMINAL: 11

No returns or service warranties without receipt.
 No returns on special order or electrical parts.
 There is a 15% restocking fee on returns.

SHIPPED VIA: CUSTOMER PICKUP
 12:56:00 PAGE: 1 OF 1

ACCT. NO.	DATE	INVOICE NO.	SALESMAN	STORE	P/O NUMBER	SPECIAL INFORMATION		
8016399	5/24/23	294354	008/008	1				
ORD.	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		1	EXWLZX993EBV726X1	LAZER X 72IN 37HP	16744.00	16744.00	16744.00
				SN-				
1	1		1	EXWLZUVQD11	QD ULTRA VAC 60 72	3754.00	3754.00	3754.00
				SN-				
1	1		1	EXW109-9629	UV COMPLETING KIT	424.00	424.00	424.00
				SN-				
PRICE REFLECTS MAXIMUM DISCOUNTS FOR THE TOWN OF AMHERST. PRICE INCLUDES SET UP AND DELIVERY. THIS IS A 72INCH X SERIES 37HP EFI BRIGGS VANGUARD OIL GUARD UNIT								
QUOTE ONLY: 1						SUB TOTAL		20932.00
						MISC.		0.00
						LABOR		0.00
						TAX		0.00
						INVOICE TOTAL		20932.00

REC'D BY:

IMPORTANT NOTICE
 It is agreed as part of the consideration for this sale that the price shown hereon for the goods shall be paid on or before the 10th day of the month following the month of purchase. Any portion of the sale price not paid within said time period shall thereafter bear interest at the HIGHEST PREVAILING RATE. All claims and returned goods MUST be accompanied by this invoice. There will be no refund or exchange on electrical parts. The factory warranty constitutes all of the warranties with respect to the sale of the equipment. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this equipment.

KEEP THIS INVOICE AS IT IS YOUR ONLY COPY



Prepared For

Keith Trott
Amherst Parks and Rec
Amherst , NH 03031
ktrott@amherstnh.gov
603-801-6399

Prepared By

Ryan Price
The Engine House (#480S188)
321 Nashua St
Milford, NH 03055-3748
(603) 673-1337
theenginehouse@gmail.com

Quote # 1019267
Quote Type Bid
Created On 6/1/2023

Equipment

Lazer Z X-Series 37 HP* Briggs Vanguard EFI 993 Oil Guard w/72" UltraCut
Series 6 Deck, Susp Seat & Wide Semi-Pneum
ULTRAVAC, LZ QD 11BUSHEL
KIT,UV DRIVE 726

	CSP	Price	Quantity	Extended Price
	\$19,899.99	\$16,500.00	1	\$16,500.00
	\$4,899.00	\$4,100.00	1	\$4,100.00
	\$499.00	\$420.00	1	\$420.00
		Equipment Total		\$21,020.00
		Sales Tax (0.000 %)		\$0.00
		Total Savings Amount)		\$6,244.00
		Total		\$21,020.00

Notes

Prices subject to change.
Prices shown are in USD.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Kubota Tractor Purchase
Meeting Date: June 12, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

As planned in the DPW equipment replacement plan, we desire to replace our small Kubota tractor. We have had good luck with Kubota, and with the service at Chappell Tractor, and therefore desire to stay with Kubota. We solicited bids for a replacement. The tractor we solicited bids for is slightly bigger than the tractor we are replacing (24.3HP vs. 23HP). This slight upgrade is in our plan. The reason is that we were seeking something that is capable of snowblowing our sidewalks during winter operations. In addition to replacing the tractor itself, we are also seeking to purchase a snow blower attachment with it.

We directly invited four Kubota dealers to bid. Only Chappell Tractor submitted a proposal. We recommend awarding the bid to Chappell Tractor in the amount of \$37,379. This amount includes a trade-in value of our existing tractor of \$2500.00, and a finance rebate of \$1,590.00 for payment in full. The bid amount for the tractor without trade or finance rebate was \$41,469.00.

BUDGET IMPACT:

(Include general ledger account numbers)

\$10K from 01-4312-70-2740 (New Equipment Capital); \$27,379.00 from DPW Equipment CRF.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award bid to Chappell Tractor for the amount of \$37,379.00 for purchase of a new tractor, including trade-in of old tractor.

SUGGESTED MOTION:

I move to award bid number 12-23 for the purchase of a new Kubotra Tractor with snow blower attachment, and the trade-in of our old tractor for \$2500.00, to Chappell Tractor for the amount of \$37,379.00. I further authorize the Town Administrator to sign any related paperwork for this purchase.

TOWN ADMINISTRATOR RECOMMENDATION:

If you accept the bid you should waive the purchasing policy on this purchase.

ATTACHMENTS:

1. award Forms 12-23
2. Chappell Bid

OWN OF AMHERST

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-70-2740 New Equip Cap.
10-3915-33-3915 CRF

Budget Amount:

Bid # 12-23 Item: Kubota B2601HSD-1 Tractor

Date Bid To Be Awarded: June 12, 2023

<u>Vendor</u>	<u>Price</u>	<u>Other Considerations</u>
1. Chappell Tractor	\$41,469.00	All option & Trade/Rebates \$37,379.00
2.		
3.		
4.		
5.		
6.		

Recommend bid be awarded to: Chappell Tractor

Signature of Town Administrator / Date

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

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.

CHAPPELL TRACTOR BID

06/01/23

Town of Amherst



Request for Proposals

Bid # DPW 12-23

“Kubota B2601HSD-1 Tractor”

Date Issued: May 23, 2023

Date Proposals Due: June 2, 2023

Proposals Submitted to: Town Administrator's Office

Amherst Town Hall

2 Main Street

Amherst, NH 03031

Attachment A

Chappell Sale Price

Base equipment:

	Model #	
• 4WD TRACTOR W/FOLDABLE ROPS	B2601HSD-1	\$18,475.00
• F-TIRE 23X8.50-12 R14T GOODYEAR SST	ABR8791A	\$Incl.
• RT TITN 12-16.5 R14T STL 6BLT	ABR8792A	\$Incl.
• MECH 2 LVR QUICK COUPLER	B1673	\$556.00
• FRT LDR W/GRILL GUARD/B-01 SERIES	LA435	\$4,339.00
• 54" QA BUCKET	B2371	\$550.00
• K-CONNECT FRONT PTO KIT FOR B01 TRACTORS	B3411	\$897.00\$
• 4-PT FRONT HITCH FOR B01 TRACTORS	B3410	\$1,518.00
	TOTAL	\$26,317.00

Optional Equipment:

	Model #	
• 48" Commercial front snow blower	BX2830	\$4,644.00
• ELEC CHUTE DEFLECTOR / BX2816/BX2822	BX2820A	\$807.00
• BOLT ON CUTTING EDGE	B2373	\$238.00
• PLASTIC SKID SHOES & CUTTING EDGE	BX2831	\$450.00
• SNOWBLOWER SIDE EXTENSIONS	B2786	\$194.00
• HIGH CAPACITY ALTERNATOR KIT	B7311	\$369.00
• Curtis hard Cab w/heat, lights front/rear		\$7,900
• Load tires		\$ Incl.
• LED Beacon w/switch		\$550.00
	Options Total	\$15,152.00

Equipment for Trade-in:

2007 Kubota with bucket. To view tractor for trade, please call 603-673-2317 to schedule a time.

Chappell Tractor Trade Value \$2,500

Non Finance Rebate \$1,590

Total w/ all options \$41,469.00

Total w/ all options & Trade/Rebates \$37,379.00

Delivery Date is Approximately 2 weeks from approval



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Crack Sealing Bid
Meeting Date: June 12, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We recently solicited bids for crack sealing Town Roads. We received bids from two companies, Indus and H.W. Dow. H.W. Dow had the low bid at \$43,120.00. Indus's bid was \$77,665.00. They also submitted an alternative bid totaling \$60,415.00 which specified a different material than we requested. H.W. Dow has done a great job crack sealing town roads over the last handful of years. We recommend awarding this work to H.W. Dow.

BUDGET IMPACT:

(Include general ledger account numbers)

\$43,120 from 01-4312-70-2730 (Road Maintenance). We will request to encumber this money through a separate formal request.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend awarding work to H.W. Dow.

SUGGESTED MOTION:

I move to award bid number 13-23, Crack Sealing, to H.W. Dow for the amount of \$43,120.00.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. HWDow Bid
2. award Forms 13-23
3. Indus.

11 m Dow U66C

Roads	Distance	Bid	Written bid	
Aglipay Dr.	3,250 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	dollars/cents
Baboosic Lake Rd.	13,000 LF	\$4,400 ⁰⁰ / ₁₀₀	Four thousand four hundred	dollars/cents
Border St.	1,425 LF	\$880 ⁰⁰ / ₁₀₀	Eight hundred eighty	dollars/cents
Chandler Crossing	1,734 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	dollars/cents
Boston Post Rd.	1,400 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	
County Rd.	685 LF	\$880 ⁰⁰ / ₁₀₀	Eight hundred eighty	
Cricket Hill Rd.	3,800 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	0.*
Cross Rd.	3,800 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
Juniper Dr.	3,875 LF	\$4,400 ⁰⁰ / ₁₀₀	Four thousand four hundred	4,400.00+
Manchester Rd. (shim seam to Church St. / and Beaver Brook Corner to Limbo Lane)	2,400 LF	\$880	Eight hundred eighty	880.00+
Merrimack Rd. (SR122 to 101 overpass)	1,400 LF	\$880	Eight hundred eighty	2,200.00+
Nichols Rd.	3,220 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	880.00+
North Meadow Rd.	2,650 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
Pavillion/Broadway	1,912 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
Pond Parrish	7,400 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	4,400.00+
Seavern's Bridge Rd	3,224 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	880.00+
Southfield Dr.	1,300 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	880.00+
Veteran's Rd.	2,900 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
Walnut Hill Rd. (pavement seam near Pinnacle to Broadway)	7,360 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
Whiting Farm Rd.	2,600 LF	\$2,200 ⁰⁰ / ₁₀₀	Two thousand two hundred	2,200.00+
				43,120.00*

Total 343,120 Forty three thousand one hundred twenty

Traffic Control:

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

Henry W Dow
Print Representative's Name and Title

[Signature]
Representative's Signature

454 Fawcett Ave
Street

Pemscotuck NH 03278
City, State, and Zip Code

603-228-2877
Telephone and Fax Number

May 22, 2023
Date

TOWN OF AMHERST

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-70-2730

Budget Amount:

Bid #13-23

Item: Crack Sealing

Date Bid To Be Awarded: June 12, 2023

<u>Vendor</u>	<u>Price</u>	<u>Other Considerations</u>
1. H. W. Dow	\$43,120.00	
2. Indus	\$77,665.00 (Alternate material \$60,415.00)	
3.		
4.		
5.		
6		

Recommend bid be awarded to: H. W. Dow

Signature of Town Administrator / Date

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

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.

<u>Roads</u>	<u>Distance</u>	<u>Bid</u>	<u>Written bid</u>
Aglipay Dr.	3,250 LF	\$ 3,268.00	Three Thousand Two Hundred Sixty Eight Dollars and Zero Cents dollars/cents
Baboosic Lake Rd.	13,000 LF	\$ 14,858.00	Fourteen Thousand Eight Hundred Fifty-eight Dollars and Zero Cents dollars/cents
Border St.	1,425 LF	\$ 1,584.00	One Thousand Five Hundred Eight-four Dollars and Zero Cents dollars/cents
Chandler Crossing	1,734LF	\$ 2,132.00	Two Thousand One Hundred Thirty-two Dollars and Zero Cents dollars/cents
Boston Post Rd.	1,400 LF	\$ 1,667.00	One Thousand Six Hundred
County Rd.	685 LF	\$ 775.00	Seven Hundred Seventy-
Cricket Hill Rd.	3,800 LF	\$ 4,400.00	Four Thousand Four Hunc
Cross Rd.	3,800 LF	\$ 4,428.00	Four Thousand Four Hundrec
Juniper Dr.	3,875 LF	\$ 4,011.00	Four Thousand Eleven
Manchester Rd. (shim seam to Church St. / and Beaver Brook Corner to Limbo Lane)	2,400 LF	\$ 2,505.00	Two Thousand Five Hund
Merrimack Rd. (SR122 to 101 overpass)	1,400 LF	\$ 1,802.00	One Thousand Eight Hundred Two Dc
Nichols Rd.	3,220 LF	\$ 3,494.00	Three Thousand Four Hunc
North Meadow Rd.	2,650 LF	\$ 2,786.00	Two Thousand Seven Hur
Pavillion/Broadway	1,912 LF	\$ 2,045.00	Two Thousand Forty-f
Pond Parrish	7,400 LF	\$ 8,021.00	Eight Thousand Twenty-
Seavern's Bridge Rd	3,224 LF	\$ 3,971.00	Three Thousand Nine Hu
Southfield Dr.	1,300 LF	\$ 1,382.00	One Thousand Three Hu
Veteran's Rd.	2,900 LF	\$ 3,516.00	Three Thousand Five Hu
Walnut Hill Rd. (pavement seam near Pinnacle to Broadway)	7,360 LF	\$ 7,882.00	Seven Thousand Eight H
Whiting Farm Rd.	2,600 LF	\$ 3,138.00	Three Thousand One H
			0 * *
			3,268.00 +
			14,858.00 +
			1,584.00 +
			2,132.00 +
			1,667.00 +
			775.00 +
			4,400.00 +
			4,428.00 +
			4,011.00 +
			2,505.00 +
			1,802.00 +
			3,494.00 +
			2,786.00 +
			2,045.00 +
			8,021.00 +
			1,802.00 +
			3,494.00 +
			2,786.00 +
			2,045.00 +
			8,021.00 +
			3,971.00 +
			1,382.00 +
			3,516.00 +
			7,882.00 +
			3,138.00 +
			77,665.00 *

Traffic Control:

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

April Durant, Treasurer

Print Representative's Name and Title

825 Granite Street

Street

Ph: (781) 428-3400 Fx: (781) 428-3430

Telephone and Fax Number

April Durant
Representative's Signature

Braintree, MA 02184

City, State, and Zip Code

May 31, 2023

Date

Person signing proposal must be a person in your company authorized to sign contracts with the Town of Amherst, NH. 5

ALTERNATE BID ITEM: Polymer & Crumb Rubber Modified (PCRM)

<u>Roads</u>	<u>Distance</u>	<u>Bid</u>	<u>Written bid</u>	
Aglipay Dr.	3,250 LF	\$ <u>2,542.00</u>	Two thousand five hundred forty-two dollars and zero cents	
Baboosic Lake Rd.	13,000 LF	\$ <u>11,558.00</u>	Eleven thousand five hundred fifty-eight dollars and zero cents	
Border St.	1,425 LF	\$ <u>1,232.00</u>	One thousand two hundred thirty-two dollars and zero cents	
Chandler Crossing	1,734 LF	\$ <u>1,659.00</u>	One thousand six hundred fifty-nine dollars and zero cents	
Boston Post Rd.	1,400 LF	\$ <u>1,297.00</u>	One thousand two hundred ninety-seven dollars and zero cents	
County Rd.	685 LF	\$ <u>603.00</u>	Six hundred three dollars and zero cents	
Cricket Hill Rd.	3,800 LF	\$ <u>3,422.00</u>	Three thousand four hundred twenty-two dollars and zero cents	0 * *
Cross Rd.	3,800 LF	\$ <u>3,444.00</u>	Three thousand four hundred forty-four dollars and zero cents	2,542.00 +
Juniper Dr.	3,875 LF	\$ <u>3,120.00</u>	Three thousand one hundred twenty dollars and zero cents	11,558.00 +
Manchester Rd. (shim seam to Church St. / and Beaver Brook Corner to Limbo Lane)	2,400 LF	\$ <u>1,949.00</u>	One thousand nine hundred forty-nine dollars and zero cents	1,232.00 +
Merrimack Rd. (SR122 to 101 overpass)	1,400 LF	\$ <u>1,401.00</u>	One thousand four hundred one dollars and zero cents	1,659.00 +
Nichols Rd.	3,220 LF	\$ <u>2,718.00</u>	Two thousand seven hundred eighteen dollars and zero cents	1,297.00 +
North Meadow Rd.	2,650 LF	\$ <u>2,167.00</u>	Two thousand one hundred sixty-seven dollars and zero cents	603.00 +
Pavillion/Broadway	1,912 LF	\$ <u>1,591.00</u>	One thousand five hundred ninety-one dollars and zero cents	3,422.00 +
Pond Parrish	7,400 LF	\$ <u>6,240.00</u>	Six thousand two hundred forty dollars and zero cents	3,444.00 +
Seavern's Bridge Rd	3,224 LF	\$ <u>3,089.00</u>	Three thousand eighty-nine dollars and zero cents	3,120.00 +
Southfield Dr.	1,300 LF	\$ <u>1,075.00</u>	One thousand seventy-five dollars and zero cents	1,949.00 +
Veteran's Rd.	2,900 LF	\$ <u>2,736.00</u>	Two thousand seven hundred thirty-six dollars and zero cents	1,401.00 +
Walnut Hill Rd. (pavement seam near Pinnacle to Broadway)	7,360 LF	\$ <u>6,131.00</u>	Six thousand one hundred thirty-one dollars and zero cents	2,718.00 +
Whiting Farm Rd.	2,600 LF	\$ <u>2,441.00</u>	Two thousand four hundred forty-one dollars and zero cents	2,167.00 +
				1,591.00 +
				6,240.00 +
				3,089.00 +
				1,075.00 +
				2,736.00 +
				6,131.00 +
				2,441.00 +
				60,415.00 *

Traffic Control:

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

April Durant, Treasurer

Print Representative's Name and Title

825 Granite Street

Street

Ph: (781) 428-3400 Fx: (781) 428-3430

Telephone and Fax Number

April Durant
Representative's Signature

Braintree, MA 02184

City, State, and Zip Code

May 31, 2023

Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Line Striping Bid
Meeting Date: June 12, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We received three bids for line striping roads. The low bid was from Industrial Traffic Lines, Inc. for \$36,584.26 (\$0.115/LF). The other two bids were from K5 Corporation and Markings, Inc., totaling \$49,310.77 (\$0.155/LF) and \$54,082.78 (\$0.17/LF) respectively. We recommend awarding the contract to Industrial Traffic Lines, Inc.

BUDGET IMPACT:

(Include general ledger account numbers)

\$14,400 from 01-4312-40-2450 (Line Stripe Roads); \$22,184.26 from other accounts. We will request to encumber this money through a separate formal request.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award a contract to Industrial Traffic Lines Inc.

SUGGESTED MOTION:

I move to award bid number 14-23 to Industrial Traffic Lines Inc. for the amount of \$36,584.26.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. Industrial Traffic
2. K5 Corp
3. Markings Inc
4. 14-23 line striping
5. award Forms 14-23

BID NUMBER DPW#14-23 Line Striping

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 DPW 14-23 Line Striping 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 road painting, in Amherst, NH for the following Unit Prices:

Estimated length of 4" double yellow lined @ 318134' linear feet. **PRICE PER LINEAR FOOT IN-PLACE:** .115

Estimated length of 4" single white fog line @ 2,236' linear feet **PRICE PER LINEAR FOOT IN-PLACE:** .07

Per yellow linear foot Thirty six thousand five hundred eighty five and 41/100
(Written out)

Per white linear foot one hundred fifty six and 52/100
(Written out)

Scott B Mason
Print Bidder/Contractor's Name

Scott B Mason owner
Print Representative's Name and Title


Representative's Signature

3 Sanborn road
Street

Londonderry NH 03053
City, State and Zip Code

603-552-3780 fax 603-965-4380
Telephone and FAX Number

5/26/2023
Date

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

BID NUMBER DPW#14-23 Line Striping

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 DPW 14-23 Line Striping 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 road painting, in Amherst, NH for the following Unit Prices:

Estimated length of 4" double yellow lined @ 318134' linear feet. **PRICE PER LINEAR FOOT IN-PLACE:** \$0.155

Estimated length of 4" single white fog line @ 2,236' linear feet **PRICE PER LINEAR FOOT IN-PLACE:** \$0.08

Per yellow linear foot One hundred fifty-five thousandths
(Written out)

Per white linear foot Eight cents
(Written out)

K5 Corporation

Print Bidder/Contractor's Name

Kathy DeLong

Print Representative's Name and Title

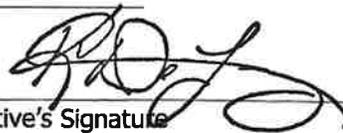
9 Rockview Way

Street

781-982-9229 / 781-982-9226

Telephone and FAX Number

Representative's Signature



Rockland, MA 02370

City, State and Zip Code

05/27/2023

Date

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

BID NUMBER DPW#14-23 Line Striping

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 DPW 14-23 Line Striping 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 road painting, in Amherst, NH for the following Unit Prices:

Estimated length of 4" double yellow lined @ 318134' linear feet. **PRICE PER LINEAR FOOT IN-PLACE:** 1.17

Estimated length of 4" single white fog line @ 2,236' linear feet **PRICE PER LINEAR FOOT IN-PLACE:** 1.09

Per yellow linear foot seventeen cents
(Written out)

Per white linear foot nine cents
(Written out)

Markings Inc.
Print Bidder/Contractor's Name

Monique Sully, President
Print Representative's Name and Title

Monique Sully
Representative's Signature

30 Riverside Dr.
Street

Benbrook, N.H. 02359
City, State and Zip Code

781-826-5771
Telephone and FAX Number

5/23/23
Date

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



DEPARTMENT OF PUBLIC WORKS

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

eslosek@amherstnh.gov

BID NUMBER
DPW #14-23

LINE STRIPING

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 **line striping** for various streets in Amherst.

