



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, JUNE 26, 2023 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Public Hearing**
 - 4.1. Rescinding Sign Ordinance
 - 4.2. Traffic Control Regulations, Boston Post Road
- 5. Scheduled Appointments**
 - 5.1. Senator Shannon Chandley
- 6. Board Discussion**
 - 6.1. Funding of Tower Truck
 - 6.2. Energy Committee
 - 6.3. Village Streets Committee, appointments
 - 6.4. Revised Unassigned Fund Balance Policy
- 7. Administration**
 - 7.1. Administrative Updates
 - 7.2. Supplemental Site Investigation for PFAS project
 - 7.3. Curran Option 1
- 8. Staff Reports**
 - 8.1. Command Vehicle Purchase
 - 8.2. Emergency Warning Package for the Command Vehicle
 - 8.3. Poly Tank for Stewart Stevens Forestry Vehicle
 - 8.4. Mobile Radios / Ambulance

8.5. Acceptance of Amherst Junior Women's Club Grant

9. Approvals

- 9.1. 2023 Dog Warrant
- 9.2. Assessing
- 9.3. AP, Payroll and Minutes

10. Action Items

- 10.1. Action Items

11. Old/New Business

Adjournment

Next Meeting: July 10, 2023

You are invited to a Zoom webinar.

When: Jun 26, 2023 06:30 PM Eastern Time (US and Canada)

Topic: BOS Meeting June 26, 2023

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89824865829>

Or Telephone: 312 626 6799

Webinar ID: 898 2486 5829

TOWN OF AMHERST, NH

Board of Selectmen

NOTICE OF PUBLIC HEARING

The Barbara Landry Meeting Room- 2 Main Street

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 41:11 (a), the Board of Selectmen are rescinding the Ordinance Regulating the Placement of Temporary Signs on Town -Owned Land, as the requirements have been incorporated into the Amherst Zoning Ordinance Section 3.4.

All citizens are invited to attend.

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 BOARD OF SELECTMEN STAFF REPORT

Title: Village Streets Committee,
appointments

Department: Administration

Meeting Date: June 26, 2023

Staff Contact:

BACKGROUND INFORMATION:

Bill Veillette, Bob Rowe, Jeanne Ludt, Rolf Biggers, Dan Bernatas, Kyle Coffey

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. volunteer_application-VEILLETTE
2. Jeanne Ludt Volunteer Application
3. R Rowe volunteer applicaiton
4. Volunteer Application - Rolf Biggers
5. Rolf Biggers Letter of Interest_22Jun2023
6. Kyle Coffey - Statement of Interest - Village Streets Study Committee

WILLIAM P. VEILLETTE
1 Pierce Lane
Amherst, NH 03031-2907
mobile (603) 345-0722
bveillette@aol.com

June 19, 2023

Board of Selectmen
Amherst, N.H.

Re: Volunteer application for Village Streets Study Committee

Dear Board of Selectmen,

Please find attached my application to serve as one of the two at-large representatives on the Village Streets Study Committee.

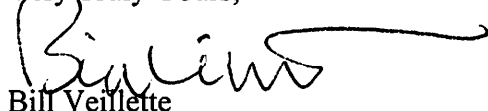
Tracy and I have lived in the village for 25½ years and I have served on several town committees/commissions, in addition to local and state nonprofit boards. I am interested in serving on the Village Streets Study Committee to represent the village residents who are concerned about striking a balance between infrastructure changes and preservation of the historically-important rural character of the village.

While I understand that many of the village residents want no changes at all and wish this project would just go away, I personally believe we do need some improvements—or rather corrections to past mistakes—that would be a win-win in terms of improving safety and restoring the rural simplicity and beauty of the village. An example of this is the project I led while on the Heritage Commission to improve traffic flow/safety in front of Town Hall by eliminating the expanse of blacktop parking in favor of a front lawn and tightening of the streets (without inhibiting fire and DPW trucks) to slow the traffic. (See attached before/after sketches.) We obtained approval of all of the boards/commissions and went out of our way to keep abutters informed and incorporate their input. I also wrote the \$311,250 Transportation Enhancement grant application, presented the project to the NRPC, and leveraged my relationships on the Governor's Executive Council to ensure its endorsement. We got the grant and I worked closely with the Planning Department and CMA Engineers to keep the final design as simple as possible while complying with the grant's minimum engineering requirements.

While I'm happy with how well the project turned out, I'm most proud that it was accomplished without any drama or hard feelings. Everyone won—those who wanted safety and those who wanted to clean up past mistakes that detract from the rural simplicity and beauty of the village. I'd be happy to serve the village again.

Thank you very much,

Very Truly Yours,



Bill Veillette



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Village Streets Study Committee

Applicant Name: Bill Veillette

Residence Address: 1 Pierce Lane, Amherst, NH

Mailing Address: 1 Pierce Lane, Amherst, NH 03031

Best Telephone: 603-345-0722 - mobile
(Cell or home)

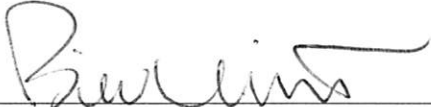
E-mail Address: bveillette@aol.com

Time Available – Estimated number of hours per month: 120

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

Chairman, Amherst Economic Development Committee (1999-2001); Amherst
Historic District Commission (1999-2004); Amherst Heritage Commission (2002-2016);
New Hampshire Land and Community Heritage Investment Authority (2004-2012)

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.

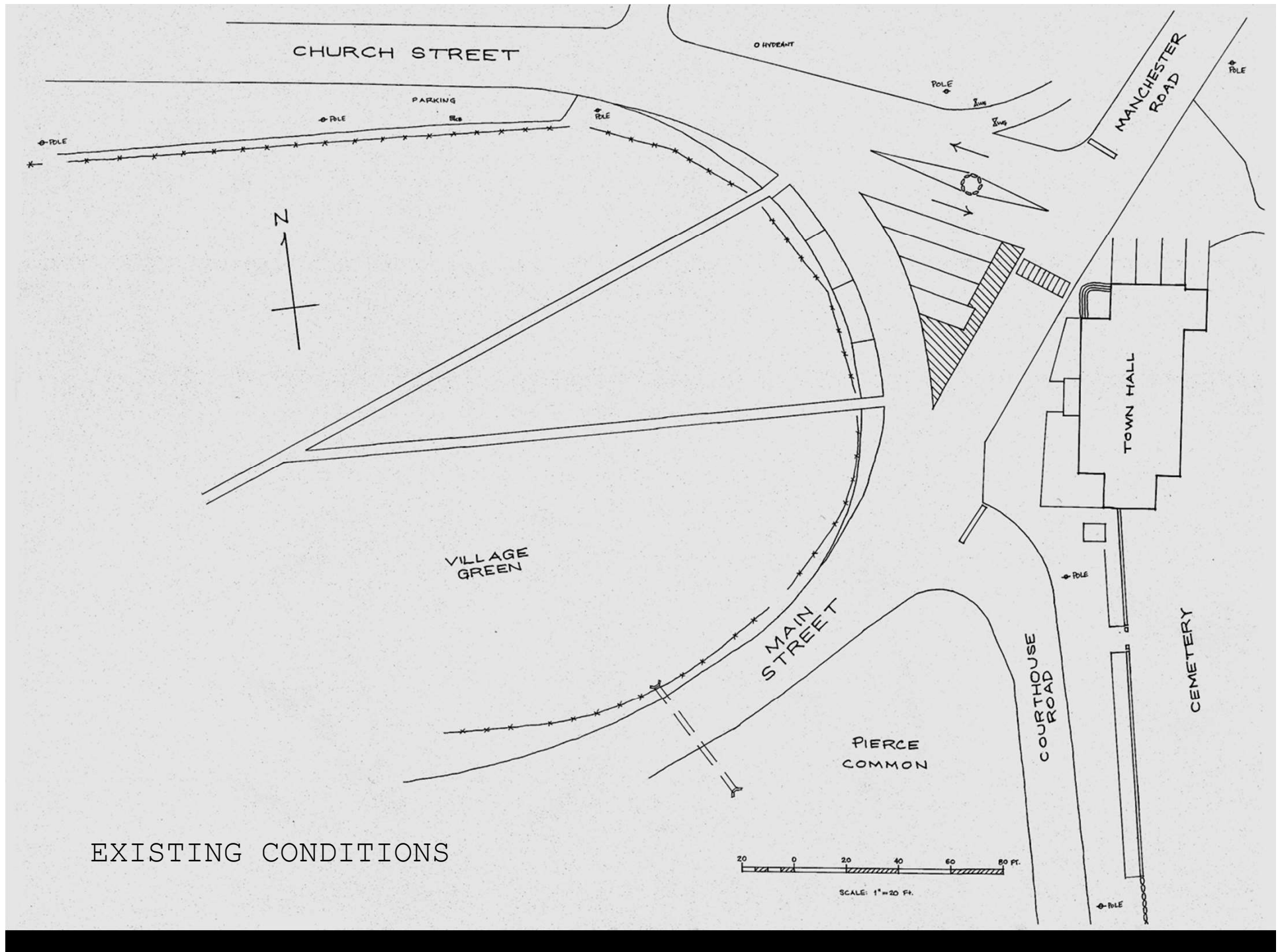

Signature

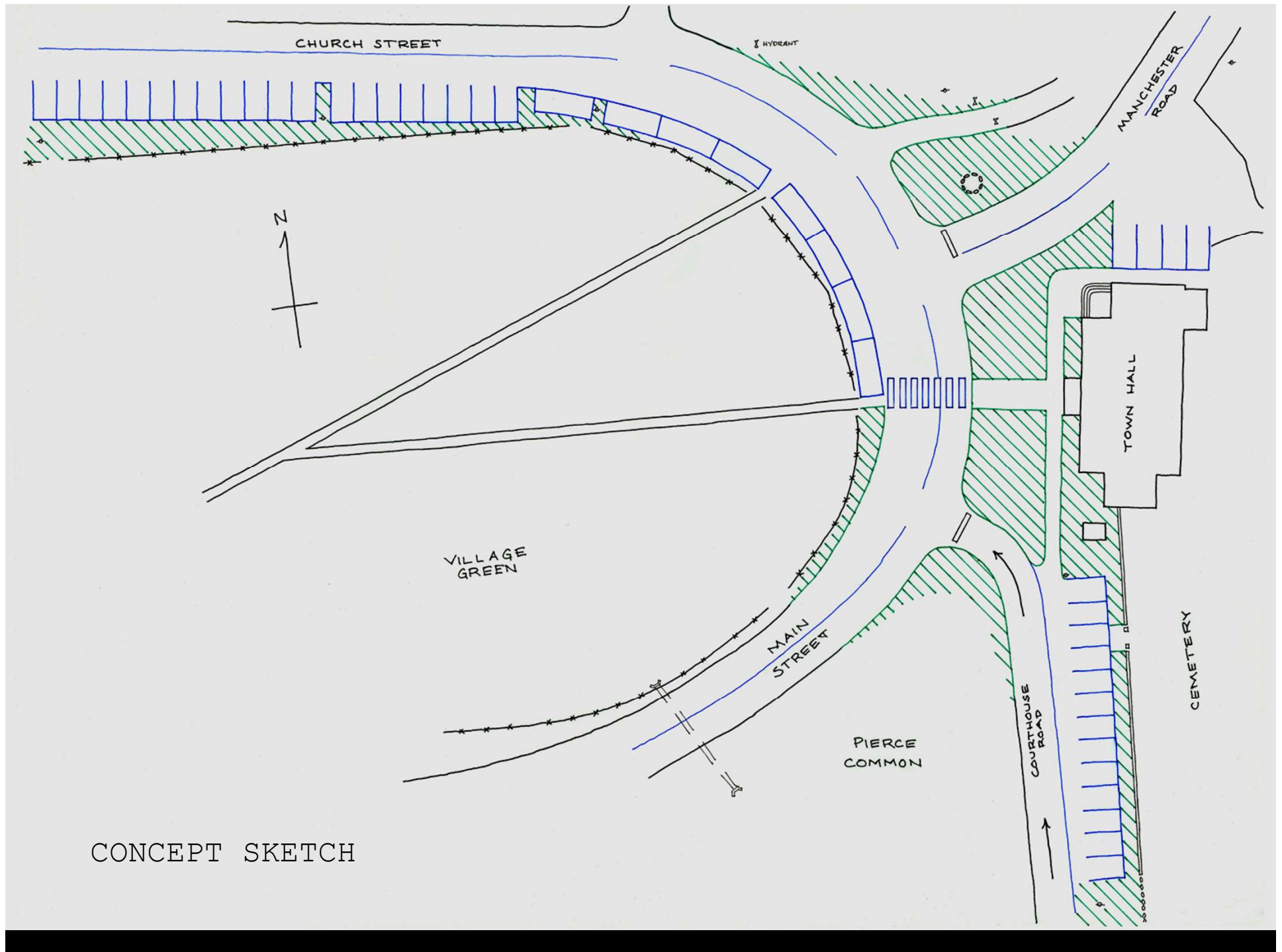
6/19/23
Date

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





CONCEPT SKETCH



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Village Streets Study Committee

Applicant Name: Jeanne Ludt

Residence Address: 3 School St.

Mailing Address: " "

Best Telephone: 603-673-1072
(Cell or home)

E-mail Address: JLudt50@aol.com

Time Available – Estimated number of hours pe month: Will be out of town from end of June to 1st week in Aug.

Other Boards/Committee/Commission you have served on (may include other cities/towns):
Souhegan Finance Committee
Souhegan School Board
Amherst School District Space Needs Committee
Joint Facilities Advisory Committee

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.

Jeanne B. Ludt
Signature

June 18, 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

June 18, 2023

Board of Selectmen
Town of Amherst
2 Main Street
Amherst, NH 03031

Dear Members of the Town Select Board:

I am interested in serving on the newly formed Village Streets Study Committee. Having lived in the center of the village for 40 years this year, I am very familiar with the changes and challenges that have occurred over time in the village. Many of you know of my involvement in various aspects of Amherst life. I think of myself as someone who is both engaged in our community and interested in finding solutions that benefit the long term interests of the residents of Amherst.

I have followed the recent efforts by Mobycon to suggest ways to improve the ways in which people drive, walk, and bike in the village. I have also expressed concern that their proposed design reconfigurations do nothing to address the real problems that those of us in the village face daily with increasing traffic on Boston Post Road. With increasing traffic has come increased speed and truck volume. In addition, with more traffic comes more noise. Walking and biking safety are also intertwined.

As a member of this committee, I believe I could offer direct insight into what village residents are experiencing while at the same time encouraging exploration of ways that these issues could be addressed without a major reconfiguration of the current village streets. I hope you will consider me for one of the at-large positions on this committee or an alternate position should one be added to the charter. I look forward to contributing in any way that I can to improve village life.

Many thanks for your consideration.

Jeanne Ludt
3 School St
Amherst, NH 03031

A handwritten signature in cursive script that reads "Jeanne A. Ludt". The signature is written in dark ink and is positioned to the right of the typed name and address.



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Village Streets Committee

Applicant Name: Robert H. Rowe

Residence Address: 18 Jones Road

Mailing Address: PO Box 1117

Best Telephone: 603-554-5530
(Cell or home)

E-mail Address: rh.rowe@comcast.net

Time Available – Estimated number of hours per month: 30 to 40

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

I have served on the ZBA of two towns, Numerous committees of the Amherst

Congregational Church, 4 books relating to Amherst including one for the Historic Society, Chair of the

Joint House- Senate Historic Committee.

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

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

Robert H. Rowe
18 Jones Road
PO Box 1117
Amherst NH 03031

Jennifer Stover
Town of Amherst

Subject: Membership on the village Streets Committee

I would appreciate being appointed as a member of the Village Streets Committee.

I am grateful that this issue has been brought forward. The Village is more than the last historic examples of the early village in southern New Hampshire. Over the past decades our town leaders have retained and preserved this historic character but always with the priorities of the changing needs of residents. Since 1958 I have witnessed the changes, first as a visitor, then as a resident in 1971. Our first home was on Davis Lane, just prior to the current bypass. Then all commercial traffic was on Amherst Street. The current bypass eliminated this but fifty years has passed since then. Since the end of the pandemic, I have noticed a significant increase in walkers on Mack Hill and other roads to the Village center. Most are young families pushing a carriage with a young child. I know they must be concerned as to their safety along our narrow roads. In addition, we have an increase in bike riders on our narrow roads. As an author of numerous books, a member of the state historic committee, and other activities in the county, town and church, I understand the importance of meeting the changing needs of our residents as well as preserving the Historic Center that is a national historic site.

