



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, APRIL 17, 2023 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Board of Selectmen Reorganization**
 - 3.1. Board Reorganization and Assignments
- 4. Board Appointments**
 - 4.1. Appointments for Board Commission and Committee Vacancies
- 5. Citizens' Forum**
- 6. Administration**
 - 6.1. Administrative Updates
 - 6.2. HealthTrust Renewal for FY24 (July 1, 2023-June 30, 2024)
- 7. Staff Reports**
 - 7.1. New FT Hire - Amherst Public Safety Communications Center
 - 7.2. New FT Police Officer Hire
 - 7.3. Townwide Engineering Assessment for Bridges & Water Crossings
 - 7.4. Spring Rd. Culvert Proposal
 - 7.5. Road work authorization
 - 7.6. Ambulance Purchase
 - 7.7. Deputy Warden Appointments
 - 7.8. Lending of a Fire Engine
- 8. Approvals**
 - 8.1. Assessing
 - 8.2. Use of Town Common, Memorial Day Parade 5/26/23 5-7pm

- 8.3. Use of Town Common, Second Annual Amherst German Christmas Market
- 8.4. Hawkers, Peddlers & Vendors Permit: Jakob Norris, Wicked Tasty LLC
- 8.5. Payroll, AP and Minutes

9. Action Items

10. Old/New Business

Adjournment

Next Meeting: April 24, 2023: Special Meeting, Public Hearing under 41:14-a with the Conservation Commission

You are invited to a Zoom webinar.

When: Apr 17, 2023 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84578292689>

Or Telephone: 305 224 1968

Webinar ID: 845 7829 2689

| BOARD OF SELECTMEN ASSIGNMENTS BY CHAIR | | <u>2021-2022</u> | <u>2022-2023</u> | <u>2023-2024</u> |
|--|--------------|------------------------------------|------------------------------------|-------------------------|
| COMMISSIONS | | | | |
| Conservation Commission | Non Voting | Peter Lyon | Peter Lyon | |
| Heritage Commission | Voting | Tom Grella | Tom Grella | |
| Historic District Commission | BOS (Voting) | Tom Grella | Tom Grella | |
| Recreation Commission | Non Voting | Danielle Pray | Danielle Pray | |
| Roads & Bridges Commission | Voting | Tom Grella | Tom Grella | |
| | | | | |
| COMMITTEES | | | | |
| Bicycle & Pedestrian Advisory | Liaison | Peter Lyon | Peter Lyon | |
| Capital Improvement Committee | Voting | John D'Angelo/ Danielle Pray (alt) | John D'Angelo | |
| Highway Safety Committee | BOS (Voting) | John D'Angelo/Tom Grella (alt.) | John D'Angelo | |
| Stormwater Committee | | Tom Grella | Tom Grella | |
| | | | | |
| LIAISONS | | | | |
| Legislative Liaison | | Danielle Pray | Danielle Pray | |
| Schools | Non Voting | John D'Angelo | John D'Angelo | |
| Cemetery Trustees | Non Voting | Dwight Brew | Peter Lyon | |
| Library Trustees | Non Voting | Dwight Brew | Danielle Pray | |
| | | | | |
| REPRESENTATIVES | | | | |
| Planning Board | BOS (Voting) | Dwight Brew | Bill Stoughton/John D'Angelo (alt) | |
| Trustee of the Trust Fund | ? | John D'Angelo | John D'Angelo | |
| Master Plan Steering Committee | | Dwight Brew | Danielle Pray | |

Board, Commission and Committee Appointments

Term

BICYCLE & PEDESTRIAN COMMITTEE

| | | |
|---------------------------|---------------|-------------------|
| Christopber Shenk, Member | Reappointment | 3 year term, 2026 |
| Judy Shenk, Member | Reappointment | 3 year term, 2026 |

CONSERVATION COMMISSION

| | | |
|----------------------------------|---------------|-------------------|
| Jared Hardner, Member | Reappointment | 3 year term, 2026 |
| Frank Montesanto, Member | Reappointment | 3 year term, 2026 |
| Christian Littlefield, Alternate | Reappointment | 3 year term, 2026 |

HERITAGE COMMISSION

| | | |
|----------------------|---------------|-------------------|
| William Ludt, Member | Reappointment | 3 year term, 2026 |
| Brenda Perry, Member | Reappointment | 3 year term, 2026 |

HISTORIC DISTRICT COMMISSION

| | | |
|--------------------------|-----------------|-------------------|
| Martha Chabinsky, Member | Reappointment | 3 year term, 2026 |
| William Glenn, Alternate | New Appointment | 3 year term, 2026 |

LIBRARY TRUSTEES

| | | |
|-------------------------|---------------|-------------------|
| Bill Cassidy, Alternate | Reappointment | 1 year term, 2024 |
| Toni Dinkel, Alternate | Reappointment | 1 year term, 2024 |
| Jim Kuhnert, Alternate | Reappointment | 1 year term, 2024 |

RECREATION COMMISSION

| | | |
|--------------------------|---------------|-------------------|
| Joseph Broderick, Member | Reappointment | 3 year term, 2026 |
| Shannon Gascoyne, Member | Reappointment | 3 year term, 2026 |
| Alternate | | 3 year term, 2026 |

ROADS AND BRIDGES

| | | |
|-------------------------|---------------|-------------------|
| Dennis Wheeler, Member | Reappointment | 2 year term, 2025 |
| Mike Riccitelli, Member | Reappointment | 2 year term, 2025 |

SOUHEGAN REGIONAL LANDFILL DISTRICT REPS.

| | | |
|-------------------------|---------------|-------------------|
| Daniel Veilleux, Member | Reappointment | 3 year term, 2026 |
|-------------------------|---------------|-------------------|

TRUSTEES OF THE TRUST FUND

| | | |
|----------------------------|---------------|-------------------|
| William Dunn, Alternate | Reappointment | 1 year term, 2024 |
| Richard Spencer, Alternate | Reappointment | 1 year term, 2024 |



Town of Amherst, NH Volunteer Application

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

Applicant Name: BRENDA MILES PERRY

Residence Address: 2 Westgate Way Amherst

Mailing Address: 2 Westgate Way Amherst

Best Telephone: _____

E-mail Address: bmperry65@msn.com

Time Available – Estimated number of hours per month: _____

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

Schooner Point HOA Steuben ME present 20+ yrs
Big Brothers Big Sisters Augusta ME 1997 1 year

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.

Brenda M. Perry
Signature

27 Mar 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

27 Mar 2023

Dear Ms Stover,

Please submit my name for renewal to the Amherst Heritage Commission. As a native born daughter of Amherst I have a deep interest in protecting its history and its character that has been carefully preserved by so many past generations. I hope to have a chance to help sustain that long standing tradition and effort.

Thank You

Brenda Miles Perry



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Amherst Bike/Ped Committee

Applicant Name: Chris Shenk

Residence Address: 248 Boston Post Road

Mailing Address: Amherst NH 03031

Best Telephone: 6038013724
(Cell or home)

E-mail Address: Cshenk40@gmail.com

Time Available – Estimated number of hours per month: 20

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.

Chris Shenk
Signature

4/11/2023
Date

Please return this form and requested statements to:

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

or e-mail: jstover@amherstnh.gov



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Amherst Conservation Commission

Applicant Name: Christian Littlefield

Residence Address: 21 Pine Top Rd, Amherst NH

Mailing Address: same

Best Telephone:

(Cell or home)

E-mail Address: Christian.WindypineFarm@gmail.com

Time Available – Estimated number of hours per month: 20

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

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
3/27/23

Please return this form and requested statements to:

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

or e-mail: jstover@amherstnh.gov



Town of Amherst, NH 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



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Amherst Conservation Commission

Applicant Name: Frank Montesanto

Residence Address: 55 Christian Hill Rd. Amherst, NH 03031

Mailing Address: 55 Christian Hill Rd. Amherst, NH 03031

Best Telephone: _____
(Cell or home)

E-mail Address: fmontesanto@mac.com

Time Available – Estimated number of hours per month: 25

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

4/7/23

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



Town of Amherst, NH Volunteer Application

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

Applicant Name: Shannon Gascoyne

Residence Address: 5 Parker Farm Ln Amherst, NH 03031

Mailing Address: same as above

Best Telephone: _____
(Cell or home)

E-mail Address: shannongascoyne@hotmail.com

Time Available – Estimated number of hours pe month: 4-6

Other Boards/Committee/Commission you have served on (may include other cities/towns):
Amherst PTA, SAU 39 Reopening Task Force, SAU 39 Joint Facilities Advisory, Newly

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.

Shannon Gascoyne
Signature

04/07/2023
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

Jared Hardner
15 Woodland Dr.
Amherst, NH 03031

Jennifer Stover
Town of Amherst
2 Main St.
Amherst, NH 03031

RE: Re-appointment to Conservation Commission

March 24, 2023

Dear Board of Selectmen,

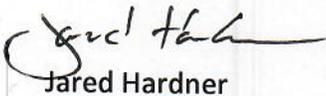
I am writing to express interest in re-appointment for another term as a Commissioner on the Amherst Conservation Commission.

I have served on the Commission since 2017 and have held the position of Vice Chair for the past three years. I am the author the town's Conservation Plan, Forest Management Plan, and I served on the committee that developed the town's most recent Master Plan.

I have an undergraduate degree from Princeton University and a graduate degree from Yale University's School of the Environment. I have worked professionally in conservation and environmental management for over 30 years.

As an 18-year resident of Amherst, I look forward to continuing to serve the town.

Best Regards,


Jared Hardner



Town of Amherst, NH Volunteer Application

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

Applicant Name: Jared Hardner

Residence Address: -15 Woodland Dr.

Mailing Address: "

(Cell or home)

Best Telephone: _____

E-mail Address: JARED.HARDNER@GMAIL.COM

Time Available – Estimated number of hours per month: 20 hrs/mo

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

Conservation Commission

Master Plan 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.

J. Hardner
Signature

3-24-23
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

Joseph Broderick
32 Christian Hill Road
Amherst, NH 03031

March 28, 2023

Wendy Rannenberg
Recreation Commission – Chair

Reference: Recreation Commission Term Renewal

Wendy,

Over the past year, I truly enjoyed being an active member of the Recreation Commission and would like to be considered for an additional term. Contributing to the commission's focus on Amherst residents and programs that are current and relevant is extremely rewarding. If renewed, I look forward to actively working with other commission members to support upcoming activities and events.

My wife and I moved to Amherst almost two years ago and have enjoyed being part of an incredible community. I am a firm believer in being involved and volunteering to support the growth and success of your town. In my opinion, the Recreation Commission allows for that involvement.

Thank you again for the opportunity.

Respectfully submitted,
Joseph Broderick



Town of Amherst, NH Volunteer Application

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

Applicant Name: Joseph Broderick

Residence Address: 32 Christian Hill Road

Mailing Address: Same as above

Best Telephone: _____
(Cell or home)

E-mail Address: jmbroder2004@gmail.com

Time Available – Estimated number of hours pe month: 20+ hours/mor

Other Boards/Committee/Commission you have served on (may include other cities/towns):
Vice President - Jackson Gore Inn COA (Ludlow, Vt) - Facilities Committee Chair

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.