Bidding Documents may be obtained, at no charge, at Amherst Town Hall, 2 Main Street or Public Works Office at 22 Dodge Road in Amherst, NH.

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 Hall, Town Administrators office, 2 Main St. Amherst, NH until 11:00 AM, Friday June 2, 2022. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room, 2 Main St. Award will be by the Board of Selectmen at a regular board meeting.

Each bid must be accompanied by BID SECURITY, payable to the Town of Amherst, in the amount of FIVE HUNDRED DOLLARS (\$500.00)

BID NUMBER DPW#14-23 Line Striping

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 DPW 14-23 Line Striping 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 road painting, in Amherst, NH for the following Unit Prices:

Estimated length of 4" double yellow lined @ 318134' linear feet. **PRICE PER LINEAR FOOT IN-PLACE:** _____

Estimated length of 4" single white fog line @ 2,236' linear feet **PRICE PER LINEAR FOOT IN-PLACE:** _____

Per yellow linear foot _____
(Written out)

Per white linear foot _____
(Written out)

Print Bidder/Contractor's Name

Print Representative's Name and Title

Representative's Signature

Street

City, State and Zip Code

Telephone and FAX Number

Date

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

AGREEMENT

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 19, 2023.
- 3) Specifications, Attachment B, dated May 19, 2023.
- 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 the date of this Agreement. The Contractor shall substantially complete the work not later than July 31, 2022, subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum per linear foot

is: \$ _____

**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. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified and payment made within 10 working days.
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.

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 DPW #13-23 Line Striping" and will be received at the Town Hall, Town Administrators office, 2 Main St., Amherst, NH until 11:00 AM, Friday June 2, 2023.
2. Shortly thereafter, bids will be publicly opened and read aloud at the Town Hall, 2 Main St., 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 six (6) 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 August 31, 2023. The Town of Amherst will make every effort to have projects ready for mid May.

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 therefrom. 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 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 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.

Line Striping

1. Scope of Work,

Centerline Pavement Markings, shall be the pavement markings used to delineate the separation of traffic lanes that have opposite directions of travel on a roadway, it may not always be located in the geometric center of the road and it shall be yellow. Painted double center lines shall be four inches wide, and shall be separated by discernible space.

Below are listed the total linear feet of each road scheduled to be repainted.
 Example: Craftsman Lane – (2,236 feet long X 2= 4,472’ listed below)

Road name	length	color	Road name	length	color
Camp Rd	4,224’	Yellow	Chestnut Hill Road	23,020’ Yellow	
Horace Greeley Rd	26,870’	Yellow	Mack Hill Rd	21,000’	Yellow
Main Street	3,696’	Yellow	Foundry Street	2,400’	Yellow
Jones R.	4,276’	Yellow	Boston Post Road	35,600’	Yellow
Mont Vernon Rd	10,560’	Yellow	Old Mont Vernon Rd	5,280’	Yellow
New Boston Road	14,044’	Yellow	Ponemah Hill Rd	6,972’	Yellow
Narragansett Rd.	1,676’	Yellow	Seaverns Bridge Rd.	10,032’	Yellow
Courthouse Road	3,448’	Yellow	Baboosic Lake Road	25,870’	Yellow
Spring Road	23,332’	Yellow	Thornton Ferry II	22,008’	Yellow
Stearns Road	12,460’	Yellow	Corduroy Road	9,504’	Yellow
Veterans Road	5,808’	Yellow	Windsor Drive	5,798’	Yellow
County Road	14,254’	Yellow	Rescue driveway	278’	Yellow
Cross Road	4,224’	Yellow	North Hollis Road	1,056’	Yellow
Old Nashua Road	9,504’	Yellow	Amherst St.	19,514’	
Manchester Road	2,754’	Yellow			
Craftsman Lane	2,236’	Yellow			
Christian Hill Road	10,560’	Yellow (Foundry to Eaton Rd)			
Walnut Hill Road	6,336’	Yellow (Not in the Narrows)			
Merrimack Road	25,526’	Yellow (Rte. 122 to Corduroy Rd.)			

Edge Line Pavement Markings, where indicated, shall delineate the right and left edges of a roadway. Edge line markings shall not be continued through intersections but shall not be broken for driveways. Painted edge lines shall be white in color and shall be four inches wide.

Road Name	Length	Color
Craftsman Lane	2,236’	White

A line through a particular road means it will not be done this year due to scheduled road reconstruction

2. Material

Quotes shall be based on use of a water-borne paint covering approximately 250 – 300 linear feet per gallon with retro-reflective glass beading added as sprayed.

3. Equipment

Yellow center lines and outer edge fog lines both with applied glass beading shall be applied by means of a truck mounted spray unit.

4. Preparation

Road painting of any sort will only take place when the road is dry (free of moisture). When this is in doubt, the final decision rests with the Amherst Public Works Director or his designee. Road painting will take place nights with adequate advance notice to schedule overtime with Public Works employees. Where and when appropriate, using best management practices, traffic cones and signage will be used to delineate fresh paint.

5. 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 line striping jobs within the last year including contact names and phone numbers.

6. Traffic Control

- a. For line striping preformed after 8:30 PM, the Town of Amherst will provide a guide and lighted vehicle to assist in performing this work.
- b. The contractor shall supply adequate signage and safety cones (1 every 75 to 100 feet).

TOWN OF AMHERST

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-40-2450

Budget Amount: 27,800.00

Bid #14-23

Item: Line Striping

Date Bid To Be Awarded: June 12, 2023

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
1. K5 Corporation	0.155 Per Linear Foot	\$49,310.77	
2. Markings, Inc.	0.17 Per Linear Foot	\$54,082.78	
3. Industrial Traffic Lines, Inc. (Scott Mason)	0.115Per Linear Foot	\$36,584.26	
4.			
5.			
6			

Recommend bid be awarded to: Industrial Traffic Lines, Inc.

Signature of Town Administrator / Date

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

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: Stop Bars Bid
Meeting Date: June 12, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We received two bids for repainting stop bars, crosswalks, and yield markings. The low bid was from K5 Corporation for \$13,400. The other bid was from Industrial Traffic Lines, Inc., totaling \$14,635. We recommend awarding the contract to K5 Corporation.

BUDGET IMPACT:

(Include general ledger account numbers)

\$13,400.00 from 01-4312-40-2450 (Line Stripe Roads).

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award a contract to K5 Corporation.

SUGGESTED MOTION:

I move to award bid number 15-23, Crosswalks, Stop Bars, & Yield Lines to K5 Corporation for the amount of \$13,400.00.

TOWN ADMINISTRATOR RECOMMENDATION:

concur

ATTACHMENTS:

1. Industrial Traffic
2. K5
3. award Forms 15-23
4. 15-23 Stop Bars & Crosswalksc

BID NUMBER DPW #15-23

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 "**Town of Amherst Bid DPW #15-23 Crosswalks, Yield Lines, Stop Bars**" 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 road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

Per Unit Price (\$): one dollar and .65/100 (\$)1.65
(Written) (Figure)

Re-painting Yield Lines (Shark teeth):

Per Unit Price (\$): three dollers and no/100 (\$)3.00
(Written) (Figure)

Re-Painting Stop Bars:

Per Unit Price (\$): one dollar and .50/100 (\$)1.50
(Written) (Figure)

Scott Mason
Print Bidder/Contractor's Name

Scott Mason owner
Print Representative's Name and Title

3 Sanborn road
Street

603-552-3780 fax 603-965-4380
Telephone and FAX Number


Representative's Signature

Londonderry NH 03053
City, State and Zip Code

5/30/2023
Date

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

BID NUMBER DPW #15-23

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 "**Town of Amherst Bid DPW #15-23 Crosswalks, Yield Lines, Stop Bars**" 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 road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

Per Unit Price (\$): One dollar and twenty five cents **(\$)** 1.25
(Written) (Figure)

Re-painting Yield Lines (Shark teeth):

Per Unit Price (\$): Seventy five dollars **(\$)** 75.00
(Written) (Figure)

Re-Painting Stop Bars:

Per Unit Price (\$): One dollar and twenty five cents **(\$)** 1.25
(Written) (Figure)

K5 Corporation
Print Bidder/Contractor's Name

Kathy DeLong President
Print Representative's Name and Title

9 Rockview Way
Street

781-982-9229 / 781-982-9226
Telephone and FAX Number


Representative's Signature

Rockland, MA 02370
City, State and Zip Code

05/27/2023
Date

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

TOWN OF AMHERST

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-40-2450

Budget Amount: 27,800.00

Bid #15-23

Item: Crosswalks, Yield Lines & Stop Bars

Date Bid To Be Awarded: June 12, 2023

<u>Vendor</u>	<u>Price</u>	<u>Total</u>
1. Industrial Traffic Lines, Inc.	Crosswalks \$1.65 per unit	(\$5,280.00)
	Yield Lines \$3.00 per unit	(\$66.00)
	Stop Bars \$1.50 per unit	(\$9,300.00)
		Grand Total \$14,635.00
2. K5 Corporation	Cross walks \$1.25 per unit	(\$4,000.00)
	Yield Lines \$75.00 per unit	(\$1,650.00)
	Stop Bars \$1.25 per unit	(\$7,750.00)
		Grand Total \$13,400.00
3.		
4.		
5.		
6		

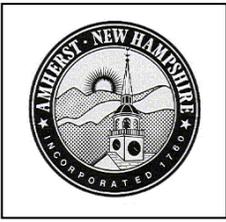
Recommend bid be awarded to: K5 Corporation

Signature of Town Administrator / Date

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

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.



DEPARTMENT OF PUBLIC WORKS

22 Dodge Road
Amherst, NH 03031
Tel. (603) 673-2317
eslosek@amherstnh.gov

BID NUMBER DPW #15-23

CROSSWALKS, YIELD LINES, STOP BARS

INVITATION TO BID

The Town of Amherst, NH is inviting proposals for contract at the Town Hall, 2 Main St., Amherst, New Hampshire, for **re-painting crosswalks and stop bars, and installing yield lines**, at various locations in Amherst. The bid shall provide ***unit pricing*** for re-painting crosswalks, stop bars, and a ***lump sum price*** for yield line markings.

Re-Painting Crosswalks:

All crosswalks to be re-painted are block-style crosswalks. Block-style crosswalks are painted with a series of longitudinal lines with no parallel lines. The longitudinal lines, or bars, are twelve (12) inches wide by eight (8) feet long. All crosswalks shall be painted with white, retroreflective paint, suitable for application on asphalt roads. The Unit Price for painting crosswalks shall be calculated per square foot of crosswalk painted. The total square footage of crosswalk to be painted is approximately 3,200 square feet (or 400 bars). The bidder shall provide a per square foot unit price as described above.

Installing/Painting Yield Lines (shark teeth):

The dimensions of the individual yield line markings measure a twenty-four (24) inch base width, by thirty-six (36) inch length. All yield lines shall be repainted with white, retroreflective paint suitable for application on asphalt roads. There are a total of eleven crosswalk locations where yield markings are located. Markings are installed for both directions of travel approaching each crosswalk. The eleven locations include Boston Post Rd. (BPR) at Cross St., BPR at Foundry St., BPR at Wilkins School, BPR at School Street, Main St. at Town Hall, Main Street at the Library, BPR at Souhegan High School, BPR at Homestead Circle, Cross Rd. at the Middle School, Camp Rd. at Camp Young Judea, and Thornton's Ferry Rd. II at the golf course. The bid price for repainting yield lines shall be calculated based on a unit price per set of three yield markings painted.

Re-Painting Stop-Bars:

The Unit Price for painting stop bars shall be calculated based on the square footage of stop bar painted. Stop bars shall be painted with white, retroreflective paint, suitable for

application on asphalt roads, and be twelve (12) inches in width. Total lengths of stop bars may vary depending on the total travel lane width. The total square feet to be painted is approximately 6,200 sq. ft.

Bidding Documents may be obtained, at no charge, at the Public Works Office at 22 Dodge Road in Amherst, NH. Review of roads can be arranged by appointment with the Director of Public Works or his designee by calling our office at 603-673-2317.

Bids will be received at the Town Hall, Town Administrators office, 2 Main St., Amherst, NH, until 11:00 AM on Tuesday, June 2, 2023. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room, Town Hall 2 Main St.. Award will be by the Board of Selectmen at a regular board meeting.

Each bid must be accompanied by BID SECURITY, payable to the Town of Amherst, in the amount of FIVE HUNDRED DOLLARS (\$500.00)

BID NUMBER DPW #15-23

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 "**Town of Amherst Bid DPW #15-23 Crosswalks, Yield Lines, Stop Bars**" 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 road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

Per Unit Price (\$): _____ (\$)
(Written) (Figure)

Re-painting Yield Lines (Shark teeth):

Per Unit Price (\$): _____ (\$)
(Written) (Figure)

Re-Painting Stop Bars:

Per Unit Price (\$): _____ (\$)
(Written) (Figure)

Print Bidder/Contractor's Name

Print Representative's Name and Title

Representative's Signature

Street

City, State and Zip Code

Telephone and FAX Number

Date

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

AGREEMENT

This AGREEMENT is made June _____, 2023, BETWEEN the Owner: Town of Amherst

and the Contractor: _____ for the

following Project: **"Town of Amherst Bid DPW #15-23 Crosswalks, Yield Lines, Stop Bars"** on various town roads.

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) Contractor's Proposal.
- 2) General Provisions, dated May 19, 2023.
- 3) Specifications, dated May 19, 2022.
- 4) Any issued addenda.
- 5) This agreement signed by the Owner and the Contractor.
- 6) 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 the date of this Agreement. The Contractor shall substantially complete the Work not later than June 30, 2023, subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum per unit is:

- Re-Painting Crosswalks (figure): \$ _____
- Re-Painting Crosswalks (written words): \$ _____
- Installing Yield Lines (figure): \$ _____
- Installing Yield Lines (written words): \$ _____
- Re-Painting Stop Bars (figure): \$ _____
- Re-Painting Stop Bars (written words): \$ _____

**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. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified, and payment made, on or within 15 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**

There shall be a project meeting between the Owner and the Contractor prior to start date. This ten-page Agreement entered into as of the day and year first written above (page 4).

OWNER, by its Selectmen

Peter Lyon, Chair

Danielle Pray, Vice-Chair

John D'Angelo, Member

Thomas Grella, Member

William Stoughton, Clerk

CONTRACTOR

(Signature of Company Executive)

Printed name, title, and address

Telephone Number

Fax line number

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 DPW #15-23 Crosswalks, Yield Lines, Stop Bars"** and will be received at the Town Hall, Town Administrators office, 2 Main St., Amherst, NH until 11:00 AM, Friday June 2, 2023.
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Town Hall, 2 Main St., 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 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 signing of the contract and shall be completed in its entirety prior to August 31, 2023.

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 \$500.00 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 therefrom. 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", "Contractor's Proposal", "General Provisions", "Specifications", any issued addenda, any "Change Orders", 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.
-

SPECIFICATIONS

Crosswalks, Yield Lines, Stop Bars

1. **Scope of Work**

The Director or his designee will provide a list of crosswalks to be painted, yield lines to be installed/painted, and stop bars to be painted at various locations throughout Amherst.

2. **Material**

Quotes shall be based on use of a Waterborne white paint covering approximately 250 – 300 linear feet per gallon with retro-reflective glass beading added as sprayed. ***The spray equipment shall be calibrated to apply a minimum of eight (8) pounds of glass beads per gallon of paint applied.***

3. **Equipment**

Equipment used shall be sufficient to complete the work in a timely and efficient manner, and to result in a satisfactory finished product.

4. **Preparation**

Road painting of any sort will only take place when the road is dry (free of moisture). When this is in doubt, the final decision rests with the Amherst Public Works Director or his designee. It is preferred that road painting will take place nights. Adequate advance notice to is required to schedule Public Works employees to assist with night painting. Where and when appropriate, using best management practices, traffic cones and signage will be used to delineate fresh paint.

5. **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 line striping jobs within the last year including contact names and phone numbers.

6. **Traffic Control**

- a. For line striping preformed after 8:30 PM, the Town of Amherst will provide a guide and lighted vehicle to assist in performing this work.
- b. The contractor shall supply adequate signage and safety cones to prevent traffic from driving over wet portions of painted crosswalks or stop bars.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Conditional Pay Increase - DPW
Employee

Department: Public Works

Meeting Date: June 12, 2023

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The DPW continues to work toward making our community septic operations more resilient, including increased maintenance efforts, and faster response times for emergencies. We currently have one waste water operator, and are planning to train and certify three more operators. Our operators will include the Assistant Director, Facility Maintenance Technician, our Heavy Equipment Operator position, and a Driver/Laborer.

We would like James Landon, a Driver/Laborer, to be trained and certified as a wastewater operator. James was hired in November at Grade 4 Step 1 (\$19.12). James has proved to be a true asset to our department in the short time he has been here. We desire to increase his pay by two steps on the condition that he passes the exam for NH wastewater operator Level 1 and attains the license. James is due a step increase in July, which would bring him to Grade 4 Step 2. He would not attain a NH Wastewater Level 1 License until sometime in FY24. Our request would be to increase his pay, upon attainment of the license, to Grade 4 Step 4 (\$21.72). This would represent a pay increase of \$.84/hour, or \$1,747.20 annually.

BUDGET IMPACT:

(Include general ledger account numbers)

\$1,747.20 from 01-4312-10-1110 crew wages

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to approve pay increase upon attainment of NH Wastewater license

SUGGESTED MOTION:

I move to approve a pay increase for James Landon, to be commensurate with Grade 4, Step 4, or \$21.72/hour, upon attainment of a Level 1 NH Wastewater License.

TOWN ADMINISTRATOR RECOMMENDATION:

It seems to me that if these are going to be additional duties that people are going to be compensated for, there should be some type of job description and assignment

process. If there are going to be several staff at different pay grades working on the system, it looks like there should be an organization related to the system, possibly with different job descriptions. Four people assigned to one function is more than many of our departments. It seems like the community septic system oversight is growing and it should be set up properly as soon as possible. I would also like to point out that these pay increases directly related to the septic system should be charged back to the users (according to the original warrant article).

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Encumbrances

Department: Finance Department

Meeting Date: June 12, 2023

Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

Presenting the requests for encumbrance from the Police and DPW, FY23 to FY24.

BUDGET IMPACT:

(Include general ledger account numbers)

Encumber funds budgeted and contracted in FY23, but not completed and paid until FY24.

POLICY IMPLICATIONS:

N/A

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

I move that the Board accept the Request to Encumber Funds from the Police and DPW as submitted.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. Police Encumb Body Worn Cameras - \$33,815
2. DPW Encumb - Line Stiping, Crack Sealing & Paving \$172,359.26



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 6, 2023

REQUESTING DEPARTMENT: Police

REASON FOR REQUEST: Encumbrance of **\$33,815** toward the agency's Body Worn Camera initiative, said amount representing the start-up and year-one costs previously approved by the Board of Selectmen on May 8, 2023 and committed via the attached contract purchase dated May 9, 2023. Invoice for year-one goods and services anticipated on or after July 1, 2023.