Amherst Village is a *hub and spoke* town, with hilly and narrow roads radiating out to the north. Christian Hill Road, Boston Post Road, New Boston Road and Mack Hill Road are and will, with current and new residential developments greatly increase the commuter traffic; all funneling through the village center. It is this increase in commuter traffic that presents a safety hazard to the walkers and bicyclers on our streets.

I am certain that the goals of the of the sponsors of the study can be achieved and Amherst will remain a safe and quality residence for all. Further, as a former judge, attorney, legislator, and longtime resident, the effort must be collaborative to meet the needs of all citizens, achieve the necessary funding and avoid extensive litigation.

Please contact me at rh.rowe@comcast.net or by phone at 603-554-5530

Robert H. Rowe



Town of Amherst, NH Volunteer Application

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

Applicant Name: _____

Residence Address: _____

Mailing Address: _____

Best Telephone: _____
(Cell or home)

E-mail Address: _____

Time Available – Estimated number of hours per month: _____

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

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

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



22 June 2023

Ms. Jennifer Stover & BOS
Town of Amherst
2 Main Street
Amherst, New Hampshire 03031

Via Email

Re: **Letter of Intent** - Village Streets Committee

This letter is to express my interest in serving on the above referenced committee.

I have participated in the past on the Amherst Master Planning Committee and previously served on the Amherst Historic District Commission for 18 years, including as past Chairman. My family has resided in Amherst Village on Mack Hill Road for 33 years and I am the principal of an architectural firm that has been located in the Carriage House office building on the Village Green for 25 years. Over that time I have had the opportunity to volunteer conceptual design solutions, drawings, and sketches to foster several village road improvements ranging from the reconfiguration of streets in front of Town Hall to such simple projects as the addition of a landscaped island across from Moulton's to separate the center parking area from Boston Post Road.

I have extensive experience in site planning for large commercial mix-use developments and for housing projects ranging from single family homes to extensive multi-family complexes throughout New England. Some notable local architectural projects designed by me include Labelle Winery, Hidden Pond Workforce Housing, renovation/addition of Amherst Town Hall, conversion of the Mont Vernon Inn to sustainable housing, and design for dozens of single family homes in Amherst Village. Other regional historic district projects of mine that you may recognize are the Lawrence Barn Community Center in Hollis, the Hilton Garden Inn in left field at Fisher Cats Ballpark, the Wilton Police Station, and the Glen House hotel at the Mount Washington Auto Road in the White Mountain National Forest.

My belief is that any road and walkway improvements in Amherst Village should be practical, simple, economically viable, and grounded in history. Your consideration for my participation in this committee would be much appreciated.

Respectfully,

Rolf Biggers, AIA
Architect

From: [Kyle Coffey](#)
To: [Jennifer Stover](#)
Subject: Kyle Coffey - Statement of Interest - Village Streets Study Committee
Date: Thursday, June 22, 2023 3:03:20 PM

[External Sender]:

To Whom It May Concern:

I would like to be considered for the Village Streets Study Committee as one of the two (2) at-large members of the community selected by the Board of Selectmen.

As a resident of Amherst for nearly 12 years, and a villager for 5 years, I feel that I can provide valuable, constructive, and open-minded input into the options provided to the town by MobyCon and the engineering firm. My family has utilized the village and surrounding area since we moved to town. As a father of two boys, I feel I have a unique view of how the village is utilized by families and where there are currently safety concerns. As an exercise science and physical therapy professor, I feel my thoughts on utilizing outdoor space for recreational space would be helpful.

Nevertheless, as a fan of history, my foremost priority is to preserve the qualities of the quaint village center that we all love. However, I do believe there is a proper crossroads between preserving history and modernizing. In my opinion, any potential change to village streets can be done tastefully and effectively to improve the overall aesthetic and function of the public space for the community and anyone visiting our town. More often than not, changes do not need to be drastic to be effective.

Thank you for considering my desire to join this committee as an at-large community member. At the very least, I will still be present at all public opportunities to debate and discuss this important initiative.

Be well,
Kyle Coffey
14 Courthouse Road, Amherst, NH 03031
508-981-1475

Memo

To: Board of Selectman
From: Bill Stoughton
cc: Dean Shankle
Date: June 20, 2023
Re: Formation of Energy Committee

I recommend we form an Energy Committee to assess several energy-related initiatives of interest to the town.

Background

Over the past year, residents have approached Board members asking that the town explore various energy-related initiatives. As discussed below, it appears there is a critical mass of issues that would benefit from study and recommendations.

Potential Energy Initiatives

The initiatives suggested for study thus far include:

Community Power

Legislation several years ago ([New Hampshire RSA 53-E](#)) allowed towns to create “community power” organizations. The principal goal of those organizations is providing lower electric rates by aggregating the town’s electric power customers into a buying group. Customers remain free to select a different provider. Locally, Nashua, Hudson, Milford, and Wilton have established such organizations, working through two separate larger groups: the non-profit Community Power Coalition (approximately 35 towns) and for-profit Standard Power (approximately 15 towns). The two organizations have very different structures and goals, but the following table provides an example of the rates the organizations have negotiated. Colonial Power (for-profit) is a third organization in the market. Colonial has a large presence in Massachusetts but I am unaware of any NH towns that have used them to date.

Town/Group	1st Half 2023	2nd Half 2023
Eversource (default)	20.22 cents/kWh	12.58 (proposed)
Nashua (Coalition)	15.80	Will set in early July
Wilton (Standard Power)	11.10 (Multi-year rate)	11.10

The RSA allows a town's program to be set up either to let residents opt-in or to require them to opt-out. Both the Coalition and Standard Power have a clear preference for opt-out programs, to gain a greater number of customers and, therefore, better rates.

I've discussed community power organizations with representatives of both the Community Power Coalition and Standard Power, as well as with individuals in the town governments of Milford and Nashua who set up community power programs, and can discuss additional details of their various programs at our Board discussion.

To establish a town community power organization, the RSA requires the town to develop an energy aggregation plan. The plan must have two public hearings, and adoption of the final plan must be submitted by the Board to the town as a warrant article. The RSA permits formation of a town energy aggregation committee to develop and hold public hearings on the plan.

I recommend we form an energy committee and have its first and priority task be collection of detailed information and recommendations on community power for presentation to the Board. Should we decide to proceed, the committee would act as the energy aggregation committee envisioned by the RSA and would prepare and hold the public hearings on the plan and return to this Board with its final recommendations and plan. (As a practical matter, the Coalition or Standard Power do much of the work). We should require a schedule that would permit a March warrant article if we proceed.

Electric Reliability

During storm events, Amherst seems to be more affected than several other local towns by power losses. A suggested potential effort by the committee is gathering information from Eversource on the lines in town most affected during storm events and the reasons why, along with recommendations on improving reliability.

Solar installations

The committee could work with DPW and other town departments to identify whether solar power might be practical at some town facilities, and the installation contractors/consultants used in other NH towns.

Others

The committee could propose other energy-related issues for examination.

Draft Charter

A draft charter for the Amherst Energy Committee is attached.

Charter of the Amherst Energy Committee

Article I: Name

The name of this committee shall be the Amherst Energy Committee (“Committee”).

Article II: Purpose

The purpose of the Committee shall be to investigate various energy-related issues of interest to the town and to provide the Board of Selectmen (“Board”) with information and recommendations regarding such issues. If the Board decides to pursue the formation of a community power organization pursuant to NH RSA 53-E, the Committee shall serve as the town energy aggregation committee permitted under RSA 53-E. The Committee serves at the pleasure and under the direction of the Board.

Article III: Membership

The Committee shall consist of a total of up to six members, comprised of up to five voting members and one non-voting member, including:

- One ex-officio (non-voting) member of the Board.
- Up to five at-large members of the community appointed by the Board.

The Committee requires a majority of the then-appointed voting members to be present to conduct official business. The voting members shall appoint a chairperson.

Article IV: Duties and Responsibilities

Section 1: Community Power

The Committee shall conduct a thorough assessment of the formation of a community power organization in Amherst pursuant to RSA 53-E, including the advantages and disadvantages of working with the established groups assisting other NH towns with their community power organizations. The Committee shall report their findings and recommend to the Board whether to proceed to create a community power organization. If the Board decides to proceed, the Committee shall, consistent with RSA 53-E and further direction from the Board, act as the energy aggregation committee, develop and hold required hearings on an energy aggregation plan, obtain Board approval of the plan, and propose an appropriate warrant article seeking voter approval of the plan for the Board’s consideration. This effort shall be the Committee’s priority and shall be performed on a schedule to permit voter consideration in March 2024.

Section 2: Other Energy Issues

The Committee shall propose to the Board to study other energy-related issues of interest to the town. With Board approval and consistent with any direction provided by the Board, the Committee shall study, consider alternative solutions, report on, and provide recommendations concerning such issues to the Board.

Article V: Procedure

The Committee shall conduct its meetings in accordance with RSA 91-A.

Article VI: Dissolution

The Committee serves at the will of the Board and may be dissolved by the Board 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.

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 operating expenditures of the community (which includes the Town, County, and School District).

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 the total annual operating expenditures (the “Ratio”). The Board will review the status of the unassigned fund balance each year in order to determine if circumstances warrant making an exception to this policy.

The anticipated Ratio will be reviewed by the Board prior to establishing the tax rate for the December biannual tax bill. The Board 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.

[Option 1] The Ratio after reducing the tax rate, as stated in the New Hampshire Department of Revenue Administration *final* “Tax Rate Breakdown Form,” is the value the Board seeks to have within the target range.ⁱ In measuring the Ratio against the target range, the Board shall consider the effect of any fund expenditure requests to be proposed to voters and whether including DRA adjustments to the fund balance on the Tax Rate Breakdown Form are appropriate given the intent of this policy.

[Option 2] For purposes of measuring the actual Ratio against the target range the Board shall use the prior fiscal year-end unassigned fund balance (before reducing the tax rate) as stated on DRA form MS-434-R. In measuring the actual Ratio against the target range, the Board shall consider whether including any DRA adjustments to the fund balance are appropriate given the intent of this policy.

ⁱ The fund balance as of the prior fiscal year-end is available on DRA Form 434-R, and the Ratio before reducing the tax rate is available on the DRA *preliminary* “Tax Rate Breakdown Form.”



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Administrative Updates

Meeting Date: June 26, 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: Supplemental Site Investigation for PFAS project **Department:** Administration

Meeting Date: June 26, 2023 **Staff Contact:** Dean Shankle

BACKGROUND INFORMATION:

The scope of services detailed herein is proposed to supplement the findings of the Focused Site Investigation (FSI) completed at the Site in October 2022, and summarized in Sanborn Head's Focused Site Investigation report dated February 16, 2023. Based on the findings of the FSI report, the New Hampshire Department of Environmental Services (NHDES) issued a letter on April 25, 2023 which requires that the Town conduct an SSI to further assess the horizontal and vertical extent of per- and polyfluoroalkyl substances (PFAS) impacts. On behalf of the Town, Sanborn Head prepared an SSI Work Plan (Work Plan) in response to NHDES's letter, which was submitted to NHDES on May 22, 2023. NHDES provided comments on the Work Plan in a May 30, 2023 email to Sanborn Head. The attached, revised Work Plan dated June 13, 2023 has been updated to reflect NHDES's comments.

BUDGET IMPACT:

(Include general ledger account numbers)

Budget estimate \$59,000. I have asked the state whether this was eligible for reimbursement from PFAS funds. Otherwise, I would recommend it come from ARPA funds. I hope to know by the meeting Monday.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that we approve the contract with Sanborn Head as outlined in the attached proposal and authorize the Administrative Assistant to sign the proposal.

TOWN ADMINISTRATOR RECOMMENDATION:

Yes.

ATTACHMENTS:

1. 202306 Amherst SSI Proposal



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

June 14, 2023
File No. 5439.02

Re: Proposal for PFAS Supplemental Site Investigation
Amherst Fire Station
177 Amherst Street, Amherst, NH
NHDES Site #202203049

Dear Mr. Shankle:

Sanborn, Head & Associates, Inc. (Sanborn Head) has prepared this proposal to complete a Supplemental Site Investigation (SSI) at the Town of Amherst (the Town) Fire Station located at 177 Amherst Street (the site).

BACKGROUND

The scope of services detailed herein is proposed to supplement the findings of the Focused Site Investigation (FSI) completed at the Site in October 2022, and summarized in Sanborn Head's Focused Site Investigation report dated February 16, 2023. Based on the findings of the FSI report, the New Hampshire Department of Environmental Services (NHDES) issued a letter on April 25, 2023 which requires that the Town conduct an SSI to further assess the horizontal and vertical extent of per- and polyfluoroalkyl substances (PFAS) impacts. On behalf of the Town, Sanborn Head prepared an SSI Work Plan (Work Plan) in response to NHDES's letter, which was submitted to NHDES on May 22, 2023. NHDES provided comments on the Work Plan in a May 30, 2023 email to Sanborn Head. The attached, revised Work Plan dated June 13, 2023 has been updated to reflect NHDES's comments.

SCOPE OF SERVICES

The scope of services covered by this proposal is included in the attached June 13, 2023 revised SSI work plan.

BUDGET ESTIMATE AND BASIS OF BILLINGS

Our budget estimate to complete the proposed scope of work is \$59,000, as shown in the following table.



Phase of Work	Sanborn Head Labor	Subcontractors	Expenses	Total
Subsurface Exploration Program	\$9,100	\$18,900	\$900	\$28,500
Residential Supply Well Sampling	\$4,200	\$3,900	\$200	\$8,300
Reporting	\$21,800	---	---	\$21,800
Total	\$35,100	\$22,800	\$1,100	\$59,000

This budget estimate is based on our current understanding of the project requirements and judgement of the level of effort necessary to complete the scope of services described herein. Sanborn Head will invoice our services on a time and expenses basis in accordance with our current fee schedule with the Town (provided as Attachment 2). We will not invoice in excess of the budget amount listed above without approval from the Town.

SCHEDULE

We are prepared to begin work upon signed authorization of this proposal. We anticipate completing the tasks outlined above in general accordance with the schedule provided to NHDES in the SSI Work Plan (Attachment 1). The Subsurface Exploration Location Program (Task 010) is scheduled with the drilling company for Tuesday, August 1, 2023, with the pre-marking and DigSafe scheduled for July 25, 2023.

TERMS OF ENGAGEMENT

Sanborn Head's services on this project will be provided in accordance with the attached Terms and Conditions (provided as Attachment 3).

ACCEPTANCE

Please signify your acceptance of this proposal by signing in the appropriate spaces below and returning a copy to Sanborn Head. This Contract for Services and the above-referenced Terms and Conditions shall constitute the entire agreement between the Town and Sanborn Head. This executed Contract for Services must be received by Sanborn Head prior to our initiation of the work described above.


Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call us.

Very truly yours,

SANBORN, HEAD & ASSOCIATES, INC.



Heidi L. Caprood, P.E.
Senior Project Manager



Jennifer H. Sanborn, P.E.
Vice President

GAP/HLC/JHS: gap

Encl. Attachment 1 – SSI Work Plan
Attachment 2 – Fee Schedule
Attachment 3 – Terms and Conditions

This proposal for services and the attached Terms and Conditions are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he or she has full authority to act for, in the name, and on behalf of the Town of Amherst.

By: _____ Title: _____
for The Town of Amherst

Typed/Printed Name Date: _____

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Attachment 1

SSI Work Plan



Amy Gibney
New Hampshire Department of Environmental Services
29 Hazen Drive, P.O. Box 95
Concord, New Hampshire 03302-0095

June 14, 2023
File No. 5439.02

Re: Revised Work Plan for PFAS Supplemental Site Investigation
Amherst Fire Station
177 Amherst Street, Amherst, NH
NHDES Site #202203049

Dear Ms. Gibney:

Sanborn, Head & Associates, Inc. (Sanborn Head) has prepared this revised work plan to complete a Supplemental Site Investigation (SSI) at the Town of Amherst (the Town) Fire Station located at 177 Amherst Street in the Town of Amherst, New Hampshire (the site).

The scope of services detailed herein is proposed to supplement the findings of the Focused Site Investigation (FSI) completed at the Site in October 2022, and summarized in Sanborn Head's Focused Site Investigation report dated February 16, 2023¹. Based on the findings of the FSI report, the New Hampshire Department of Environmental Services (NHDES) issued a letter on April 25, 2023² which requires that the Town conduct an SSI to further assess the horizontal and vertical extent of per- and polyfluoroalkyl substances (PFAS) impacts. This SSI Work Plan has been developed in accordance with NHDES's letter, and in accordance with our Proposal for PFAS Supplemental Site Investigation Work Plan which was submitted to the Town on March 28, 2023.