Joseph Broderick
Signature

3.26.2023
Date

Please return this form and requested statements to:

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

or e-mail: jstover@amherstnh.gov



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Amherst Bike/Ped Committee

Applicant Name: Judy Shenk

Residence Address: 248 Boston Post Road

Mailing Address: Amherst NH 03031

Best Telephone: (603) 566-7629
(Cell or home)

E-mail Address: Judy@gymnasticsvillage.com

Time Available – Estimated number of hours per month: 20

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.

Judy Shenk
Signature

4/11/2023
Date

Please return this form and requested statements to:

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

or e-mail: jstover@amherstnh.gov



Town of Amherst, NH 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

4 Apr 2023

To Whom it May Concern,

I am applying to become a member of the HDC because I am very interested in keeping Amherst as a distinguished example of a beautiful New England town. I have lived in the village for 25 years, in an antique home, which we have carefully and lovingly cared for. I grew up in an antique home in Harvard, MA. My parents were Shaker antique dealers, and my husband and I conducted an antique business of our own. One of my hobbies is genealogy, and I spend quite a lot of time tracking down ancestors all over the world.

I think these circumstances and interests give me the clear desire to preserve the town of Amherst. I am a yoga teacher and have raised 3 sons, hosted 11 year long exchange students, and volunteered as the Support Coordinator for the MassBay Area Team of AFS. In that capacity I developed techniques for helping students and families work out their differences. As the Hosting Coordinator my job was to find the best fit for arriving students. This job required attention to detail which I think is important in a job such as this one.

Let me know if there is anything else you need to know.

Thanks for considering my application!

Martha Chabinsky



Town of Amherst NH Volunteer Application

Board/Committee/Commission you wish to serve on: Trustees of the Trust Fund

Applicant Name: Richard Spencer

Residence Address: 7 Church Street Amherst, NH 03031

Mailing Address: Same

Best Telephone: (Cell)

(Cell or home)

E-mail Address: rispencer@aol.com

Time Available – Estimated number of hours per month: 12-16

Other Boards/Committee/Commission you have served on (may include other cities/towns): Nothing in the Public sector... numerous business related boards/committees related to my various positions in senior management, such as:

Chair of Planning Committee (Equitable Resources), CEO of the Aspire Foundation (Equitable Resources), Numerous IT Standards Committees (General Electric), Infrastructure Planning and Standards Committees (Fidelity Investments).

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.

/s/ Richard D. Spencer

10/29/2022

Signature

Date

Richard Spencer
7 Church Street
Amherst, NH 03031

10/29/2022

To Whom it May Concern:

I am Richard Spencer, a resident of Amherst for 12 years. I am interested in volunteering for a position on the Trustees of the Trust Fund Committee.

I believe that I will bring a high level of energy, critical thinking and financial acumen to assist the committee in attaining its goals and the goals of the Village. I have served on numerous Committees and Boards over my business career, and, now that I have retired, I wish to volunteer my services to the Town. A brief resume follows:

Education:

United States Naval Academy Bachelor of Science 1976
Wharton School of Business (GE Fellow) MBA, Finance 1992

Work Experience:

General Electric (1983-1996): Various Management Roles including membership on various cross company initiatives such as Six Sigma Quality, Information Technology Standards and Programs (many of which I chaired).

Equitable Resources (1996-2000): Vice President of Planning and Chief Information Officer. Chair of the Planning Committee, and led various company wide Information Technology Standards Programs. Chairman of the Aspire Foundation, an Equitable Resource funded foundation supporting underprivileged students in their quest for a college education.

Various Dotcom positions: (2000- 2004): Independent consultant hired by various Dotcom Start-ups to assist in creating Business models and plans, identify and secure sources of funding, and implement business processes to support growth.

Fidelity Investments (2004-2017): Senior Vice President, Chief of Staff, Enterprise Infrastructure. Responsible for the planning and oversight of the multi-billion dollar IT Infrastructure budget for the company, as well as Chairperson for various operational programs and initiatives.



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

Daniel T. Veilleux

7 Colonel Wilkins Rd
Amherst, NH 03031

dtveilleux@yahoo.com * 207-653-4430

24 March 2023

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

Dear Amherst Selectmen:

As my current term on the Souhegan Regional Landfill District Board is coming to a close, I would like to thank the board of selectmen for giving me the opportunity to serve. I would also like to recognize my fellow SRLD board members for their dedication and collegiality. It is a pleasure to work with individuals so committed to public service and the best interests of our communities. I would especially like to thank Bruce Bowler and Eric Slosek for the leadership and insight they provide.

Over the past four years, the SRLD has managed several critical events that have impacted the waste stream and the cost of doing business in our area. The Chinese government's ban on the importation of American recycling commodities continues to have a major impact on the markets for all post-consumer materials, especially plastics. The SRLD conducted a thorough process to negotiate solid-waste disposal and transportation agreements with the best possible terms despite sharp increases in pricing. And the SRLD worked through the COVID crisis by adjusting service levels and procedures to ensure the health and safety of our workers and residents and compensate for changes in available services and the collapse of commodities markets.

As we move forward, the SRLD is working on ways to offset price increases and the loss of commodities markets by working on improving efficiency and finding ways to innovate. The SRLD is developing a fixed asset management program to identify and catalog equipment to aid in maintenance and the planning of asset replacement. We are in the process of purchasing equipment that will improve our processes and reduce hauling expenses. And In addition to continually seeking ways to divert materials from the waste stream whenever possible, the SRLD has begun implementing a food waste diversion program that is already exceeding expectations.

It has been my pleasure to have been an active part of the SRLD over the past four years. I believe, however, that I have more to contribute. I would like to help bring the current projects to fruition as well as continue to help find new and innovative ways to improve the services that the SRLD provides and expand services wherever prudent.

I hereby respectfully request reappointment to the Souhegan Regional Landfill District Board for another three-year term. Please let me know if you have any questions or concerns.

Warmest regards,



Daniel T. Veilleux



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: Historic District Commission

Applicant Name: William L. Glenn, Jr.

Residence Address: 154 Amherst Street, Amherst NH 03031

Mailing Address: 54 Amherst Street, Amherst NH 03031

Best Telephone: _____
(Cell or home)

E-mail Address: willigle4@aol.com

Time Available – Estimated number of hours pe month: Retired/Flexible

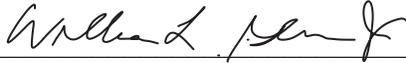
Other Boards/Committee/Commission you have served on (may include other cities/towns):

The Chase Community HOA Board - Ellicott City, Maryland; 2019 to 2021

Facilities Review Committee - NASA 2017 to 2021

Several years experiece as board staff and/or board executive advisory staff

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

4/7/2023
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

154 Amherst Street
Amherst NH, 03031

Town of Amherst, NH
Board of Selectmen

April 7, 2023

Subject: Application to Historic District Commission Vacancy

Distinguished Board of Selectmen,

It is my pleasure and privilege to request your consideration of application to serve on the Historic District Commission for the Town of Amherst.

As a new citizen of the Amherst community, I wish to learn more about its' past and to work toward maintaining its unique quaint character. I believe the sort of experience I offer could be useful in carrying out the objectives of the commission.

I am recently retired from the NASA Goddard Space Flight Center, Greenbelt Maryland where my duties of 14 years involved facilities planning, mission safety, and support of physical real estate for space craft development. Prior to NASA I spent 17 years in higher education facilities management, culminating at the level of Executive Director of Planning and Operations. In addition, I have a few more years working in other private and healthcare facilities management. In all my capacities I have either been a member of relevant boards, have been considered Board Staff, or provided executive level operational inputs for board deliberation.

My professional degrees are BS Architecture/Urban Planning, Master's Degree in Policy Sciences (Administration) and a Ph.D. in an unrelated area. I am also Certified Professional Coach.

As a retiree, should accept my application, I can be flexible with my investment of time as may be reasonable and required. If another is chosen this time around, I will remain open to a future vacancy.

Best wishes to you for a successful appointment,



William L. Glenn, Jr.



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

William Ludt
3 School Street
Amherst, NH 03031

23 March 2023

Amherst Board of Selectmen
2 Main Street
Amherst, NH 03031

Reference: Letter of Intent- Appointment to the Amherst Heritage Commission

BOS,

It's that time again when I need to fill in an application for a request to be considered for the Amherst Heritage Commission. At this time I am applying to be considered to be re-appointed to the commission.

It is an extreme personal pleasure for me to be on the Heritage Commission. It is very gratifying to me in doing what I can to preserve and try to maintain the rural character of our historic town. Through all of the ups and downs of our life in Amherst, I believe it is necessary to "bring back to life" our collective past into the light of day as we try to inform and educate the public on all of the historic treasures that we have. I learn every day new and exciting treasures that are in Amherst that will eventually be documented in our new GIS based mapping tool for prosperity.

I am very pleased and proud of the work that the Heritage Commission has done in the past and look forward to the future.

Again, Thank You for your consideration.

V/R

A handwritten signature in cursive script that reads "Will Ludt".

Will Ludt

cc: Jennifer Stover
Dean Shankle
Nicola Strong



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

Title: Administrative Updates
Meeting Date: April 17, 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: HealthTrust Renewal for FY24 (July 1, 2023-June 30, 2024) **Department:** Administration

Meeting Date: April 17, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. 2023 Town of Amherst Rate Package July Revisit



March 31, 2023

Mr. Dean Shankle
Town Administrator
Town of Amherst
2 Main Street
Amherst, NH 03031

Dear Mr. Shankle:

In order to ensure a smooth renewal of the employee benefit coverages provided by HealthTrust for the renewal period of July 1, 2023 through June 30, 2024, we are providing you with a duplicate rate package. Please sign and return the enclosed transmittal by June 9, 2023. *The rates included in this renewal packet are the same as were issued in the fall of 2022.*

Dental Rates

For Member Groups currently participating in HealthTrust's dental coverage, the rate adjustment for all dental options is **1.5% for FY2024** (*July 1, 2023 – June 30, 2024*).

Short-Term Disability Coverage

For Member Groups currently participating in HealthTrust's short-term disability coverage, there is an overall base rate adjustment of 3.2% for FY2024 (*July 1, 2023 – June 30, 2024*) due to increased claims volume and average claim duration. **However, your Member Group's actual rate adjustment will vary from the overall increase depending on your Group's experience and demographic makeup.**

Long-Term Disability Coverage

For Member Groups currently participating in HealthTrust's long-term disability coverage, there is **no rate change** for FY2024 (*July 1, 2023 – June 30, 2024*).

Life Coverage

For Member Groups currently participating in HealthTrust's life coverage, there is **no rate change** for FY2024 (*July 1, 2023 – June 30, 2024*).

Benefit Advantage

For Member Groups currently participating in HealthTrust's Benefit Advantage Flexible Spending Account (FSA) services, there is **no change** to the per-participant/per-month fees. As a reminder, there are no annual renewal fees associated with Benefit Advantage.