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
01-4210-10-1112	Full Time Wages	\$33,815

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

Motorola Solutions, Inc.
Chris Drake
Date 5/9/2023

Re: QUOTE-1968234

Agency: AMHERST POLICE DEPT

Total Cost: 124871.00

Contract Reference: (6) M500 (19) V300 Vaas

Please be advised that the AMHERST POLICE DEPT will purchase the goods and/or services offered in your Quote QUOTE-1968234 dated 5/9/23. This constitutes a purchase pursuant to the terms of the specified contract below, including any applicable addenda. Terms are NET 30 unless otherwise agreed upon.

Specified Contract: Master Customer Agreement and attached addenda, signed concurrently herewith.

Agency affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, and acknowledges that pursuant to order of the Board of Selectmen, the funds for this purchase has been authorized. Customer agrees to appropriate funding in accordance with the contract.

Invoices shall be according to the milestone schedule included in the quote and services agreement, should reference 'QUOTE-1968234' and be sent to:

AMHERST POLICE DEPT
Attn: Chief Mark O. Reams
175 Amherst Street
Amherst, NH 03031

The equipment will be shipped to the customer at the following address, and the ultimate destination where the equipment will be delivered to the customer is:

AMHERST POLICE DEPT
Attn: Chief Mark O. Reams
175 Amherst Street
Amherst, NH 03031

Sincerely,

Signature: Mark O. Reams
Mark O. Reams (May 9, 2023 10:41 EDT)

Name: Mark O. Reams

Title: Chief of Police, Town of Amherst

Email: mreams@amherstnh.gov

Online Terms Acknowledgement

This Online Terms Acknowledgement (this "**Acknowledgement**") is entered into between Motorola Solutions, Inc. ("**Motorola**") and the entity set forth in the signature block below ("**Customer**").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of 124871.00

5. Purchase Order Requirements (Customer check one only)

Purchase Order is issued and attached.

No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote , attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: *Christopher Drake*

Name: Chris Drake

Title: Regional Sales Manager

Date: May 9, 2023

Customer: AMHERST POLICE DEPT

By: *Mark O. Reams*
MARK O. REAMS DEPT, 2023 05 09 10:11

Name: Mark O. Reams

Title: Chief of Police, Town of Amherst

Date: May 9, 2023

Billing Address:
 AMHERST POLICE DEPT
 175 AMHERST ST
 AMHERST, NH 03031
 US

Quote Date:02/14/2023
 Expiration Date:05/15/2023
 Quote Created By:
 Chris Drake
 Christopher.Drake@
 motorolasolutions.com

End Customer:
 AMHERST POLICE DEPT
 Mark Reams
 mreams@amherstnh.gov
 603-673-4900 ext. 211

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	6	5 YEAR	\$12,300.00	\$73,800.00	
2	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$5,000.00	\$5,000.00	
3	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION	6	5 YEAR	\$0.00	\$0.00	
5	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	6		Included	Included	3 YEAR
6	WGW00300-003	V300 NO FAULT WRRANTY	6	5 YEAR	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
7	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	1		Included	Included	
8	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	6		Included	Included	
9	WGW00502	M500 EXTENDED WARRANTY	6	5 YEAR	Included	Included	
10	WGA00428-103	CONFIGWIRLESKIT MTK802.11AC,POE,5GHZ ANT	6		Included	Included	
11	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	6		Included	Included	
12	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	6		\$650.00	\$3,900.00	
13	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	6		Included	Included	
14	WGP01567	BRKT KIT POINT UNIVERSAL J-MOUNT	1		\$20.00	\$20.00	
15	WGB-0150A	MIKROTIK CONF WIFI KIT SECTOR AP	1		\$250.00	\$250.00	
16	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	6	5 YEAR	Included	Included	
17	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	6	5 YEAR	Included	Included	
Video as a Service							
18	AAS-BWC-5YR-001	V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	13	5 YEAR	\$2,940.00	\$38,220.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
19	AAS-BWC-XFS-DOC	TRANSFER STATION (8 BAY) - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	1	5 YEAR	\$1,800.00	\$1,800.00	
20	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
21	SSV00S01450B	LEARNER LXP SUBSCRIPTION	13	5 YEAR	\$0.00	\$0.00	
22	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	13		Included	Included	3 YEAR
23	WGW00300-003	V300 NO FAULT WRRANTY	13	5 YEAR	Included	Included	
24	WGB-0138AAS	VIDEO EQUIPMENT,V300 XFER STATION, UNCONF (\$30 PER MON)	2		Included	Included	
25	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	13	5 YEAR	Included	Included	
26	WGP02614	V300, BATT, 3.8V, 4180MAH	19		\$99.00	\$1,881.00	
	CommandCentral Evidence						
27	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
28	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS	1	5 YEAR	\$0.00	\$0.00	
29	SSV00S02604A	FIELD RESPONSE APPLICATION	1	5 YEAR	Included	Included	
30	SSV00S02605A	RECORDS MANAGEMENT	1	5 YEAR	Included	Included	
31	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE	1	5 YEAR	\$0.00	\$0.00	
32	SSV00S02785A	UNLIMITED CAR STORAGE	6	5 YEAR	\$0.00	\$0.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
33	SSV00S02784A	UNLIMITED BODY WORN CAMERA STORAGE	19	5 YEAR	\$0.00	\$0.00	
34	SSV00S02782A	COMMUNITY INTERACTION TOOL	1	5 YEAR	\$0.00	\$0.00	

Grand Total **\$124,871.00(USD)**

Pricing Metric :

Price is indicative of the following -
 # of Named Users for CommandCentral Evidence - 20

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$33,815.00	\$0.00
Year 2 Subscription Fee	\$22,764.00	\$0.00
Year 3 Subscription Fee	\$22,764.00	\$0.00
Year 4 Subscription Fee	\$22,764.00	\$0.00
Year 5 Subscription Fee	\$22,764.00	\$0.00
Grand Total System Price	\$124,871.00	\$0.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.





OFFICE OF THE FINANCE DIRECTOR

2 Main Street, PO Box 960
Amherst, NH 03031
dbender@amherstnh.gov
www.amherstnh.gov

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

Request to Encumber Funds

DATE OF REQUEST: June 6, 2023

REQUESTING DEPARTMENT: Dept. of Public Works

REASON FOR REQUEST: We are unable to complete the following contracted work prior to June 30 and formally request their encumbrances.

Account to Encumber:

<u>Account number(s)</u>	<u>Description</u>	<u>Amount</u>
	Industrial Traffic Lines (Line Striping)	\$36,584.26
	H. W. Dow (crack Sealing roads)	\$43,120.00
	Continental Paving (Old Mont Vernon Rd Reclaim)	<u>\$92,655.00</u>
	The Total encumbrance requested is	\$172,359.26

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

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-40-2450

Budget Amount: 27,800.00

Bid #14-23 Item: Line Striping

Date Bid To Be Awarded: June 12, 2023

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
1. K5 Corporation	0.155 Per Linear Foot	\$49,310.77	
2. Markings, Inc.	0.17 Per Linear Foot	\$54,082.78	
3. Industrial Traffic Lines, Inc. (Scott Mason)	0.115Per Linear Foot	\$36,584.26	

4.

5.

6

Recommend bid be awarded to: Industrial Traffic Lines, Inc.

Signature of Town Administrator / Date

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

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

Town Department: DPW

Date: June 2, 2023

Line Item: 01-4312-70-2730

Budget Amount:

Bid #13-23 Item: Crack Sealing Date Bid To Be Awarded: June 12, 2023

Vendor

Price

Other Considerations

1. H. W. Dow \$43,120.00

2. Indus \$77,665.00 (Alternate material \$60,415.00)

3.

4.

5.

6

Recommend bid be awarded to: H. W. Dow

Signature of Town Administrator / Date

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

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.

Continental Paving, Inc.

One Continental Drive
Londonderry, NH 03053
USA

Phone: (603) 437-5387
Fax: (603) 437-5393

To:	Town Of Amherst	Contact:	
Address:	Amherst, NH	Phone:	
		Fax:	
Project Name:	2023 Amherst Old Mt. Vernon	Bid Number:	
Project Location:		Bid Date:	

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
201.52	TREE TRIMMING	8.00	HR	\$250.00	\$2,000.00
203.1	COMMON EXCAVATION	20.00	CY	\$20.00	\$400.00
203.9	ROADWAY DITCHING	3,600.00	LF	\$4.00	\$14,400.00
304.32	CRUSHED GRAVEL FOR SHOULDER LEVELING	120.00	TON	\$30.00	\$3,600.00
306.110	RECLAIMED STABILIZED BASE, 10" DEEP (F)	4,000.00	SY	\$2.00	\$8,000.00
403.11023	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (2.5" BINDER COURSE)	570.00	TON	\$86.50	\$49,305.00
403.12	HBP-HAND METHOD	10.00	TON	\$165.00	\$1,650.00
403.16	PAVEMENT JOINT ADHESIVE	1,800.00	LF	\$0.25	\$450.00
417.1181	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP	100.00	LF	\$12.50	\$1,250.00
604.4	RECONSTRUCTING/ADJUSTING CATCH BASIN AND DROP INLET	1.00	UNIT	\$600.00	\$600.00
618.7	FLAGGERS	160.00	HR	\$50.00	\$8,000.00
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS, AND 4" LOAM	600.00	SY	\$5.00	\$3,000.00

Total Price for above Items: \$92,655.00

OVERLAY

304.32	CRUSHED GRAVEL FOR SHOULDER LEVELING	60.00	TON	\$30.00	\$1,800.00
403.11043	HOT BITUMINOUS PAVEMENT, MACHINE METHOD (1.5" @1/2" WEARING COURSE)	565.00	TON	\$90.00	\$50,850.00
403.16	PAVEMENT JOINT ADHESIVE	2,820.00	LF	\$0.25	\$705.00
410.22	ASPHALT EMULSION FOR TACK COAT	250.00	GAL	\$5.00	\$1,250.00
417.1181	COLD PLANING BITUMINOUS SURFACES, 18" WIDE X 1" DEEP	140.00	LF	\$12.50	\$1,750.00
618.7	FLAGGERS	28.00	HR	\$50.00	\$1,400.00

Total Price for above OVERLAY Items: \$57,755.00

Total Price for above Items: \$150,410.00

Total Bid Price: \$150,410.00

Notes:

- This Proposal will be made Part of any Agreement Between the Two Parties.
- This Proposal is Based on One Mobilization.
- Excludes any Traffic and or Safety Control.
- Excludes any Temporary or Permanent Striping and or Marking.
- Prices quoted are based on the current cost index of liquid asphalt materials. Prices are subject to increases at any time as they are not guaranteed by the suppliers. The price index used for preparation of this quote is CURRENT per liquid ton and will be the basis of escalation for this project.
- This Proposal is NOT Based on any Prevailing Waqes Rates - none have been included with quote request.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Loan Documents for Land Purchase **Department:** Finance Department
Meeting Date: June 12, 2023 **Staff Contact:** Debbie Bender

BACKGROUND INFORMATION:

Documents to be signed from our Bond Attorney, Rennelle H'Luillier and Mascoma Bank for the two million dollar loan for the June FY23 purchase of land.

BUDGET IMPACT:

(Include general ledger account numbers)

N/A

POLICY IMPLICATIONS:

N/A

DEPARTMENT HEAD RECOMMENDATION:

N/A

SUGGESTED MOTION:

I move to accept and sign documents as presented for the purchase of Curran property in FY23

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. General Obligation Note - updated amortization
2. Resolution of Governing Board Amherst Bonds (6.2023)
3. Signature No Litigation Certificate Amherst Bonds (6.2023)
4. No Arbitrage and Tax Certificate Amherst Bonds (6.2023)
5. Form 8038g Amherst Bonds (6.2023)
6. LPL_29912_Errors Omissions - Errors and Omissions
7. LPL_29912_Disbursement Request and Authorization
8. LPL_29912_NH Statement of Finance Charges

Registered
No. R-1

UNITED STATES OF AMERICA

Registered
\$2,000,000

STATE OF NEW HAMPSHIRE

TOWN OF AMHERST

General Obligation Note

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>
5.00%	June 14, 2043	June 14, 2023

REGISTERED OWNER: MASCOMA BANK

PRINCIPAL AMOUNT: \$2,000,000

The Town of Amherst, New Hampshire (the "Issuer"), for value received, promises to pay to the Registered Owner of this Note, or registered assignee, the principal specified above in lawful money of the United States of America, payable in installments of principal and interest as set forth on the attached Schedule A, with interest (calculated on a 365/365 simple interest basis) at the annual rate of five percent (5.00%); notwithstanding anything herein to the contrary, the entire principal balance hereof, together with all accrued interest, shall be due and payable in full on June 14, 2043.

This Note may be prepaid prior to maturity, in whole or in part, at any time or from time to time, without the payment of any premium or penalty.

If a payment is more than ten (10) days late, a five percent (5%) late charge will be assessed on the regularly scheduled payment, so long as such charge does not cause payments on the Note to violate the NH RSA 33:2 "two percent" rule.

Both principal and interest on the Note are payable at 67 North Park Street, Lebanon, New Hampshire 03755 or such place as may be specified to the Issuer in writing. Final payment of the interest and principal of this Note shall be made upon surrender of this Note for cancellation at the place at which this Note is then payable.

This Note is the only instrument representing a borrowing of TWO MILLION DOLLARS (\$2,000,000) issued by the Issuer pursuant to NH RSA Chapter 33, as amended and a vote of the legal voters of the Issuer at a meeting held on March 9, 2021 and votes of the undersigned duly passed. This Note is issued to finance the purchase of land and easements or other property interests in the Town of Amherst for conservation purposes.

The principal and interest on this Note are payable by the Issuer as paying agent in immediately available funds to the Registered Owner of this Note.

This Note is transferable only upon presentation to the Treasurer of the Issuer with a written assignment duly acknowledged or proved. No transfer hereof shall be effective unless made on the books of the Issuer kept by the Treasurer as transfer agent and registrar.

It is hereby certified that every requirement of law relating to the issue hereof has been complied with and that the Note is within every debt or other limit prescribed by law.

The Issuer hereby certifies that this Note meets all requirements for designation by the Issuer as, and has been designated by the Issuer as, a BANK QUALIFIED TAX EXEMPT OBLIGATION for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note shall not be valid unless the Certificate of Authentication has been signed.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed on its behalf by the majority of its Governing Board and countersigned by its Treasurer and its seal affixed hereto as of this 14th day of June, 2023.

Countersigned:

TOWN OF AMHERST, NEW HAMPSHIRE

Issuer's Treasurer

Governing Board

(Issuer's Seal)

Certificate of Authentication

STATE OF NEW HAMPSHIRE
COUNTY OF _____

It is hereby certified that this Note is the instrument described therein and that the signatures and seal of the Town of Amherst on this Note are genuine and that Devine, Millimet & Branch, Professional Association has rendered an opinion approving the legality of this Note, such opinion dated and given when this Note was issued.

NOTARY PUBLIC/JUSTICE OF THE PEACE

SCHEDULE A

AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE

Principal \$2,000,000.00	Loan Date 06-14-2023	Maturity 06-14-2043	Loan No 63042439	Call / Coll 8 / 400	Account	Officer AFA	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Town of Amherst NH
2 Main Street
Amherst, NH 03031

Lender: MASCOMA BANK
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

Disbursement Date: June 14, 2023
Interest Rate: 5.000

Repayment Schedule: Irregular
Calculation Method: 365/365 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	12-14-2023	50,136.99	50,136.99	0.00	2,000,000.00
2023 TOTALS:		50,136.99	50,136.99	0.00	
2	06-14-2024	50,136.99	50,136.99	0.00	2,000,000.00
3	06-14-2024	51,282.05	0.00	51,282.05	1,948,717.95
4	12-14-2024	48,851.42	48,851.42	0.00	1,948,717.95
5	12-14-2024	51,282.05	0.00	51,282.05	1,897,435.90
2024 TOTALS:		201,552.51	98,988.41	102,564.10	
6	06-14-2025	47,305.94	47,305.94	0.00	1,897,435.90
7	06-14-2025	51,282.05	0.00	51,282.05	1,846,153.85
8	12-14-2025	46,280.30	46,280.30	0.00	1,846,153.85
9	12-14-2025	51,282.05	0.00	51,282.05	1,794,871.80
2025 TOTALS:		196,150.34	93,586.24	102,564.10	
10	06-14-2026	44,748.86	44,748.86	0.00	1,794,871.80
11	06-14-2026	51,282.05	0.00	51,282.05	1,743,589.75
12	12-14-2026	43,709.17	43,709.17	0.00	1,743,589.75
13	12-14-2026	51,282.05	0.00	51,282.05	1,692,307.70
2026 TOTALS:		191,022.13	88,458.03	102,564.10	
14	06-14-2027	42,191.78	42,191.78	0.00	1,692,307.70
15	06-14-2027	51,282.05	0.00	51,282.05	1,641,025.65
16	12-14-2027	41,138.04	41,138.04	0.00	1,641,025.65
17	12-14-2027	51,282.05	0.00	51,282.05	1,589,743.60
2027 TOTALS:		185,893.92	83,329.82	102,564.10	
18	06-14-2028	39,852.48	39,852.48	0.00	1,589,743.60
19	06-14-2028	51,282.05	0.00	51,282.05	1,538,461.55
20	12-14-2028	38,566.91	38,566.91	0.00	1,538,461.55
21	12-14-2028	51,282.05	0.00	51,282.05	1,487,179.50
2028 TOTALS:		180,983.49	78,419.39	102,564.10	
22	06-14-2029	37,077.63	37,077.63	0.00	1,487,179.50
23	06-14-2029	51,282.05	0.00	51,282.05	1,435,897.45
24	12-14-2029	35,995.79	35,995.79	0.00	1,435,897.45
25	12-14-2029	51,282.05	0.00	51,282.05	1,384,615.40
2029 TOTALS:		175,637.52	73,073.42	102,564.10	
26	06-14-2030	34,520.55	34,520.55	0.00	1,384,615.40
27	06-14-2030	51,282.05	0.00	51,282.05	1,333,333.35
28	12-14-2030	33,424.66	33,424.66	0.00	1,333,333.35
29	12-14-2030	51,282.05	0.00	51,282.05	1,282,051.30
2030 TOTALS:		170,509.31	67,945.21	102,564.10	
30	06-14-2031	31,963.47	31,963.47	0.00	1,282,051.30
31	06-14-2031	51,282.05	0.00	51,282.05	1,230,769.25
32	12-14-2031	30,853.53	30,853.53	0.00	1,230,769.25
33	12-14-2031	51,282.05	0.00	51,282.05	1,179,487.20
2031 TOTALS:		165,381.10	62,817.00	102,564.10	
34	06-14-2032	29,567.97	29,567.97	0.00	1,179,487.20
35	06-14-2032	51,282.05	0.00	51,282.05	1,128,205.15
36	12-14-2032	28,282.40	28,282.40	0.00	1,128,205.15
37	12-14-2032	51,282.05	0.00	51,282.05	1,076,923.10
2032 TOTALS:		160,414.47	57,850.37	102,564.10	
38	06-14-2033	26,849.32	26,849.32	0.00	1,076,923.10
39	06-14-2033	51,282.05	0.00	51,282.05	1,025,641.05
40	12-14-2033	25,711.28	25,711.28	0.00	1,025,641.05
41	12-14-2033	51,282.05	0.00	51,282.05	974,359.00
2033 TOTALS:		155,124.70	52,560.60	102,564.10	
42	06-14-2034	24,292.24	24,292.24	0.00	974,359.00
43	06-14-2034	51,282.05	0.00	51,282.05	923,076.95
44	12-14-2034	23,140.15	23,140.15	0.00	923,076.95
45	12-14-2034	51,282.05	0.00	51,282.05	871,794.90
2034 TOTALS:		149,996.49	47,432.39	102,564.10	
46	06-14-2035	21,735.16	21,735.16	0.00	871,794.90
47	06-14-2035	51,282.05	0.00	51,282.05	820,512.85
48	12-14-2035	20,569.02	20,569.02	0.00	820,512.85
49	12-14-2035	51,282.05	0.00	51,282.05	769,230.80
2035 TOTALS:		144,868.28	42,304.18	102,564.10	
50	06-14-2036	19,283.46	19,283.46	0.00	769,230.80
51	06-14-2036	51,282.05	0.00	51,282.05	717,948.75
52	12-14-2036	17,997.89	17,997.89	0.00	717,948.75
53	12-14-2036	51,282.05	0.00	51,282.05	666,666.70