BACKGROUND

Results of the FSI field activities performed by Sanborn Head in October 2022 indicated elevated concentrations of PFAS (primarily perfluorooctanesulfonic acid [PFOS]) in on-site shallow soil, which are anticipated to be a result of one or more historical releases of Class B aqueous film forming foam (AFFF) in the former fire training and equipment cleaning area, located northeast of the fire station building. The lack of overburden groundwater observed during the field program and the detection of PFAS compounds in deep soil just above the bedrock surface indicates that soil contamination at the site may leach to bedrock through stormwater infiltration and/or leaching from precipitation recharge.

¹ "Focused Site Investigation, Amherst Fire Station, 177 Amherst Street, Amherst, NH", prepared by Sanborn, Head & Associates, Inc., dated February 16, 2023.

² "Amherst – Amherst Fire Station Site, 177 Amherst Street, DES Site #202203049, HAZWASTE Project #41623, *Focused Site Investigation Report*, prepared by Sanborn, Head & Associates, Inc. (SHA), dated February 16, 2023" prepared by NHDES dated April 25, 2023.



Based on the results of the FSI, NHDES issued an April 25, 2023 letter to the Town requesting that an SSI be conducted to meet the objectives listed in the following section. In the letter, NHDES agreed with Sanborn Head's conclusions that the distribution of PFAS compounds observed in groundwater to the north and east of the fire station indicate that an alternative source(s) is contributing to PFAS contamination in these areas, and indicated that these areas will not require further investigations or remedial measures unless new information indicating the need for such work becomes known to NHDES. Therefore, Sanborn Head is not proposing additional sampling to the north and east of the fire station as part of this scope of services.

OBJECTIVES AND SCOPE OF SERVICES

The objectives of the SSI scope of services are to:

- Further evaluate the extent of groundwater impacts by sampling additional private water supply wells along Thornton Ferry Rd I if located outside the water line expansion area;
- Collect additional on-site shallow and deep soil samples from the former fire training and equipment cleaning area to assess:
 - horizontal and vertical extent of PFAS impacts, including the extent of soil that exceeds the direct contact risk-based (DCRB) screening level concentrations for PFOS; and
 - whether source removal would benefit groundwater quality.
- Advance additional soil borings completed as monitoring wells to assess whether overburden groundwater is present at the site seasonally and/or under various conditions;
- Conduct a preliminary screening of remedial alternatives consistent with Env-Or 606.08, including, at a minimum, the following alternatives:
 - Capping the former fire training and equipment cleaning area; and
 - Excavating soil that exceeds the DCRB screening level for PFOS from the former fire training and equipment cleaning area.
- Prepare a Groundwater Management Permit (GMP) application for the site, including establishing a proposed Groundwater Management Zone (GMZ) in accordance with Env-Or 607.05.

Task 010 – Subsurface Exploration Location Program

Utility Clearance

Sanborn Head will coordinate utility clearance (i.e., DigSafe) prior to initiation of subsurface investigations and will obtain a DigSafe file number for this project. The explorations will be pre-marked as part of this task. Sanborn Head will also contact town offices to obtain information on subsurface utility locations.

Given that the area is heavily developed, Sanborn Head will also retain a subcontractor to locate subsurface utilities at the boring locations using ground penetrating radar (GPR) and a radio frequency detector. We have assumed that the utility survey will be completed on the first day of the drilling program described below and that a separate mobilization will not be needed.

Soil Borings and Groundwater Monitoring Well Installations

Sanborn Head will retain a NH-licensed Water Well Contractor with Hazardous Waste Site Operations training (as required under OSHA 1910.120) to complete test borings with a Geoprobe® drill rig using a Macro-Core® (MC) Sampler (or equivalent) with polyvinyl chloride (PVC) liners and core catchers for the 5-foot-deep borings, and hollow stem augers for the deeper boring based on the gravelly subsurface conditions encountered at greater than 11 feet below ground surface (ft bgs) at boring SH-3 during the FSI. Proposed exploration locations are shown on Figure 1. Table 1 provides a summary of the rationale and sampling depths for the proposed soil borings and monitoring well.

One of the proposed borings (SH-101) will be completed as a monitoring well and advanced to a depth of approximately 7 feet into the water table (or to refusal, if refusal occurs less than 7 feet into the water table). Based on the observations from the FSI, refusal is expected to be encountered around approximately 19 ft bgs. Based on conditions observed during the FSI, groundwater may not be encountered above refusal. However, the monitoring well will be installed even if groundwater is not encountered to assess for potential seasonal changes in groundwater.

Seven shallow soil borings (B-104 through B-110) will be advanced to approximately 5 ft bgs to assess the horizontal and vertical extent of PFAS impacts observed in soil in the former fire training area as part of the FSI. Three of the borings (B-104, B-105, and B-107) will be advanced approximately 20 ft to the south, west, and north, respectively, of FSI soil boring SH-3, where PFOS exceeded the DCRB screening level at a depth of 1 to 2 ft bgs. No offset is proposed to the east of SH-3 given the proximity to FSI soil borings B-101 and B-102, which indicated significantly lower PFAS concentrations to the northeast and southeast of SH-3. Three soil borings (B-108, B-109 and B-110) will be advanced approximately 20 ft to the east, north, and west, respectively of FSI soil boring B-103 where the second highest PFAS concentrations were detected in soil. Lastly, soil boring B-106 will be advanced in the general center of the grassed portion of the former fire training and equipment cleaning area for general coverage.

Monitoring well SH-101 will be constructed of new, 2-inch nominal ID polyvinyl chloride (PVC) riser pipe and well screen. The well materials shall be threaded, flush-joint, Schedule 40 PVC, and shall conform to ASTM D1785 requirements. An approximately 10-foot-long well screen will be used. The screen shall be placed to span the water table, with the top of screen no less than 4 ft bgs if shallower groundwater is encountered. An end cap will be placed at the bottom of the well screen, and a silica sand pack will be placed between the screen and borehole annulus, from the base of the screened interval extending a minimum of 1 foot above the top of the well screen. An approximately 1- to 2-foot-thick bentonite seal will be placed above the sand pack. The remainder of the well will be backfilled above the bentonite with silica sand to approximately 1 to 2 ft bgs. Monitoring well construction may be modified in the field based on subsurface conditions (e.g., if a confining layer is observed). The well will be completed with a flush-mounted roadbox secured in a concrete surface seal. If groundwater is not encountered above refusal, the monitoring well will be installed with a ten-foot screen at the bottom of the boring.

Non-dedicated Geoprobe equipment (e.g., MC sleeve and stainless-steel tip) and split spoons (if used) will be decontaminated between sample intervals using an alconox and potable water wash followed by a potable water rinse.

Sanborn Head will observe and log drilling activities, including visually classifying soil types, collecting soil samples, and documenting monitoring well construction at each boring. Soil cores will be collected continuously during drilling and will be field-screened for the possible presence of VOCs using a photoionization detector (PID). Sanborn Head will document subsurface conditions encountered for each boring location, including a textural description of the subsurface materials encountered (based upon visual observation), PID screening results, measured groundwater levels, and other observations (e.g., odors). The locations of soil borings and the monitoring well will be recorded in the field using a GPS with a horizontal accuracy of a few centimeters.

We have assumed that the drilling program will be completed in one day.

Soil Boring Sampling and Analysis

We anticipate four soil samples will be collected for PFAS analysis from monitoring well SH-101, and three soil samples will be collected for PFAS analysis from shallow borings B-104 through B-110. Target intervals and additional sampling rationale are provided in Table 1. We have assumed 25 primary soil samples will be collected and analyzed.

The soil samples will be analyzed for PFAS using modified USEPA Method 537 with isotope dilution by Vista Analytical Laboratory (Vista) of El Dorado Hills, California (subcontracted through Eastern Analytical, Inc., [EAI] of Concord, NH). The analyte list will consist of the 24 PFAS compounds for soil included in Attachment 1, along with corresponding laboratory reporting limits.

Quality assurance/quality control (QA/QC) samples will be collected in general accordance with NHDES SOP No. HWRB-23, "Sampling for Per- and Poly-Fluorinated Alkyl Substances in Soil", dated November 2022. We have assumed the QA/QC for soil will include a trip blank, a field blank, a blind field duplicate, and an equipment rinse/seal blank from non-dedicated equipment (e.g., stainless steel bowls or scoops) after it has been decontaminated.

Monitoring Well Development

Sanborn Head will develop the new monitoring well following installation and prior to groundwater sampling. Before development, the water level and well depth will be measured, and initial screening values for field parameters (e.g., pH, temperature, specific conductance, dissolved oxygen [DO], oxidation-reduction potential [ORP], and turbidity) will be recorded.

A peristaltic pump using dedicated tubing will be used to remove approximately three well-volumes of water from the well. Development water will be discharged to the ground surface in vegetated areas in the vicinity of the well. If the well is observed to go dry during development, three attempts will be made to purge the well before development activities are curtailed. Following development, groundwater will again be screened for field parameters, as described



above. We have assumed that the monitoring well will be developed on the same day as the drilling program.

Groundwater Sampling and Analysis

Following a minimum two-week equilibration period (as required by Env-Or 606.05 [d][2]), Sanborn Head will collect groundwater samples from the newly-installed monitoring well if groundwater is observed.

Prior to sampling, water levels will be measured using an electric water-level meter with measurement gradations of 0.01 foot. Similar to well development, the groundwater sample will be collected using a peristaltic pump with dedicated tubing. Three to five times the volume of standing water will be purged prior to sampling to allow for collection of a representative groundwater sample. Purge water will be discharged to the ground surface in vegetated areas in the vicinity of the well. If the well has a slow-recovery, it will be purged until dry, and then allowed to recover prior to sampling. The groundwater sample will be screened in the field prior to sample collection for general water quality parameters including specific conductance, pH, temperature, DO, ORP, and turbidity. The sample will be collected directly into laboratory-provided containers and transported to the analytical laboratory in coolers containing ice following standard chain-of-custody procedures. The groundwater sample will be analyzed for PFAS using a modified USEPA Method 537 with isotope dilution for the 24 analytes listed for groundwater in Attachment 1. The samples will be submitted to EAI of Concord, NH, who will subcontract the analysis to Vista. The laboratory reporting limits by analyte are provided in Attachment 1.

QA/QC samples will be collected in general accordance with NHDES SOP No. HWRB-21, "Sampling for Per- and Poly-Fluorinated Alkyl Substances in Groundwater", dated November 2022. We have assumed the QA/QC for groundwater will include a trip blank, blind duplicate, and field blank. We have assumed that a third-party data validation/usability assessment will not be completed.

We have assumed that the groundwater sampling program will take a half-day to complete.

Task 020 – Residential Well Sampling

Sanborn Head proposes to collect groundwater samples from residential supply wells to the south of Thatcher Drive to evaluate the extent of PFAS impacts to drinking water presumably downgradient of the Fire Station. Each of the properties included in this scope of services is assumed to have a private supply well and not connected to municipal water; we do not propose to collect samples at properties which have already been connected to municipal water or which have previously been sampled for PFAS by NHDES. The objective is to step out to the south of Thatcher Drive, where PFAS exceedances were observed during previous sampling conducted by NHDES. This includes five properties along Thornton Ferry Rd I, two properties along Sargent Quarry Drive, and one property along Courthouse Road. Locations of the properties proposed for supply well sampling are shown on Figure 2.

As part of this scope, Sanborn Head will confirm that the addresses listed have a water supply well that is used for drinking water. This will be done by coordinating with the Town to reach out to the property owners. The proposed addresses and respective owners include:

- 1 Thornton Ferry Rd I; Joseph Zampella and Kathleen B Zampella
- 3 Thornton Ferry Rd I; Elizabeth Truchon
- 6 Thornton Ferry Rd I; Charles F Dreyer
- 7 Thornton Ferry Rd I; Town of Amherst
- 11 Thornton Ferry Rd I; Seth C Potter
- 14 Thornton Ferry Rd I; Judith Jones
- 28 Thornton Ferry Rd I; Monadnock Guidebook Appl Inc, Explorer Family Trust
- 1 Sargent Quarry; William Bright and Cherilyn A. Bright
- 2 Sargent Quarry; Marc Prescott and Stacey Prescott
- 24 Courthouse Road; David Savino and April Savino

Sanborn Head will collect samples following purging for an approximately 15-minute duration from an indoor faucet or outdoor spigot, as feasible. The samples will be collected directly into laboratory-provided containers and submitted under standard chain-of-custody procedures. The samples will be analyzed for PFAS using a modified USEPA Method 537 with isotope dilution for the 24 analytes listed in Attachment 1. The samples will be submitted to EAI, who will subcontract the analysis to Vista. General water quality indicator parameters (pH, temperature, specific conductance, DO, ORP) will be measured in the field.

This task also includes Sanborn Head's time to work with the Town to prepare a table documenting the residential properties that have been connected to the municipal water line as part of the extension along Thatcher Drive and Cobbler Lane as requested by NHDES in their April 25, 2023 letter. The table will also include the current status of the drinking water supply well for each property, if known.

We have assumed the QA/QC for drinking water will include a trip blank, blind duplicate, and field blank. We have assumed that a third-party data validation/usability assessment will not be completed.

We have assumed that the residential supply well sampling will be completed in one day. The budget will be adjusted accordingly if additional mobilizations are required to accommodate the schedules of the building occupants. It is assumed that access agreements to the properties and sampling schedule will be coordinated by the Town.

Task 030 – SSI Report Preparation

Sanborn Head will prepare an SSI report in general accordance with Env-Or 606.03 and will include the following:

- A summary of work completed as part of the SSI, including soil boring and monitoring well logs and other pertinent field information as an appendix;

- A summary of the site geologic and hydrogeologic conditions, including a summary of depth to water measurements and a groundwater elevation contour plan;
- A tabular summary and discussion of the analytical data with comparison to applicable regulatory standards;
- A data quality assessment of the analytical data;
- A discussion of contaminant presence and potential significance, including summary figures to show the spatial distribution of PFAS;
- A summary of key findings and integration into the current CSM, including potential contaminant source areas, occurrence and distribution in site media, and transport to potential receptors;
- Recommendations for additional investigations, if needed, to further characterize contaminant distribution and associated environmental impact as well as potential next steps; and
- A preliminary screening of remedial alternatives consistent with Env-Or 606.08, including, at a minimum, the following alternatives:
 - Capping the former fire training and equipment cleaning area and implementing an Activity and Use Restriction (AUR) to control future excavation in the area;
 - Excavating soil that exceeds the DCRB screening level for PFOS from the former fire training and equipment cleaning area; and
 - No remedial activities, and implement an AUR to control future excavation in the area. Surficial soil sampling (i.e., at the ground surface) may be needed to support this alternative.

As part of the SSI report, Sanborn Head will also propose a Groundwater Management Zone (GMZ) in accordance with Env-Or 607.05 to support future monitoring at the site using the data from the residential supply well sampling, and the proposed on-site monitoring well (SH-101) if groundwater is encountered. As part of the development of the GMZ, Sanborn Head will prepare an application for a Groundwater Management Permit (GMP), on behalf of the Town and in accordance with Env-Or 606.08.

The report will be provided to the Town as a draft, and following review and comment, a final electronic copy will be provided to NHDES. As required by NHDES, a New Hampshire-licensed professional engineer (P.E.) or professional geologist (P.G.) will stamp the report submitted to NHDES.

KEY ASSUMPTIONS

- The Town will implement access agreements and coordinate sampling schedule for the residential properties at which sampling is planned.

SCHEDULE

We anticipate completing the tasks outlined above in general accordance with the schedule below, assuming NHDES reviews and approves the Work Plan by the end of June 2023:

- May 2023 – submit SSI Work Plan to NHDES for review and approval;
- June 2023 – receive comments from NHDES; resubmit SSI WP;

- August 2023 – complete SSI fieldwork;
- Late September to early October 2023 – receive PFAS data (assumes 6-week laboratory turnaround time);
- December 2023 – submit SSI report to NHDES.

Should you have any questions, please do not hesitate to call us.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.