Enclosures

Please review the following enclosures for additional details on your renewal and the rating process:

- **Member Group Transmittal** (*includes monthly contribution rates for all of your Group's coverage lines*) – **Please sign and return by June 9, 2023.**
- **How Your Rate is Determined** - *The Rating Process, Capital Adequacy Reserve and Return of Surplus*

Timeline

Benefit Changes Notification Deadline – May 19, 2023

Your Benefits Advisor, Teresa Williams, will be contacting you to discuss the renewal and work with you to review available options and assist with any changes you may be considering. **Please note that requests for any coverage changes must be communicated to us no later than May 19, 2023 to be effective July 1, 2023.**

Educational and Website Resources

Your Benefits Advisor is available to work with you to schedule in-person or virtual meetings to provide employee and retiree education and training, as well as to answer any questions you may have.

Encourage your employees and their spouses to log in to the **Secure Enrollee Portal (SEP)** for the most up-to-date coverage information and resources. Key features include:

- Digital Dental ID cards
- Coverage documents
- Single sign-on to multiple vendor partner websites (dependent on coverage)
- Secure Message Center

Thank you for your continued participation with HealthTrust. We look forward to receiving your Member Group's signed transmittal. If you have any questions or concerns, please do not hesitate to contact Teresa at 800.527.5001.

Sincerely,



Wendy Lee Parker
Executive Director

Enclosures



Town of Amherst ("Member")

Member hereby elects the following HealthTrust, Inc. ("HealthTrust") coverage(s):

Dental Coverage and Rates

July 2023 Dental Renewal

The following rates shall apply from July 1, 2023 to June 30, 2024

Rating Renewal July

Probationary Period 0M

| Benefit Option(s) | Single | 2-Person | Family |
|--------------------------|---------------|-----------------|---------------|
| OPTION 1 | \$44.88 | \$86.86 | \$158.05 |

Monthly rates and continued Member Group coverage are subject to applicable HealthTrust minimum participation requirements including, without limitation:

- 1) at least 75 % participation of Eligible Employees who do not otherwise have group dental coverage; and
- 2) Employees who elect to cover dependents must enroll all of their Eligible Dependents (other than dependent children age 19 and over) who do not otherwise have group dental coverage.

BENEFIT SCHEDULE

| Benefit Option(s) | Coverage A | Coverage B | Coverage C | Plan Year Maximum | Coverage D | Coverage D Maximum | Deductible |
|--------------------------|-------------------|-------------------|-------------------|--------------------------|-------------------|---------------------------|-------------------|
| OPTION 1 | 100% | 80% | 50% | \$1,000 | 50% | \$1,000 | \$25/\$75 |

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

None

Short-term Disability Coverage and Rates

July 2023 STD Renewal

The following rates shall apply from July 1, 2023 to June 30, 2024

Rating Renewal July
Suffix # 001

BENEFIT SCHEDULE

| Class | Class Name | Probationary Period | Benefit Amount (% of Base Weekly Earnings) | Maximum Weekly Benefit | Maximum Benefit Period | Waiting Period Accident | Waiting Period Illness |
|-------|------------------------|---------------------|---|---------------------------|---------------------------|----------------------------|---------------------------|
| 1 | All Eligible Employees | 0M | 66.67% | \$1,400 | 26 weeks | 1 day(s) | 7 day(s) |

CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

| Class | Class Name | Contributory Y/N | Participation |
|-------|------------------------|------------------|---------------|
| 1 | All Eligible Employees | N | 100% |

RATE

For Each \$10 of Weekly Benefit Per Month \$0.45

Monthly rates and continued Member Group coverage are based on 75% participation of Eligible Employees if contributory status is Y or 100% participation if contributory status is N, per applicable HealthTrust minimum participation requirements.

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

Evidence of Insurability needed for all late enrollees (contributory groups only).

Life Coverage and Rates

July 2023 Life Renewal

The following rates shall apply from July 1, 2023 to June 30, 2024

Rating Renewal July
Suffix # 001
BAE means Base Annual Earnings, if applicable

BASIC LIFE BENEFIT SCHEDULE

| Class | Class Name | Probationary Period | Coverage | AD&D | Guarantee Issue | Maximum Benefit |
|-------|------------------------|---------------------|----------|---------|-----------------|-----------------|
| 1 | All Eligible Employees | 0M | 1 x BAE | 1 x BAE | \$100,000 | \$100,000 |

CONTRIBUTORY STATUS AND PARTICIPATION REQUIREMENTS

| Class | Basic Life Contributory Status Y/N | Basic Life Participation | Supplemental Contributory Status Y/N | Supplemental Participation | Dependent Contributory Status Y/N | Dependent Participation |
|-------|------------------------------------|--------------------------|--------------------------------------|----------------------------|-----------------------------------|-------------------------|
| 1 | N | 100% | N/A | N/A | N/A | N/A |

RATES

| | |
|--|--------|
| BASIC LIFE FOR EACH \$1,000 OF BENEFIT | \$0.13 |
| BASIC AD&D FOR EACH \$1,000 OF BENEFIT | \$0.02 |

Monthly rates and continued Member Group coverage are subject to applicable minimum participation requirements including, without limitation: 75% participation of Eligible Employees if contributory status is Y or 100% participation if contributory status is N for Basic Life. Other requirements may apply.

PROBATIONARY PERIOD EXCEPTIONS

None

SPECIAL NOTES

Basic Life Evidence of Insurability required for: Any amount in excess of the Guarantee Issue; all late applicants (contributory groups only); salary increases greater than \$25,000. Life and AD&D benefits reduce to 50% at age 70.

BILLING SERVICES

Member Group has separately contracted with HealthTrust for the following Billing Services with respect to any selected medical and dental plan coverages:

COBRA Retirees

AGREEMENT AND AUTHORIZATION

Member agrees that the coverages elected herein are subject to the terms and conditions of the HealthTrust Membership Agreement, the HealthTrust Bylaws and applicable Coverage Documents.

Member hereby authorizes HealthTrust, Inc. to execute and deliver any and all documents necessary to effectuate the enrollment of the Member and its Employees into the coverage(s) listed on this transmittal.

For the Member, duly authorized

Title

Date

For HealthTrust, Inc.

Title

Date

How HealthTrust Medical Rates are Determined



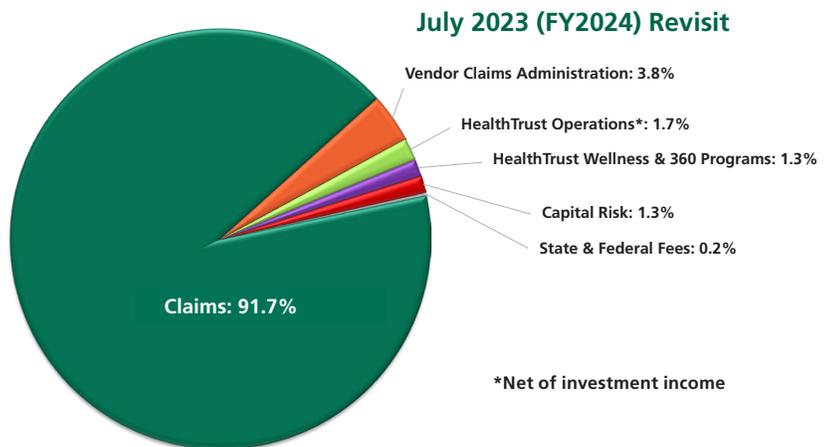
Rating Process

The HealthTrust Board set Guaranteed Maximum Rates (GMR) for the July 2023 (FY2024) renewal at their meeting on October 4, 2022. The GMR provided rate projection information and locked in a maximum rate for each Member Group for budgeting purposes. This process provides Groups with the opportunity to receive the most competitive rates possible through HealthTrust’s spring Revisit rating, which utilizes the most current claims and cost data available.

The HealthTrust Board established the final July “Revisit” rates on March 28, 2023 as the last step in our comprehensive rate setting process. Staff and external actuaries work together to review the most current information available, including historical claims data, which is projected forward using the latest trend forecasts to update renewal rates, if warranted. This information is presented to the Board’s Finance & Personnel Committee for its review and consideration. The Finance & Personnel Committee then determines the recommended renewal rates. The HealthTrust Board adopts the final renewal rates, taking into consideration the recommendation by the Finance & Personnel Committee.

Medical Contribution Components

The overall medical rates are comprised of several components. Claims are the largest component at approximately 91.7% of the rate, 3.8% for Vendor Claims Administration, 1.7% for HealthTrust’s Operations (net of investment income), and 1.3% for HealthTrust Wellness and 360 Programs. The remainder of the rate is for required state and federal fees (0.2%) and risk charges recommended by the actuary, 1.3% to ensure adequate reserve levels.



Medical Plan Relativities

HealthTrust works with its actuaries from time to time to determine the relative cost of the different medical benefit options we offer. At this time, the percentage rate change for each benefit option will remain the same as the overall percentage rate change for Member Groups.

CAPITAL ADEQUACY RESERVE AND RETURN OF SURPLUS



Capital Adequacy Reserve Level

Annually the HealthTrust Board determines the target level for HealthTrust’s capital adequacy reserve as of June 30th each year. The purpose of a capital adequacy reserve is to ensure that all future obligations for the payment of claims and expenses are fully paid even if HealthTrust’s actual experience differs from the rating assumptions used to set the contribution rates. Check out our video explaining Capital Adequacy Reserve on our website www.healthtrustnh.org, in the “Who We Are” section under Financials.

HealthTrust locks in the rates it charges for future coverage based on the actuaries’ best information known at this time. However, actual future claims costs may be significantly higher than predicted for numerous reasons. The capital adequacy reserve exists to make sure HealthTrust can pay claims and expenses even if future performance differs from the projections used to set rates.

The HealthTrust Board has established a policy that it shall rely on the opinion of a qualified actuary using a sound actuarial methodology to determine the target capital adequacy reserve level for HealthTrust to meet its obligations to pay claims and expenses, even if the rating assumptions end up being too low.

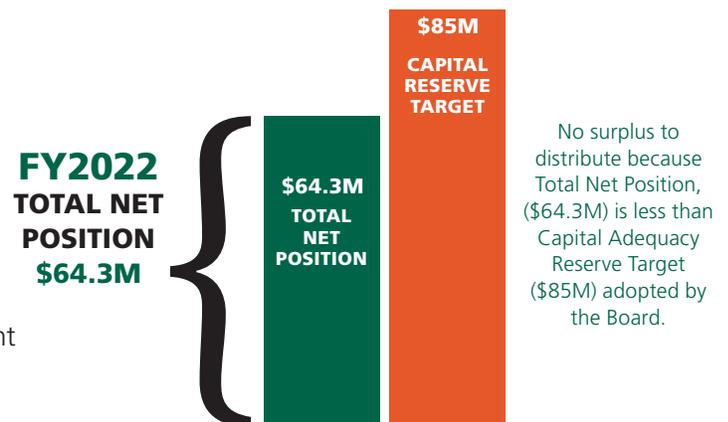
HealthTrust retained Milliman, one of the preeminent actuarial firms in the country, to determine, using an actuarially sound methodology, how much capital adequacy reserve HealthTrust needed as of the start of this fiscal year, July 1, 2022. Milliman recommended that HealthTrust should target a capital adequacy reserve level of \$85 million to \$135 million. In other words, Milliman recommends that HealthTrust use a confidence level that provides no more than a 5% chance of insolvency over the next five years. Where in this range the reserve needs to be depends on whether HealthTrust has pricing flexibility to respond to adverse situations as they develop.