**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 63042439

Page 2

2036 TOTALS:		139,845.45	37,281.35	102,564.10	
54	06-14-2037	16,621.01	16,621.01	0.00	666,666.70
55	06-14-2037	51,282.05	0.00	51,282.05	615,384.65
56	12-14-2037	15,426.77	15,426.77	0.00	615,384.65
57	12-14-2037	51,282.05	0.00	51,282.05	564,102.60
2037 TOTALS:		134,611.88	32,047.78	102,564.10	
58	06-14-2038	14,063.93	14,063.93	0.00	564,102.60
59	06-14-2038	51,282.05	0.00	51,282.05	512,820.55
60	12-14-2038	12,855.64	12,855.64	0.00	512,820.55
61	12-14-2038	51,282.05	0.00	51,282.05	461,538.50
2038 TOTALS:		129,483.67	26,919.57	102,564.10	
62	06-14-2039	11,506.85	11,506.85	0.00	461,538.50
63	06-14-2039	51,282.05	0.00	51,282.05	410,256.45
64	12-14-2039	10,284.51	10,284.51	0.00	410,256.45
65	12-14-2039	51,282.05	0.00	51,282.05	358,974.40
2039 TOTALS:		124,355.46	21,791.36	102,564.10	
66	06-14-2040	8,998.95	8,998.95	0.00	358,974.40
67	06-14-2040	51,282.05	0.00	51,282.05	307,692.35
68	12-14-2040	7,713.38	7,713.38	0.00	307,692.35
69	12-14-2040	51,282.05	0.00	51,282.05	256,410.30
2040 TOTALS:		119,276.43	16,712.33	102,564.10	
70	06-14-2041	6,392.70	6,392.70	0.00	256,410.30
71	06-14-2041	51,282.05	0.00	51,282.05	205,128.25
72	12-14-2041	5,142.26	5,142.26	0.00	205,128.25
73	12-14-2041	51,282.05	0.00	51,282.05	153,846.20
2041 TOTALS:		114,099.06	11,534.96	102,564.10	
74	06-14-2042	3,835.62	3,835.62	0.00	153,846.20
75	06-14-2042	51,282.05	0.00	51,282.05	102,564.15
76	12-14-2042	2,571.13	2,571.13	0.00	102,564.15
77	12-14-2042	51,282.05	0.00	51,282.05	51,282.10
2042 TOTALS:		108,970.85	6,406.75	102,564.10	
78	06-14-2043	52,560.64	1,278.54	51,282.10	0.00
2043 TOTALS:		52,560.64	1,278.54	51,282.10	
TOTALS:		3,050,874.69	1,050,874.69	2,000,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LoanPro, Ver: 22.4.0.059 Copr: Fisatrix USA Corporation 1997, 2023. All Rights Reserved. - NH C:\DFIL\PL\AMORT.FC TR-28912 PR-138

TOWN OF AMHERST, NEW HAMPSHIRE
(the "Issuer")

RESOLUTION OF GOVERNING BOARD

The undersigned, at least a majority of the Governing Board of the Issuer and the Treasurer of the Issuer hereby certify (i) that a meeting of the Governing Board of the Issuer was held with respect to the issuance of the Notes (defined below); (ii) that notice of said meeting was afforded to said officers and the public in accordance with the provisions of RSA 91-A, as amended, and the applicable rules and bylaws of the Issuer, if any; (iii) that at least a majority of the Governing Board were present throughout said meeting; (iv) that the following votes were adopted at said meeting, all as being in the best interests of the Issuer; and (v) that the resolutions set forth below have not been repealed, amended or rescinded as of the date hereof:

VOTED: To authorize the issuance of \$2,000,000 General Obligation Notes (the "Notes" or the "Note") of the Issuer, which were heretofore authorized by the Issuer on March 9, 2021, such Notes to be dated June 14, 2023;

VOTED: To sell said Notes to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, redemption provisions, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof;

VOTED: To issue the Notes in substantially the form set forth in Schedule B, attached hereto and made a part hereof;

VOTED: That the Notes shall be general obligations of the Issuer;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to sign the Notes or to have said signatures printed electronically or in facsimile on the Notes and to affix the Issuer's seal thereto;

VOTED: To authorize the Treasurer to deliver the Notes to the Purchaser against payment therefor;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a No Arbitrage and Tax Certificate and IRS Form 8038-G in substantially the forms presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Notes in accordance with the foregoing; and

VOTED: That the Issuer shall serve as its own Paying Agent with respect to the Notes.

Dated as of this 14th day of June, 2023.

TOWN OF AMHERST,
NEW HAMPSHIRE

Issuer's Treasurer

Issuer's Governing Board

(Seal)

SCHEDULE A

SCHEDULE B

TOWN OF AMHERST, NEW HAMPSHIRE
(the "Issuer")

\$2,000,000 General Obligation Note (the "Notes" or the "Note"),
Dated June 14, 2023 and
Sold to the Purchaser (the "Purchaser")
Specified on Schedule A, attached hereto and made a part hereof

SIGNATURE AND NO LITIGATION CERTIFICATE WITH RECEIPT

We, at least a majority of the Board of Selectmen (the "Governing Board") and the Treasurer of Issuer, do hereby execute this certificate to certify, represent and covenant as follows with respect to the Notes:

I. Proceedings Authorizing the Notes.

We, the said officers, certify that:

A. The Notes are issued pursuant to RSA Chapter 33, as amended, votes of the Issuer passed on March 9, 2021 and votes of the undersigned duly passed (the "Proceedings") authorized to be issued pursuant to the Proceedings, such Notes to be issued for the purpose of financing the purchase of land and easements or other property interests in the Town of Amherst for conservation purposes (the "Project");

B. That the Proceedings were conducted in accordance with the Right-to-Know Act, RSA 91-A and any standing rules of the undersigned;

C. That none of the Proceedings has been repealed, rescinded or amended;

D. That no debt has been incurred pursuant to the Proceedings;

E. That no temporary loan in anticipation of the Notes is outstanding;

F. That there has been no increase in the total indebtedness of the Issuer since March 24, 2023 or decrease in the assessed valuation of the Issuer since March 16, 2023;

G. That Issuer has received all governmental approvals and permits necessary for the Project to be financed with the proceeds of the Notes;

H. That the useful life of the Project is greater than the term of the Notes; and

I. That certified copies of the Proceedings have been delivered to Devine, Millimet & Branch, Professional Association.

II. Incumbency; Execution and Delivery of Notes

We, the said officers, further certify:

- A. That we are the duly chosen, qualified and acting officers of the undersigned;
- B. That there was no vacancy in any of our offices at the time the Proceedings took place;
- C. That as such officers we have signed the Notes and this certificate or have caused our signatures to be printed in facsimile on the Notes and have affixed the Issuer's Seal thereto and hereto;
- D. That we have approved the sale of the Notes to the Purchaser as referenced in the Proceedings; and that the form, date, maturities, interest rates, redemption provisions and other details of the Notes, including the manner of its sale and award, have been and are hereby approved; and
- E. That the undersigned Treasurer certifies that the Notes were delivered on the date hereof and that the full purchase price therefor, equal to the amount of the Notes, together with the premium, if any, specified in Schedule A, was paid by the Purchaser on the date hereof.

III. No Litigation.

We, the said officers, further certify that there has been no litigation or other proceeding affecting the validity of the Notes or the power of the Issuer to have taxes levied and collected to pay the same; that none is pending or, to the best of our knowledge, threatened; and that neither the corporate existence nor boundaries of the Issuer, nor the title of any of the undersigned to our respective offices is being contested.

IV. Disclosure of Information; Annual Reporting

We, the said officers, further certify that, to the best of our knowledge and belief, at the time the Notes were sold to the Purchaser and the date of the delivery thereof, the description and statements on the preliminary and final Official Statements, if any (collectively, the "Official Statements"), or other information furnished to the Purchaser relating to the Issuer, if any, its finances and the Notes were and are true in all material respects and did not and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition of the Issuer from that set forth or contemplated by the Official Statement.

We, the said officers, further certify that the Issuer will provide its annual audited financial statement and a copy of the Town Report to the Purchaser within 120 days of year end for the term of the Notes.

[SIGNATURE PAGE FOLLOWS]

Dated as of this 14th day of June, 2023.

TOWN OF AMHERST,
NEW HAMPSHIRE

Issuer's Treasurer

Issuer's Governing Board

(Seal)

TOWN OF AMHERST, NEW HAMPSHIRE
(the "Issuer")

\$2,000,000 General Obligation Note (the "Notes" or the "Note")
Dated June 14, 2023 and Sold to the
Purchaser (the "Purchaser") specified on Schedule A,
attached hereto and made a part hereof

NO ARBITRAGE AND TAX CERTIFICATE

We, at least a majority of the Board of Selectmen (the "Governing Board") and the Treasurer of the Issuer, do hereby execute this certificate to certify, represent and covenant as follows with respect to the Notes for purposes of the Internal Revenue Code of 1986, as amended (the "Code"):

A. General

1. Description of Notes. \$2,000,000 General Obligation Note (the "Notes" or the "Note"), dated June 14, 2023 and maturing, bearing interest, premium, if any, and sold to the Purchaser as set forth in Schedule A, attached hereto and made a part hereof.

2. Purpose. The Notes are being issued pursuant to RSA 33 and pursuant to votes of the Issuer taken on March 9, 2021 such Notes to be issued for the purpose of financing the purchase of land and easements or other property interests in the Town of Amherst for conservation purposes (the "Project").

3. No Overissue. The principal amount being borrowed for the Project is not expected to exceed the amount needed for such purpose after taking into account all other available funds.

4. No Hedge Notes. The Issuer reasonably expects that more than 85% of the net Sale Proceeds will be expended for governmental purposes of the Notes within three years after the date of issue of the Notes. Not more than 50% of the Sale Proceeds allocated to the Notes will be invested in obligations having a substantially guaranteed yield for four years or more.

B. Arbitrage

1. Other Issues. There are no other bond issues of Issuer that are being sold less than 15 days before or after June 14, 2023, the date on which the Notes were sold to the Purchaser (the "Sale Date") (Reg. 1.150-1(c)(1)).

2. Gross Proceeds. The Gross Proceeds of the Notes, to which the arbitrage and rebate rules of the Code apply, consist of (i) the Proceeds of the Notes; and (ii) any Replacement Proceeds. (Reg. 1.148-1(b)), as follows:

a. Proceeds. The Proceeds of the Notes consist of the following:

i. Sale Proceeds. \$2,000,000, which consists of the amounts received by the Issuer from the sale of the Notes, including amounts used to pay underwriter's discount or compensation, if any. (Reg. 1.148-1(b))

- ii. Investment Proceeds. \$0, which consists of the amount that the Issuer expects to receive from investing the proceeds of the Notes. (Reg. 1.148-1(b))
 - iii. Transferred Proceeds. There are no transferred proceeds of the Notes. (Reg. 1.148-1(b))
 - b. Replacement Proceeds. There will be no replacement proceeds allocated to the Notes in light of the fact that:
 - i. General. There are no other amounts that would have been or could be used for the governmental purpose of the Notes. (Reg. 1.148-1(c)(1))
 - ii. Sinking Funds. There are no segregated sinking funds, debt service funds, redemption funds, replacement funds or similar fund that the Issuer reasonably expects to use directly or indirectly to pay principal or interest on the Notes. Payment of debt service on the Notes is expected to be derived from current revenues of the Issuer, which current revenues are expected to equal or exceed debt service on the Notes during the term of the Notes. (Reg. 1.148-1(c)(2))
 - iii. Pledged Funds. There are no other funds which are to be pledged to pay principal or interest on the Notes; and there is no agreement by the Issuer to maintain funds at a certain level for the direct or indirect benefit of the holders of the Notes. (Reg. 1.148-1(c)(3)(i) & (ii))
 - iv. Other Replacement Proceeds. The Issuer does not reasonably expect that the term of the Notes will be longer than reasonably necessary for the governmental purposes of the issue. (Reg. 1.148-1(c)(4))

3. Universal Cap. Based on the expectations set forth below, the Issuer believes that the universal cap specified in Reg. 1.148-6 will not reduce the amount of Gross Proceeds of the Notes allocable to the issue during the term of the same. Issuer understands, however, that the universal cap may reduce the amount of Gross Proceeds that will be subject to the arbitrage rules if any of these expectations do not prove to be accurate.

- a. Replacement Proceeds. As noted above, there are no Replacement Proceeds (other than proceeds in a bona fide debt service fund or a reasonably required reserve or replacement fund, if any) allocable to the Notes. (Reg. 1.148-6(b)(2)(i)(A))
- b. Use of Net Sale Proceeds. The Sale Proceeds of the Notes (less any proceeds invested in a reasonably required reserve or replacement fund, if any, or as part of a Minor Portion (as described below)) either (i) will be spent so as to qualify for a Temporary Period exception to the arbitrage rules (as described below); or (ii) are being deposited in a refunding escrow fund and will be expended as originally expected. (Reg. 1.148-6(b)(2)(i)(B))
- c. No Transferred Proceeds. There are no transferred proceeds allocable to the Notes. (Reg. 1.148-6(b)(2)(i)(C))

- d. Retirement of Notes. The Notes will not be retired prior to the date used in computing the yield on the Notes. (Reg. 1.148-6(b)(2)(i)(D))
 - e. Student Loans or Mortgage Loans. No proceeds of the Notes are being invested in qualified student or qualified mortgage loans. (Reg. 1.148-6(b)(2)(i)(E))
4. Yield on Notes. The yield on the Notes is 5.00%. (Reg. 1.148-4)
- a. No Guaranty. There is no qualified guaranty applicable to the Notes. (Reg. 1.148-4(f))
 - b. No Hedge. There is no qualified hedge applicable to the Notes. (Reg. 1.148-4(h))
5. Prohibition Against Investment of Note Proceeds at a “Materially Higher” Yield than the Yield on the Notes. Absent compliance with one of the arbitrage exceptions noted below the Gross Proceeds of the Notes will not be invested at a Yield in excess of the Yield on the Notes plus .125%, (Reg. 1.148-2(d)(2)(i) & (ii)). (The maximum yield at which Gross Proceeds of the Notes may be invested is sometimes hereafter referred to as the “Maximum Yield”). The referenced arbitrage exceptions are (i) the Temporary Period Exceptions; (ii) the Reserve or Replacement Fund Exception; and (iii) the Minor Portion Exception, all as noted below.
6. Temporary Period Exceptions. Gross Proceeds of the Notes may be invested at a Yield in excess of the Maximum Yield for the following Temporary Periods:
- a. Net Sale Proceeds and Investment Proceeds Expended on Project. The Issuer reasonably expects (i) to spend 85% of the “net sale proceeds” or “investment proceeds on the Project within three (3) years of the issue date of the Notes. (For purposes of the preceding sentence the “net sale proceeds” of the Notes constitute the original proceeds secured upon sale of the Notes minus (I) sale proceeds invested in a reasonably required reserve or replacement fund; and (II) the lesser of (A) \$100,000; or (B) five percent (5%) of the proceeds (here: \$100,000) that are invested at a yield in excess of the yield on the Notes); (ii) to incur within six (6) months of the date of issue a substantial binding commitment to expend at least 5% of the proceeds on the Project; and (iii) to proceed with due diligence to complete the Project. (Reg. 1.148-2(e)(2)(i))
 - b. Other Investment Proceeds. Investment proceeds not spent on the Project may be invested in higher yielding investments for a period of one (1) year from the issuance of the Notes. (Reg. 1.148-2(e)(6))
 - c. Replacement Proceeds. To the extent there are any Replacement Proceeds that exist with respect to the Notes (e.g. sinking funds, pledged funds, etc.) they may be invested without regard to yield for a period of up to 30 days. (Reg. 1.148-2(e)(5)(i))
 - d. Bona Fide Debt Service Fund. Funds in a Bona Fide Debt Service Fund may be invested without regard to yield for a period of up to 13 months. (Reg. 1.148-2(e)(5)(ii))
 - e. Other Gross Proceeds. Other Gross Proceeds of the Notes which are expended within 30 days of the date the Notes are issued. (Reg. 1.148-2(e)(7))

7. Reasonably Required Reserve or Replacement Fund Exception. No reasonably required reserve or replacement fund exists with respect to the Notes which would be eligible for this exception to the arbitrage requirements. (Reg. 1.148-2(f))

8. Minor Portion Exception. Gross Proceeds of the Notes up to an amount equal to the lesser of (i) 5 % of the Proceeds of the Notes (here: \$100,000); or (ii) \$100,000, may be invested at a Yield in excess of the Maximum Yield. (Code Section 148(e), Reg. 1.148-2(g))

9. No Premium. The Issuer has not received and will not receive any premium for the sale of the Notes.

10. Expense of Issue. Proceeds of the Notes to be applied to expenses of issue are expected to be so applied within twelve (12) months of the date of issue.

11. Investment Earnings. Any earnings (including net profit) from investment or deposit of proceeds of the Notes have been or are expected to be commingled upon receipt with the general funds of the Issuer and expended for current purposes within substantially less than one year after their receipt.

12. No Sale of Project. The Issuer does not expect to sell the Project.

13. Repayment of Notes. The Notes are a general obligation of the Issuer for which the full faith and credit of the Issuer are pledged.

14. Reasonable Expectations. To the best of our knowledge, information and belief, the above expectations are reasonable.

15. Useful Life. The useful life of the Project is in excess of the term of the Notes.

16. Responsibility for Issue. The undersigned are charged by law and the proceedings authorizing the Notes with the responsibility for their issue.

C. Reimbursement. No reimbursement of amounts previously expended by the Issuer shall be made from proceeds of the Notes.

D. No Private Activity Notes

1. None of the proceeds of the Notes nor the Project will be utilized, directly or indirectly for private business use (Code §§141(b)(1) & (3)).

2. Payment of principal and interest on the Notes will not be derived from or secured by property to be utilized for a private business use (Code §§141(b)(2)).

3. None of the proceeds of the Notes will be used to make or finance loans to persons other than governmental units (Code §141(c)).

4. Absent an Opinion of Bond Counsel (a written opinion of nationally recognized bond counsel, delivered to the Issuer to the effect that the exclusion from gross income for federal income tax purposes of interest on the Notes will not be adversely affected), the Issuer will not loan more than 5% of the proceeds of the Notes to one or more Nongovernmental Persons (any person or entity other than a State, or political subdivision of a State, but excludes the United States and its agencies or instrumentalities). Absent an Opinion of Bond Counsel, the Issuer has not allowed and will not allow

more than 5% of Sale Proceeds and Investment Proceeds of the Notes or the Projects to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public. Absent an Opinion of Bond Counsel, for purposes of this Section D.4, a Nongovernmental Person will be treated as “using” proceeds of the Notes or the Project to the extent the Nongovernmental Person:

- (i) Borrows proceeds of the Notes,
- (ii) Uses any portion of the Project as owner, lessee, service provider, operator or manager,
- (iii) Acquires the output of the Project, or
- (iv) Enters into any other arrangement that provides a special legal entitlement or special economic benefit to a Nongovernmental Person.

As of the date hereof, the Issuer certifies that either (i) there are no contracts or other arrangements for the operation or management of any component of any one or more of the Projects by any party other than a Governmental Unit or (ii) such contracts and arrangements have been approved in an Opinion of Bond Counsel. Absent an Opinion of Bond Counsel, the Issuer will not enter into any contract or other arrangement after the date hereof for the operation or management of any component of the Projects by any party other than a Governmental Unit.

E. Rebate

1. Overview and Definitions: A note or bond will be an “arbitrage bond”, and thus not a tax exempt note or bond, unless it either complies with or is excepted from the rebate rules set forth in Code Section 148(f). In this regard, a rebate must be paid to the government equal to the excess of (a) amounts earned on all “nonpurpose investments”; over (b) the amount that would have been earned if such nonpurpose investments were invested at a yield equal to the yield on the Notes. (Code Section 148(f)(2); Reg. 1.148-3(a)&(b)). For these purposes, a “Nonpurpose Investment” means any “investment property” which is acquired with the “gross proceeds” of an issue and is not required to carry out the governmental purpose of the issue (Code Section 148(f)(6)). “Investment Property” means any security or obligation, any annuity contract, or any other investment-type property, but does not include any tax-exempt bond unless such obligation is a specified private activity bond. (Code Section 148(b)(2) and Reg. 1.148-1(e)). The “yield” on the Notes is defined in Reg. 1.148-4. The yield on the Nonpurpose Investments is defined in Reg. 1.148-5. The amount and due date(s) for the payment of such rebate are set forth in Code Section 148(f)(3).