Heidi L. Caprood, P.E.
Senior Project Manager



Jennifer H. Sanborn, P.E.
Vice President



Russell A. Abell, P.G.
Senior Vice President

GAP/HLC/JHS/RAA: gap

Encl. Figure 1 – Proposed Exploration Location Plan
Figure 2 – Proposed Residential Well Sampling Plan
Table 1 – Sampling Rationale Table
Attachment 1 – PFAS Analyte Lists

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Table

Table 1
Sampling Rationale
SSI Work Plan
Amherst Fire Station
Amherst, NH

Sample Location	Approximate Sampling Interval (ft bgs)	Rationale	Analytes
Matrix: Soil			
SH-101	0-1 ft bgs, 2-3 ft bgs, 4-5 ft bgs, 9-10 ft bgs Note: 1-2 ft bgs and 17.5-18.5 collected at FSI boring SH-3	Advanced adjacent to SH-3, where the highest concentrations of PFOS were detected in soil during the Focused Site Investigation (FSI). Assess vertical extent of soil that exceeds the DCRB screening level for PFOS.	PFAS
B-104, B-105, B-107	0-1 ft bgs, 1-2 ft bgs, 4-5 ft bgs	Assess horizontal and vertical extent of PFAS impacts in the former fire training and equipment cleaning area at 20-foot offsets from FSI location SH-3, including the extent of soil that exceeds the DCRB screening level for PFOS.	PFAS
B-108, B-109, B-110	0-1 ft bgs, 1-2 ft bgs, 4-5 ft bgs	Assess horizontal and vertical extent of PFAS impacts in the former fire training and equipment cleaning area at 20-foot offsets from FSI location B-103.	PFAS
B-106	0-1 ft bgs, 1-2 ft bgs, 4-5 ft bgs	Assess horizontal and vertical extent of PFAS impacts in the general center of the grassed portion of the former fire training and equipment cleaning area.	PFAS
Matrix: Groundwater			
SH-101	9-19 ft bgs (estimated)	Evaluate magnitude/extent of PFAS in overburden groundwater within the former fire training area.	PFAS
Matrix: Drinking Water			
Water supply wells (10)	Unknown; varies	Evaluate magnitude/extent of PFAS in bedrock water supply wells south of the fire station.	PFAS
Matrix: Soil QA/QC			
Field Duplicate (Dup-1)	NA	Blind field duplicate to be taken from soil boring where higher concentrations are anticipated.	PFAS
Trip Blank (TB-1)	NA	Trip blank to be prepared by the laboratory prior to sampling event using PFAS-free water.	PFAS
Equipment Blank (EB-1)	NA	Equipment rinseate blank to be prepared for non-dedicated sampling equipment (e.g., Macrocore sampler, stainless steel bowl) using PFAS-free water provided by the laboratory. The PFAS-free water will be poured around and through sample collection equipment to evaluate the equipment decontamination procedures and the potential for cross-contamination between sample locations. We have assumed one equipment blank for soil only.	PFAS
Field Blank (FB-1) (1 - Soil)	NA	Field blank sample prepared in the field using PFAS-free water provided by the laboratory. The field blank is collected by pouring an aliquot of PFAS-free water from its original container into a laboratory-supplied container. The field blank will be collected prior to collection of any soil samples.	PFAS
Matrix: Aqueous QA/QC			
Field Blank (FB-1) (1 - Groundwater 1 - Drinking Water)	NA	Field blank sample prepared in the field using PFAS-free water provided by the laboratory. The field blank is collected by pouring an aliquot of PFAS-free water from its original container into a laboratory-supplied container. Assume one for the groundwater sampling program and one for the drinking water sampling program.	PFAS
Field Duplicate (Dup-1) (1 - Groundwater 1 - Drinking Water)	NA	Blind field duplicate to be taken from newly installed monitoring well SH-101 during groundwater sampling, and any of the properties for drinking water sampling.	PFAS
Trip Blank (TB-1) (1 - Groundwater 1 - Drinking Water)	NA	Trip blank to be prepared by the laboratory prior to sampling event using PFAS-free water. Assume one for the groundwater sampling program and one for the drinking water sampling program.	PFAS

Notes:

1. PFAS = per- and polyfluoroalkyl substances; analyzed via Modified USEPA Method 537 with isotope dilution.
2. The list of PFAS compounds to be analyzed are included in Attachment 1.
3. QA/QC samples to be collected in general accordance with NHDES SOP No. HWRB-21, "Sampling for Per- and Poly-Fluorinated Alkyl Substances", dated March 2017.
4. Sampling intervals for monitoring wells represent a 10-foot interval above the estimated depth of bedrock based on information from the FSI. Actual depth will be based on depth to groundwater and other field observations.

Figures

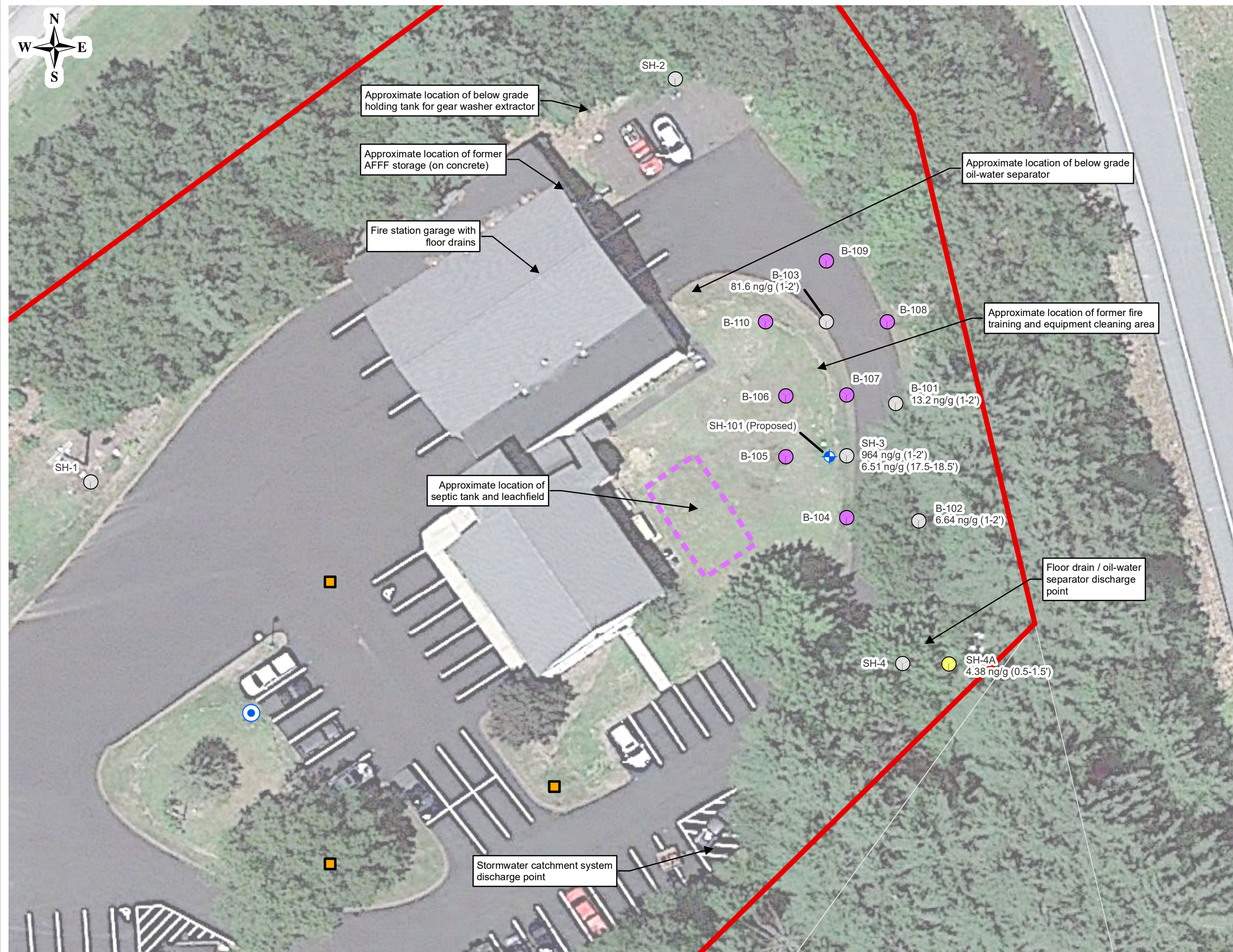


Figure 1

Site Features and Proposed Exploration Location Plan

Supplemental Site Investigation Work Plan

Amherst St / Cobbler Lane Area Site
NHDES Site #202203049

Amherst, New Hampshire

Drawn By: O. Moseley
Designed By: G. Panik
Reviewed By: H. Caprood
Project No: 5439.02
Date: May 2023

Figure Narrative

This figure shows key site features and proposed exploration locations for the Supplemental Site Investigation.

Notes










1. Aerial imagery provided by Google Earth Pro. (July 2019). Amherst, NH. 42°51'55.34"N, 71°36'54.47"W. Eye alt 1583 feet. [May 2023].

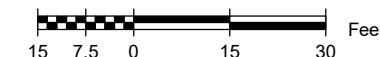
2. Water wells downloaded from NHDES One-Stop on October 24, 2022. Additional water supply wells are located within the site vicinity, but are not included in the NHDES OneStop inventory.

3. Existing soil borings were advanced by Eastern Analytical, Inc. of Concord, NH on October 12, 2022 and observed and documented by Sanborn, Head & Associates, Inc. as part of a Focused Site Investigation (FSI).

4. FSI exploration locations were approximated using a hand held GPS unit and field observations.

Legend

-  Approximate Site Boundary
 -  Approximate Parcel Boundaries
 -  Catch Basins
 -  Existing Soil Boring
 -  Existing Soil Sample Collected Using a Hang Auger
 -  Proposed SSI Shallow Soil Boring
 -  Proposed SSI Monitoring Well
 -  Wells from NHDES OneStop
 -  FSI Boring Designation
- B-103
81.6 ng/g
(1'-2')
PFOS Concentration in ng/g
(depth bgs)



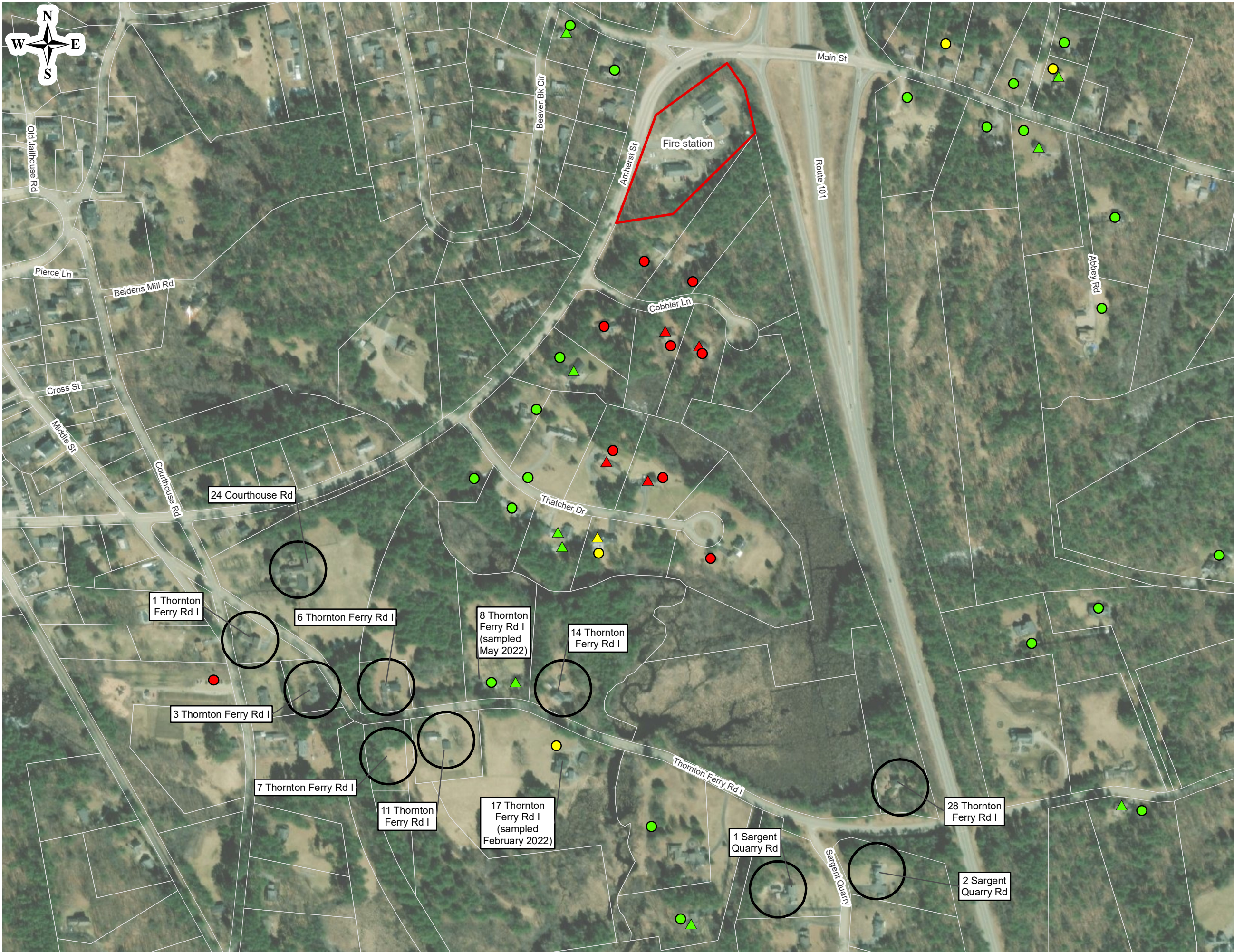


Figure 2

Proposed Residential Well Sampling Plan

Supplemental Site Investigation Work Plan

Amherst St / Cobbler Lane Area Site
NHDES Site #202203049

Amherst, New Hampshire

Drawn By: O. Moseley
Designed By: G. Panik
Reviewed By: H. Caprood
Project No: 5439.02
Date: May 2023

Figure Narrative

The purpose of this figure is to show the site and the properties proposed for drinking water sampling as part of the Supplemental Site Investigation (SSI).

Notes

1. Aerial Image from Esri, Maxar, Earthstar Geographics, and the GIS User Community.
2. Parcel boundaries from NH GRANIT, compiled and managed by the NH Department of Revenue Administration.
3. Perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) sample data from NH Department of Environmental Services. This data is symbolized by health-based Maximum Contaminant Levels (MCLs) and Ambient Groundwater Quality Standard (AGQS).