Based on this actuarial recommendation, the HealthTrust Board established a capital adequacy reserve target level of \$85 million as of June 30, 2022.

Return of Surplus

After the Board sets the capital adequacy reserve level, it determines whether there is any surplus to return to Member Groups. The 2022 Fiscal Year audited* financial statement Net Position is \$64.3M, which is less than the Capital Reserve Target (\$85M) adopted by the Board.

*The HealthTrust 2022 Fiscal Year audited financial statement is posted online on our website, www.healthtrustnh.org, in the “Who We Are” section under Financials.





Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: New FT Hire - Amherst Public Safety **Department:** Police Department
Communications Center

Meeting Date: April 17, 2023

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

The Amherst Public Safety Communications Center (APSCC) recommends the appointment of Ms. Jordynne Walker to the position of Full-Time Communications Specialist. Ms. Walker has been serving in a part-time capacity within the APSCC since August of 2021, and during that time has stood out as an exceptional employee. We are happy to recommend that she transition into the current full-time opening which has been vacant for the last several months. With Ms. Walker's FT appointment, the APSCC will once again be fully staffed.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to approve the appointment of Jordynne Walker to the position of Full-Time Communications Specialist, Grade 6-2 (\$22.12/hr) effective April 23, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. 20230410092041



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: New FT Police Officer Hire
Meeting Date: April 17, 2023

Department: Police Department
Staff Contact: Mark Reams

BACKGROUND INFORMATION:

The Amherst Police Department recommends the appointment of Tyler E. Swenson to the position of Full-Time Police Officer. After careful consideration and evaluation, Mr. Swenson is being recommended to fill one of the three current FT Police Officer positions which remain open due to recent changes in employee status. Mr. Swenson is a resident of Amherst where he attended Souhegan High School and was the recipient of Department's Chief John T. Osborne Memorial Scholarship as a graduating high school senior. Mr. Swenson has since become a Certified FT Police Officer and for the last two years has served in that capacity with the Town of New Ipswich, NH. We look forward to having Mr. Swenson as a member of our team.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to appoint Tyler E. Swenson to the position of Full-Time Police Officer, Grade 9-4 (\$29.51/hr) effective April 18, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. 20230410091353



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Townwide Engineering Assessment **Department:** Public Works
for Bridges & Water Crossings

Meeting Date: April 17, 2023

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

As presented in the DPW Strategic Plan, the recent BOS presentation at the deliberative session, and several BOS meetings, the DPW desires to initiate a townwide engineering assessment of priority bridges and water crossings. The DPW further desires to continue employing the services of Hoyle Tanner and Associates for this work. Hoyle Tanner has been working for Amherst on related bridge and culvert projects since the Manchester Rd. bridge replacement.

This study will help position the town to better understand what our needs are, transition to a preservation footing versus a replacement footing, determine what the level of funding needed will be, and develop a new comprehensive plan for facilitating the needs identified in the study. The scope of the study does not evaluate every culvert of interest. We anticipate conducting a smaller, similar study in FY24 to evaluate the culverts not inspected this year. As we continue to make further evaluations in future years, our maintenance/replacement plans will be updated accordingly.

The agreement we desire to enter into with Hoyle Tanner will require funding by the Town in the amount of \$38,061. The funding will come from the Bridge & Water Crossing CRF.

BUDGET IMPACT:

(Include general ledger account numbers)

\$38,061 from Bridge and Water Crossing CRF.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Authorize DPW to proceed with the town wide assessment of bridge and water crossings in the amount of \$38,061 and the Town Administrator to sign the related agreement with Hoyle Tanner.

SUGGESTED MOTION:

I move to authorize DPW to proceed with the town wide assessment of bridge and water crossings in the amount of \$38,061, and the Town Administrator to sign the related agreement with Hoyle Tanner.

TOWN ADMINISTRATOR RECOMMENDATION:

Given the circumstances, I think this should be put out to bid.

ATTACHMENTS:

1. Bridges list 2-6-23
2. Culverts list 2-6-23
3. Amherst Town Wide Inspection Agreement

Amherst Bridges:

| <u>Priority</u> | <u>State ID#</u> | <u>Location</u> | <u>Material Design</u> | <u>Rating</u> | <u>Year built/rebuilt</u> | <u>Projected Replacement Date</u> |
|-----------------|------------------|------------------------------------|------------------------|----------------|---------------------------|-----------------------------------|
| 1 | 145/106 | TF1 over Beaver Bk. | Steel Culvert | 1-Closed | 1970 | 2024 |
| 2 | 112/071 | MV Rd. over Ceasar's Bk. | Steel Culvert | 3-Serious | 1956 | 2023 |
| 3 | 124/087 | BPR over Beaver Bk. | Steel Culvert | 5-Fair | 1970 | |
| 4 | 193/130 | BPR over Souhegan River | Steel Multi-Beam | 6-Satisfactory | 1977 | |
| 5 | 116/091 | New Boston Rd. over Beaver Bk. | Aluminum Culvert | 5-Fair | 2006 | |
| 6 | 063/118 | Brook Rd. over Joe English Bk. | Steel Culvert | 5-Fair | 1985 | |
| 7 | 160/105 | BPR over Beaver Bk. | Concrete Box | 6-Satisfactory | 1984 | |
| 8 | 093/153 | Camp Rd. over Baboosic Bk. | Concrete Culvert | 6-Satisfactory | 1951 | |
| 9 | 087/129 | Hor. Grl. Rd. over Joe English Bk. | Steel Multi-Beam | 7-Good | 1989 | |
| 10 | 109/090 | New Boston Rd. over Beaver Bk. | Concrete Frame | 7-Good | 1996 | |
| 11 | 132/093 | BPR over Beaver Bk. | Concrete Frame | 8-Very Good | 1969 | |
| 12 | 177/108 | Merr. Rd. over Beaver Bk. | Concrete Box | 7-Good | 1986 | |
| 13 | XXX | Ponemah Hill Rd. over Witches Bk. | In Place Concrete | Not Rated | 2017 | |
| 14 | 134/100 | Manch. Rd. over Beaver Bk. | In Place Concrete | 8-Very Good | 2016 | |
| 15 | 060/158 | Hor. Grl. Rd. over Pulpit Bk. | In Place Concrete | 9-Excellent | 2019 | |
| 16* | 159/105 | Historic over Beaver Bk. | Masonry Slab | 1-Closed | 1900 | |
| 17* | 092/129 | Pine Rd. over Joe English Bk. | Concrete Slab | 1-Closed | 1940 | |



Amherst Culverts:

| <u>Priority</u> | <u>Location</u> | <u>Material Design</u> | <u>Year built/rebuilt</u> | <u>Projected Replacement / Repair Date</u> |
|-----------------|---|----------------------------|---------------------------|--|
| 1 | 75 Spring Rd. Culverts | Steel Culvert | 1970s | 2023 |
| 2 | Thornton's Ferry Rd. II/Green Meadow GC | Steel Culvert (Elliptical) | | |
| 3 | 28 Thornton's Ferry Rd. II | Aluminum | 1956 | 2023 |
| 4 | Northern Blvd. | Steel Culvert | | |
| 5 | Lynch Farm Rd. | RCP | | |
| 6 | 168 Mack Hill (@ Fearon Pond to Glen Echo Pond) | Steel (Elliptical) | | |
| 7 | Upham Rd. (@ Knight property) | RCP | | |
| 8 | 3 Fairway Dr. | RCP | | |
| 9 | 6 Dodge Rd. | RCP | | |
| 10 | 29 Austin Rd. | Stone | | |
| 11 | 15 Aglipay Dr. | RCP | | |
| 12 | 82 Amherst Street | RCP | | |
| 13 | 13 Nathaniel Dr. | RCP (24") | | |
| 14 | 64 Dodge Rd. | Stone | | |
| 15 | 64 Stearns Rd. | HDPE (15") | | |
| 16 | 69 Walnut Hill Rd. | HDPE | | |
| 17 | Merrimack Rd. (@ 2 Holt Rd.) | HDPE | 2020 | |
| 18 | 485 Boston Post Rd. | HDPE | 2021 | |
| 19 | 78 Horace Greeley Rd. | RCP | 2022 | |
| 20 | 8 The Flume | Twin HDPE | 2019 | |
| 21 | 116 Spring Rd. | HDPE (15") | | |



**AGREEMENT FOR PROFESSIONAL SERVICES
TOWN WIDE BRIDGE AND CULVERT ASSESSMENT – AMHERST, NH**

This is an agreement between the Town of Amherst (Client) and Hoyle, Tanner & Associates, Inc. (Consultant) for professional services for the Client’s project which is generally described as Town Wide Bridge and Culvert Assessment. The Consultant’s services under this agreement are generally described as follows: Perform visual observations of select bridges and culverts; review NHDOT records, “New Hampshire Stream Crossing Initiative”, and Client records; provide an assessment letter report of findings, recommendations, maintenance needs; and prepare a Bridge and Culvert Maintenance Plan with specific recommendations for all 14 Town-Owned bridges currently open to traffic and generic recommendations for all town-owned culverts.

The effective date of this Agreement is _____. Client and Consultant further agree as follows:

Article 1: Scope of Services

Consultant shall provide the services set forth in Exhibit A.

Article 2: Client’s Responsibilities:

Client shall provide to Consultant all of Client’s criteria and information as to requirements for the Project including objectives, constraints, performance requirements, and budgetary limitations.

Client shall provide Consultant with all information available to Client pertinent to Consultant’s work under this Agreement. Client shall assist Consultant as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for Client on matters affecting this Project. Client shall also make available all information Client may have relative to concealed, subsurface, soil, and other conditions that are not apparent from visual, non-invasive, and non-destructive observations of the applicable site.

It may be necessary for Consultant’s personnel and/or subconsultants to enter areas of the Project property. Client shall arrange for and provide Consultant with access to such areas on a timely basis.

Client shall examine all documents prepared for the Project by Consultant; and at Client’s option, obtain advice from legal counsel, insurance counsel, and other appropriate advisors, and advise Consultant of any opinion or recommendations resulting from said advice.

Client shall give prompt notice to Consultant whenever Client becomes aware of anything that would have a significant effect on the scope or timing of Consultant’s services.

Client shall bear all costs related to compliance with this Article of this Agreement.

If Client engages a construction manager or any other professionals for the Project in addition to Consultant; Client must define the duties and responsibilities of each professional services provider.

During the construction of the project it is recommended Client or his/her designated representative, other than Consultant, attend the following meetings: Pre-construction bid meeting, bid opening, pre-construction conference, construction progress meetings, and Project completion meetings.

Client shall advise Consultant of any safety or security programs which may be applicable to Consultant during Project site visits.

Client shall make decisions and perform other Client responsibilities in a timely manner so as not to delay Consultant's performance of services.