2. Small Issuer Rebate Exception (Code Section 148(f)(4)(D); Reg. 1.148-8). The Issuer will qualify for the Small Issuer Exception to rebate in the event:
- a. That the Notes are issued by the Issuer and the Issuer has general taxing powers;
 - b. That pursuant to the representations in Section D above, the Notes are not private activity bonds within the meaning of Code Section 141;
 - c. That ninety five percent (95%) or more of the net proceeds of the Notes are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely under the jurisdiction of the Issuer);
 - d. That the aggregate face amount of tax exempt obligations (other than private activity bonds) issued by the Issuer and all subordinate entities thereof during 2023 is not reasonably expected to exceed Five Million Dollars (\$5,000,000); and
 - e. The Notes are not being issued, in whole or in part, to refund other bonds of the Issuer.
3. Six Month Rebate Exception. The Issuer will qualify for the six month exception to rebate in the event that the Issuer expends the proceeds of the Notes within six (6) months of the date of issue of the Notes. (Code Section 148(f)(4)(B); Reg. 1.148-7(b)(1)(ii)(A)).
4. Undertakings. The Issuer hereby covenants to comply with certain requirements of the Code pertaining to the rebate requirements set forth herein. The Issuer acknowledges that the United States Department of the Treasury has issued regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Code Section 148(f). The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional regulations to determine what is required with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to these rebate provisions, from time to time, and will comply with any requirements that may apply to the Notes.
5. Recordkeeping. In order to facilitate the calculation of any rebate requirement, the Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date.

F. Federal Guarantee Certifications

1. Except as specifically set forth in Paragraph 2 below or otherwise permitted under Section 149(b) of the Code, (a) the payment of the principal or interest on the Notes is not directly or indirectly guaranteed (in whole or in part) by the United States or an agency or instrumentality thereof; and (b) no portion of the proceeds of the Notes shall be (i) used in making loans the payment of principal or interest with respect to which are to be guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof, or (ii) invested (directly or indirectly) in federally issued deposits or accounts (being any deposit or account in a financial institution to the extent insured under Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally-chartered corporation).

2. As allowed by Section 149(b)(3) of the Code, the certifications set forth in Paragraph 1 above shall not apply to (i) proceeds of the Notes invested for the temporary period set forth in Section A.3 hereof until such proceeds are needed for the purposes of the issue; (ii) investments in Notes issued by the United States Treasury; or (iii) other investments permitted under regulations promulgated by the United States Treasury.

G. Designation of Notes as Qualified Tax-Exempt Obligation (Code Section 265(b)(3))

1. That pursuant to the representations in Section B above, the Notes are not private activity Notes under the meaning of Code Section 141;

2. That the Issuer hereby designates the Notes as "Qualified Tax Exempt Obligations" for purposes of Code Section 265(b)(3)(B)(ii);

3. That the Issuer (and any subordinate entities thereof) reasonably anticipates that it will not issue more than Ten Million Dollars (\$10,000,000.00) in tax exempt obligations in 2023; and

4. That the Issuer (and any subordinate entities thereof) hereby covenants that it will not designate more than Ten Million Dollars (\$10,000,000.00) of its obligations as Qualified Tax Exempt Obligations during 2023.

H. Other Covenants of the Issuer

1. Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable. With respect to certain matters set forth herein, the Issuer has specifically relied upon information provided by other parties as herein defined, although the Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of the same.

2. IRS Form 8038-G or 8038-GC. The Issuer will complete, sign and file "Form 8038-G, Information Return for Tax Exempt Governmental Bond Issues," or "Form 8038-GC, Information Return

for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales”, as applicable, on or before the fifteenth (15th) day of the second calendar month after the close of the calendar quarter within which the Notes are issued (Code §149(e));

3. Record Retention. In order to ensure that the interest on the Notes continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications and expectations set forth herein until at least the date 3 years after the later of (a) the date on which the Notes are retired; or (b) if any portion of the Notes are refunded with the proceeds on any other tax-exempt obligations (“Refunding Obligations”), the date on which the last of the Refunding Obligations is retired. The records to be retained include, without limitation, the following: (a) the transcript of documents relating to the Notes; (b) documentation evidencing the expenditure, timing and allocation of the proceeds of the Notes; (c) documentation evidencing the use of the Project, or any component, by public and private sources (i.e. copies of any management contracts, leases, etc., if any); (d) documentation evidencing all sources of payment or security for the Notes; and (e) records of all amounts, if any, paid to the United States in satisfaction of the rebate requirements for the Notes and IRS Forms 8038-T (or successor forms) related to such payments.

4. Written Procedures. The Issuer has covenanted to adopt written procedures to ensure future compliance of the Notes with the requirements of the Code relating to tax-exempt obligations.

5. Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any actions or actions that would adversely affect the exclusion from federal income taxation of interest on the Notes; and will take or require to be taken such acts as may reasonably within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Notes.

[SIGNATURE PAGE FOLLOWS]

Dated as of this 14th day of June, 2023.

TOWN OF AMHERST,
NEW HAMPSHIRE

Issuer's Treasurer

Issuer's Governing Board

(Seal)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b	If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ _____ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

35		
36a		
37		
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions

36a		
37		
- b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units

37		
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- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ and enter the following information:
 - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶
- 41a** If the issuer has identified a hedge, check here ▶ and enter the following information:
 - b** Name of hedge provider ▶ _____
 - c** Type of hedge ▶ _____
 - d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____	Date 06/14/2023	Type or print name and title _____		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date 06/14/2023	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶				Firm's EIN ▶
	Firm's address ▶				Phone no.

ERRORS AND OMISSIONS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	06-14-2023	06-14-2043	63042439	8 / 400		AFA	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Town of Amherst NH
2 Main Street
Amherst, NH 03031

Lender: MASCOMA BANK
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

This Errors and Omissions Agreement is for the purpose of enabling Lender to obtain Borrower's/Guarantor's cooperation, if needed, to make corrections as may be required to assure that the Loan Documents, as defined in the Business Loan Agreement are, and will continue to be, accurate, complete, valid and enforceable according to their terms.

Therefore, the undersigned Borrower/Guarantor, in consideration of the credit facility made available to Borrower by Lender as evidenced by the Loan Documents does agree by signature hereon to fully and promptly cooperate with any request by Lender or Lender's successors or assigns to; execute additional documents; adjust, correct or modify as necessary any clerical or scrivener's error; or other error or omission in any of the Loan Documents.

BORROWER:

TOWN OF AMHERST NH

By: _____
Peter Lyon, Chairman of Town of Amherst NH

By: _____
Danielle Pray, Board Member of Town of Amherst NH

By: _____
Thomas Grella, Board Member of Town of Amherst NH

By: _____
John D'Angelo, Board Member of Town of Amherst NH

By: _____
William Stoughton, Board Member of Town of Amherst NH

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	06-14-2023	06-14-2043	63042439	8 / 400		AFA	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Town of Amherst NH
2 Main Street
Amherst, NH 03031

Lender: MASCOMA BANK
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

LOAN TYPE. This is a Fixed Rate (5.000% initial rate) Nondisclosable Loan to a Government Entity for \$2,000,000.00 due on June 14, 2043.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- Personal, Family, or Household Purposes or Personal Investment.
- Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: To purchase lot of land for forest habitat.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$2,000,000.00 as follows:

Other Disbursements:	\$2,000,000.00
\$2,000,000.00	\$2,000,000.00
Note Principal:	\$2,000,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 14, 2023.

BORROWER:

TOWN OF AMHERST NH

By: _____
Peter Lyon, Chairman of Town of Amherst NH

By: _____
Thomas Grella, Board Member of Town of Amherst NH

By: _____
William Stoughton, Board Member of Town of Amherst NH

By: _____
Danielle Pray, Board Member of Town of Amherst NH

By: _____
John D'Angelo, Board Member of Town of Amherst NH

STATEMENT OF FINANCE CHARGES - NHRSA 399-B

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$2,000,000.00	06-14-2023	06-14-2043	63042439	8 / 400		AFA	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Town of Amherst NH
2 Main Street
Amherst, NH 03031

Lender: MASCOMA BANK
MAIN OFFICE
67 NORTH PARK ST.
LEBANON, NH 03766

In connection with the loan transaction consummated on June 14, 2023, between MASCOMA BANK, which is organized under the laws of the United States, with a principal place of business at MAIN OFFICE, 67 NORTH PARK ST., LEBANON, NH 03766, ("Lender"); and Town of Amherst NH, with a mailing address of 2 Main Street, Amherst, NH 03031, ("Borrower"), Borrower is hereby informed pursuant to NHRSA 399-B that Borrower shall pay the following:

INTEREST. Pursuant to a Note of even date, Borrower shall pay interest on the loan having an original principal balance of Two Million & 00/100 Dollars (\$2,000,000.00), with an interest rate of 5.000% per annum.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: one interest payment on December 14, 2023, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum; 38 semi-annual consecutive principal payments of \$51,282.05 each, beginning June 14, 2024, during which interest continues to accrue on the unpaid principal balances using an interest rate of 5.000% per annum; 38 semi-annual consecutive interest payments, beginning June 14, 2024, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum; and one principal and interest payment of \$52,560.64 on June 14, 2043, with interest calculated on the unpaid principal balances using an interest rate of 5.000% per annum. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this loan. Notwithstanding the foregoing, the rate of interest accrual described for the principal only payment stream applies only to the extent that no other interest rate for any other payment stream applies.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/365 simple interest basis; that is, by applying the ratio of the interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

APPLICABLE INTEREST RATE. Borrower expressly agrees that the interest rate specified in this loan shall be the applicable interest rate due, notwithstanding the rate of interest prescribed by statute from time to time, (A) on amounts outstanding during the term of the Loan, and (B) on amounts outstanding on and after the maturity date of the Loan, demand, the initiation of suit for collection, or the initiation of any foreclosure proceedings with respect to any collateral securing any portion of the Loan. The aforementioned interest rate shall be applicable to (except to the extent expressly provided to the contrary in any of the loan documents), and shall accrue on account of, any and all amounts owing by Borrower, other than unpaid interest, under each of the documents executed in connection with this Loan.

ORIGINATION FEE. There are no origination fees on this loan.

OTHER CHARGES. Borrower has paid or will pay the following other charges in connection with this Loan:

Credit Availability. \$ _____
Annual Fee. \$ _____
Overdraft Fee. \$ _____

Late Charges. If a payment is 10 days or more late, Borrower will be charged **\$25.00**.

Credit Life Insurance. Type of Insurance Purchased: No Insurance Purchased.

PREPAYMENT.

EXPENSES. Borrower shall pay legal costs and expenses incurred in the preparation of documents and the closing of the transaction and related expenses, including filing and recording fees, in the estimated amount as described below. The actual amount of such costs and expenses may be somewhat more or less than estimated.

Amount Financed Itemization

Other Disbursements:	\$2,000,000.00
\$2,000,000.00	
Note Principal:	\$2,000,000.00
Prepaid Finance Charges:	\$0.00
Amount Financed:	\$2,000,000.00

**STATEMENT OF FINANCE CHARGES - NHRSA 399-B
(Continued)**

Loan No: 63042439

Page 2

BORROWER ACKNOWLEDGES RECEIPT OF A COPY OF THIS STATEMENT AT THE LOAN CLOSING HELD ON THIS DATE AND ACKNOWLEDGES AGREEMENT WITH THE TERMS HEREOF.

BORROWER:

TOWN OF AMHERST NH

By: _____
Peter Lyon, Chairman of Town of Amherst NH

By: _____
Danielle Pray, Board Member of Town of Amherst NH

By: _____
Thomas Grella, Board Member of Town of Amherst NH

By: _____
John D'Angelo, Board Member of Town of Amherst NH

By: _____
William Stoughton, Board Member of Town of Amherst NH



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Post-Issuance Tax Compliance
Policy & Procedures for Tax-Exempt
Obligations

Department: Finance Department

Meeting Date: June 12, 2023

Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

This document outlining policies and procedures for Post-Issuance Tax Compliance in connection with tax-exempt bonds was created by our Bond Counsel, Renelle L'Huillier in conjunction with our FY23 for two million dollars to purchase conservation land. In her memorandum she explains the reasons that we should have this policy in place.

BUDGET IMPACT:

(Include general ledger account numbers)

N/A

POLICY IMPLICATIONS:

New policy & procedures related to tax-exempt obligations in order to meet applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds.

DEPARTMENT HEAD RECOMMENDATION:

Approve

SUGGESTED MOTION:

I move to approve the Post-Issuance Tax Compliance Policy and Procedures for Tax-Exempt Obligations as submitted.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Post-issuance tax compliance memo and resolution (Amherst 2023)
2. Post-Issuance Compliance Policy (Amherst 2023)

MEMORANDUM

To: Town of Amherst, New Hampshire (the “Town”)
From: Renelle L. L’Huillier, Devine, Millimet & Branch, P.A. (“Bond Counsel”)
Re: Post-Issuance Tax Compliance Policies and Procedures
Date: June 6, 2023

At the closing of a tax-exempt bond or note issuance, the Town’s governing board signs a No Arbitrage and Tax Certificate. This document provides Bond Counsel with the information necessary to make a determination that the bond or note is tax exempt at the time of issuance. However, there are a number of things that can occur “post-issuance” that could adversely affect the tax-exempt status of the bonds or notes, such as (i) the direct or indirect use of the proceeds by a non-governmental person that might cause the bonds or notes to be taxable private activity bonds; or (ii) the Town’s potential liability for rebate payments to the federal government due to the failure to expend funds quickly enough to qualify for one of the spending exceptions to the rebate rules.

Over the past few years, the Internal Revenue Service (the “IRS”) has focused on the post-issuance tax compliance of municipal bond issuers. During that time, we have seen an increased number of IRS examinations of bonds and tax notes to determine compliance with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”). One of the questions posed by the IRS in such examinations is whether the issuer has adopted written procedures to ensure compliance with the Code provisions applicable to tax-exempt bonds and notes.

In addition, the IRS includes guidance on its website that makes it evident that written procedures are an important part of an issuer’s tax-exempt bond program. Moreover, in the fall of 2011, the IRS updated its Form 8038-G to add questions about whether the issuer has established written procedures to address private activity concerns and to monitor the requirements of section 148 related to arbitrage rebate. The IRS also now requests more detail about an issuer’s reimbursement for pre-issuance expenditures on this form.

In order to address this increased level of review by the IRS, we have prepared a form of Post-Issuance Tax Compliance Policies and Procedures. This form of policy names a “Coordinator” who has the responsibility to monitor compliance with the policy. It follows the requirements of the Code and closely tracks the information included in the No Arbitrage and Tax Certificate that is signed at the closing of a bond or tax note financing.

We have also included a form of resolution that the governing board may pass in order to adopt this formal policy.

As the Town is planning to finance a project with tax exempt bonds, and if it needs to issue tax anticipation notes or may be considering a lease-purchase arrangement in the near future, we recommend implementing these policies as soon as possible. As a result, the Town would be able to answer “yes” to the questions on the Form 8038-G, thereby showing the IRS that it is

aware of its post-issuance obligations under the Code and that it intends to meet those obligations. An additional reason for the timely adoption of these policies is the IRS's indication that an issuer who discloses a compliance issue that is discovered as a result of its own internal review will be looked upon favorably by the IRS in determining a resolution to the problem.

If you have questions about the policy or the resolution or would like to review these materials together, please let us know. Once the governing board adopts the policy, please send us a copy of the minutes of the meeting at which the board voted and a copy of the policy as adopted.

RESOLUTION OF
THE BOARD OF SELECTMEN
OF THE TOWN OF AMHERST, NEW HAMPSHIRE

June 12, 2023

WHEREAS, the Town of Amherst, New Hampshire (the “Town”) from time to time, on a tax-exempt basis, issues (i) bonds and bond anticipation notes to finance capital projects, (ii) tax anticipation notes to pay the Town’s maintenance and operation expenses and (iii) municipal leases to finance the lease-purchase of certain equipment, all pursuant to the provisions of New Hampshire RSA Chapter 33, as amended;

WHEREAS, the federal income tax laws included in the Internal Revenue Code of 1986, as amended (the “Code), require that issuers of tax-exempt debt comply with certain post-issuance requirements set forth in the Code;

WHEREAS, for purposes of maximizing the likelihood that the Town complies with such requirements of the Code, the Board of Selectmen of the Town (the “Board”) desires to adopt the Post-Issuance Tax Compliance Policies and Procedures, attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESOLVED by the Board as follows:

VOTED: That the Post-Issuance Tax Compliance Policies and Procedures, attached hereto as Exhibit A are hereby approved.

VOTED: That the Board hereby names the Finance Director as the “Coordinator” under the Post-Issuance Tax Compliance Policies and Procedures and that the Finance Director has accepted such nomination.

VOTED: That this resolution shall take effect from and after its adoption.

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE POLICIES AND PROCEDURES

TOWN OF AMHERST, NEW HAMPSHIRE

POST-ISSUANCE TAX COMPLIANCE POLICY AND PROCEDURES FOR TAX-EXEMPT OBLIGATIONS

The purpose of this Post-Issuance Tax Compliance Policy and Procedures is to establish policies and procedures in connection with tax-exempt bonds and notes (the “Bond” or “Bonds”) issued by the Town of Amherst, New Hampshire (the “Issuer”) so as to maximize the likelihood that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met.

1. Compliance Coordinator:

- a) The Finance Director ("Coordinator") shall be responsible for monitoring post-issuance compliance.
- b) The Coordinator will maintain a copy of the transcript of proceedings in connection with the issuance of any tax-exempt obligations. The Coordinator will obtain such records as are necessary to meet the requirements of this policy.
- c) The Coordinator shall consult with bond counsel, a rebate consultant, financial advisor, Internal Revenue Service (“IRS”) publications and such other resources as are necessary to understand and meet the requirements of this policy.
- d) Training and education of the Coordinator and his/her staff will be sought and implemented upon the occurrence of new developments and upon the hiring of new personnel to implement this policy.

2. Record-Keeping.

a) Financing Transcripts. The Coordinator shall confirm the proper filing with the IRS of an 8038 Series return, and maintain a transcript of proceedings for all tax-exempt obligations issued by the Issuer, including but not limited to all tax-exempt bonds, notes and lease-purchase contracts. Each transcript shall be maintained for as long as the Bonds are outstanding, plus three (3) years after the final redemption date of the Bonds. Said transcript may be maintained in electronic format and shall include, at a minimum:

- 1) Form 8038s;
- 2) minutes, resolutions, and certificates;
- 3) certifications of issue price from the underwriter, if applicable;
- 4) formal elections required by the IRS;
- 5) trustee statements, if applicable;

- 6) records of refunded bonds, if applicable;
- 7) correspondence relating to bond financings;
- 8) reports of any IRS examinations for bond financings;
- 9) documents related to governmental grants associated with construction, renovation or purchase of bond financed facilities, if applicable; and
- 10) publications, brochures, and newspaper articles, where applicable.

b) Modification to Financing Documents. The Coordinator shall determine if there is any “significant modification” to bond documents resulting in reissuance under Treasury Regulations §1.1001-3, in consultation with bond counsel and any other legal counsel and financial advisor. The Coordinator shall retain proof of filing new Form 8038 and relevant documentation plus final rebate calculation on pre-modification bonds.

3. Proper Use of Proceeds. The Coordinator shall review the resolution authorizing issuance for each tax-exempt obligation issued by the Issuer and shall:

- a) obtain a computation of the yield on such issue from the Issuer’s financial advisor;
- b) create a separate Project Fund (with as many sub-funds as shall be necessary to allocate proceeds among the projects being funded by the issue) and a separate Cost of Issuance Fund as necessary to allocate proceeds to Bond issuance costs into which the proceeds of the issue shall be deposited, as applicable;
- c) review all requisitions, draw schedules, draw requests, invoices and bills requesting payment from the Project Fund;
- d) determine whether payment from the Project Fund is appropriate, and if so, make payment from the Project Fund (and appropriate sub-fund if applicable);
- e) maintain records of the payment requests and corresponding records showing payment;
- f) maintain records showing the earnings on, and investment of, the Project Fund;
- g) ensure that all investments acquired with proceeds are purchased at fair market value;
- h) identify bond proceeds or applicable debt service allocations that must be invested with a yield-restriction and monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not

exceed the yield to which such investments are restricted;

- i) maintain records related to any investment contracts, credit enhancement transactions, and the bidding of financial products related to the proceeds; and
- j) monitor and maintain records of the reimbursement of costs previously expended by the Issuer to ensure that such reimbursement occurs not more than 18 months after the later of (i) the dates of the expenditures or (ii) the date the project/asset was placed in service (but not more than 3 years after the original expenditures were paid) except with respect to those expenditures for which the Issuer obtained a certificate of licensed engineer/architect to the effect that (I) at least five (5) years was necessary to complete the construction of the part of the project for which such expenditures were required; and (II) such expenditures shall be reimbursed not more than five (5) years after the date that the original expenditures were paid.