Legend

- Approximate Site Boundary
- Approximate Parcel Boundaries
- Proposed property for residential well sampling

NHDES PFAS Groundwater Samples

- PFOA+PFOS >70 ppt
- PFAS > AGQS / MCL
- PFAS ≤ AGQS / MCL

NHDES PFAS Other Sample Type

- ▲ PFOA+PFOS >70 ppt
- ▲ PFAS > AGQS / MCL
- ▲ PFAS ≤ AGQS / MCL

180 90 0 180 360 Feet

Attachment 1

PFAS Analyte Lists

PFAS by Isotope Dilution - Solid Matrix			
Analyte Name	CAS #	Analyte	QL (ng/g)
Perfluorobutanoic acid	375-22-4	PFBA	0.25
Perfluoropentanoic acid	2706-90-3	PFPeA	0.25
Perfluorobutanesulfonic acid	375-73-5	PFBS	0.25
Perfluorohexanoic acid	307-24-4	PFHxA	0.50
Perfluoroheptanoic acid	375-85-9	PFHpA	0.25
Perfluorohexanesulfonic acid	355-46-4	PFHxS	0.25
6:2 Fluorotelomer sulfonic acid	27619-97-2	6:2-FTS	0.50
Perfluorooctanoic acid	355-67-1	PFOA	0.25
Perfluoroheptanesulfonic acid	375-92-8	PFHpS	0.50
Perfluorooctanesulfonic acid	1763-23-1	PFOS	0.50
Perfluorononanoic acid	375-95-1	PFNA	0.25
Perfluorodecanoic acid	335-76-2	PFDA	0.50
8:2 Fluorotelomer sulfonic acid	39108-34-4	8:2-FTS	0.50
Perfluorooctane sulfonamide	754-91-6	PFOSA	0.25
Perfluorodecanesulfonic acid	335-77-3	PFDS	0.50
Perfluoroundecanoic acid	2058-94-8	PFUnA/PFUdA	0.25
Perfluorododecanoic acid	307-55-1	PFDoA	0.25
Perfluorotridecanoic acid	72629-94-8	PFTTrDA	0.50
Perfluorotetradecanoic acid	376-06-7	PFTeDA	0.50
N-ethyl perfluorooctanesulfonamidoacetic acid	2991-50-6	EtFOSAA	0.50
N-methyl perfluorooctanesulfonamidoacetic acid	2355-31-9	MeFOSAA	0.25
4:2 Fluorotelomer sulfonic acid	757124-72-4	4:2-FTS	0.25
Perfluoropentane sulfonic acid	2706-91-4	PFPeS	0.25
Perfluorononane sulfonic acid	68259-12-1	PFNS	0.50

PFAS by Isotope Dilution - Aqueous Matrix			
Analyte Name	CAS #	Analyte	QL (ng/L)
Perfluorobutanoic acid	375-22-4	PFBA	4
Perfluoropentanoic acid	2706-90-3	PFPeA	4
Perfluorobutanesulfonic acid	375-73-5	PFBS	4
Perfluorohexanoic acid	307-24-4	PFHxA	4
Perfluoroheptanoic acid	375-85-9	PFHpA	4
Perfluorohexanesulfonic acid	355-46-4	PFHxS	4
6:2 Fluorotelomer sulfonic acid	27619-97-2	6:2-FTS	4
Perfluorooctanoic acid	355-67-1	PFOA	4
Perfluoroheptanesulfonic acid	375-92-8	PFHpS	4
Perfluorooctanesulfonic acid	1763-23-1	PFOS	4
Perfluorononanoic acid	375-95-1	PFNA	4
Perfluorodecanoic acid	335-76-2	PFDA	4
8:2 Fluorotelomer sulfonic acid	39108-34-4	8:2-FTS	4
Perfluorooctane sulfonamide	754-91-6	PFOSA	4
Perfluorodecanesulfonic acid	335-77-3	PFDS	4
Perfluoroundecanoic acid	2058-94-8	PFUnA/PFUdA	4
Perfluorododecanoic acid	307-55-1	PFDoA	4
Perfluorotridecanoic acid	72629-94-8	PFTTrDA	4
Perfluorotetradecanoic acid	376-06-7	PFTeDA	4
N-ethyl perfluorooctanesulfonamidoacetic acid	2991-50-6	EtFOSAA	4
N-methyl perfluorooctanesulfonamidoacetic acid	2355-31-9	MeFOSAA	4
4:2 Fluorotelomer sulfonic acid	757124-72-4	4:2-FTS	4
Perfluoropentane sulfonic acid	2706-91-4	PFPeS	4
Perfluorononane sulfonic acid	68259-12-1	PFNS	4

Attachment 2

Fee Schedule

SANBORN, HEAD & ASSOCIATES, INC.
2023 SCHEDULE OF FEES

Senior Vice President/Principal	\$ 246
Vice President/Senior Associate	\$ 236
Project Director/Associate	\$ 225
Senior Project Manager	\$ 197
Project Manager	\$ 174
Senior Engineer/Geologist	\$ 162
Project Engineer/Geologist	\$ 145
Engineer/Geologist	\$ 121
Supervising Technician	\$ 111
Senior Engineering Technician/Senior Drafter	\$ 105
Engineering Technician/Drafter	\$ 89
Support Staff	\$ 71
Subcontractors and Outside Services	Cost plus 15%
Other Direct Expenses	Cost plus 15%

Hourly rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site. Local travel will be at IRS allowed rates.

Overtime hours will be charged using the hourly rates listed above. If litigation or Expert services are needed, a separate fee schedule will be provided for litigation and Expert Witness support.

Sanborn, Head & Associates, Inc. reserves the right to revise this Schedule of Fees in accordance with the Terms and Conditions which are appended and incorporated by reference.

Attachment 3

Terms and Conditions

SANBORN, HEAD & ASSOCIATES, INC.

TERMS AND CONDITIONS

1.0 AGREEMENT

The Agreement consists of the Proposal that is signed and dated by **Sanborn, Head & Associates, Inc.** acting through its officers and employees (Consultant) and the **Town of Amherst** (2 Main Street, Amherst, NH 03031) (Client) and these Terms and Conditions which are appended and incorporated by reference (Agreement). It is the mutual intention of the parties that, to the maximum extent permitted by applicable law, Consultant's services under this Agreement shall not subject any individual employee, officer, director or shareholder of the Consultant to any personal liability or exposure for matters arising under, or with respect to, this Agreement or the underlying project. Accordingly, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive recourse for all purposes of this Agreement shall be against the corporate entity, Sanborn, Head & Associates, Inc., and no claims, demands, suits or other actions of any kind or nature shall be asserted against any of Consultant's employees, officers, directors or shareholders individually. Services performed under this Agreement will be for Client's exclusive use. Consultant's services address current conditions; any delayed use of the results of the services will require updating the services to reflect current conditions. Neither party may assign this Agreement or any rights, claims, or liabilities arising out of this Agreement to any other person or entity without the express written consent of the other party. Any such impermissible assignment shall be void and of no effect.

2.0 PAYMENT

Client agrees to pay Consultant for services rendered in accordance with the payment terms provided in the Agreement. Invoices will be submitted at the completion of services or on a two-week or four-week basis, at the discretion of Consultant. Payment is due upon receipt of invoice. Amounts unpaid thirty (30) days after the due date shall bear interest at the lesser rate of eighteen percent (18%) per annum from the date of invoice or the maximum interest rate allowed by law. Client shall pay all expenses incurred by Consultant associated with placing a lien or otherwise incurred in collecting any delinquent amount, including, without limitation, attorney and filing fees. Client shall pay all costs of Consultant in enforcing its rights hereunder, including, without limitation, attorneys' and filing fees and expenses.

3.0 INSURANCE

Consultant maintains Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. Consultant will furnish certificates of insurance upon request subsequent to execution of this Agreement.

4.0 LIMITATION OF LIABILITY

Client and Consultant agree to allocate certain risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and anyone claiming by, through, or under the Client, is limited to the greater of \$50,000 or Consultant's fees actually paid with respect to this Agreement, for any and all of Client's injuries, damages, claims, losses, expenses, costs, or claim expenses (including reasonable attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of express or implied warranty, contractual or common law indemnification, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

5.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND SUBROGATION

Neither party shall be liable to the other for any consequential damages arising out of or related to the services or this Agreement incurred by either due to the fault of the other, regardless of: the nature of this fault; or whether it was committed by Client or Consultant, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of anticipated revenue and income.

The Client and Consultant, further and separately, waive all claims and rights against each other arising out of damages, costs, losses, or expenses of any kind to the extent that such damages, costs, losses, or expenses are compensated by the proceeds of any insurance policy.

6.0 RIGHT OF ENTRY AND NORMAL DISTURBANCE

Client agrees to furnish Consultant with right of entry upon the site so that Consultant and Consultant's subcontractors can perform the services identified in the Agreement. If the site is not owned by Client, Client warrants that permission has been granted to make site reconnaissance, surveys, borings and other explorations pursuant to the scope of services in the Agreement.

Client acknowledges that equipment used in performing the services will, to some degree, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subsurface installations and accepts such risks. Consultant will take reasonable precautions to limit such damage, but has not included in the fee the cost for restoration of damage that may result from Consultant's operations, unless specifically stated in the Agreement.

7.0 UNDERGROUND STRUCTURES

Client shall identify for Consultant locations of buried utilities and other underground structures in the area of subsurface exploration. Consultant will take reasonable precautions to avoid damage to the buried utilities or other underground structures noted. If locations are not known or cannot be confirmed by Client, there will be some degree of risk to Client associated with conducting the exploration. Client agrees to accept the risks of damage and expense associated with repair or restoration of any buried utilities or underground structures resulting from the exploration work. Client also agrees to waive all claims against and defend, hold harmless and indemnify Consultant for any damages to buried utilities and underground structures, notwithstanding Section 5.0 above, this includes all consequential damages, arising from inaccurate or insufficient information provided by Client to Consultant regarding locations of buried utilities or other underground structures.

8.0 OWNERSHIP OF DOCUMENTS

All reports, design drawings, field data and notes, calculations, estimates and other documents prepared by Consultant are instruments of professional service and shall be and remain Consultant's property. Client agrees that Consultant's services are on behalf of and for the exclusive use of Client and that all reports or other documents furnished to Client or its agents shall be utilized solely for this Agreement. If Client seeks to reuse anything prepared by Consultant, or if others seek to use such documents, it will be at Client's, and such other user's, sole risk without liability to Consultant. In case of such unauthorized re-use, Client will waive all claims against and defend, indemnify and hold Consultant harmless from all claims, losses, liabilities and damages arising therefrom. Consultant will retain pertinent records relating to the services performed for a period of five (5) years following submission of our report or other documents.

9.0 CONSTRUCTION-OBSERVATION SERVICES

If construction-observation services are included as part of Consultant's scope of services in the Agreement, Consultant will provide personnel to observe the portions of the construction specified in the Agreement to ascertain that the work is being performed, in general, in accordance with the plans and specifications. Client is responsible for requesting services, and notifying Consultant so Consultant can perform these services.

Consultant cannot provide its opinion about the suitability of any work performed unless measurements and observations of that part of the construction are made by Consultant's personnel. Consultant's services do not make Consultant a guarantor of the contractor's work, and the contractor will continue to be responsible for the accuracy and adequacy of all construction activities performed by the contractor. The contractor will remain solely and completely responsible for enforcement by it and its subcontractors for safety requirements for all site working conditions, and safety requirements, day and night, for both persons and property. These include all OSHA, NIOSH, USEPA and any other applicable regulations imposed by the government or by contract. Consultant's observation and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the site.

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions or programs, in connection with the project, nor for any contractor's failure to construct the work in accordance with the applicable plans and specifications.

Should Consultant not be retained to provide construction-observation during the implementation of Consultant's plans, specifications, and confirmation-dependent recommendations, or should Client unduly restrict Consultant's assignment of observation personnel, Client shall, to the extent permitted by law, waive any claim against Consultant, and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from field problems allegedly caused or aggravated by findings, conclusions, recommendations, plans, or specifications developed by Consultant.

10.0 UNANTICIPATED HAZARDOUS MATERIALS

- A. Hazardous Materials are contaminants regulated by a public authority, typically because they are known or suspected to jeopardize human health and safety, through exposure of some kind, e.g., contact, inhalation, ingestion, absorption, or radiation. Such materials are listed in various federal, state, and local statutes and regulations.
- B. If a Hazardous Material or condition is discovered by Consultant that had not been disclosed to Consultant prior to preparation of the Proposal, then, upon notification, Client and Consultant shall seek to determine an equitable adjustment (if any is possible) to be made to this Agreement. If the parties are unable to agree, this Agreement may be terminated with respect to the project in accordance with the termination provisions set forth herein.
- C. In the event that Hazardous Materials at the project site are discovered to be nonconforming to conditions expressly contemplated in writing for the scope of the Consultant's services, the Proposal will be modified in a manner to be agreed upon by Consultant and the Client, or, if modification acceptable to Consultant is not executed by Client, Consultant shall not be obligated to perform the services set forth in the Proposal with respect to such nonconforming materials. Hazardous Materials shall be considered nonconforming for the purposes of this Agreement if one or combinations of the following situations occur:
 - i. if the Hazardous Materials are not anticipated to exist at the site;
 - ii. if the Hazardous Materials are present in quantities not disclosed in, or anticipated by Consultant from, available information;
 - iii. if the Hazardous Materials have characteristics or properties not disclosed in, or anticipated by Consultant from, such information;
 - iv. if such undisclosed or unanticipated constituents, characteristics, properties, or quantities increase the risk of hazard to human health or the environment involved in the performance of the services under this Agreement.

The Client agrees to notify Consultant immediately if it becomes aware of any Hazardous Materials at the project site which are nonconforming.

- D. The Client shall pay Consultant on a time and materials basis for its efforts to aid the Client dealing with nonconforming materials which are outside the scope of services set forth in the Proposal.

11.0 INDEMNIFICATION FOR HAZARDOUS MATERIALS

Client agrees that Consultant has not contributed to the presence of hazardous wastes, oils, asbestos or other Hazardous Materials that may exist or be discovered in the future at the site and that Consultant does not assume any liability for the known or unknown presence of such materials.

In acknowledgment of the imbalance between Consultant's and Client's relative benefits and risks in connection with the project and the services, Client shall to the fullest extent permitted by law defend, indemnify, and hold harmless Consultant, its subconsultants, subcontractors, agents, and employees from and against any and all claims, damages, losses and expenses, including court costs and attorney's fees that result from the presence, failure to detect or from the actual, alleged, or threatened release, discharge, dispersal or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste oils or other Hazardous Materials, including nonconforming Hazardous Materials. Client shall be liable for claims, damages, losses,

and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by Consultant's sole negligence.

12.0 DISPOSAL OF SAMPLES AND HAZARDOUS MATERIALS

Soil, water, rock and/or other samples obtained from the project site are the property of Client. Consultant may, at its own discretion, discard the samples thirty (30) days after completion of its initial report. Should any samples be found to be contaminated by Hazardous Materials, it is Client's responsibility to arrange and pay for lawful disposal. If Client provides written instructions to retain such samples beyond the thirty (30) days, Consultant will arrange to store them. Client agrees to pay for storage and transport at Consultant's standard rate.

Consultant will not undertake any responsibility or liability for transport or disposal of hazardous or toxic substances either in samples obtained from the site, or in material generated during other site activities such as testing or remediation. Consultant will not, under any circumstances, sign manifests for such substances. Client agrees that Consultant is not a handler, generator, operator, treater, storer, transporter or disposer of toxic or hazardous substances found or identified at the site. Any manifests required for transport, treatment, storage and disposal of such substances will be signed by others in their own name.

13.0 STANDARD OF CARE

Consultant shall, in performing its services, exercise the same degree of skill and care ordinarily exercised under similar circumstances and conditions by practicing professionals undertaking similar services in the same locality at the same time. Subsequent standards will not be applied in judging Consultant's services. Client agrees that the services provided will be rendered without any warranty or guarantee, whether expressed or implied. Consultant will not be liable for the interpretation by others of data or information Consultant develops.

14.0 SUSPENSION OF WORK

Client may, at any time, by ten (10) days written notice, suspend further work by Consultant. Client shall remain fully liable for and shall promptly pay Consultant the full amount for services rendered to the effective date of suspension of services plus suspension charges. Suspension charges include the cost of putting documents and analyses in order, personnel and equipment rescheduling and assignment adjustments, and all other costs and charges directly attributable to suspension.

If payment of invoices by Client is not maintained on a thirty (30) day current basis, Consultant may, by providing a ten (10) day written notice to Client, suspend further work until payments are restored to a current basis. In the event that Consultant retains counsel to enforce overdue payments, the Client shall reimburse Consultant for all reasonable attorney's fees and court costs related to the enforcement of overdue payments. Client waives all claims against and shall indemnify and save Consultant harmless from any claim or liability resulting from suspension of the work due to non current payments.

15.0 DISPUTE RESOLUTION AND STATUTE OF LIMITATIONS

Client and Consultant shall endeavor to negotiate all claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement in good faith for a period of 30 days from the date of notice, prior to exercising their rights at law. If the parties fail to resolve the dispute within 30 days, all claims, disputes, and other matters will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation, then: **(a)** Client assents to personal jurisdiction in the State of New Hampshire; and **(b)** The claim will be brought and tried in judicial jurisdiction of the court of Merrimack County and Client waives the right to remove the action to any other county or judicial jurisdiction.

Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

16.0 PUBLIC RESPONSIBILITY

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law, Consultant does not undertake to report to any federal, state, county, or local public agencies having jurisdiction over the subject matter any conditions existing at the site from time to time that may present a potential danger to public health, safety, and the environment. Client agrees to notify each appropriate federal, state, county, and local public agency, as they may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

Notwithstanding the provisions of the foregoing, Consultant will, to the best of its knowledge, information, and belief, comply with subpoenas, judicial orders or government directives, and federal, state, county, and local laws, regulations and ordinances, and applicable codes regarding the reporting to the appropriate agencies of the findings with respect to potential dangers to public health, safety and the environment. Consultant shall have no liability or responsibility to Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. Client shall defend, indemnify, and hold Consultant harmless from and against any and all claims, demands, liabilities, and expense, including reasonable attorney's fees incurred by Consultant and arising directly or indirectly out of Consultant's reporting of such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law, except to the extent of Consultant's sole negligence.