Client's responsibilities may include those agreed upon and identified in Exhibit A.

Article 3: Schedule

Consultant is authorized to begin providing services on the effective date of the Agreement. Consultant shall perform services in conformance with the schedule guided by and subject at all times to sound judgment and practice in accordance with law and professional ethics.

If the schedule changes or orderly progress of services is impaired through no fault of Consultant; the schedule for services shall be adjusted and compensation may be adjusted by amendment to this Agreement.

Specific schedule requirements for providing services may be provided in Exhibit D.

Services will be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Notwithstanding anything to the contrary contained herein, Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control or without its negligence.

Article 4: Compensation and Payment for Services

Consultant shall charge for all services requested by Client and rendered by Consultant in connection with the Project in strict accordance with the conditions set forth in this Article of the Agreement.

The charges made by Consultant under this Article and the payment of said charges by Client shall constitute full compensation for all expenses incurred by Consultant in connection with the services rendered including F.I.C.A. taxes, Federal and State unemployment taxes, costs in connection with employees' benefits, office expenses, supplies, and equipment, the general costs of doing business, and Consultant's profit; and Subconsultants engaged by Consultant for the Project, if any.

Consultant's compensation for services and the method of compensation shall be as described in Exhibit C.

Consultant shall prepare and submit monthly applications for payment for services completed under this Agreement.

Invoices shall be Consultant's standard form or other form approved by Client.

Invoices are due within thirty (30) days of receipt by Client.

If payments are not made on time, Consultant may suspend services under this Agreement, after giving Client seven (7) day notice, until payment is received by Consultant. Client waives any and all claims against Consultant due to such suspension of services and agrees to appropriate adjustments to the Project schedule and Consultant's schedule.

Client may withhold payment of a disputed invoice; however, Client must advise Consultant promptly of the reason for doing so and Client agrees to process and pay any portion of the invoice which is not in dispute. Client shall not withhold payments based on damages that Client has incurred or alleges that it has incurred unless Consultant has been adjudged liable for such damages and failed to compensate Client accordingly within 30 days of such determination.

Article 5: Standard of Care

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Article 6: Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction costs are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

Article 7: Compliance with Laws and Regulations

Consultant shall review codes, regulations, and laws applicable to Consultant's services and shall exercise professional care to design in compliance with all applicable codes, regulations and laws in effect as of the effective date of this Agreement. Consultant cannot warrant that the applicable interpreting or enforcing authority will similarly interpret such requirements.

If such codes, regulations and laws change during the project and are imposed during the project by government authorities with jurisdiction over the project, such changes may require changes to the Consultant's scope of services, schedule and compensation.

Article 8: Underground Facilities

The location of underground facilities may be required in order to perform subsurface explorations for the project and the location of underground facilities may be shown on the construction Contract drawings.

Unless otherwise provided, Client shall provide Consultant with the locations of underground facilities, structures and utilities. If the locations are not known, are inaccurate or cannot be confirmed, Client accepts and retains all risk of damages or losses resulting from the exploration work.

Consultant will take reasonable precautions to avoid damage to underground facilities and shall coordinate the locations of such facilities with known owners of the facilities.

The information shown on the construction Contract drawings with respect to underground facilities shall be based on information furnished by the facility owners to the Client and Consultant and Consultant shall not be responsible for the accuracy or completeness of such information.

If conditions or locations of underground facilities are found to be different during construction appropriate adjustments, if any, shall be made in accordance with the provisions of construction Contract.

Article 9: Construction Phase Services

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any Contractor, Subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Consultant, including the resident project representative if provided, does not assume any responsibility for the Contractor's failure to perform the construction in accordance with the Contract documents.

Site visits and observations by Consultant are intended to provide Client greater confidence that the completed work by the Contractor will conform to the Contract documents; and site visits are not detailed inspections and do not extend to every aspect of the Contractor's work.

Article 10: Design without Construction Phase

Consultant and Client agree that if Consultant's services do not include construction phase services, Client or Client's designated agent shall be solely responsible for interpretation of the Contract documents and observing the work of the Contractor to discover, correct and mitigate errors, inconsistencies or omissions and if Client authorizes deviations from Consultant prepared documents or if conditions are discovered that are not accounted for in the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents and employees harmless from and against claims, losses, damages and expenses, including but not limited to defense costs and time of Consultant, to the extent such claims, loss, damage or expenses arise out of or results in whole or in part from such deviations, regardless of whether or not such claims, loss damage or expense is caused in part by a party indemnified under this provision.

Article 11: Use of Documents and Ownership of Electronic Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Documents that may be relied upon by Client are limited to those that are signed or signed and sealed by Consultant, which may be in electronic or hardcopy format in conformance with professional engineering practice regulations in effect in project jurisdiction. Any conclusion or information obtained or derived from such other documents will be at the user's sole risk.

When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

Article 12: Insurance

Consultant procures and maintains insurance as set forth in Exhibit B. Consultant shall cause Client to be an additional insured on any applicable general liability insurance policy of the Consultant. Consultant shall provide Client reasonable notice of changes to any policy.

Client shall procure and maintain workers' compensation insurance, employer's liability insurance, general liability insurance, excess or umbrella liability and automobile liability insurance. Client shall cause Consultant and its subconsultants to be additional insureds on any general liability policies and as loss payees on any property insurance policies of Client applicable to the projects.

Client shall require Contractor to carry workers' compensation, general liability, property damage, motor vehicle damage and injuries and other insurances to protect Client and Consultant and subconsultant; and Client shall require Contractor's policies to cover Consultant and its subconsultants as additional insureds.

Client may request Consultant and/or subconsultants provide and maintain additional insurance coverage, at the expense of client.

Article 13: Suspension and Termination

Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.

Article 14: Indemnification and Limitation of Liability

To the fullest extent permitted by law, Consultant shall indemnify Client, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Consultant or Consultant's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

To the fullest extent permitted by law, Client shall indemnify Consultant, its officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of Client or Client's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement.

Article 15: Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Article 16: Environmental Conditions

It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). Further, Consultant has no responsibility for the handling, identification, remediation, or presence of any hazardous materials at the site.

Article 17: Controlling Law

This Agreement shall be governed by the laws of the State of New Hampshire.

Article 18: Successors and Assigns

Client and Consultant each binds itself, its partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither Client nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other party hereto.

Nothing in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of the services of this Agreement.

Article 19: Severability

If any of the terms and conditions of this agreement are deemed unenforceable or invalid, in whole or in part, by judgment or order of a court, that shall not affect the remaining terms and conditions of the Agreement and they shall remain in full force and effect.

Article 20: Waiver of Provisions

Non-enforcement of any provision of this Agreement by Client or Consultant shall not constitute a waiver of that provision; and non-enforcement shall not prohibit subsequent enforcement of the provision or any other provision of the Agreement.

ACCEPTANCE

For Hoyle, Tanner & Associates, Inc.:



Josif Brnja, PE – Vice President

April 7, 2023
(Date)

For The Town of Amherst

PLEASE PROCEED WITH THE PROJECT AS INDICATED.

(Name)

(Date)

(Title)

EXHIBIT A
Scope of Services

Bridge and Culvert Assessment Phase

Consultant shall:

- I-1. Obtain and review existing data (plans, reports, etc.) for 12 Town-Owned bridges open to traffic from NHDOT and Client records. Obtain and review available culvert data (hydrologic information, culvert geometry, etc.) from the “New Hampshire Stream Crossing Initiative” and Client records for 16 Town-Owned culverts with locations provided to Hoyle Tanner by the Town. Conduct internal kick-off meeting.
- I-2. Perform a site visit to select Town-Owned Bridges and culverts (See Assumption A-4) to observe the overall condition of the structures and obtain existing data not available in the NHDOT inspection reports, the “New Hampshire Stream Crossing Initiative”, or Client records (site constraints & features, field measurements, photography, etc.).
- I-3. Process, organize, and review field notes, photographs, and bridge / culvert data. Draft initial assessments for each structure and develop initial priority rankings.
- I-4. Identify maintenance, rehabilitation or replacement priorities for each bridge / culvert and prepare a concept-level estimate of probable cost for the activity proposed for each structure.
- I-5. Summarize the information determined in the initial bridge and culverts assessments, and Tasks I-3 through I-4, in a draft Assessment Letter Report for submission to the Town for review and comment.
- I-6. Prepare a draft Bridge and Culvert Maintenance Plan which will include recommended maintenance activities and scheduling to be completed by town forces. Specific recommendations for all 14 Town-Owned Bridges which are not bypassed will be included. The report will also include generic recommendations for all town-owned culverts.
- I-7. Attend one meeting with the Town to review the draft Assessment Letter Report and draft Bridge and Culvert Maintenance Plan.
- I-8. Finalize the Assessment Letter Report and the Bridge and Culvert Maintenance Plan for submission to the Town.
- I-9. Prepare a Project Specific Quality Assurance Plan for the project in accordance with Hoyle Tanner’s Quality Control Plan.
- I-10. Provide overall project management including scheduling, client coordination and allocation of resources.

Assumptions

- A-1. Observations of the bridges and culverts will be visual only and limited to easily accessible areas. No specialized equipment such as scaffolding, boats, inspection trucks, submersible cameras, pole cameras, etc., will be required. Observations will be limited to structural components readily accessible from land, by use of ladders, or in the channel by use of waders.
- a. It is assumed that the underside of the bridge structures will be accessible for observation. Should access to the bridges be impeded due to construction activities or other unforeseen conditions, the proposed schedule outlined herein may require adjustment.
 - b. It is assumed that the culverts will be inspected during periods of low flow. Portions of the culverts below the water surface elevation may not be visible based on the water clarity and depth. Should access to the culverts be impeded due to construction activities, high water, or other unforeseen conditions, the proposed schedule outlined herein may require adjustment.
- A-2. The bridges and roadways over culverts will remain open to traffic during our site observations.
- A-3. Underwater observations of the accessible portions of the abutments will not be necessary.
- A-4. Observation of bridges and culverts will be limited to three working days for a two-person observation team (24 hours per inspector for a total of 48 hours). Consultant will observe the following select bridges and culverts. This list is based on criteria such as age of the structure, Hoyle Tanner's past observations and experience with the structure, and importance to the Town (e.g., roadways near schools, emergency response locations, average daily traffic, etc.).
- Amherst 063/118 – Brook Road over Joe English Brook
 - Amherst 087/129 – Horace Greeley Road over Joe English Brook
 - Amherst 093/153 – Camp Road over Baboosic Brook
 - Amherst 109/190 – New Boston Road over Beaver Brook
 - Amherst 116/091 – New Boston Road over Beaver Brook
 - Amherst 124/087 – Boston Post Road over Beaver Brook
 - Amherst 132/098 – Boston Post Road over Beaver Brook
 - Amherst 160/105 – Boston Post Road over Beaver Brook
 - Amherst 177/108 – Merrimack Road over Beaver Brook
 - Amherst 193/130 – Boston Post Road over Souhegan River
 - 82 Amherst Street Culvert
 - 28 Thornton Ferry Road II Culvert
 - Thornton Ferry Road II / Green Meadow Golf Club Culvert
 - 168 Mack Hill Road Culvert
 - Upham Road at Brad Knight Property Culvert
 - Northern Boulevard Culvert

Should Consultant observe the above bridges and culverts within the budgeted 48 hours, Consultant shall observe as many of the following structures until 48 hours of observation are met. Consultant will observe structures in the following order of priority.