4. Arbitrage/Rebate Compliance and Timely Expenditure of Proceeds. The Coordinator shall review the No Arbitrage and Tax Certificate (or equivalent) (the “Certificate”) for each tax-exempt obligation issued by the Issuer and the expenditure records provided in Section 2 of this policy, above, and shall ensure that the Issuer takes the following actions:

- a) monitor and ensure that proceeds of each such issue are spent within the temporary period set forth in the Certificate;
- b) if at the time of issuance, it appears that that the Bonds will qualify for the small issuer exception to the rebate requirement, the Coordinator will monitor the amount of subsequent tax-exempt obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$5 million or \$15 million threshold, as applicable, in such calendar year;

- c) if at the time of issuance, based on reasonable expectations set forth in the Certificate, it appears likely that the issue will qualify for an exemption from the rebate requirement, the Issuer may defer taking any of the actions set forth in subsection (d) below. Not later than the time of completion of construction or acquisition of the project, and depletion of all funds from the Project Fund, the Issuer shall make a determination if the expenditure of the Bond proceeds qualified for an exemption from the rebate requirements based on spending within a 6 month, 18 month or 2 year period after issuance. If a rebate exemption is determined to be applicable, the Issuer shall prepare and keep in the permanent records of the issue a memorandum evidencing this conclusion together with records of expenditure to support such conclusion. If the transaction does not qualify for rebate exemption, the Issuer shall initiate the steps set forth in (d) below;
- d) if at the time of issuance it appears likely that arbitrage rebate calculations will be required, or upon determination that calculations are required pursuant to (c) above, the Issuer shall:
 - i. engage the services of expert advisors (each a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds, or else shall ensure that it has adequate financial, accounting and legal resources of its own to make such calculations, and, prior to each rebate calculation date, cause the trustee or other financial institution investing bond proceeds to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider;
 - ii. provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
 - iii. monitor efforts of the Rebate Service Provider;
 - iv. assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed;
 - v. during the construction period of each capital project financed in whole or in part by Bonds, monitor the investment and expenditure of Bond proceeds and consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 2 years, as applicable, following the issue date of the Bonds;

- vi. retain copies of all arbitrage reports, trustee statements and other documents as required herein; and
- vii. in lieu of engaging an outside Rebate Service Provider, the Issuer may make a determination that it has sufficient capabilities using its own personnel, supported by its regular accounting and legal advisers, to be able to make the required rebate calculations. Such determination shall be evidenced in writing with specific reference to the personnel and advisers to carry out the calculations, and such written determination shall be maintained in the records of the bond transaction.

5. Proper Use of Bond Financed Assets.

- a) The Coordinator shall maintain appropriate records and a list of all bond financed assets. Such records shall include the actual amount of proceeds (including investment earnings) spent on each of the bond financed assets.
- b) With respect to each bond financed asset, the Coordinator will monitor and confer with bond counsel with respect to all proposed:
 - i. management contracts,
 - ii. service agreements,
 - iii. research contracts,
 - iv. naming rights contracts,
 - v. leases or sub-leases,
 - vi. joint venture, limited liability or partnership arrangements,
 - vii. sale of property, or
 - viii. any other change in use of such asset.
- c) Section 141 of the Code sets forth private activity tests for the purpose of limiting the volume of tax-exempt bonds that finance activities of persons other than state and local governmental entities. These tests serve to identify arrangements that actually or reasonably expect to transfer the benefits of tax-exempt financing to non-governmental persons, including the federal government. The Coordinator shall provide to the users of any bond financed property a copy of this Compliance Policy and other appropriate written guidance advising that:
 - i. “Private business use” means use by any person other than the Issuer, including business corporations, partnerships, limited liability companies, associations, non-profit corporations, natural persons engaged in trade or business activity, and the United States of America and any federal agency, as a result of ownership of the property or use of the property under a lease, management or service contract (except for certain “qualified” management or

- service contracts), “naming rights” contract, “public-private partnership” arrangement, or any similar use arrangement that provides special legal entitlements for the use of the bond financed property;
- ii. No more that 10% of the proceeds of any tax-exempt bond issue (including the property financed with the Bonds) may be used for private business use, of which no more than 5% of the proceeds of the tax-exempt bond issue (including the property financed with the bonds) may be used for any “unrelated” private business use – that is, generally, a private business use that is not functionally related to the government’s purposes of the Bonds; and no more that the lesser of \$5,000,000 or 5% of the proceeds of a tax-exempt bond issue may be used to make or finance a loan to any person other than a state or local government unit;
 - iii. Before entering into any special use arrangement with a non-governmental person that involves the use of bond financed property, the Coordinator will consult with bond counsel, provide bond counsel with a description of the proposed non-governmental use arrangement, and determine whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property; and
 - iv. In connection with the evaluation of any proposed non-governmental use arrangement, the Issuer will consult with bond counsel to obtain federal tax advice in whether that use arrangement, if put into effect, will be consistent with the restrictions on private business use of the bond financed property, and, if not, whether any “remedial action” permitted under §141 of the Code may be taken as means of enabling that use arrangement to be put into effect without adversely affecting the tax-exempt status of the Bonds.
- d) The Coordinator shall maintain a copy of any such proposed agreement, contract, lease or arrangement, together with the response by bond counsel with respect to said proposal for at least three (3) years after retirement of all tax-exempt obligations issued to fund all or any portion of bond financed assets;
 - e) The Coordinator shall consult with bond counsel and other legal counsel and advisers in the review of any change in use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Certificate;
 - f) The Coordinator shall confer at least annually with other personnel responsible for bond-financed or refinanced assets to identify and discuss

any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Certificate; and

- g) To the extent that the Coordinator discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, the Coordinator shall consult promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

6. Bank Qualification. If the Bonds are issued in a par amount of \$10 million or less and designated by the Issuer as “bank qualified” under Section 265(b)(3) of the Code, the Coordinator will monitor the amount of subsequent tax-exempt obligations issued or proposed to be issued in the calendar year in which the Bonds closed to ensure that the Issuer does not exceed the \$10 million threshold in such calendar year.

7. General Project Records. For each project financed with tax-exempt obligations, the Coordinator shall maintain a copy of all material documents relating to capital expenditures financed or re-financed by tax-exempt proceeds, until three (3) years after retirement of the tax-exempt obligations or obligations issued to refund those obligations including (without limitation), the following:

- a) appraisals, demand surveys or feasibility studies,
- b) applications, approvals and other documentation of grants,
- c) depreciation schedules,
- d) contracts respecting the project, including construction contracts,
- e) purchase orders,
- f) invoices,
- g) trustee requisitions and payment records,
- h) documents relating to costs reimbursed with Bond proceeds, and
- i) records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of proceeds.

8. Advance Refundings. The Coordinator, shall be responsible for the following current, post issuance and record retention procedures with respect to advance refunding bonds:

- a) Identify and select bonds to be advance refunded with advice from internal financial personnel, and a financial advisor;
- b) The Coordinator shall identify, with advice from the financial advisor and bond counsel, any possible federal tax compliance issues prior to structuring any advance refunding;

- c) The Coordinator shall review the structure with the input of the financial advisor and bond counsel, of advance refunding issues prior to the issuance to ensure (i) that the proposed refunding is permitted pursuant to applicable federal tax requirements if there has been a prior refunding of the original bond issue; (ii) that the proposed issuance complies with federal income tax requirements which might impose restrictions on the redemption date of the refunded bonds; (iii) that the proposed issuance complies with federal income tax requirements which allow for the proceeds and replacement proceeds of an issue to be invested temporarily in higher yielding investments without causing the advance refunding bonds to become “arbitrage bonds”; (iv) that the proposed issuance will not result in the issuer’s exploitation of the difference between tax exempt and taxable interest rates to obtain a financial advantage nor overburden the tax exempt market in a way that might be considered an abusive transaction for federal tax purposes; and (v) that the proposed refunding complies with applicable State law.
- d) The Coordinator shall collect and review data related to arbitrage yield restriction and rebate requirements for advance refunding bonds. To ensure such compliance, the Coordinator shall engage a rebate consultant to prepare a verification report in connection with the advance refunding issuance. Said report shall ensure said requirements are satisfied.
- e) The Coordinator shall, whenever possible, purchase SLGS to size each advance refunding escrow. The financial advisor and/or bond counsel shall be included in the process of subscribing SLGS. To the extent SLGS are not available for purchase, the Coordinator shall, in consultation with bond counsel and the financial advisor, comply with IRS regulations.
- f) To the extent the Issuer elects to purchase a guaranteed investment contract, the Coordinator shall ensure, after input from bond counsel, compliance with any bidding requirements set forth by the IRS regulations.
- g) In determining the issue price for any advance refunding issuance, the Coordinator shall obtain and retain issue price certification by the purchasing underwriter at closing.
- h) After the issuance of an advance refunding issue, the Coordinator shall ensure timely identification of violations of any federal tax requirements and engage bond counsel in attempt to remediate same in accordance with IRS regulations.

9. Continuing Disclosure. The Coordinator shall assure compliance with each continuing disclosure certificate and annually, per continuing disclosure agreements, file audited annual financial statements and other information required by each continuing disclosure agreement. The Coordinator will monitor material events as described in each continuing disclosure agreement and assure compliance with material event disclosure. Events to be reported shall be reported promptly, but in no event not later than ten (10) Business Days after the day of the occurrence of the event. Currently, such notice shall be given in the event of:

- a) Principal and interest payment delinquencies;
- b) Non-payment related defaults, if material;
- c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- d) Unscheduled draws on credit enhancements relating to the bonds reflecting financial difficulties;
- e) Substitution of credit or liquidity providers, or their failure to perform;
- f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the bonds, or material events affecting the tax-exempt status of the bonds;
- g) Modifications to rights of Holders of the Bonds, if material;
- h) Bond calls (excluding sinking fund mandatory redemptions), if material, and tender offers;
- i) Defeasances of the bonds;
- j) Release, substitution, or sale of property securing repayment of the bonds, if material;
- k) Rating changes on the bonds;
- l) Bankruptcy, insolvency, receivership or similar event of the Issuer;

- m) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- n) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- o) Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect security holders, if material*; and
- p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties*.

10. Compliance with Continuing Disclosure Filings Under S.E.C. Rule 15c2-12. Under S.E.C. Rule 15c2-12, the Issuer may be required to periodically provide financial documentation, reports, notice and updates of documents to EMMA, the Electronic Municipal Market Access website managed by the Municipal Securities Rulemaking Board. Compliance is required in accordance with the Issuer's Material Events Disclosure Certificate and/or Continuing Disclosure Certificate executed in connection with a bond or note issue.

11. Due Diligence and Remedial Actions. In all activities related to the Issuer's Bonds, the Coordinator and his/her staff will exercise due diligence to comply with the Code provisions governing tax-exempt obligations. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the IRS which allows issuers to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the Bonds were issued.

* For purposes of events (o) and (p), "financial obligation" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of (a) or (b); provided, however, that a "financial obligation" shall not include any municipal security for which a final official statement has been provided to the MSRB consistent with the Continuing Disclosure S.E.C. Rule 15c2-12. "Obligated Person" shall mean the Issuer or any person committed by contract or other arrangement to support payment of all, or part, of the obligations on municipal securities. This definition does not include providers of municipal bond insurance, letters of credit or other liquidity facilities.

12. Periodic Review. The Issuer will monitor compliance with the guidelines contained in this policy as well as any other covenants not specifically included herein and will review and update these guidelines at least annually and whenever necessary due to change in law or circumstances.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Authorization to sign Land Purchase closing documents **Department:** Finance Department

Meeting Date: June 12, 2023

Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

The Town will close on the purchase of Curran property Phase 1 for conservation land at the end of June. This request is to authorize Dean Shankle, Town Administrator, to handle the closing and to sign any closing documents on behalf of the Town.

BUDGET IMPACT:

(Include general ledger account numbers)

N/A

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to authorize the Town Administrator, Dean Shankle, to attend the Curran property Phase I closing, to represent and act on behalf of the Town by signing any closing documents, accepting the deed, and delivering the necessary proceeds to cover the purchase price and closing fees.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Request to Waive Interest
Meeting Date: June 12, 2023

Department: Tax Collector
Staff Contact: Gail Stout

BACKGROUND INFORMATION:

Request to waive a portion of the interest being charged on delinquent property tax for map 6 lot 38-13. This property was held in bankruptcy prior to the death of the owner causing a stay of collection of the property taxes due for tax year 2011 and 2012 with interest accumulating at 18% since that time. Having resided in this property for 53 years, the heir to the owner's estate began a very long probate process to gain authorization to sell the property to clear the debts owned, which prompted the request to waive a portion of the interest owed.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

To deny the request to waive interest owed for Map 6 Lot 38-13.

SUGGESTED MOTION:

I move to deny the request to waive interest owed for Map 6 Lot 38-13.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Request to Waive Interest Confidential BOS 6 12 2023



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Request to Waive Repayment of Assistance

Department: Tax Collector

Meeting Date: June 12, 2023

Staff Contact: Gail Stout

BACKGROUND INFORMATION:

Request submitted to waive repayment of \$1,800.00 to the Town of Amherst for assistance provided by the Town of Amherst in October of 2019 for the burial of the owner of Map 6 Lot 38-13.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

To approve the waiver of repayment of assistance provided in the amount of \$1,800.00.

SUGGESTED MOTION:

I move to waive repayment of the assistance provided by the Town of Amherst to the Avery Family (Map 6 Lot 38-13) in October of 2019 in the amount of \$1,800.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Request to Waive Repayment of Assistance Confidential BOS 6 12 2023



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: Hawkers and Peddlers Permit
Request: Dalton Reynolds, Fox Pest
Services

Department: Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Dalton Reynolds, Fox Pest Control Hawkers and Peddlers Permit Request

DATE RECEIVED _____

TOWN OF AMHERST
APPLICATION FOR HAWKERS, PEDDLERS & VENDORS PERMIT

NAME OF APPLICANT Dalton Reynolds DOB 07/06/1999

RESIDENCE ADDRESS 10 Derry Way apt 21 TOWN Derry NH

PHONE NO (435) 790-9973

LENGTH OF TIME AT THIS ADDRESS 4 weeks

PREVIOUS ADDRESS IF ABOVE IS LESS THAN THREE YEARS 622 N 700 W
Blackfoot ID. 83221

PHYSICAL DESCRIPTION:

HEIGHT 5'9 WEIGHT 135 HAIR Br EYES Br

NAME, ADDRESS OF PERSON, FIRM, OR CORPORATION OR ASSOCIATION WHOM APPLICANT IS EMPLOYED BY OR REPRESENTS:

NAME Fox Pest Control

ADDRESS 649 E. Industrial Park Dr. Manchester NH.

PHONE NO. 603-326-5155 LENGTH OF EMPLOYMENT/REPRESENTATION 4 weeks

NAME, ADDRESS OF EMPLOYER DURING PAST THREE YEARS, IF OTHER THAN PRESENT EMPLOYER:

NAME IDaho Fish & Game

ADDRESS 324 417 E #1 Jerome ID. 83338

HAWKERS & PEDDLERS STATE LICENSE NO. 2023/163 EXP. DATE 04/28/2024
(REQUIRED)

DESCRIPTION OF PRODUCT AND METHOD/LOCATION OF SALE Pest Control
Door to Door

NOTE: IF YOU ARE AT A LOCATION, OTHER THAN YOUR OWN, YOU NEED WRITTEN PERMISSION FROM THE PROPERTY OWNER GIVING YOU AUTHORIZATION TO BE ON HIS/HER PROPERTY.

PERIOD OF TIME FOR WHICH PERMIT IS APPLIED now - July 31, 2023

DATE OR APPROXIMATE DATE OF LATEST PREVIOUS APPLICATION FOR PERMIT UNDER THIS ORDINANCE, IF ANY NA

HAS A PERMIT ISSUED TO THE APPLICANT UNDER THIS ORDINANCE EVERY BEEN REVOKED?

YES _____ NO

HAS THE APPLICANT EVER BEEN CONVICTED OF A MISDEMEANOR OR A FELONY UNDER THE LAWS OF THIS STATE OR ANY STATE OR FEDERAL LAWS OF THE UNITED STATES?

YES _____ NO

IN THE EVENT THAT THE PRODUCT WHICH IS THE SUBJECT OF THE APPLICATION IS A PERISHABLE OR A FOOD COMMODITY, THE APPLICANT IS DIRECTED TO THE STATE OF NEW HAMPSHIRE PUBLIC HEALTH DEPARTMENT FOR APPROVAL OF THE PROPOSED OPERATION AND CERTIFICATION FROM SAID PUBLIC HEALTH DEPARTMENT THAT THE PROPOSAL MEETS STATE HEALTH REGULATIONS.

THE APPLICANT WILL BE REQUIRED TO PRESENT DETAILS OF THE OPERATION SUCH AS THE LOCATION FROM WHICH THE SALES WILL BE CONDUCTED, HOURS OF OPERATION, DATES OF OPERATION, AS WELL AS A CERTIFICATION THAT THE PROPOSAL HAS BEEN REVIEWED BY THE CHIEF OF POLICE AND THAT THE APPLICANT HAS COMPLIED WITH ANY REQUESTS BY THE CHIEF OF POLICE WITH RESPECT TO THE ACCOMMODATION OF PARKING AND/OR TRAFFIC CONSIDERATIONS.



SIGNATURE OF APPLICANT

05/18/2023

DATE

The State of New Hampshire
Corporate Hawker & Peddler Individual State License
Department of State



Dalton Reynolds

(not valid unless signed by Applicant)

Date April 28, 2023

This certifies that in accordance with RSA Chapter 320

Dalton Reynolds of 10 Derry Way Apt#21, Derry, NH 03038
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said Dalton Reynolds to sell, throughout the state, any goods, wares
and merchandise, the sale of which is not prohibited by the laws of this state on behalf of Fox Pest
Control Services New England LLC.

Date of Birth 7/06/1999 Height 5'9" Weight 140

Color of Hair Brown Color of Eyes **Brown**

Distinguishing Characteristics **none**

License Number **2023/163**

This License Expires April 28, 2024

Bond Expires: June 24, 2024

E. Hennessy
Deputy Secretary of State

This license may be laminated



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Town Common Request, Tree
Lighting 2023

Department: Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the request for use of the Town Common for the Annual Tree Lighting Ceremony on Friday December 8, 2023 from 5-7pm.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Tree Lighting 2023, TOWn Common Request - signed

**TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST**

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Amherst Tree Lighting Ceremony Contact Name: Michelle Arbogast

Contact Phone Number: 603-459-5427 Contact e-mail: michelleATLF@gmail.com

Date of Event: 12/8/2023 Hours (from/ to): ~5-7 pm Number of est. participants: 150

Will you need Electricity? Yes If so, for what? Lights and sound

Wish to bring anything onto the Commons? IF so, what? Boy Scouts will bring cocoa and chestnuts, church will bring cookies

Wish to drive anything onto the Commons? No

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? No

Request road closures? (Please identify intersections) No

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) Not sell

Brief Description of event.:
Amherst citizens gather to watch a roughly 30 minute tree lighting ceremony performed by local groups/individuals.
We typically borrow the Town's sound system and DPW sets up the stage and lights. We light the former memory tree on the Town Hall side of the green.
An Amherst police officer brings Santa to the Green.

Requirements: By signing this document, I agree to abide by all applicable requirements.

1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature: Michelle Arbogast Date: 6/4/23

This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.