17.0 FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of government authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

18.0 SEVERABILITY AND SURVIVAL

Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

19.0 ASSIGNMENT

This Agreement, made up of Consultant's Proposal and these Terms and Conditions, cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by Client. These Terms and Conditions shall survive the completion, or termination, of our services for this project. Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement nor subcontract any part of the services authorized, without prior written consent of Client. Likewise, any assignment of Client's rights or claims under this Agreement requires Consultant's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

20.0 GOVERNING LAW

This Agreement is to be governed and enforced in accordance with the laws of the State of New Hampshire

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Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Curran Option 1
Meeting Date: June 26, 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: Command Vehicle Purchase
Meeting Date: June 26, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

As part of the Departments Capital Improvement Plan, this is the planned replacement time for Car 2 (2009 Ford F350).

BUDGET IMPACT:

(Include general ledger account numbers)

The purchase of the vehicle is paid using the Vehicle Capital Reserve Fund.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

To purchase the 2023 Chevrolet Tahoe.

SUGGESTED MOTION:

For the BOS to approve the purchase of the 2023 Chevrolet Tahoe from MacMulkin Chevrolet in the amount of \$41,968.00 at the recommendation of Chief Matthew Conley.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Vendor Quote and Bid Documents Command Vehicle 6.21.2023

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 6/21/2023

Line Item: Capital Reserve **Budget Amount**

Bid #: **Item:** Command Vehicle **Date Bid To Be Awarded:** 6/28/2023

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u> <u>Interest Rate</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
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MacMulkin Chevrolet 3 Marmon Drive Nashua, NH 03060			
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Irwin Automotive Group 59 Bisson Avenue Laconia, NH 03246		\$44,115.00	
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Recommend bid be awarded to MacMulkin Chevrolet

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.
Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.



Vehicle Locator

Detail Report for Customer

MACMULKIN CHEVROLET CADILLAC
3 MARION DR, NASHUA, NH, 03060
603-888-1121

Customer/Company:

Sales Consultant:

Address:

Vehicle #1: 2023 Chevrolet Tahoe	VIN/Order #	MSRP	Stock #
	1GNSKLED7PR176637	\$50,855.00	T19137
Additional Vehicle Information			
GM Marketing Information			

Body Style: CK10706-4WD

PEG: 1FL-Commercial / Fleet Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHU-Transmission, 10sp, 10L80 Gen 2

Options: 1FL-Commercial / Fleet Preferred Equipment Group

5J3-Calibration, Surveillance Mode Int. Lighting (SEO)

5J9-Calibration, Taillamp Flasher, Red/White (SEO)

5LO-(SEO) Calibration, taillamp flasher, Red/Red

5T5-Seat Trim Override, Front Cloth/Rear Vinyl (SEO)

5W4-Vehicle Special Service, Municipal (SEO)

5Y1-Seats, Driver/Pass Front Individual, No Console (SEO)

6C7-(SEO) Lighting, Red/White front, aux dome

6J7-(SEO) Flasher System, Headlamp and taillamp

A2X-Power Seat Adjuster (Driver's Side)

AMF-Remote Keyless Entry Package

AT6-Seat, 2nd row 60/40 Bench, manual

ATD-Seat Delete: Third Row

ATH-Keyless Open & Keyless Start

AY0-Airbags-frontal, front seat side-impact and roof-rail

AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature

BCV-(SEO) Calibration, Rear Door Auto Lock

Disable

BG9-Floor Covering: Rubberized Vinyl, Black

BTV-Remote Engine Starting Pkg

BVE-Assist Steps, Black

C6H-GVW Rating 7500 Lbs

CJ2-Climate Control, Electronic - Multi-zone

DLF-Mirrors, O/S: Power, Heated

GAZ-Summit White

GU5-Rear Axle: 3.23 Ratio

H1T-1WT/1FL-Cloth, Jet Black, Interior Trim

IOR-Chevrolet Infotainment, 7" Color Screen

K34-Cruise Control

KC4-Cooler, Engine Oil

KI4-120 Volt Electrical Receptacle, In Cab

KNP-Transmission Cooling System

KX4-Alternator, 250 AMP

L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel

Mgt, V V T

MHU-Transmission, 10sp, 10L80 Gen 2

N37-Steering Column, Manual Tilt & Telescoping

NC7-Emissions Override, Federal

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA

Emissions

PZX-Wheels: 18" Aluminum with high-polish finish

QDF-Tires: 265/65 R18 All Season, Blackwall

R6J-Ship Thru Code Acknowledgement

RC1-Skid Plate

T8Z-Buckle-To-Drive

TB4-Liftgate, Rear, manual

U2J-SiriusXM Satellite Radio, Delete

UD5-Parking Assist, Front & Rear Sensors

UDA-Communication system, deactivated

UDD-Driver Info Display

UK3-Radio Controls -Steering Wheel

USR-USB Data ports, 2 within center console

UT7-(SEO) Ground studs, aux, cargo area inside

liftgate

UTJ-Theft Protection System, Unauthorized Entry

UVB-Rear Vision Camera, HD

V53-Luggage rack side rails - none

VK3-Front License Plate Mounting Provisions

VPV-Ship thru charge: Kerr Industr., Arlington, TX

VQ2-Holdback N/A, Dealer Fleet Assistance

WUA-Fascia, Front, custom

YK6-SEO Processing Option

Z82-Trailer Package

ZW7-Suspension Package, Premium Smooth Ride

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Your Price :

41,968⁰⁰

I thank You

PAUL



QUOTE

59 Bisson Ave
Laconia NH 03246
603-581-2945 FAX: 603-528-2485
steve.pouliot@irwinzone.com

QUOTE #001
DATE: 06/21/23

TO:

FOR: 2023 FORD POLICE INTERCEPTOR UTIL

Description	Amount
3.3L NON-HYBRID / 10-SPEED AUTO TRANS	
17T CARGO AREA DOME LAMP	
43D COURTESY LAMPS DISABLED	
51R DRIVER'S SIDE SPOT	
549 POWER HEATED MIRRORS	
59B KEYED ALIKE 1284X	
60R NOISE SUPPRESSION BONDS	
61B ODB-II CONNECTOR	
68G REAR DOOR HANDLES AND LOCKS INOP	
76D DEFLECTOR PLATE	
76R REVERSE SENSING	
85R REAR CONSOLE PLATE	
MSRP 47295.00	
SUBTOTAL	44115.00
FEES	0.00
REBATES	0.00
TOTAL	44115.00

Quote good for 30 days

THANK YOU FOR YOUR BUSINESS!



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Emergency Warning Package for the **Department:** Fire Rescue
Command Vehicle

Meeting Date: June 26, 2023

Staff Contact: Matt Conley

BACKGROUND INFORMATION:

With the purchase of the 2023 Chevrolet Tahoe, this is the Emergency Warning Package for the vehicle.

BUDGET IMPACT:

(Include general ledger account numbers)

This purchase is paid using the Vehicle Capital Reserve Fund.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

To purchase the emergency warning package for the 2023 Chevrolet Tahoe from Global Public Safety.

SUGGESTED MOTION:

For the BOS to approve the purchase of the emergency warning package for the 2023 Chevrolet Tahoe from Global Public Safety in the amount of \$8,981.00 at the recommendation of Chief Matthew Conley.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Vendor Quote and Bid Documents Emergency Warning Package 6.21.2023

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 06/21/2023

Line Item: Capital Reserve

Budget Amount

Bid #: **Item:** Warning Package for Command Vehicle **Date Bid To Be Awarded:** 6/28/2023

VENDOR Name and Address

Global Public Safety
5 Executive Drive
Hudson, NH 03051

PRICE/UNIT
Interest Rate

TOTAL
\$ 8,981.00

OTHER CONSIDERATIONS

MHQ

401 Elm Street
Marlborough, MA 01752

\$13,058.65

Ossippe Mountain Electronics
832 Whittier Highway
Moultonborough, NH 03254

Did not respond to the bid request

Recommend bid be awarded to Global Public Safety

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.
Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.



5 Executive Drive
Hudson NH 03051
603.617.7178

Quote

To:

Amherst Fire Rescue
177 Amherst St
Amherst, NH 03031-2951

From:

Joshua Bassett
5 Executive Drive
Hudson, NH 03051
Phone: 603.617.7178

Summary

Total Amount:	\$8,981.00	Quote ID:	QUO-05903-Q1Z9P7
Shipping Method:		Date:	6/16/2023
Payment Terms:		Expiration Date:	7/16/2023
Contract:			

Shipping Information

Ship To:	Bill To:
5 Executive Dr	177 Amherst St
Hudson, NH 03051	Amherst, NH 03031-2951

Vehicles

Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
2022 Tahoe- Amherst FD			2022		Chevy Tahoe

Details

Product ID	Description	Quantity	Price	Sub Total
ISFW54X	INNER EDGE FST WC 12-LT TAHOE	1.00	\$1,475.00	\$1,475.00
ITRAYW10	INNER EDGE RST WC 10-LT TRAY	1.00	\$1,100.00	\$1,100.00
I2D	DUO LINEAR ION RED/WHITE BLK	2.00	\$255.00	\$510.00
TLIR	ION T-SERIES LINEAR LT RED	4.00	\$209.00	\$836.00
TLIR	ION T-SERIES LINEAR LT RED	4.00	\$209.00	\$836.00
I2D	DUO LINEAR ION RED/WHITE BLK	2.00	\$255.00	\$510.00
ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	1.00	\$135.00	\$135.00
CCSRN36	CENCOM SAPPHIRE SIREN SYSTEM	1.00	\$1,450.00	\$1,450.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	1.00	\$320.00	\$320.00
SAK1	SA-315 MOUNT KIT UNIVERSAL	1.00	\$20.00	\$20.00
C-VS-1012-TAH-1	Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	1.00	\$720.00	\$720.00
C-CUP2-I	Internal cup holders	1.00	\$39.00	\$39.00
C-ARM-103	Armrest for top mount, console, large pad	1.00	\$115.00	\$115.00
MDASHCPE	Preemption traffic signal, dash mount, 12VDC	1.00	\$200.00	\$200.00
3SC0CDCR	3" ROUND COMPARTMENT LT WHITE	2.00	\$60.00	\$120.00
SHOP SUPPLY	Shop Supply	1.00	\$295.00	\$295.00

CUSTOMER ITEM	Portable Radio's	3.00	\$100.00	\$300.00
Total Tax				\$0.00
Total				\$8,981.00

Purchase and Sales Agreement

Amherst, N.H.

Contact Name: Kevin Hevey, Deputy Chief

Company/Dept: FIRE

Street Address 177 Amherst St

City, State, Zip: Amherst, NH 03031

Phone: (603) 673-1545 ext 3

 E-Mail: khevey@amherstnh.gov
C-2

Date: 6.21.2023

Valid Through : 60 days *

Customer #:

Contract: PCC 20-24

Sales Rep: Steven Anderson

CONTRACT LINE REFERENCE	LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
Supplied	[Fleet] 2023 Chevrolet Tahoe	\$ -	1	\$ -
TAB3	Whelen ION DUO LED Lights (each) - grille I2*	\$ 225.00	4	\$ 900.00
TAB3	Whelen Inner Edge FST/XLP WCX Duo 12 Lamp	\$ 1,397.00	1	\$ 1,397.00
353	Whelen Inner Edge RST - 10 DUO Lamps - WeCan-X BS50Z	\$ 1,385.00	1	\$ 1,385.00
TAB3	Nova Strobe Dash Mounted Opticom/Emitter MDASHCPE	\$ 455.00	1	\$ 455.00
146	Whelen CORE Siren/Switch Controller C399	\$ 1,000.00	1	\$ 1,000.00
TAB3	Whelen CORE 2021+ Chevy Tahoe Gateway Kit C399K6	\$ 170.35	1	\$ 170.35
TAB3	Whelen CORE CCTL6 3 Section Control Head and 8 Push-Buttons, 4-Position Slide Switch with a 7-Position Rotary Knob.	\$ 314.30	1	\$ 314.30
TAB3	Whelen WeCanX Expansion Module CEM16	\$ 245.00	2	\$ 490.00
TAB3	Whelen "Photo-Cell" (needed on "Slicktop" with CanTroil) - CANLITEB	\$ 110.00	1	\$ 110.00
TAB3	Whelen Strip Lite DUO (1/side) 1/4 Glass PS*02FCR	\$ 195.00	2	\$ 390.00
TAB3	Whelen Strip Lite+ "L" Bracket	\$ 21.00	2	\$ 42.00
TAB3	Whelen ION DUO Series LED Lights(1 / side) 2nd Row Glass I2*	\$ 225.00	2	\$ 450.00
337	Whelen LED Warning Lights (1 pair) hatch btm. TLI*	\$ 141.00	2	\$ 282.00
TAB3	PLSW15 Rocker Switch for Gate Lights	\$ 35.00	1	\$ 35.00
362	Whelen Vertex LED Hide-a-ways VTX609-4 tail lights VTX609* 2 Red 2White	\$ 496.00	1	\$ 496.00
338	Whelen TION DUO (each) flank rear plate TLI2* SMOKE	\$ 158.00	2	\$ 316.00
143	Whelen 100W Composite Siren Speaker SA315p / SAK*	\$ 350.00	1	\$ 350.00
402	Central Wiring Harness/Power Distribution System CH27120	\$ 750.00	1	\$ 750.00
TAB3	Whelen DUO LED Dome Lights (ea.) - hatch underside/front seats 3SRCCDCR / PLSW3	\$ 99.00	3	\$ 297.00
443	Havis #C-2410 & C-TMW-24, 24" console with 24" track mount F150-550/Exped	\$ 540.00	1	\$ 540.00
TAB3	Dual 12v outlets w/dual USB CLP2PS1USB	\$ 150.00	1	\$ 150.00
463	Havis Side Mount Arm Rest CARM102	\$ 80.00	2	\$ 160.00
TAB3	Havis 3" accessory pocket, 2.5" deep C-AP-0325	\$ 64.00	1	\$ 64.00
TAB3	Havis Adjustable Dual Internal Cup Holder CUP21001	\$ 75.00	1	\$ 75.00
TAB3	Havis Dual USB charge only ports C-USB-2	\$ 100.00	2	\$ 200.00
	Fleet Gold 1000w Pure Sine Inverter	\$ 1,595.00	1	\$ 1,595.00
2005	Install / Transfer Cust. Supplied 2-way Radio(s) EACH	\$ 275.00	2	\$ 550.00
2019	Install / Transfer Cust. Supplied Portable Radio Charger EACH	\$ 95.00	1	\$ 95.00
	PCC AfterMarket Equipment Contract Total :			\$ 13,058.65

Cost per Unit : \$ 13,058.65

Qty. : 1.00

Trade : \$ -

TOTAL: \$ 13,058.65



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Poly Tank for Stewart Stevens
Forestry Vehicle

Department: Fire Rescue

Meeting Date: June 26, 2023

Staff Contact: Matt Conley

BACKGROUND INFORMATION:

When we acquired the Stewart Steven's vehicle for the replacement of the 1982 Forestry vehicle, the intention was to use the poly tank from that vehicle. As we were preparing to make the swap over, unfortunately, it was determined that the tank would not work on the Stewart Steven's frame. That said, we are looking to purchase one that would be made to accommodate the vehicle.

BUDGET IMPACT:

(Include general ledger account numbers)

There won't be an impact on the existing budget, as we will use funds that have not been expended in the FY23 Budget.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

To approve the purchase of the poly tank from United Plastic Fabricating.

SUGGESTED MOTION:

For the BOS to approve the purchase of the new poly tank from UPF in the amount of \$13,857.68 at the request of Chief Matthew Conley.

TOWN ADMINISTRATOR RECOMMENDATION:

Is this going to be done by the end of the fiscal year or have funds been encumbered?

ATTACHMENTS:

1. Vender Quote and Bid Document Poly Tank 6.21.2023

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 06/21/2023

Budget Amount: \$10,857.68

Line Item:

Bid #: **Item:** Poly Tank **Date Bid To Be Awarded:** 6/28/2023

VENDOR Name and Address

PRICE/UNIT
Interest Rate

OTHER CONSIDERATIONS

United Plastic Fabricating
165 Flagship Drive
North Andover, MA 01845

Miller Plastics
24 Todd Drive
Burgettstown, PA 15021

Did not bid on the project.

TOTAL
\$13,857.68

Recommend bid be awarded to: United Plastic Fabricating

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.
Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.