- Lynch Farm Road Culvert
- 3 Fairway Drive Culvert
- 6 Dodge Road Culvert

- 29 Austin Road Culvert
- 15 Aglipay Drive Culvert
- 13 Nathaniel Drive Culvert
- 64 Dodge Road Culvert
- 69 Walnut Hill Road Culvert
- Amherst 060/158 – Horace Greeley Road over Pulpit Brook
- Amherst 134/100 – Manchester Road over Beaver Brook

Bridges 112/071 - Mont Vernon Road over Caesars Brook and 145/106 - Thornton Ferry Road I over Beaver Brook will not be visually observed or included in the Assessment Letter Report since these are scheduled for replacement in 2023 and 2024 respectively. However, recommendations for bridge maintenance will be included in the Bridge and Culvert Maintenance Plan for the replacement bridges.

Culverts at 75 Spring Road and 64 Stearns Road are not included in this scope. These culverts have been recently observed by Hoyle Tanner under separate contracts with the Town of Amherst. Evaluation and recommendations will still be included in the “Assessment Letter Report”.

- A-5. Recommended maintenance, rehabilitation or replacement activities will be based on current environmental regulations and guidelines.
- A-6. The following services are not required for this project: structural analysis, subsurface investigation, preparation of design drawings/plans, contract documents and/or specifications; bid phase services; permitting; and construction phase engineering services. Hoyle Tanner can prepare a fee amendment for these services as requested based on the results of the Assessment Letter Report.
- A-7. Field topographic survey and/or creation of existing condition base plans is not required and will not be performed. Hand sketches will be prepared during site visits to the bridges and culverts, as necessary, to document measurements and observations.
- A-8. Hydrologic and/or hydraulic analyses of the bridges and culverts will not be performed. Recommendations for span length of replacement structures over water (if replacement is recommended) will be based on current environmental permitting requirements, the estimated bankfull width of the waterbody, and Hoyle Tanner’s experience with similar projects.
- A-9. All draft and final copies of reports will be emailed to the Client in pdf format.

Project Specific Client Responsibilities

- CR-1. Provide Hoyle Tanner with available information for each structure such as plans, reports, and maintenance or repair records.

**Exhibit B
INSURANCE**

Consultant has the following Insurance coverages:

| | | | | |
|----|--|----|------------|---------------------------------------|
| a. | Workers' Compensation and | \$ | 1,000,000 | Each Accident |
| | Employers' Liability | \$ | 1,000,000 | Disease-Each Employee |
| | | \$ | 1,000,000 | Disease-Policy Limit |
| b. | General Liability | \$ | 1,000,000 | Each Occurrence |
| | Commercial Package | \$ | 2,000,000 | General Aggregate |
| | | \$ | 2,000,000 | Products- Comp/Op Agg |
| | | \$ | 1,000,000 | Personal & Adv Injury |
| | | \$ | 10,000 | Med Exp (any one person) |
| c. | Umbrella | \$ | 10,000,000 | Each Occurrence |
| | | \$ | 10,000,000 | Aggregate |
| d. | Business Auto (Hired and Non-Owned) | \$ | 1,000,000 | Combined Single Limit Per Accident |
| e. | Professional Liability | \$ | 5,000,000 | Per claim |
| | | \$ | 5,000,000 | Annual Aggregate |

EXHIBIT C
Compensation for Services

Client shall pay Consultant for services set forth in Exhibit A and in accordance with the provisions of Article 4 of this Agreement as follows:

Lump Sum Method of Payment

| | | | |
|-------------------------------------|----|---------------|----------|
| Bridge and Culvert Assessment Phase | \$ | <u>38,061</u> | Lump sum |
| Total Compensation | \$ | <u>38,061</u> | |

Consultant shall notify Client if the scope of services changes to the extent that the compensation needs to be adjusted and, if needed, negotiate an appropriate fee adjustment with Client.

Lump sum amounts include compensation for the Consultant's services and the services of the Consultant's subconsultants unless subconsultant fees are specifically identified as separate.

Reimbursable expenses such as transportation, postage, telephone, fax, printing and rental equipment are included in the lump sum amounts unless specifically estimated and identified as separate compensation.

Consultant shall bill Client based on the Consultant's estimate of the percentage of the services completed during the billing period.

**EXHIBIT D
Schedule**

Consultant shall perform the services indicated in Exhibit A in conformance with the following:

Bridge and Culvert Assessment Phase Services I-1 through I-10 8 Weeks*

* From June 12, 2023



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Spring Rd. Culvert Proposal
Meeting Date: April 17, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

On February 23, 2023, a review of bids received for the Spring Rd. culvert repairs by Hoyle Tanner, and the DPW, determined that the proposals were much higher than the engineer's estimate. As such, on March 13, 2023, the BOS voted to allow for negotiations with all respondents in order to determine what cost savings we can achieve. Hoyle Tanner sent bid negotiation letters to all three responsive bidders (Neil H. Daniels, Inc; Northeast Mechanics, LLC; and New England Infrastructure, Inc.) on March 15, 2023. At the time of closing for the negotiation period (4:00pm local time on Thursday March 23, 2023) Neil H. Daniels (low bidder from original bid) was the only company to submit a negotiated bid. Their negotiated bid is \$118,700. This is \$34,300 less than their original bid, for a reduction of 22.4%. The engineer's estimate was \$81,931. By agreeing to close the road for this work, we were able to negotiate savings from flagging costs, and traffic maintenance. We anticipate the road will be closed for three weeks. Traffic will be detoured to Pond Parish/Baboosic Lake Rd.

The repairs to these culverts are critical to avoid a more costly, unanticipated long-term closure. We recommend to award this work to Neil H. Daniels in the amount of \$118,700.

BUDGET IMPACT:

(Include general ledger account numbers)

\$118,700 from the Bridge Repair & Replacement CRF.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

I recommend to award Spring Rd. culvert repair negotiated bid to Neil H. Daniels in the amount of \$118,700.

SUGGESTED MOTION:

I move to award the Spring Rd. culvert repair negotiated bid to Neil H. Daniels in the amount of \$118,700. I further authorize the Town Administrator to sign all related documents.

TOWN ADMINISTRATOR RECOMMENDATION:

I think the Board should discuss whether a "negotiated bid" process is appropriate or whether this should have been rebid with changes to the scope of work.

ATTACHMENTS:

1. Spring Road Notice of Low Bid (Negotiated Bid)
2. award Forms Spring Rd 4-11-23



March 24, 2023

Mr. Eric Slosek
Public Works Director
Town of Amherst
22 Dodge Road
Amherst, NH 03031

Re: Negotiated Bid Summary and Analysis
Spring Road over Unnamed Brook
Hoyle Tanner Project No. 21.919108.00

Dear Eric:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) has reviewed the negotiated bid received for the above-referenced project. As you are aware, Hoyle Tanner and the Town of Amherst (Town) previously reviewed all bids received on February 23, 2023 for the subject project and found that the bid totals were significantly above the Town’s budget. As such, per Section 8.2 of the Town of Amherst Purchasing Policy, the Board of Selectmen voted on March 13, 2023 to allow for negotiations with all responsive bidders.

Hoyle Taner prepared and sent bid negotiation letters to all three responsive bidders (Neil H. Daniels, Inc.; Northeast Earth Mechanics, LLC.; and New England Infrastructure, Inc.) on March 15, 2023. At the time of closing for the negotiation period (4:00 PM local time on Thursday March 23, 2023) only Neil H. Daniels (the low bidder from the original bid) submitted a negotiated bid as shown below.

Engineers Estimate:

| | | |
|---------------------------------|---|-----------|
| Hoyle, Tanner & Associates Inc. | <u>Total Estimate with Contingency:</u> | \$81,931 |
| Neil H. Daniels, Inc. | <u>Total Negotiated Bid:</u> | \$118,700 |

This negotiated cost is \$34,300 less than their original bid of \$153,000 (or a reduction of 22.4%). Timely repair of the Spring Road Culvert Headwalls is required to prevent further roadway sideslope erosion and potential undermining of the guardrail and roadway pavement. Based on conversations with the Town, we understand that this negotiated bid is within the Town’s available budget for this project. As such, we recommend that the Town award the project to Neil H. Daniels, Inc.

If you have any questions or need further information, please feel free to contact me at (978) 795-4402.
Sincerely,

HOYLE TANNER


Joseph C. Ripley, PE
Project Manager

Enclosures

March 15, 2023

Mr. Matthew Belden
Neil H. Daniels, Inc.

**Re: Culvert Rehabilitation - Spring Road Over Unnamed Brook, Town of Amherst, NH
Bid Negotiations**

Dear Matt:

The Town of Amherst has reviewed all bids received on February 23, 2023 for the subject project and has found that the bid totals are significantly above the Town's budget. As such, per Section 8.2 of the Town of Amherst Purchasing Policy, the Board of Selectmen voted on March 13, 2023 to allow for negotiations with all responsive bidders.

As a basis for negotiations, the Town of Amherst has elected to make the following changes to the Contract:

- The Town of Amherst will close Spring Road at the culvert location for a total of 3 weeks.
- The Town of Amherst will erect detour route signage and maintain the detour route.
- The Contractor shall be responsible for providing traffic control devices to secure the project site including but not limited to, portable concrete barriers for traffic control and type III barricades.

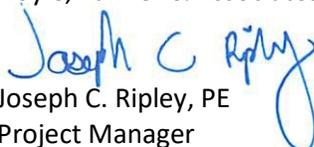
Accounting for the above changes to the Contract, the Town is extending to all responsive bidders the opportunity to provide new unit pricing for the following items:

- Item 618.7 - Flagger
- Item 619.1 - Maintenance of Traffic
- Item 692. - Mobilization

If you are willing to amend your bid, please complete the form on the following page and submit it to Joseph C. Ripley, PE at jripley@hoyletanner.com by 4:00 PM local time on Thursday March 23, 2023. Forms received after this time will be considered non-responsive and will not be opened.

Should you require additional information, please contact me at (978) 795-4402 or via email at jripley@hoyletanner.com.

Sincerely,
Hoyle, Tanner & Associates, Inc.