Chief of Police Approval: Signature Mark O. Reams Date: 6/05/23
Mark O. Reams (Jun 5, 2023 10:41 EDT)

Fire/ Rescue Chief Approval: Signature Matthew Conley Date: 6/5/2023
Matthew Conley (Jun 5, 2023 10:45 EDT)

Public Works Director Approval: Signature Eric Slosek Date: 6-6-23

BOS Approval: Chair's Signature _____ Date: _____

Tree Lighting 2023, TOWn Common Request

Final Audit Report

2023-06-06

Created:	2023-06-05
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9ZopJ2VQVkpYjV3o1dyOd8nJu1lpq_Q1

"Tree Lighting 2023, TOWn Common Request" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2023-06-05 - 1:41:52 PM GMT
-  Document emailed to mreams@amherstnh.gov for signature
2023-06-05 - 1:42:11 PM GMT
-  Email viewed by mreams@amherstnh.gov
2023-06-05 - 2:40:45 PM GMT
-  Signer mreams@amherstnh.gov entered name at signing as Mark O. Reams
2023-06-05 - 2:41:25 PM GMT
-  Document e-signed by Mark O. Reams (mreams@amherstnh.gov)
Signature Date: 2023-06-05 - 2:41:27 PM GMT - Time Source: server
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2023-06-05 - 2:41:28 PM GMT
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)
2023-06-05 - 2:44:38 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)
Signature Date: 2023-06-05 - 2:45:14 PM GMT - Time Source: server
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2023-06-05 - 2:45:15 PM GMT
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2023-06-06 - 7:51:23 PM GMT
-  Document e-signed by Eric Slosek (eslosek@amherstnh.gov)
Signature Date: 2023-06-06 - 7:51:47 PM GMT - Time Source: server

✔ Agreement completed.

2023-06-06 - 7:51:47 PM GMT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes
Meeting Date: June 12, 2023

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Approvals:

Payroll

PR1~ I move to approve one (1) FY23 Payroll Manifest in the amount of \$236,983.04 dated June 1, 2023, subject to review and audit.

Accounts Payable

AP1 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$256,831.81 dated May 23, 2023, subject to review and audit. (Vendors)

AP2 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$6,656.47 dated June 5, 2023, subject to review and audit. (Vendors)

AP3 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$2,981,008.00 dated June 1, 2023, subject to review and audit. (Schools)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of May 15, 2023.

~ I move to approve the Board of Selectmen meeting minutes of May 22, 2023.

~ I move to approve the Board of Selectmen meeting minutes of May 26, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2023.05.15 BOS_DRAFT, WRS

2. 2023.05.22 BOS_DRAFT
3. 2023.05.26 BOS_DRAFT, WS



Town of Amherst, NH
BOARD OF SELECTMEN MEETING MINUTES
Barbara Landry Meeting Room
2 Main Street
Monday, May 15, 2023, 6:30PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Pray, and Selectman Grella

3
4 Also present: Town Administrator Dean Shankle, and Recording Secretary, Kristan Patenaude

5
6 **1. Call to Order**

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

8
9 **2. Pledge of Allegiance** – led by DPW Director, Eric Slosek.

10
11 **3. Citizen's Forum**

12 None at this time.

13
14 **4. Scheduled Appointments**

15 **4.1 Mobycon Presentation of Village Streets Study and Discussion**

16
17 Emily Thomason, Mobycon, gave a presentation on the Village Streets study. This plan will
18 be available in full on the Town's website. She reviewed a history of the Village streets. In the
19 1700s the streets were footpaths and there were only three roads that connected Amherst to
20 surrounding towns. In 1860, railroads came to the area, but horse and buggies were still the
21 main source of transportation. In 1902, the first motor vehicle was seen in Amherst. In 1920,
22 Route 101 was built. The road was paved in 1925, becoming one of the first paved roads in
23 Town. Three quarters of the local roads were paved between the 1940s and 1959. The
24 population in Town rose from 2,051 in 1960, to 4,605 in 1970, and 9,478 in 1980. As the
25 population increased, roadways were paved and widened, reducing the width of existing grass
26 boulevards around the Village.

27
28 Emily Thomason explained that Mobycon received over 500 comments from the public
29 regarding this study. Many of the comments discussed the Village Green, including its rich
30 history, natural beauty, and it as a community center. Other comments centered around the
31 connecting green areas around the Green, Boston Post Road, Courthouse Road/Main Street,
32 Davis Lane, Mack Hill Road/Manchester Road, and the Moulton's intersection. She explained
33 that general comments revolved around continuous sidewalks in the area, reducing the amount
34 of through traffic, and that uncontrolled growth may change the character of the Town.

35
36 Narayan Donaldson, Mobycon, explained that Mobycon has a toolbox of items that it
37 considers in creating a safe road network. These include separating traffic from residents and

38 activity areas, providing clear contexts through road designs, different paving materials,
39 shared spaces/separated spaces/gateway treatments, and roundabouts.

40

41 Emily Thomason explained that Mobycon created three potential scenarios for the Village
42 area. One of these included green space networks regarding the Middle Street linkage area,
43 and another included a gateway treatment in front of Town Hall and/or Moulton's Market, as
44 ways to slow traffic and designate these spaces.

45

46 The Board agreed that it would need time to review this study and consider the proposed
47 scenarios.

48

49 In response to a question from Selectman D'Angelo regarding traffic flow in a potential
50 roundabout at the Boston Post Road/Moulton's Market intersection, Emily Thomason
51 explained that roundabouts can handle higher volumes of traffic than generally assumed. A
52 roundabout would be able to handle the current of volume of traffic in this area and would
53 likely be able to handle a higher volume as well.

54

55 Chairman Lyon noted that the Board would not be taking a vote on this item this evening. The
56 Board would like to hear from the public and examine and consider the study items. There is a
57 grant application which could be used for funding for this project that is due in July. There are
58 three Board meetings between now and that time during which this application could be
59 considered.

60

61 Ken Miller stated that traffic coming to/from Mont Vernon seems to be using the Jones
62 Road/Mack Hill Road/Manchester Road route. There are high traffic volumes and speeds
63 along those roads. He is interested in safety in the Village area. He suggested signage citing
64 the RSA regarding rules for walkers along the road.

65

66 Linda Kaiser, Manchester Road, asked if all of these proposed items will need to be decided
67 on prior to submission of the grant application in July. Chairman Lyon explained that
68 roadwork is already proposed along many of the Village streets. Additional grant funding
69 would allow for more work regarding safety enhancements to also be considered. A grant
70 application would be more robust if decisions were made on the proposed items in this study.

71

72 Sam Fortier, CSA, explained that the Town could apply for this grant funding. If awarded the
73 funding, the Town would then pursue surveying, engineering, and drawings of the proposed
74 work. The Town will work to home in on certain items of interest, if awarded grant funding.
75 The sooner decisions are made on proposed items, the stronger the grant application will be.

76

77 Linda Kaiser stated that she believes many in Town will be severely impacted by the
78 proposals from Mobycon. She did not hear anything about changing speed limits in the
79 Village. She expressed disappointment that print outs of the study were not provided to
80 members of the public this evening. She stated that she believes it will be incumbent on the
81 Board to have many additional meetings on this topic and notify all residents of the Historic
82 District if a decision is to be made prior to July.

83

84 Bill Veillette stated that he believes it seems like Mobycon is trying to reinvent the Village.
85 People are attracted to the Village's rural character and the proposed items from Mobycon are
86 akin to vandalism of this character. These proposed solutions will destroy the Village and are
87 not historic solutions. He suggested that the historic photos of the Village be considered in
88 terms of creating narrower roads, and footpaths. He would like to see light touches proposed
89 around the Village.

90
91 Narayan Donaldson stated that he agrees with much of what Bill Veillette stated. He believes
92 Mobycon actually wants these same things in terms of light touches, narrower roads, different
93 materials for the streets, and addressing speeds. These are the types of items being addressed
94 through the proposals. Mobycon is not trying to railroad this process but give the Town
95 options to consider in response to the concerns it heard from the community.

96
97 Tom Christenson stated that this project has been on the table for quite a while. He attended
98 the previous public information sessions on this project and did not hear any of the concerns
99 voiced this evening. He believed people bonded over their concerns for this area during those
100 meetings. He agreed that the public should have received a hard copy of the presentation. He
101 would like for the Town to move forward with the grant application.

102
103 Jennifer Marcella, Church Street, stated that she does not believe 8 weeks is enough time to
104 decide on the items presented for the July grant application deadline. She stated that she does
105 not believe it sounds like residents will have much input on this process. She suggested
106 increased Police enforcement on the Village streets as an easy way to address speeding.

107
108 Will Ludt, 3 School Street, stated that he thought this study would address streets around
109 Town, and not necessarily focused on the Green. He stated that he does not believe this issue
110 should be forced in order to meet the July deadline. He noted that he believes some of the
111 issues can be solved using Police enforcement and no through trucking options.

112
113 Neil Benner, Cross Street, stated that this presentation seemed to include many conceptual
114 ideas, but not a lot of details. He asked if there will be curbing designs, and speed bumps or
115 speed tables included. He stated that it does not seem realistic to approve these conceptual
116 ideas without more detail by July. He stated that a roundabout in front of Moulton's Market
117 would be crazy.

118
119 David Vogt, Border Street, spoke to the third scenario presented by Mobycon. He stated that
120 this scenario looks fantastic. He believes the area in front of Moulton's Market is currently an
121 eyesore and that this would improve that. Regarding a roundabout, he stated that many people
122 are confused by these, but he believes this would not be as much of an issue for local traffic.
123 He stated that he has two small children, and it is scary to cross the Moulton's intersection
124 area with them. He would like the Town to consider some of the safer options and methods
125 presented by Mobycon, including different paving materials to slow traffic. He noted that he
126 likes the idea of a public square, as presented by Mobycon.

127
128 Jim Emmond, 8 Davis Lane, noted that he could envision the proposal to close Middle Street
129 and create more green space in the area. Most of the plan contains items that will likely need
130 to be considered over years. He believes the Town has an opportunity with Mobycon and the

131 grant application to create some light touches around the Village to address safety concerns.
132 He noted that Mobycon is an expert in the engineering for these items and knows how to best
133 make them happen.

134
135 Selectman D'Angelo explained that the Board has 8 weeks to decide if it wants to apply for
136 the grant. The proposed roadwork on the Village streets is not scheduled until FY25. The
137 grant would be applied to using concepts only, with more details to come through the rest of
138 the process.

139
140 Doug Chabinsky, 89 Boston Post Road, stated that all of the ideas presented by Mobycon
141 seem to be focused on the Green, but there are other neighborhoods in Town that also have
142 issues. He likes the ideas presented for calming and slowing traffic, but nothing was presented
143 regarding the volume of commercial traffic that goes through Town. He suggested using the
144 upcoming closure of Mont Vernon Road to see where through traffic will detour to. He would
145 like this study to consider the whole Village and controlling traffic as it enters the Village,
146 instead of once it is in the middle of it.

147
148 Sam Fortier explained that the grant application will contain general, conceptual ideas. If the
149 Town is awarded funding, there will be additional survey and engineering work done. During
150 that time, the Town has the opportunity to further develop ideas and include public input in
151 the designs. This grant opportunity is under the Safe Streets for All program, which Amherst
152 is uniquely qualified for. There are other grant opportunities that could likely be sought in the
153 future.

154
155 In response to a question from Neil Benner, Sam Fortier stated that after the grant application
156 is submitted, there may not be a chance to make the proposed project more robust, but there
157 may be a chance to dial back the project, unless surveying and engineering has already been
158 paid for.

159
160 Linda Kaiser stated that poor planning should never be rushed. She asked the proposed cost of
161 this project. Chairman Lyon explained that there is already \$600,000 of existing budget
162 funding for roadwork in the Village. The Town is looking to add to that through this grant.
163 There is a potential that the \$600,000 could be used as a 20% match for the grant.

164
165 Selectman Pray noted that the grant application deadline was originally September but moved
166 up to July by the government. She noted that the Board has also been busy with an open space
167 land acquisition, and this has affected the timeline for the Village study presentation.

168
169 Chairman Lyon encouraged the public to pay close attention to Board agendas, as that is how
170 future meetings on this topic will be noticed.

171
172 Selectman Grella expressed concern at a potential roundabout in front of Moulton's Market
173 impacting parking and the business. Emily Thomason explained that none of the scenarios
174 presented eliminate parking in the Village but move parking to other areas.

175
176 **5. Board Discussion: Open Space Bond and Land Purchase**
177 **5.1. Purchase Vote**

178 Chairman Lyon explained Town Administrator Shankle, on the Board’s behalf, signed a
179 Purchase and Sale agreement on March 31, 2023, for the three lots that are owned by Kevin
180 Curran. The Board has followed through with public hearing processes as dictated by RSA
181 41:14-A and 36-A:5. As a part of that, the Board has sought input and received
182 recommendations from the Conservation Commission, Planning Board, and Heritage
183 Commission. In each instance those boards and commissions recommended that the Board
184 pursue the purchase.

185
186 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D’Angelo to*
187 *approve the purchase of the land designated as Map 6 Lot 2, and the purchase of options to*
188 *purchase the land designated as Map 6 Lots 7 and 9, all for conservation purposes, on the*
189 *terms set forth in the Purchase and Sale agreement executed on March 31, 2023, by Town*
190 *Administrator Dr. Dean Shankle, on behalf of the Town of Amherst; Further, to ratify that*
191 *Agreement, to confirm the authority of Dr. Shankle to have bound the town of Amherst to that*
192 *agreement, to confirm that the Town has successfully completed the processes described by*
193 *RSA 41:14-A and 36-A:5, with respect to these three lots, and to confirm that the town of*
194 *Amherst is authorized to undertake all its obligations set forth in that Agreement.*
195 *Voting: 5-0-0; motion carried unanimously.*

196
197 **5.2. Financing of Bond**

198
199 The Board discussed the proposed financing for the bond. Chairman Lyon noted that the
200 Conservation Commission (ACC) has generously offered to fund up to \$600,000 toward this
201 purchase. Debbie Bender, Finance Director, has also received quotes from two banks for notes
202 for this purchase.

203
204 Selectman Stoughton reviewed interest rate comparisons on 10- and 20- year bonds from
205 January 1, 2022; July 1, 2022; January 1, 2023; and the current rates. He noted that the New
206 Hampshire Municipal Bond Bank generally has lower rates than the Treasury. He also noted
207 that the rates seem to indicate that inflation is coming down, which may be helpful in
208 refinancing the bond with the Municipal Bond Bank at a future date.

209
210 Selectman Stoughton reviewed four potential financing options, including using the ACC’s
211 contribution to make the first year’s loan payment, and the ACC buying down the amount that
212 needs to be borrowed. The average cost per year to taxpayers over the length of the loan is
213 approximately \$67-101/year in property taxes. These costs are higher if the term is longer and
214 if the Town borrows more money. If the ACC’s funds are used to buy down the amount of
215 borrowing, there is a substantial amount that the Town will still need to come up with.

216
217 Selectman D’Angelo stated that he would like to find a way to maximize the funding and
218 optimize this process for taxpayers. He believes the Board has generally been in consensus to
219 minimize payments from taxpayers and spread the cost over a longer period of time. He stated
220 that he would prefer a 20-year term. He would like for the Town to borrow \$2M this fiscal
221 year, \$2M the next fiscal year, and then wait until the third year to determine how best to use
222 the \$600,000 from the ACC.

223

224 Selectman Pray stated that she is leaning toward a 20-year loan. She believes this would work
225 to spread the cost out over people who move into/out of Town. She asked about the structure
226 and length of future refinancing opportunities. Selectman Stoughton stated that this would
227 need to be reviewed with Town Counsel.
228

229 Selectman Stoughton stated that there is no prepayment penalty on any of the bank quotes. He
230 agreed with not spending the entire \$600,000 up front. He stated that he prefers the 20-year
231 loan option that does not wait until the third year to use ACC money. This option uses
232 \$400,000 in 2025 and \$200,000 in 2026 to make the first payment of the Principal and
233 Interest. The second year and each later installment is paid for by property taxes. This option
234 avoids the need to come up with a substantial amount of money in 2024. He noted that there
235 are other items that will come before the Town in FY25 and 26, such as a COLA for
236 employees, a new police contract, the road reconstruction projects. This option gives more
237 room for those items. It presents no impact on the tax rate in 2024 and only a \$3 impact in
238 2025.
239

240 Selectman D'Angelo stated that the Board has never come to the end of a budget cycle
241 without an extra approximately \$300,000-\$400,000 available that could be used toward this. If
242 this becomes an issue though, the Board could still ask the ACC for additional funding.
243 Selectman Stoughton noted that this would reduce the amount that can be placed into the
244 unassigned fund balance at the end of the fiscal year to help lower the tax rate.
245

246 Selectmen D'Angelo stated that he likes option 1 but would like to preserve the ACC's
247 contribution until the last year. If the amount is needed ahead of time, the ACC would likely
248 be accommodating.
249

250 Selectman Grella agreed with pursuing the 20-year option.
251

252 Chairman Lyon agreed with pursuing the 20-year option. He stated that he is not comfortable
253 with adding \$200,000 into the equation, as per Selectman D'Angelo's suggestion. He would
254 suggest the 20-year term, using \$200,000 in each year from the Conservation Fund.
255

256 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to direct*
257 *the Town Administrator to pursue a 20-year loan to finance each installment of the Curran*
258 *land purchase.*

259 *Voting: 5-0-0; motion carried unanimously.*
260

261 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to*
262 *request the ACC to make the first year Principal and Interest payment in the amount of*
263 *\$200,000 for each installment, with the amount to be used between Principal and Interest as*
264 *the Finance Department determines is best.*

265 *Voting: 4-1-0; motion carried [J. D'Angelo against].*
266

267 Chairman Lyon thanked Jared Hardner and Rob Clemens for their work throughout this
268 process.
269

270 **6. Adjournment**

271
272 A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to
273 adjourn the meeting at 8:30pm.
274 Voting: 5-0-0; motion carried unanimously.

275
276 **NEXT MEETING: May 22, 2023**

277
278 _____
279 *Selectman Bill Stoughton*

Date

DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room

2 Main Street

Monday, May 22, 2023, 6:30PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Pray, and Selectman Grella

3

4 Also present: Town Administrator Dean Shankle

5

6 **1. Call to Order**

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

8

9 **2. Pledge of Allegiance** – led by Tony Ortiz, alternate member of the Zoning Board of
10 Adjustment.

11

12 **3. Citizen's Forum**

13 Will Ludt, 3 School Street, stated that last Wednesday he attended a Nashua Regional
14 Planning Commissioners (NRPC) meeting. NRPC asked that the Town comment on the 5-
15 10-, and 20-year plans. He asked that a representative from NRPC attend a meeting with staff
16 and representatives from Town in order to discuss this option to comment. The Board agreed.

17

18 **4. Administration**

19 **4.4. Gold Award Proclamation, Anya Merriman Girl Scout Troop #11607** – *The*
20 *Board took up this item at this time.*

21

22 Selectman D'Angelo explained that the Gold Award is the highest and most prestigious award
23 in Girl Scouting. Only 5.4% of those girls eligible to earn the Gold Award actually do so. The
24 award recognizes those girls who demonstrate extraordinary leadership through take-action
25 projects. These projects have sustainable impact not only on the girls but on their
26 communities. As well, these projects represent the culmination of over 80 hours of work on a
27 project that is important to the individual girl. Gold awardees have turned a vision into an
28 action plan, and in doing so they have developed self-confidence and leadership skills, while
29 making their community and the world a better place.

30

31 Selectman D'Angelo read the proclamation: Now comes the Town of Amherst, through its
32 Selectmen, who hereby issue this proclamation: Whereas Anya Merriman is a member of
33 Amherst Girl Scout Troop #11607, and whereas Anya Merriman has received the Girl Scout
34 Gold Award, whereas the Town of Amherst wishes to honor Anya Merriman to mark this
35 momentous event, and whereas the Town of Amherst offers this proclamation of
36 congratulations to Anya Merriman; further the Town of Amherst applauds the efforts of Anya
37 Merriman as she achieves this high honor, and further in recognition of the spirit of

38 cooperation and willingness to join together for the common good, the Town of Amherst
39 proclaimed May 22, 2023, Girl Scout Recognition Day in Amherst.

40
41 The Board congratulated and thanked Anya Merriman.

42
43 **4.1 Administrative Updates**

44 Town Administrator Shankle stated that the additional PFAS study scope was completed by
45 Sanborn Head, reviewed by the Town attorney, and sent to the State. He explained that the
46 impact fee update will be presented to the Board at its next meeting. The cost for this update
47 was \$5,220. He also spoke to NRPC regarding truck traffic in the Village. NRPC has stated
48 that additional data will need to be collected in the field. This can be done at no cost to the
49 Town. Chairman Lyon noted that, with Mont Vernon Road closed, this study should
50 potentially be delayed until the road is reopened.

51
52 Town Administrator Shankle noted that the Town received its quarterly franchise fee from
53 Comcast of \$51,910.07. He also noted that the Police Union contract expires June 30, 2024.
54 The Board will need to discuss this over the summer.

55
56 Town Administrator Shankle stated that the NH Municipal Association has a free workshop it
57 is offering to municipal employees and officials.