United Plastic Fabricating
165 Flagship Drive
North Andover, MA, 01845
Phone: 800.638.8265
Web: www.unitedplastic.com

Quote

Order No.: QT00902281
Order Date: 6/16/2023
Delivery Date:
Expiration Date: 7/16/2023
Customer ID: C170000
Currency: USD

Ref No:
End User: Amherst, NH

BILL TO:
Misc Customer
United States of America

SHIP TO:
Misc Customer
United States of America

CUSTOMER P.O. NO.		TERMS		CONTACT		
		Cash in Advance		Mark Magoon		
FOB POINT		SHIPPING TERMS		SHIP VIA		
NO.	ITEM	QTY.	UOM	PRICE	DISC.	EXTENDED PRICE
1	605-1000-000: 1000 Gal Wetside Rectangular POLY-TANK	1.0000	EA	9,491.4800	0%	9,491.48
2	650-0003-000: Std Features=Sump/Drain/Suc Up To 4"V/O/Fill/Twr/Site Tube	1.0000	EA	0.0000	0%	0.00
3	651-0020-000: Standard Fill, with Diverter	1.0000	EA	134.6400	0%	134.64
4	656-0010-000: Slight Gauge-CUSTOM DEFENDER1	1.0000	EA	153.7500	0%	153.75
5	658-0004-000: Mounting Block Assy 3-Bolt	4.0000	EA	101.0700	0%	404.28
6	655-0033-000: Hosebed Wall, Extended Sidewall up to 10" High	33.0000	EA	20.4100	0%	673.53

Total Weight (LB):	0	Sales Total:	10,857.68
Total Volume (CU3):	0	Freight & Misc.:	3,000.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	13,857.68

Final Pricing is Subject to additional Market Material Surcharge at Time of Invoicing.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Mobile Radios / Ambulance
Meeting Date: June 26, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

With the purchase of the Ford F450 Medix Ambulance, these are the mobile radios for it.

BUDGET IMPACT:

(Include general ledger account numbers)

This purchase is paid using the Vehicle Capital Reserve Fund.

POLICY IMPLICATIONS:

Requesting the purchase to be a sole source vendor.

DEPARTMENT HEAD RECOMMENDATION:

To purchase the mobile radios for the F450 Medix Ambulance from Beltronics.

SUGGESTED MOTION:

For the BOS to approve the purchase of the mobile radios for the F450 Medix Ambulance from Beltronics for the amount of \$9,123.90 and to wave the competitive bid process at the recommendation of Chief Matthew Conley.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Vendor Quote and Bid Documents Radios for F450 Medix Ambulance

QUOTATION

Quote Number: BF23-0320A
Quote Date: Mar 20, 2023
Page: 1

Voice: 603-402-4144
Fax: 603-386-6344

Quoted To:
Amherst Fire Dept. PO Box 1199 177 Amherst St Amherst, NH 03031

Customer ID	Good Thru	Payment Terms	Sales Rep
Amherst Fire	4/18/23 8/01/2023	Net 30 Days	Company Account

Quantity	Item	Description	Unit Price	Amount
		Ambulance		
2.00	VM7730HBF-P	VM7000 VHF RF Deck	3,885.00	7,770.00
2.00	KCH-20RV	Full Featured Control Head (VM Series)	729.70	1,459.40
2.00	KCT-71M2	Remote Control Cable (17 FT)	85.50	171.00
2.00	KMC-65M	Standard Mobile Microphone (8 Pin)	63.50	127.00
2.00	KCT-23M4	DC PWR CABLE 75/110 WATT UNITS	65.70	131.40
2.00	KMB-36M	Mounting Bracket for BX-5000H, TK-5x10, TK-90 Series	91.70	183.40
2.00	KCT-18	Ignition Sense Cable	24.00	48.00
2.00	KES-5	Ext. Speaker 20W Max.	73.00	146.00
2.00	8322000002	P25 Conventional	415.00	830.00
2.00	8326000006	1024 Channels		
2.00	8323000003	Multi-Key DES		
2.00	8323000005	ARC4 (ADP Compatible)		
2.00	8326000002	MDC 1200/GE-Star Signaling	60.00	120.00
		3 year warranty		
2.00	NASPO-NH State Bid	NASPO NH State Bid Pricing Contract # 00318	1,647.93	-3,295.86
2.00	SLBR-PROG/SETUP	Shop setup & programming	125.00	250.00
2.00	ROOF-FT-NITI-M	Flexi-Whip (ANTENNA ONLY--NO CABLE)	65.28	130.56
2.00	RFU505	UHF CONN, MALE CRIMP FOR RG-58/U, LMR-200,CBL GRP C, C2	9.00	18.00
1.00	SLBR	Installation +++Estimated+++ NOTE: Does not include any SPECIAL mounting hardware, faceplates etc.	1,035.00	1,035.00
Subtotal				9,123.90
Sales Tax				
TOTAL				9,123.90

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 6/21/2023

Line Item: Capital Reserve **Budget Amount**

Bid #: **Item:** Mobile Radios / Ambulance **Date Bid To Be Awarded:** 6/28/2023

VENDOR Name and Address

Beltronics
240 Main Dunstable Road
Nashua, NH 03062

PRICE/UNIT
Interest Rate

TOTAL
\$ 9,123.90

OTHER CONSIDERATIONS

Recommend bid be awarded to Beltronics

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.
Please forward, for review purposes, a copy of bids in excess of \$10,000.00 to the Board of Selectmen at least one week prior to a vote of the Board of Selectmen.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Acceptance of Amherst Junior
Women's Club Grant

Department: Parks & Recreation
Department

Meeting Date: June 26, 2023

Staff Contact: Craig Fraley

BACKGROUND INFORMATION:

The Amherst Parks and Recreation Department was awarded a \$2,300 grant from the Amherst Junior Women's Club for the purchase of audio visual equipment for the Buck Meadow Clubhouse. This will include a projector, screen, and sound system to be utilized for programs and meetings happening at the Buck Meadow Clubhouse. This equipment will have Bluetooth capability, so it can be used by many groups. .

BUDGET IMPACT:

(Include general ledger account numbers)

This grant will be placed into the Buic Meadow Building line of the 02 Revolving fund.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

I recommend the BOS accept this award.

SUGGESTED MOTION:

I move the BOS accept the grant in the amount of \$2,300 from the Amherst Junior Women's Club to be used for audio visual equipment at the Buck Meadow Clubhouse.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: 2023 Dog Warrant
Meeting Date: June 26, 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. dog warrant 2023

TOWN OF AMHERST
DOG WARRANT

JUNE 26, 2023

To: Amherst Police Department

From: Board of Selectmen

NH RSA 466:14 Warrants; Proceedings. – The town or city clerk shall annually, between June 1 and June 20, present to the local governing body a list of those owners of dogs that have failed to license or not renewed their dog licenses pursuant to RSA 466:1. The local governing body shall, within 20 days from June 20, issue a warrant to a local official authorized to issue a civil forfeiture for each unlicensed dog. The warrant may also authorize a local law enforcement officer to seize any unlicensed dog. The civil forfeiture may be sent by certified mail, or delivered in hand, or left at the abode of the dog owner. The cost of service shall not exceed \$5 and may be recovered by the city or town in addition to the amount of the civil forfeiture. If the unlicensed dog is seized, it shall be held in a town or city holding facility for a period of 7 days, after which time full title to the dog shall pass to the facility, unless the owner of the dog has, before the expiration of the period, caused the dog to be licensed. The owner shall pay the facility a necessary and reasonable sum per day, as agreed upon by the governing body of the town or city and the facility, for each day the dog has been kept and maintained by the facility, plus any necessary veterinary fees incurred by the facility for the benefit of the dog. Before a local law enforcement officer seizes any unlicensed dog, a written warning shall be given to the dog owner.

Peter Lyon, Chair

Danielle Pray, Vice-Chair

William Stoughton, Clerk

Thomas Grella, Member

John D'Angelo, Member



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Meeting Date: June 26, 2023

Department: Assessing

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Veteran Tax Credit

Item A. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are 2 Veterans that qualify for the tax credit in this household.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 010, Lot 030-009 commencing in Tax Year 2024.

Item A-1. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are 2 veterans that qualify for the tax credit in this household.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 010, Lot 030-009 commencing in Tax Year 2024.

Item A-2. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit

for Map 004, Lot 059-023 commencing in Tax Year 2024.

Item A-3. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 002, Lot 098-019 commencing in Tax Year 2024.

Item B. I have reviewed the attached Service-Connected Total Disabled Veteran Tax Credit Application provided and the applicant does qualify for the Tax Credit under RSA 72:35 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the Service-Connected Total Disabled Tax Credit under RSA 72:35 and recommends approval. Therefore, I move to approve the Service-Connected Total Disabled Tax Credit for Map 004, Lot 0059-023 commencing in tax year 2024.

Elderly Exemption Removal

Item C. The applicant has not responded to numerous letters and phone calls requesting him requalify for the Elderly Exemption under RSA 72:39-a. This leads me to believe he doesn't qualify for the elderly exemption due to not residing there or exceeding the income or asset limits.

Suggested Motion: The Assessor recommends removal of an Elderly Exemption under RSA 72:39-a due to the property owner being unresponsive to multiple requests for information. Therefore, for the reasons stated by the Assessor, I move to remove the Elderly Exemption for Map 011, Lot 012-033 for Tax Year 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Confidential
2. Item A-1 Confidential
3. Item A-2 Confidential
4. Item A-3 Confidential

5. Item B Confidential
6. Item C Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes
Meeting Date: June 26, 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 \$250,815.46 dated June 13, 2023, subject to review and audit.

Accounts Payable

AP1 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$43,900.69 dated June 14, 2023, subject to review and audit. (NH DMV)

AP2 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$40,999.09 dated June 16, 2023, subject to review and audit. (NH DMV)

AP3 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$575,164.84 dated June 6, 2023, subject to review and audit. (Vendors)

AP4 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$368,593.44 dated June 20, 2023, subject to review and audit. (Vendors)

AP5 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$450.00 dated June 20, 2023, subject to review and audit. (Vendors)

AP6 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of

\$2,064,503.50 dated June 20, 2023, subject to review and audit. (Vendors)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of June 12, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2023.06.12 BOS_DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, June 12, 2023, 6:30PM

Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo, Selectman Pray, and Selectman Grella

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

1. Call to Order

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

2. Pledge of Allegiance – led by Peter Moustakis.

3. Public Hearing

3.1 Traffic Ordinance

Chairman Lyon explained that this is the first of two public hearings regarding a proposed speed ordinance on Boston Post Road. This speed ordinance would lower the existing 30mph speed limit to 25mph between the intersection of Boston Post Road/New Boston Road and Sunset Road. There is an existing speed limit of 25mph between Sunset Road and Amherst Street, at the traffic light.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to enter into a Public Hearing at 6:32pm.

Voting: 5-0-0; motion carried unanimously.

Rand Peck, 92 Boston Post Road, explained that, even though there is an existing speed limit of 25 mph into the Village, he has never seen anyone driving under 30-40 mph. He does not believe that lowering the speed along the portion of this road will do anything. The speed limit must be enforced to be effective.

Chairman Lyon noted that lowering the speed limit will allow for a greater deviance between the speed limit and those speeding. This will allow for potentially greater police enforcement.

Rand Peck explained that, before the current road closure on Old Mont Vernon Road, he had been seeing a high volume of 18-wheelers, and 10- and 14-wheel dump trucks every day. He questioned the professionalism of these truck drivers, as they often drive at speeds that would make it nearly impossible to stop quickly if needed.

Doug Chabinsky, 89 Boston Post Road, stated that, while he agrees with Rand Peck about enforcement, he supports this initiative as a better opportunity to allow for police enforcement along that stretch of road.

A *MOTION* was made by Selectman D'Angelo and *SECONDED* by Selectman Pray to exit the Public Hearing at 6:38pm.
Voting: 5-0-0; motion carried unanimously.

4. Citizen's Forum

Nancy Head noted that there are simple guidelines/policies that should be in place regarding the politicians that participate in the Town's 4th of July parade. She would like for the public to be aware of these guidelines and for the Board to review them.

Selectman Grella asked that the document be run by Town Counsel. Chairman Lyon agreed that it will be and noted that it will be placed on the Town's website.

5. Board Appointment: Recreation Committee

5.1 Matt Goddard, Recreation Committee

A *MOTION* was made by Selectman Grella and *SECONDED* by Selectman D'Angelo to appoint Matt Goddard to the Recreation Committee for a term ending in 2025.
Voting: 5-0-0; motion carried unanimously.

6. Scheduled Appointments

6.1. New Interim Town Moderator, Peter Moustakis

Chairman Lyon noted that the Supervisors of the Checklist have appointed Peter Moustakis as the Town Moderator Pro Tem, upon the retirement of Steve Coughlan.

As his final act in office, Steve Coughlan swore in Peter Moustakis.

Chairman Lyon and the Board thanked Steve Coughlan for his years of service and welcomed Peter Moustakis to the role.

6.2. Amy Facey & Tom Gauthier, ABS Request for Impact Fees

Amy Facey, Amherst School Board, explained that the School Board Chair, Tom Gauthier, submitted a letter on May 16th requesting impact fees to be used to fund architecture and engineering fees, up to \$135,000. This is to be used for the Clark Wilkins and Amherst Middle School proposed projects. Potential items to be considered include, but are not limited to, an addition to Clark Wilkins with a reduced square footage than previously proposed, a multi-purpose room, a major addition while keeping the remaining structure, and potential renovations at the Middle School. There are currently \$225,000 collected in school impact fees. Historically, the school districts have split apportionments, with Amherst School District received 60% and Souhegan School District receiving 40%. Thus, the Amherst School District is currently requesting up to 60% of the available funds, or \$135,000.

Selectman Stoughton explained that the Board of Selectmen's role is not to decide how these funds are utilized, but to see if the request for release of the funds meets the definition of an expenditure for a public capital facility. He believes this request meets that definition. He noted that the Board also does not decide the apportionment percentage for the split.

Town Administrator Shankle explained that he ran this by Bruce Mayberry, who has been instrumental in helping the Town with impact fees, and he stated that there is no issue with issuing these funds as requested.

Selectman Pray asked about releasing these funds if the voters previously did not approve the proposed school projects. She asked how funds can be expended for engineering studies when no projects have yet been approved by the voters. Town Administrator Shankle stated that the Board only reviews the legality of releasing these funds, as described in the ordinance. Amy Facey noted that these funds are only to be used to pursue potential options through additional engineering. Selectman Stoughton explained that the voters do not approve of the expenditure for early planning for the proposed project; voters approve the bonding/budget funding for the actual project. If this is not approved, then funds cannot be spent toward it. A public capital facilities project, for which these funds can be released, includes the engineering, studies, and similar items that would lead up to a groundbreaking for a project.

Victoria Parisi, Amherst School Board, explained that the lack of previous approval for the proposed projects is a concern to the School Board. The intention is to use these impact fee funds in order to come up with additional options that may be more palatable.

In response to a question from Selectman Pray, Amy Facey stated that these funds would be used right away, once approved.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to approve the request from the Amherst School Board.

Discussion:

Mark Bender, Grater Road, asked if the engineering and architectural study fees were included in the previous project bond amount as presented. Amy Facey noted that these items were completed prior to the bond request at Town Meeting. Mark Bender explained that he wants to be cautious regarding no meaning no.

Voting: 5-0-0; motion carried unanimously.

7. Administration

7.1 Administrative Updates

None at this time.

7.2 Village Streets Committee, Proposed Charter

Town Administrator Shankle explained that there was a suggestion to form a subcommittee to review the data and information from Mobycon and determine additional information needed regarding the Village Streets proposed project. The purpose of this item is to approve a draft charter for the group.

Chairman Lyon explained that he, Selectman Pray, Town Administrator Shankle, DPW Director Eric Slosek and Chris Buchanan, Chair of the Bicycle & Pedestrian Advisory Committee, drafted the charter for this subcommittee. He would like to name people to the subcommittee at the next meeting.

133
134 Selectman Grella noted that there have been many objections from the public so far regarding
135 the Mobycon presentation. He asked if the Bicycle & Pedestrian Advisory Committee
136 endorsed Mobycon's plans. Chairman Lyon stated that he was unaware of any comments or
137 endorsements from the Committee. He stated that this subcommittee could review the
138 information and make recommendations to the Board of Selectmen. Formation of this
139 subcommittee would allow for more of a public facing group, with direction from
140 representatives from the Heritage Commission, Historic District Commission, Planning
141 Board, and others.