Joseph C. Ripley, PE
Project Manager

Enclosure(s)

cc: E. Slosek – Amherst, NH DPW Director

**Culvert Rehabilitation - Spring Road Over Unnamed Brook, Town of Amherst, NH
Bid Negotiations**

BID NEGOTIATION FORM

PART A – MODIFIED BASE BID

Neil H. Daniels, Inc. Base Bid (Without Items 618.7, 619.1, and 692.): \$81,800

PART B - NEGOTIATED ITEM BID SCHEDULE

| ITEM NO. | ITEM DESCRIPTION AND UNIT PRICE BID WRITTEN IN WORDS | UNIT | ESTIMATED QUANTITY | UNIT PRICE DOLLARS CTS | TOTAL PRICE DOLLARS CTS |
|----------|---|------|--------------------|------------------------|-------------------------|
| 618.7 | Flaggers, for the unit price per hour of: <u>Twenty Five</u> Dollars (words) and <u>No</u> Cents. | HR | 16 | 25.00 | 400.00 |
| 619.1 | Maintenance of traffic, for the unit price per unit of: <u>Eleven Thousand Five Hundred</u> Dollars (words) and <u>No</u> Cents. | U | 1 | 11,500.00 | 11,500.00 |
| 692 | Mobilization, for the unit price per unit of: <u>Twenty Five Thousand</u> Dollars (words) and <u>No</u> Cents. | U | 1 | 25,000.00 | 25,000.00 |

Total Negotiated Bid Price (Part A plus Part B): \$ 118,700.00

NEGOTIATED BID SUBMITTAL CERTIFICATION

BIDDER hereby submits this Negotiated Bid as set forth above:

Bidder:

Neil H. Daniels, Inc. (d/b/a Daniels Construction)

(typed or printed name of organization)

By:



(individual's signature)

Name:

Matthew Belden

(typed or printed)

Title:

Vice President Structures

(typed or printed)

Date:

March 23, 2023

(typed or printed)

TOWN OF AMHERST

Town Department: DPW

Date: 4/17/2023

Line Item: Bridge Repair & Replacement CRF

Budget Amount: CRF

Bid #: Item: Spring Rd. Culvert Repair

Date Bid To Be Awarded: 4-17-23

| <u>Vendor</u> | <u>Price</u> | <u>Total</u> | <u>Other Considerations</u> |
|-------------------------------------|--------------|--------------|--|
| 1. Neil H. Daniels, Inc. | | 118,700.00 | Original bid was \$153,000. Engineer's |
| 2. Northeast Earth Mechanics, LLC | | 173,935.00 | |
| 3. New England Infrastructure, Inc. | | 333,333.33 | |
| 4. | | | |
| 5. | | | |

Recommend bid be awarded to: Neil H. Daniels, Inc.

Signature of Town Administrator / Date

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

This bid has been posted on Construction Summary; Dodge Data & Analytics; New Hampshire Municipal Association; Associated General Contractor of New Hampshire and the Amherst NH website.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Road work authorization
Meeting Date: April 17, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Spring is upon us and we are eager to finish the work we started last year on Horace Greeley Rd. and Roberge Dr. The work remaining includes installing the final wearing course of asphalt, graveling shoulders, tying in driveways, some roadway milling, etc. Our existing contract with Continental Paving, Inc. was approved by the BOS last Spring and totaled \$1,488,646. The contract was specifically for rebuilding Horace Greeley Rd., Roberge Dr., and overlaying Hubbard Rd. We added additional work to complete the middle section of Amherst Street (Founders Way to Juniper Dr.) in the summer, and were able to stay under the contracted amount with a total expenditure to date of \$1,306,891. The remaining work to finish Horace Greeley Rd. and Roberge Dr. is anticipated to cost \$435,000. An expenditure of \$435,000 would overspend the contract by \$253,245.54. Therefore, we request authorization from the BOS to spend an additional \$253,245 to finish the work on Horace Greeley and Roberge. This would bring the total contract value to \$1,741,891.

Upon completion of the remaining work mentioned above, we will present to the Board a change order to align the contract value with the actual road work expenses to close out the 07-22 contract. Upon completion of the remaining work, we expect to have \$304,192 remaining to spend on roads in FY23. With some uncertainty surrounding the planned micro-surfacing work in FY23 on Spring Rd., there is a possibility we may request further authorization from the BOS this Spring to spend up to an additional \$304,192 on the 07-22 Continental contract. The desire is to spend our road budget to as close to zero as possible by completing planned work.

We have already put the FY24 roadwork out to competitive bid and expect bids to be submitted on April 21, 2023.

BUDGET IMPACT:

(Include general ledger account numbers)

Authorization to spend an additional \$253,245 on the 07-22 road contract. This amount is budgeted for.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to authorize DPW to spend an additional \$253,245 on the 07-22 road contract.

SUGGESTED MOTION:

I move to authorize the DPW to spend an additional \$253,245 on the 07-22 road contract to complete the work remaining for Horace Greeley Rd. and Roberge Dr.

TOWN ADMINISTRATOR RECOMMENDATION:

Agree with doing the work; the BOS should discuss the future planning and implied encumbrances and how that impacts the next fiscal year.

ATTACHMENTS:

1. FY23 Spring road work budget summary 4-11-23

FY23 Roadwork Budget

| | |
|---|---------------------|
| Total Budget : (FY23 Budget + Encumbrance) | \$ 2,046,083 |
| Current Contract Value: | \$ 1,488,646 |
| Less FY23 work completed: | <u>\$ 1,306,891</u> |
| Total Available Under Contract: | \$ 181,755 |
| Estimated Work remaining: | \$ 435,000 |
| Total Amount Requested: (Work Remaining Less Total Available) | \$ 253,245 |
| New Contract Value: | \$ 1,741,891 |
| Estimated FY23 Budget Remaining: (After completion of Hubbard & Roberge) | \$ 304,192 |

Note: Road contract encumbrance money has been spent completely. Remaining money is budget money.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Ambulance Purchase
Meeting Date: April 17, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

Amherst Fire Rescue seeks to purchase an ambulance with the intent of keeping the 2011 ambulance as a spare and for use in a tertiary role. Currently, there is a two-year wait time to receive a new vehicle from any vendor. We have been able to secure a demo from Sugar Loaf Ambulance / Rescue Vehicles. The vehicle is a comparison between two of the leading manufacturers of ambulances. This vehicle includes a power cot, power load system (self-loading) and a stair chair.

BUDGET IMPACT:

(Include general ledger account numbers)

None, as the purchase will be paid for with a portion coming from the use of Impact Fees and Capital Reserve Funds.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

The recommendation is to purchase the available 2022 Medix Ford F-450 Ambulance.

SUGGESTED MOTION:

I move to have the BOS authorize the purchase of the 2022 Medix Ford F-450 ambulance from Surgarloaf Ambulance / Rescue Vehicles for \$322,117.95.

TOWN ADMINISTRATOR RECOMMENDATION:

Would point out that there is not competitive bidding because have the chance to purchase a demo. BOS will need to waive the purchasing policy. The question of whether impact fees can be used should be explored. If you are going to expand the fleet it would seem appropriate but generally impact fees are not used to simply replace vehicles.

ATTACHMENTS:

1. Ambulance Purchase Medix Ford F-450 4.12.2023

Sugarloaf Ambulance Rescue Vehicles, LLC

411 U S Route 2 East
Wilton, ME 04294 US
+1 2072519990
kgstuart@twc.com



Estimate

ADDRESS

Town of Amherst-Amherst Fire
Rescue
177 Amherst St
Amherst, NH 03031

ESTIMATE # 1097

DATE 03/15/2023

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|------------------------------------|--|-----|------------|------------|
| 03/15/2023 | Medix Ambulance | 2022 Medix Ford F-450 Type I Ambulance | 1 | 248,500.00 | 248,500.00 |
| 03/15/2023 | GRAPHICS | Quote for graphics to be done at Northeastern Emergency Vehicles to match existing Amherst Fire Department Ambulance fleet | 1 | 5,682.00 | 5,682.00 |
| 03/15/2023 | Stryker Power load Assembly | 639005550001 Complete System INSTALLED -- Will be installed at customers station unless specified. This price includes mounting hardware, wiring connections, backing plates and spacers needed for job. | 1 | 34,711.04 | 34,711.04 |
| 03/15/2023 | Power-PRO XT | Model number: 6506 Our industry-leading powered ambulance cot assists in lifting and lowering the cot. Innovative battery-powered hydraulic system raises and lowers the cot at the touch of a button Easy-to-use manual back-up system Retractable head section enables navigation in tight spaces in any height position Automatic high-speed retract feature | 1 | 28,787.00 | 28,787.00 |

PLEASE MAKE PAYMENT TO
SUGARLOAF AMBULANCE RESCUE VEHICLES, LLC
26 MORRIS STREET
SANFORD MAINE 04073

| DATE | ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|------------|---|---|-----|----------|----------|
| 04/12/2023 | Stryker Stair-PRO Model 6252 | XPS Siderails Steer-Lock SMRT Battery Kit Stryker Quote # 10673804 | 1 | 4,437.91 | 4,437.91 |

| | |
|--------------|---------------------|
| SUBTOTAL | 322,117.95 |
| TAX | 0.00 |
| TOTAL | \$322,117.95 |

Accepted By

Accepted Date

PLEASE MAKE PAYMENT TO
SUGARLOAF AMBULANCE RESCUE VEHICLES, LLC
26 MORRIS STREET
SANFORD MAINE 04073

GREENWOOD EMERGENCY VEHICLES, LLC

530 John Dietsch Boulevard
North Attleboro, Massachusetts 02763
(508) 695-7138

HORTON AMBULANCE PROPOSAL

DATE: **12/10/2021**

THIS PROPOSAL HAS BEEN PREPARED FOR:

AMHERST FIRE DEPARTMENT

WE HEREBY PROPOSE TO FURNISH TO YOU, SUBJECT TO PROPER EXECUTION OF THE ATTACHED AGREEMENT BY YOU AND BY AN OFFICER OF THIS COMPANY, THE FOLLOWING VEHICLE AND EQUIPMENT TO BE BUILT IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS:

QUANTITY: **1**

MODEL: **2022 HORTON CHEVROLET 5500 4X4 AMBULANCE**

PRICE: **\$289,268.00**

*Includes: MedVault, FireTech Brow Lights, \$10,000 Mounting Allowance, Lettering, Plymovent Exhaust, and prep, delivered.

STRYKER EQUIPMENT: **\$46,615.00**

*Includes: Stryker Powerload System Installed, Stryker XT-PRO Cot, and Stryker 6252 Stair Chair.

TOTAL WITH STRYKER EQUIPMENT: **\$335,883.00**

ADD OPTION: Stryker PRO- CARE Warranties available for Powerload, Cot, Stair Chair - \$13,794.00.

DELIVERY WILL BE **F.O.B. AMHERST FIRE DEPARTMENT** AND WILL BE MADE APPROXIMATELY **375 DAYS** AFTER RECEIPT AND PROPER EXECUTION OF THE ATTACHED AGREEMENT BY BOTH PARTIES. EQUIPMENT MOUNTING AND LETTERING TO BE COMPLETED AT GREENWOOD EMERGENCY VEHICLES UPON COMPLETION.

THIS PROPOSAL SHALL EXPIRE UNLESS ACCEPTED WITHIN **THIRTY (30) DAYS** AND MAY BE EXTENDED, IN WRITING, AT THE DISCRETION OF THE COMPANY.

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID OR PROPOSAL HAS BEEN MADE AND SUBMITTED IN GOOD FAITH AND WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS CERTIFICATION, THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, BUSINESS, PARTNERSHIP, CORPORATION, UNION, COMMITTEE, CLUB OR OTHER ORGANIZATION, ENTITY OR GROUP OF INDIVIDUALS.