58
59 Town Administrator Shankle explained that the State is not planning to move forward with
60 test borings for PFAS at the community gardens at this time, as previously discussed. The
61 State had a grant that it was going to use to complete the borings, but the project could not be
62 completed in time to use the grant funding.

63
64 **4.2. Unassigned Fund Balance Policy**

65 Chairman Lyon explained that the policy was last updated in 2016. The Board would like to
66 discuss the level of unassigned fund balance it would like to keep and how to control that. The
67 policy currently states that 10% will be kept, and 50% over the 10% will be returned to
68 taxpayers. The Board has strayed from that over the past years and returned more to the
69 taxpayers than the policy called for.

70
71 Debbie Bender, Finance Director, stated that 10% is appropriate. This could also be changed
72 to a range of between 8%-10%. The fund balance retention percentage is based on the total
73 budget for the Town and schools, or approximately \$5.6M at this time. The policy lists a
74 minimum and it is unclear if this needs to be listed.

75
76 Town Administrator Shankle stated that the policy could likely be lowered to 8%. Now that
77 taxes are collected twice a year, money no longer needs to be borrowed to pay to the schools.

78
79 Selectman D'Angelo stated that the GFOA recommendation is 17% of the total budget. The
80 Town is a separate entity from the schools. It has no legal authority to lend money to the
81 schools. The unassigned fund balance is not useful to help the schools in an emergency. The
82 current unassigned fund balance would cover six months of the Town's bills, which seems
83 excessive. The Town's revenues are fairly dependable. In 2011, the unassigned fund balance
84 was just under 5%. Over the next 10-year period, revenue in Town was lowballed by

85 approximately \$500,000-\$1M a year, allowing the fund balance to grow healthily. Over the
86 last 10-12 years, the Town has not spent more than \$0.97 on the dollar, averaging \$0.94-\$0.95
87 per dollar. With a \$15M budget, that allows for \$750,000 of underspent funds. Adding
88 unanticipated revenue to that, leads to approximately \$1M added to the unassigned fund
89 balance each year. Given that inflation is now running 5%-6% a year, the monies in the
90 unassigned fund balance are losing purchasing power to the tune of 5%-6% a year. It makes
91 sense to try to cut that number down and find a way to give that money back to the taxpayers
92 in the form of paying for special projects. One example to consider is placing \$1M from the
93 fund balance into the Fire Rescue Capital Reserve Fund to pay for a ladder truck when it is
94 needed. This is money that the Town would not have to ask for from taxpayers. The Town has
95 previously used funds for the final stage of modifications to the Police Station. The Board has
96 discussed using the unassigned fund balance to pay for other projects, such as putting a roof
97 over the Transfer Station. He stated that he believes 10% is way too high; 8% is better but he
98 would prefer 6% or 5%.

99

100 Selectman D'Angelo suggested that the Board consider what the target is, and the numbers
101 being used to set this target. He suggested using the MS 535 report. He also suggested the
102 Board consider a policy for giving money back to the taxpayers. The two components for this
103 are unanticipated revenue, which he suggested giving back to the taxpayers to offset taxes,
104 and the unspent budget, which is negotiable.

105

106 Town Administrator Shankle explained that a "low revenue projection" is a better explanation
107 than "unanticipated revenue," which has a specific meaning not applicable here.

108

109 Debbie Bender stated that the fund balance does not cover six months of the Town's
110 obligations at this time. The current fund balance would maybe cover approximately two
111 months' worth of the Town's bills. She stated that she believes the source to determine the
112 fund balance should be the DRA's amount as listed in the annual DRA Tax-Setting Form.
113 Selectman D'Angelo noted that non-cash adjustments are made to that amount. He is okay
114 with using that number but would like everyone to agree to use the same number.

115

116 Debbie Bender stated that she would estimate another \$500,000-\$1M to be added into the
117 fund this year.

118

119 Selectman Pray stated that she would prefer to see a range in the policy. This will allow for
120 flexibility. It is unclear if anyone can give a rationale as to why 50% to give back is listed in
121 the policy. Chairman Lyon explained that the rationale was to get down to 10% of the fund
122 over a period of time but this seems to be an impossible target. This would not be impossible
123 if that number was changed to a range.

124

125 Debbie Bender suggested 6% as an absolute minimum.

126

127 In response to a question from Selectman Stoughton, Debbie Bender stated that the Town's
128 minimum cash position is usually hit around May and November before tax bills go out. The
129 end of June number will reflect tax payments received.

130

131 Selectman Stoughton agreed that the annual DRA Tax-Setting Form should be used as the
132 statement of the unassigned fund balance. He believes the unassigned fund balance is most
133 likely to be needed in emergency situations where tax bills cannot be sent out on time and tax
134 collections are delayed. The Town must also consider that it has to send a multimillion-dollar
135 check to the schools each month. This is an obligation that the Town cannot refuse to pay. He
136 suggested setting a range of 8%-10% which provides approximately one month of Town
137 spending, allowing for tax bills to go out up to one month late. He would not be comfortable
138 going below 8%, in order to keep that cushion. He suggested going below 10% be done
139 gradually. His preference would be to give the extra funding back to the taxpayers, rather than
140 to find ways to spend it.

141

142 Selectman Grella agreed with a range between 8%-10%.

143

144 Chairman Lyon stated that he agreed with the range proposed. He would like the Board to
145 consider the language in the policy that requires the Town to return 50% of the amount over
146 10%. He would like the language to be kept broad and reflect the intent to keep a balance
147 between 8%-10%, while leveling the tax rate in the process. Selectman D'Angelo stated that
148 he would draft this language and share it with the Board for its review.

149

150 **4.3. Village Street Study- Next Steps**

151 Chairman Lyon explained that Selectman Pray, himself, Chris Buchanan, DPW Director Eric
152 Slosek, and Town Administrator Shankle met with Mobycon to discuss the Village Street
153 study. The question was if something should be submitted for a grant application this July, or
154 if this should be delayed for a year. The group agreed with delaying for a year. A group of
155 seven stakeholders could meet during the year to discuss next steps to create a plan that could
156 be submitted for a future grant.

157

158 Selectman Stoughton stated that it is important to get this process right, instead of done
159 quickly. This will allow for public input. The subcommittee sounds like a good way to move
160 forward.

161

162 Selectman Grella noted that already proposed roadwork will not occur for another year
163 anyway, so this appears to be a good idea.

164

165 Selectman D'Angelo stated that he believes the subcommittee should have specific deadlines
166 included so it does not drag on.

167

168 Selectman Pray stated that there will likely be another grant opportunity next year that the
169 Town can pursue.

170

171 In response to a question from Will Ludt, Eric Slosek stated that the grant for this project
172 would be Safe Streets for All.

173

174 **4.4. Gold Award Proclamation, Anya Merriman Girl Scout Troop #11607 – This**
175 *item was previously addressed.*

176

177 **5. Staff Reports**

178 **5.1. 10-23 Roadwork Bid**

179 DPW Director Eric Slosek stated that a recommendation was previously made to award the
180 FY24 roadwork bid to Pike Industries at \$1.5M. Pike was the sole bidder, with a total bid
181 amount of \$1,889,074.50. The recommendation to award an amount lower than the bid was
182 discussed at a previous Board meeting. The Board decided to have Town Administrator
183 Shankle and himself consult with the Town attorney to discuss the recommendation presented.
184 After considering advice from the Town Attorney, Steven Whitley, Director Slosek and Town
185 Administrator Shankle recommend the Town negotiate with Pike Industries to see if they
186 would be agreeable to reducing the scope of their proposal to stay within the stated \$1.5M
187 budget for FY24, and only put the project back out to bid if an agreement cannot be arrived at
188 with Pike. Eric Slosek stated that he recommends the Board authorize him to negotiate the
189 scope of work with Pike to remain within the budget, awarding Pike up to \$1.5M in FY24 for
190 roadwork as described in the 10-23 RFP. He further recommends the Board authorize Town
191 Administrator Shankle to sign any related agreement with Pike Industries, upon completion of
192 the negotiation process.

193
194 Selectman D'Angelo asked what the Town attorney's basis was for his opinion. Selectman
195 Stoughton stated that revealing advice from the Town's attorney waives the attorney/client
196 privilege. This should not be done lightly. Continuing on this route of discussion could waive
197 this privilege. Town Administrator Shankle noted that reasons were given by the Town
198 attorney for his opinion.

199
200 Selectman Stoughton stated that he wants to make sure the price negotiated is a fair and
201 reasonable price for the work proposed. He would like for this to be the conclusion of both the
202 DPW Director and Town Administrator Shankle.

203
204 Selectman D'Angelo suggested that this item come back before the Board if a negotiation
205 cannot be made in a timely fashion.

206
207 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to*
208 *authorize the DPW to negotiate a reduced scope of work for the 10-23 proposal from Pike to*
209 *remain within available funds for FY24, awarding Pike up to \$1.5M in FY24 for roadwork*
210 *described within the 10-23 RFP, provided the DPW Director and Town Administrator agree*
211 *the price is fair and reasonable for the scope of work negotiated; Further, to recommend the*
212 *Board to authorize Town Administrator Shankle to sign any related agreement with Pike*
213 *Industries upon completion of the negotiation process.*

214 *Voting: 3-2-0; motion carried [T. Grella and J. D'Angelo against].*

215
216 **6. Approvals**

217 **6.1. Town Common Request, Fourth of July Committee**

218
219 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to*
220 *approve the annual request from the 4th of July Committee for the use of the Town Common*
221 *on July 4, 2023, from 6:00 AM to 2:00 PM for the activities and events planned for*
222 *celebrating the 4th of July, to include the use of placing porta potties next to Town Hall.*

223 *Voting: 5-0-0; motion carried unanimously.*

225 **6.2. Assessing**

226

227 **Current Use**

228 **Item A.**

229 The Assessor has recommended a Land Use Change Tax as referenced in the attached memo.

230

231 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
232 *approve the Land Use Change Tax for Map 008, Lot 051- 002 in the amount of \$9,580.00.*

233 *Voting: 5-0-0; motion carried unanimously.*

234

235 **Veteran Tax Credit Denial**

236 **Item B.**

237 The attached application has been reviewed by the Assessor and the Assessor recommends
238 denying this credit.

239

240 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny*
241 *the Veteran Tax Credit for tax year 2023 for Map 002, Lot 098-019.*

242 *Voting: 5-0-0; motion carried unanimously.*

243

244 **Elderly Exemption Denial**

245 **Item C.**

246 The assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and
247 recommends removal.

248

249 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
250 *remove the Elderly Exemption for Map 002, Lot 146-019 commencing in Tax Year 2023.*

251 *Voting: 5-0-0; motion carried unanimously.*

252

253 **Solar Exemption Approvals**

254 **Item D.** The Assessor has reviewed the applications for the solar exemption under RSA 72:62
255 and recommends approval.

256

257 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
258 *approve the solar exemption in the attached list of properties:*

259

MBLU	EXEMPTION AMOUNT
260	
261	001-032-005 \$20,000
262	002-127-001 \$15,000
263	002-163-028 \$15,000
264	002-170-032 \$30,000
265	002-178-025 \$17,500
266	003-076-004 \$15,000
267	004-037-000 \$15,000
268	004-052-022 \$15,000
269	004-066-001 \$10,000
270	004-126-001 \$17,500
271	005-064-003 \$20,000

272 007-052-000 \$17,500
273 007-070-000 \$17,500

274
275 *Voting: 5-0-0; motion carried unanimously.*

276
277 **Abatement Recommendation**

278 **Item E.**
279 The Assessor recommends denial of the corresponding abatement request.

280
281 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny*
282 *the abatement for Tax Year 2022 for Map 006, Lot 115-001.*

283 *Voting: 5-0-0; motion carried unanimously.*
284

285 **Item F.** The Assessor recommends denial of a corresponding abatement request.
286

287 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny*
288 *the abatement for Tax Year 2022 for Map 006, Lot 115-008.*
289 *Voting: 5-0-0; motion carried unanimously.*

290
291 **Levy of Tax Warrant July 2023**

292 **Item G.**
293 The attached is a Levy of 2023 Tax Warrant directing the Tax Collector to collect the taxes in
294 the list herewith committed in the sum of twenty-four million, nine hundred fifty-four
295 thousand, six hundred fifty-five dollars and zero cents (\$24,954,655.00). The Department of
296 Revenue requires the Warrant be signed by the governing Board of Selectmen.

297
298 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
299 *approve and sign the July 2023 Tax Warrant in the amount of \$24,954,655.00.*
300 *Voting: 5-0-0; motion carried unanimously.*

301
302 **6.3. Baboosic Lake Community Septic Warrants**

303
304 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
305 *approve and sign the Baboosic Lake Community Septic Warrants due for July 3, 2023 as*
306 *follows:*

307
308 *Phase I \$ 2,061.36*
309 *Phase II \$ 2,398.40*
310 *Phase III \$ 6,657.10*
311 *Phase IV \$ 4,731.35*

312
313 *Voting: 5-0-0; motion carried unanimously.*

314
315 **6.4. AP, Payroll and Minutes**
316 **Payroll**

317 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
318 approve one (1) FY23 Payroll Manifest in the amount of \$240,959.94 dated May 18, 2023,
319 subject to review and audit.
320 Voting: 5-0-0; motion carried unanimously.

321

322 **Accounts Payable**

323 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
324 approve one (1) FY23 Accounts Payable Manifest in the amount of \$32,681.82 dated May 3,
325 2023, subject to review and audit. (NH DMV)
326 Voting: 5-0-0; motion carried unanimously.

327

328 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
329 approve one (1) FY23 in the amount of \$45,393.22 dated May 17, 2023, to review and audit.
330 (NH DMV)
331 Voting: 5-0-0; motion carried unanimously.

332

333 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
334 approve one (1) FY23 Accounts Payable Manifest in the amount of \$5,674.45 dated April 4,
335 2023, subject to review and audit. (Vendor)
336 Voting: 5-0-0; motion carried unanimously.

337

338 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
339 approve one (1) FY23 Accounts Payable Manifest in the amount of \$6,432.49 dated May 5,
340 2023, subject to review and audit. (Vendor)
341 Voting: 5-0-0; motion carried unanimously.

342

343 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
344 approve one (1) FY23 Accounts Payable Manifest in the amount of \$1,342,058.87 dated May
345 9, 2023, subject to review and audit. (Vendor)
346 Voting: 5-0-0; motion carried unanimously.

347

348 **Minutes**

349 A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to
350 approve the Board of Selectmen meeting minutes of May 8, 2023, as amended.
351 Voting: 5-0-0; motion carried unanimously.

352

353 **7. Action Items**

354 The Board reviewed its action items.

355

356 **8. Old/New Business**

357 Selectman Stoughton suggested that the Board schedule action items regarding use of ARPA
358 funds, retirement and other benefits, space needs for personnel in Town, and the Police Union
359 contract. Chairman Lyon added a conversation regarding funding the tower truck. Selectman
360 Pray included a discussion regarding the investment policy.

361

362 Chairman Lyon stated that the Board received a letter of resignation from the Town
363 Moderator, Steve Coughlin. He will continue to work with Peter Moustakis regarding this

364 role. The Supervisors of the Checklist will nominate an interim moderator. The Board
365 recognized with great thanks Mr. Coughlin's long service as moderator.

366
367 Selectman D'Angelo stated that there is an SAU Board meeting on Thursday the 25th at 6pm
368 at the Souhegan High School.

369
370 **9. Non-Public Session**

371 *Chairman Lyon moved to enter into non-public session under the following RSA sections to*
372 *discuss four distinct matters. Selectman Pray seconded. Voting: Lyon aye, D'Angelo aye,*
373 *Pray aye, Grella aye, Stoughton aye. The motion carried 5-0-0.*
374

375 **9.1 NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely**
376 **affect adversely the reputation of any person, other than a member of the**
377 **public body itself, unless such person requests an open meeting. This**
378 **exemption shall extend to any application for assistance or tax abatement or**
379 **waiver of a fee, fine, or other levy, if based on inability to pay or poverty of**
380 **the applicant.**

381 **9.2 NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any**
382 **public employee or the disciplining of such employee, or the investigation of**
383 **any charges against him or her, unless the employee affected (1) has a right to**
384 **a meeting and (2) requests that the meeting be open, in which case the request**
385 **shall be granted.**

386 **9.3 NH RSA 91-A:3 II (d) - Consideration of the acquisition, sale, or lease of real**
387 **or personal property which, if discussed in public, would likely benefit a party**
388 **or parties whose interests are adverse to those of the general community.**

389 **9.4 NH RSA 91-A:3 II (e) Consideration or negotiation of pending claims or**
390 **litigation which has been threatened in writing or filed by or against the**
391 **public body or any subdivision thereof, or by or against any member thereof**
392 **because of his or her membership in such public body, until the claim or**
393 **litigation has been fully adjudicated or otherwise settled. Any application filed**
394 **for tax abatement, pursuant to law, with anybody or board shall not**
395 **constitute a threatened or filed litigation against any public body for the**
396 **purposes of this subparagraph.**

397
398 The Board discussed a potential purchase of land for conservation purposes, a request for
399 waiver of interest on taxes due based on inability to pay, an employee compensation and
400 benefits issue, and a threatened claim against the town. No decisions were made and no votes
401 were taken.

402
403 *Selectman Stoughton moved to return to public session. Selectman Pray seconded. Voting:*
404 *Lyon aye, D'Angelo aye, Pray aye, Grella aye, Stoughton aye. The motion carried 5-0-0,*
405 *whereupon the Board returned to public session.*

406
407 **10. Adjournment**
408

409 A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to
410 adjourn the meeting at 8:30pm.
411 Voting: 5-0-0; motion carried unanimously.

412

413 **NEXT MEETING: June 12, 2023**

414

415

416

Selectman Bill Stoughton

Date

DRAFT



Town of Amherst, NH
BOARD OF SELECTMEN MEETING MINUTES
Barbara Landry Meeting Room
2 Main Street
Friday, May 26, 2023, 5:00PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Pray, and Selectman Grella

3
4 Also present: Town Administrator Dean Shankle

5
6 **1. Call to Order**

7 Chairman Peter Lyon called the meeting to order at 5:00 p.m.

8
9 **2. Soil Boring at Jacob's Park Gardens**

10 Town Administrator Shankle explained the town's attorneys had agreed on language to permit
11 the NH Department of Environmental Services to perform soil boring, which would aid the
12 investigation of elevated PFAS samples in groundwater and compost used at the gardens. Dr.
13 Shankle sought the Board's permission to execute the agreement.

14
15 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to*
16 *authorize the Dr. Shankle to execute the agreement with NH DES allowing soil boring at*
17 *Jacob's Park.*

18 *Voting: 5-0-0; motion carried unanimously.*

19
20 **3. Adjournment**

21
22 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
23 *adjourn the meeting at 5:10 pm.*

24 *Voting: 5-0-0; motion carried unanimously.*

25
26
27
28
29 _____
Selectman Bill Stoughton



**Town of Amherst, NH
BOARD OF SELECTMEN
STAFF REPORT**

Title: List

Department: Administration

Meeting Date: June 12, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. BOS Action Items 2023 for 6-12-23 Meeting

AMHERST BOS ACTION ITEMS

ITEM	CREATION	DUE	PERSONS	NOTES
Additional research and recommendation (if any) re speed bump, speed table in village	5/8/23	6/12/23	Eric	
Draft language for unassigned fund policy update	5/22/23	6/12/23	John	
Draft charter for Village Streets Committee	5/22/23	6/12/23	Peter	
Negotiate revised scope of work for road construction work	5/22/23	6/12/23	Eric	Negotiations expected to be complete by about June 1
Include discussion of CERT in town newsletter	5/8/23	6/15/23	Danielle	
Check with NRPC re where truck traffic diverted from village would go	5/8/23	7/10/23	Dean	NRPC to perform additional traffic studies at no cost to Town. Perform after MV bridge reopens
BOS discuss Investment Policy	5/22/23	11/1/23	BOS	Due date after NHMA training sessions complete
Advise BOS of Ambulance Usage and Cost information, separately for each of the three ambulances	5/8/23	5/1/24	Chief Conley	
Schedule 2 public hearings for speed limit ordinance re Wilkins section of BPR	5/8/23		BOS/Jennifer	
Additional information re houses on TF I to assist BOS in decisions on potential connection to public water	5/8/23		Dean	
BOS discuss use of ARPA Funds	5/22/23		BOS	
BOS discuss funding of Tower Truck	5/22/23		BOS	
BOS discuss Retirement System/Benefits Review (may require staff work)	5/22/23		BOS	
BOS discuss Energy Committee formation	5/22/23		BOS	