142
143 Selectman D'Angelo agreed with moving forward with the subcommittee. He explained that
144 the Town is not required to move forward with any of Mobycon's suggestions and this
145 subcommittee would be a good way to discuss potential recommendations,

146
147 Selectman Pray noted that some members of the public were concerned with the timeline for
148 this potential project. She suggested the ability to extend the timeline for the subcommittee
149 past November 2024, if needed. She noted that this subcommittee will be subject to the Right
150 to Know law, and that one of its purposes is to receive public input.

151
152 Will Ludt, 3 School Street, stated that he believes the draft charter is appropriate. He likes the
153 idea of extending the deadline for the group, if needed.

154
155 Jeanne Ludt, 3 School Street, recommended that the subcommittee be composed of a fair
156 amount of representation from Village residents. Chairman Lyon explained that he believes
157 this is inherent in the group's proposed makeup, with representatives from the Heritage
158 Commission and Historic District Commission, along with two at large positions. While it is
159 important to include residents of the Village, he also does not want to constrain the group to
160 only those residents. Jeanne Ludt noted that she believes there could be more than two at large
161 members. She explained that she believes the presentation from Mobycon was a solution
162 seeking a problem. The attempt to lower the speed limit along Boston Post Road is an attempt
163 to fix a problem, while moving roads around and enlarging the Green are not solutions.

164
165 In response to a question from Will Ludt, Chairman Lyon stated that he believes the
166 subcommittee will follow its charter, but if the group believes that the charter needs to be
167 amended, it could come back before the Board of Selectmen.

168
169 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
170 *form a Village Streets subcommittee with the charter, as presented.*
171 *Voting: 5-0-0; motion carried unanimously.*

172
173 It was noted that Selectman Grella will be the Board's ex-officio to this subcommittee.

174 175 **7.3 2023 Impact Fee Update**

176 Town Administrator Shankle explained that the process for this item is for the Board to
177 prepare a report, conduct a public hearing on the proposed impact fee schedule, submit this to
178 the Planning Board for its review and recommendation, decide whether or not to include any
179 potential recommendations from the Planning Board, and then finalize the document.

180
181 **7.4 Sick Leave Policy, Updated Proposal**

182 The Board reviewed the updated Sick Leave Policy.
183

184 In response to a question from Selectman Stoughton, Chairman Lyon explained that a separate
185 contract is used for union employees which would include sick leave information. He plans to
186 offer to extend this amended policy to the unions outside of the negotiation process.
187

188 In response to a question from Jennifer Stover, Chairman Lyon explained that this amended
189 policy is retroactive to February 6, 2023.
190

191 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
192 *accept the proposed changes to the Sick Leave and Maximum Accrual Benefits Policy with an*
193 *effective date of February 6, 2023, with latitude for the staff to adjust the effective date in a*
194 *manner that is fair to all employees with respect to decisions regarding their sick leave.*
195 *Voting: 5-0-0; motion carried unanimously.*
196

197 **7.5 Unassigned Fund Balance discussion, continued**

198 Selectman D'Angelo reviewed his drafted language. The proposed language recognizes the
199 recommendation of the Department of Revenue (DRA) and specifies how to do the
200 calculation. For the publicly available source for the calculations, he used the cash in the bank
201 number from the audited financials. This removes all of the non-cash charges that the DRA
202 assigns to the unassigned fund balance, including removal of the \$120,000 contingency fund
203 amount and the \$1M planned to be used to offset taxes in December. He believes the cash in
204 the bank number at the end of the fiscal year is the safest number for the numerator of the
205 calculation. For the denominator, he used that from the MS-535 form. Once that calculation is
206 made, the Board can discuss the three objectives outlined and try to maintain an unassigned
207 fund balance between 8%-10% of the total general fund balance.
208

209 Debbie Bender, Finance Director, explained that the DRA mentions the fund balance in the
210 MS-434R form. The Board could decide to use that number for its unassigned fund balance
211 discussions.
212

213 Selectman Stoughton explained that he is concerned with using the numerator and
214 denominator because the denominator figure will not be available until the number comes in
215 from the auditor, which is usually later than the Board will need it. He suggested using the
216 MS-434R number to start with, and the tax rate break down form after the Board decides on
217 an amount to return to the taxpayers to make sure the fund balance is still within the 8%-10%
218 range. He stated that he will draft language to include in the document for review by the
219 Board at a future meeting.
220

221 **7.6 PFAS Update**

222 Town Administrator Shankle explained that the attorneys for the PFAS lawsuit will be visiting
223 the Town's Fire Station to review the site. Also, the new contract with Sanborn Head for the
224 second phase of its study is being reviewed by the State. He explained that 17 Thornton Ferry
225 Road I was shown to have similar PFAS components as residences along Thatcher Drive and
226 Cobbler Lane. The State would thus consider the Town to be responsible for this property. In

the past, the Board has agreed to extend Pennichuck Water to such residences. The cost for this is currently being considered. The new study will decide if there are elevated levels down to 35 Thornton Ferry Road I.

In response to a question from Chairman Lyon, Town Administrator Shankle stated that he believes the State grant will cover these properties, along with the Community Gardens.

In response to a question from Selectman Stoughton, Town Administrator Shankle explained that 17 Thornton Ferry Road I exceeded the State PFAS levels. Selectman Stoughton noted that he does not believe the State grant funding can be used unless the PFAS levels exceed the State limit. Beyond that, the Board has been allocating ARPA funding to mitigate PFAS for other properties.

Chairman Lyon stated that it will be helpful to know the results of the expanded study, which properties exceed the State levels, and how the Town is able to use the State grant funding.

8. Staff Reports

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

Craig Fraley, Recreation Director, explained that the Parks and Recreation Department is looking to replace its 2009 Ex Mark Mower. The 2009 mower is starting to show wear and tear. Repairs are increasing, including a new motor in 2019. It was discovered that there are few of this series available. This item was not put out to bid as the purchase is time sensitive. The Department plans to keep the 2009 mower in service through the 2023 season. The Department would then like to sell the unit on an online auction site. The Department received three quotes for the replacement mower. Turf Depot, from Hooksett NH, came in with the lowest quote at \$19,747.99.

Selectman Stoughton suggested that the Department begin to maintain an equipment replacement spreadsheet. He noted that this purchase raises questions about spending from the -02 account. Chairman Lyon agreed that the Board needs to hold a discussion as to the use of this account.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve the purchase of the Ex Mark Lazer X 72" Mower with Bagging system from Turf Depot for the price of \$19,747.99 and to suspend the purchasing policy.

Voting: 5-0-0; motion carried unanimously.

8.2. Kubota Tractor Purchase

DPW Director Eric Slosek, explained that, as planned in the DPW equipment replacement plan, the proposal is to replace the small Kubota tractor. The Department has had good luck with Kubota and with the service at Chappell Tractor, and therefore desire to stay with Kubota. Bids were solicited for a replacement. The tractor that bids were solicited for is slightly bigger than the tractor being replaced, due to the Department seeking a piece of equipment that is capable of snow blowing sidewalks during winter operations. In addition to replacing the tractor itself, the Department is also seeking to purchase a snowblower attachment. The Department directly invited four Kubota dealers to bid. Only Chappell Tractor submitted a proposal. The recommendation is to award 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.

In response to a question from Chairman Lyon, Eric Slosek explained that funding for this is proposed to come from existing funds in the budget, funds budgeted for a mower that will not be replaced at this time, and additional funding budgeted for a tractor that will not be spent at this time.

Selectman Stoughton asked that the equipment replacement spreadsheet be updated to reflect that this piece of equipment has a higher replacement value than previously stated.

A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to award bid number 12-23 for the purchase of a new Kubota Tractor with snowblower attachment, and the trade-in of the old tractor for \$2500.00, to Chappell Tractor for the amount of \$37,379.00; further authorize the Town Administrator to sign any related paperwork for this purchase, and to waive the purchasing policy.

Discussion:

Town Administrator Shankle noted that this item was only put out to bid to Kubota dealers. The Department could have put out bids for the specs required to see which other dealers may have bid on the item.

Eric Slosek explained that the Department likes and understands Kubota equipment and would like to stay with that brand at this time.

Voting: 5-0-0; motion carried unanimously.

8.3. Crack Sealing Bid

Eric Slosek stated that the Department recently solicited bids for crack sealing Town roads. Bids were received from two companies, Indus and H.W. Dow. H.W. Dow had the low bid at \$43,120.00. H.W. Dow has done a great job crack sealing Town roads over the last handful of years.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to award bid number 13-23, Crack Sealing, to H.W. Dow for the amount of \$43,120.00.

Voting: 5-0-0; motion carried unanimously.

8.4. Line Striping Bid

Eric Slosek stated that the Department received three bids for line striping roads. The low bid was from Industrial Traffic Lines, Inc. for \$36,584.26 (\$0.115/LF).

In response to a question from Selectman Stoughton, Eric Slosek explained that budget from other lines will be used to cover the overage for this item, and he will consider bumping up the budget for this item next year.

A *MOTION* was made by Selectman Stoughton and *SECONDED* by Selectman Grella to award bid number 14-23 to Industrial Traffic Lines Inc. for the amount of \$36,584.26. Voting: 5-0-0; motion carried unanimously.

8.5 Stop Bars Bid

Eric Slosek explained that the Department received two bids for repainting stop bars, crosswalks, and yield markings. The low bid was from K5 Corporation for \$13,400.

A *MOTION* was made by Selectman Stoughton and *SECONDED* by Selectman D'Angelo to award bid number 15-23, Crosswalks, Stop Bars, & Yield Lines to K5 Corporation for the amount of \$13,400.00.

Voting: 5-0-0; motion carried unanimously.

8.6. Conditional Pay Increase - DPW Employee

Eric Slosek explained that the DPW continues to work toward making the community septic operations more resilient, including increased maintenance efforts, and faster response times for emergencies. The Department currently has one wastewater operator and is planning to train and certify three more operators. The operators will include the Assistant Director, Facility Maintenance Technician, Heavy Equipment Operator position, and a Driver/Laborer. The request is for a pay increase for James Landon, a Driver/Laborer, who will be trained and certified as a wastewater operator. Mr. Landon was hired in November at Grade 4 Step 1 (\$19.12). He has proven to be a true asset to the Department during this time. The desire is 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. Mr. Landon is due a step increase in July, which would bring him to Grade 4 Step 2. He would not normally obtain a NH Wastewater Level 1 License until sometime in FY24. The request is 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.

Eric Slosek addressed a number of concerns raised by Town Administrator Shankle. One comment was that this may need a job description. He explained that every job description at DPW has language in it that gives the flexibility to assign work as needed. Wastewater Operator is not a primary responsibility of this position. This request is merely seeking a certification and is not any sort of a significant change in job responsibilities. This person may be assigned to oversee directly and/or provide training to temporary summer seasonal employees. If this person was certified, s/he would be able to oversee others of the same classification to complete work at the septic system. Regarding the proposed licensure and certification requirements for this position, this license is not a requirement of the position, so he does not believe it needs to be in the job description.

Selectman D'Angelo explained that what was presented to the Board was not a job description but a role depiction. If the role needs a raise in pay, this should be specified. He asked if all of those involved in the wastewater operations will also get a raise. He stated that he would like to see a policy in place for the employees to understand this process.

Selectman Pray agreed that she would like to see more specifics added to make this into a job description.

Selectman Stoughton noted that he would like to see these issues resolved at a staff level, instead of through a Board meeting.

Selectman Grella noted that this is a way to better utilize an employee which will add value to the Town.

In response to a question from Chairman Lyon, Eric Slosek explained that pay could be increased for any of the other positions that deal with wastewater, if they obtain their licenses. It could be explained in the pay increase that this is dependent on maintaining the license.

Chairman Lyon stated that he would like Eric Slosek to come back before the Board with a job description for this assignment. This can be assigned to an employee once licensed and the pay increase will occur during the time of the assignment only.

In response to a question from Selectman D'Angelo, Eric Slosek explained that the road reconstruction work was awarded to Pike and was negotiated within the available budget.

8.7. Encumbrances

Debbie Bender reviewed two proposed encumbrances with the Board. One is for \$33,815 toward a five-year contract for body worn cameras for the Police Department. The other encumbrance is for the DPW for \$172,359.26, for line striping, crack sealing, and paving of Old Mont Vernon Road. She noted that there may be an additional encumbrance to come before the Board at a future meeting for the DPW for \$618,374 for road construction.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to encumber funds for the Police Department in the amount of \$33,815 for body worn cameras; and the DPW in the amount of \$172,359.26 for line striping, crack sealing, and paving.
Voting: 5-0-0; motion carried unanimously.

8.8. Loan Documents for Land Purchase

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to accept and sign documents as presented for the purchase of Curran property in FY23.
Voting: 5-0-0; motion carried unanimously.

8.9. Post-Issuance Tax Compliance Policy & Procedures for Tax-Exempt Obligations

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to approve the Post-Issuance Tax Compliance Policy and Procedures for Tax-Exempt Obligations as submitted.
Voting: 5-0-0; motion carried unanimously.

8.10. Authorization to sign Land Purchase closing documents

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella 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.

Voting: 5-0-0; motion carried unanimously.

9. Approvals

9.1 Request to Waive Interest

Selectman Stoughton noted that this and the next item were previously discussed during Non-Public Session and details will not be disclosed at this time due to confidentiality items.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to deny the request to waive interest owed for Map 6 Lot 38-13.

Voting: 5-0-0; motion carried unanimously.

9.2. Request to Waive Repayment of Assistance

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella 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.

Voting: 5-0-0; motion carried unanimously.

9.3. Hawkers and Peddlers Permit Request: Dalton Reynolds, Fox Pest Services

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to approve the Hawkers and Peddlers Permit request, as presented.

Voting: 5-0-0; motion carried unanimously.

9.4. Town Common Request, Tree Lighting 2023

A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to approve the request for use of the Town Common for the Annual Tree Lighting Ceremony on Friday December 8, 2023 from 5-7pm.

Voting: 5-0-0; motion carried unanimously.

9.5. AP, Payroll and Minutes

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY23 Payroll Manifest in the amount of \$236,983.04 dated June 1, 2023, subject to review and audit.

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray 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)

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray 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)

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray 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)

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to approve the Board of Selectmen meeting minutes of May 15, 2023, as amended.

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to approve the Board of Selectmen meeting minutes of May 22, 2023, as amended.

Voting: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to approve the Board of Selectmen meeting minutes of May 26, 2023, as presented.

Voting: 5-0-0; motion carried unanimously.

10. Action Items

The Board reviewed its list of ongoing action items and each item's status. The Board also reviewed additional action items raised this evening for inclusion.

11. Old/New Business

Selectman Grella noted that there will be a Historic District Commission meeting this Thursday. He will discuss a representative from the Commission to the Village Streets subcommittee at that time.

Selectman D'Angelo noted that there will be an Amherst School Board meeting on Thursday at 6pm at Souhegan High School. There will also be a Souhegan School Board meeting on Thursday the 20th at 6pm at Souhegan High School.

12. Adjournment

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to adjourn the meeting at 8:57pm.

Voting: 5-0-0; motion carried unanimously.

NEXT MEETING: June 26, 2023

Selectman Bill Stoughton

Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Action Items

Meeting Date: June 26, 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. BOS Action Items 2023 as of 6_12_23

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	
Post Politician rules on 4th of July website	6/12/23	6/16/23	Jennifer	
Send Politician rules to Town Counsel for review	6/12/23	6/16/23	Dean	
Ask Boards to appoint reps to Village Streets Committee, publish at-large positions, put on next agenda	6/12/23	6/16/23	Dean	
Set public hearing on impact fee schedule update	6/12/23	6/16/23	Dean/Jennifer/Peter	
BOS discuss Energy Committee formation	5/22/23	6/26/23	BOS	
Revise Unassigned Fund Balance Policy	6/12/23	6/26/23	Bill	
Prepare Wastewater operator description(s)	6/12/23	6/26/23	Eric	
Approach Police union re improved sick leave policy	6/12/23	6/26/23	Dean	
BOS discuss funding of Tower Truck	5/22/23	7/1/23	BOS	
Set up Meetings to allow Town comments on NRPC 20, 10, and 5 year plans	5/22/23	7/1/23	Will Ludt, 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 use of ARPA Funds	5/22/23	8/1/23	BOS	
BOS discuss Retirement System/Benefits Review (may require staff work)	5/22/23	8/1/23	BOS	
Review -02 Fund Expenditure Policy	6/12/23	8/1/23	Bill	
Prepare for police union negotiations; BOS review current contract	6/12/23	8/1/23	BOS/Dean	
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	
Additional information re houses on TF I to assist BOS in decisions on potential connection to public water	5/8/23	ongoing	Dean	