GREENWOOD EMERGENCY VEHICLES, LLC

Lorna Marcoux

LORNA MARCOUX, DIRECTOR OF SALES AND MARKETING

TOWN OF AMHERST

Town Department: Fire Rescue

Date: 04/12/2023

Line Item:

Budget Amount: \$

Bid #: **Item:** Type I Ambulance

Date Bid To Be Awarded: Sugarloaf Vehicles

VENDOR Name and Address

PRICE/UNIT
Interest Rate

TOTAL

\$322,117.95

Sugarloaf Ambulance / Rescue Vehicles
411 US Route 2 East
Wilton ME 04294

Recommend bid be awarded to: Sugarloaf Ambulance / Rescue Vehicles

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: Deputy Warden Appointments
Meeting Date: April 17, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

The Division of Forest & Lands is responsible for the enforcement of the Outdoor Burning Rules & Regulations for the State of NH. To assist with the enforcement of the Rules & Regulations, they have it that each community has a Warden and Deputy Wardens to do so. In order for the Division to appoint the positions, they first need to obtain the signature of the Town Administrator and two members of the Board of Selectmen. I have provided you with the forms for signatures

BUDGET IMPACT:

(Include general ledger account numbers)

There isn't an impact to the budget.

POLICY IMPLICATIONS:

There are no implications to a policy.

DEPARTMENT HEAD RECOMMENDATION:

For the BOS to move forward with the confirmation process to get Deputy Chief's Olsen and Hevey appointed as Deputy Wardens of the NH Division of Forest & Lands.

SUGGESTED MOTION:

I move to approve the appointments of Deputy Chiefs Roy Olsen and Kevin Hevey to Deputy Wardens of the NH Division of Forest & Lands for the Town of Amherst.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. Deputy Warden Appointments Olsen & Hevey



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Lending of a Fire Engine
Meeting Date: April 17, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

We have been approached by the Bow Fire Department requesting the lending of Amherst Engine 3. They are a department that has two Engines to respond to calls and one of them will be out of service for a period of up to two weeks. We have done this in the past as both a provider and recipient.

BUDGET IMPACT:

(Include general ledger account numbers)

None

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

The recommendation is to loan Amherst Engine 3 to the Town of Bow, NH.

SUGGESTED MOTION:

I move for the BOS to authorize Amherst Fire Rescue to lend the Fire Engine to the Town of Bow, NH for a period of two weeks beginning on Tuesday, April 18, 2023 through Tuesday, May 2, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

No objection but not sure if the BOS has concerns.

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Department: Assessing

Meeting Date: April 17, 2023

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Elderly Exemption

Item A. The applicant has applied for an Elderly Exemption under RSA 72:39-a, which meets the income and asset limits and qualifies for the exemption.

Suggested Motion:

The Assessor has reviewed the application for an Elderly Exemption under RSA 72:39-a and recommends approval. Therefore, I move to approve the Elderly Exemption for Map 006, Lot 040-000 commencing in Tax Year 2023.

Veteran Tax Credit

Item B. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2023 tax year.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends approval. Therefore, I move to approve the Veteran Tax Credit for Map 006, Lot 104-014 commencing in Tax Year 2023.

Item C. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2023 tax year. There are two qualifying veterans who reside at this address, which allows them to receive multiple tax credits on this property.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends approval. Therefore, I move to approve the Veteran Tax Credit for Map

006, Lot 104-014 commencing in Tax Year 2023.

Item D. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2023 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 tax year 2023 for Map 005, Lot 160-001

Item E. I have reviewed the attached Veteran Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2023 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 tax year 2023 for Map 004, Lot 052-002.

Item F. I have reviewed the attached All-Service Veterans' Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28-b for the 2023 tax year.

Suggested Motion:

The attached application has been reviewed by our Assessor and our Assessor recommends approval. Therefore, I move to approve the All-Service Veterans' Tax Credit for Map 009, Lot 011-010 commencing in Tax Year 2023.

Service-Connected Total Disability Tax Credit

Item G. I have reviewed the attached Service-Connected Total Disability Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:35 for the 2023 tax year.

Suggested Motion:

The Assessor has reviewed the application for the Service-Connected Total Disability Tax Credit under RSA 72:35 and recommends approval. Therefore, I move to approve the Service-Connected Total Disability Tax Credit for Map 006, Lot 104-014 commencing in tax year 2023.

Solar Exemption

Item H-1. I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$15,000 for Map 005, Lot 111-008 commencing in tax year 2023.

Item H-2. I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$20,000 for Map 005 Lot160-001 commencing in tax year 2023.

Item H-3. I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$10,000 for Map 008 Lot 008-001 commencing in tax year 2023.

Item H-4. I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$15,000 for Map 008 Lot 008-000 commencing in tax year 2023.

Item H-5. I have reviewed the attached SOLAR EXEMPTION Application provided and the applicant qualifies for the Tax Credit under RSA 72:62 for the 2023 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$20,000 for Map 010 Lot 073-000 commencing in tax year 2023.

Land Use Change Tax

Item I. This is a Land Use Change Tax Release for Map 004, Lot 122-000 no longer qualifies for Current Use due to lack of the 10 acre minimum and sale to qualify for current use assessment. Please be advised RSA 79-a:7 allows the municipalities to use the equalized assessed value as a basis for the Land Use Change Tax. In this case, the assessed value is $\$135,500 / .8 = \$168,800$.

Suggested Motion:

The Assessor recommends approving the release of Map 004, Lot 122-000 from Current Use and issue the land use change tax in the amount of \$16,880.00. Therefore, I move to approve the Land Use Change Tax in the amount of \$16,880.00 for Map 004, Lot 122-000.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Confidential
2. Item B Confidential
3. Item C Confidential
4. Item D Confidential
5. Item E Confidential
6. Item F Confidential
7. Item G Confidential
8. Item H-1 - H-5 Confidential
9. Item I Confidential



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

Title: Use of Town Common, Memorial
Day Parade 5/26/23 5-7pm

Department: Administration

Meeting Date: April 17, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the use of the Town Common and closure of Boston Post Road between the intersections of Carriage and Foundry on Friday May 26 from 5-7pm for the Annual Memorial Day Parade, organized by Teresa Grella.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. Town Common Use application, Theresa Grella Memorial Day Parade - signed

TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Town of Amherst Contact Name: Theresa Grella

Contact Phone Number: 603-320-3300 Contact e-mail: tgrella@msn.com

Date of Event: 5/26/23 Hours (from/ to): 5-7 Number of est. participants: _____

Will you need Electricity? no If so, for what? _____

Wish to bring anything onto the Commons? IF so, what? no

Wish to drive anything onto the Commons? no

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? _____

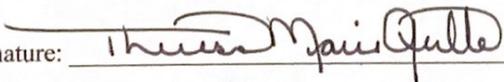
Request road closures? (Please identify intersections) Boston Post at Carriage & Boston Post at Foundry

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) no

Brief Description of event.:
Memorial Day Parade

Requirements: By signing this document, I agree to abide by all applicable requirements.

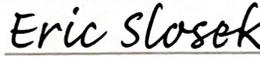
1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature:  Date: 4-5-2023

This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.

Chief of Police Approval: Signature  Date: 4/7/23
Mark O. Reams (Apr 6, 2023 11:17 EDT)

Fire/ Rescue Chief Approval: Signature  Date: 4/6/23
Matthew Conley (Apr 6, 2023 11:25 EDT)

Public Works Director Approval: Signature  Date: 4-6-23

BOS Approval: Chair's Signature _____ Date: _____

Contact Name Theresa Grella, Memorial Day Parade

Final Audit Report

2023-04-06

| | |
|-----------------|--|
| Created: | 2023-04-06 |
| By: | Jennifer Stover (jstover@amherstnh.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAZE4EEQy6QglAMMI5uEAAfoNz0jUxbQeJ |

"Contact Name Theresa Grella, Memorial Day Parade" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2023-04-06 - 3:08:22 PM GMT
-  Document emailed to mreams@amherstnh.gov for signature
2023-04-06 - 3:08:42 PM GMT
-  Email viewed by mreams@amherstnh.gov
2023-04-06 - 3:16:58 PM GMT
-  Signer mreams@amherstnh.gov entered name at signing as Mark O. Reams
2023-04-06 - 3:17:29 PM GMT
-  Document e-signed by Mark O. Reams (mreams@amherstnh.gov)
Signature Date: 2023-04-06 - 3:17:31 PM GMT - Time Source: server
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2023-04-06 - 3:17:34 PM GMT
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)
2023-04-06 - 3:24:40 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)
Signature Date: 2023-04-06 - 3:25:26 PM GMT - Time Source: server
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2023-04-06 - 3:25:34 PM GMT
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2023-04-06 - 6:16:45 PM GMT

 Document e-signed by Eric Slosek (eslosek@amherstnh.gov)

Signature Date: 2023-04-06 - 6:17:14 PM GMT - Time Source: server

 Agreement completed.

2023-04-06 - 6:17:14 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Use of Town Common, Second Annual Amherst German Christmas Market

Department: Administration

Meeting Date: April 17, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the use of the Town Common on Saturday December 9 for the Amherst German Christmas Market with time for set-up and clean-up between Friday December 8 through Monday December 11. If there is inclement weather, permission is given for the same schedule the following weekend, December 15th-18th.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Lindsay Buchanan - TOWN COMMON USE APPLICATION 2023_ (002) - signed by dept heads

**TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST**

Completed form must be submitted to the Administration Department four (4) weeks before the event in order to obtain Board of Selectmen approval. This request is for use of any Town Common land.

Organization Name: Amherst German Christmas Market Contact Name: Lindsay Buchanan

Contact Phone Number: 603-320-4959 Contact e-mail: LindsayBuchanan22@gmail.com

Date of Event: Dec. 9, 2023. Rain Date: Dec 16. Set up the day before. clean up the day after. Hours (from/ to): 10am-7pm Number of est. participants: ~ 8,000

Will you need Electricity? Yes If so, for what? Christmas lights. musicians. vendor booth

Wish to bring anything onto the Commons ? IF so, what? Vendors' tents, large tent, Christmas lights.

Wish to drive anything onto the Commons? No

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? Yes

Request road closures? (Please identify intersections) Middle St. between Main St. and Church St., and School Street between Church St. and Brick School

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) Yes

Brief Description of event.:

Outdoor Christmas market. Vendor tents: crafts and food on green. Food trucks on the street. Large event tent (set up Friday, taken down Sunday or Monday) to house Santa, musicians, tables. Use of stage from DPW (Christmas tree lighting is the night before).

Requirements: By signing this document, I agree to abide by all applicable requirements.

1. NO ALCOHOL SALES OR CONSUMPTION are allowed.
2. The Common must be left in the same or better condition than prior to event. Trash removal is the responsibility of the Event Organizer.
3. If damage occurs to any town property, please notify DPW (603) 673-2317.
4. Groups who are granted permission must abide by all Town of Amherst ordinances pertaining to public property and all related NH RSAs as well as all state fire and safety rules and regulations at all times during use of the property.
5. The Town of Amherst or any of its designees are not responsible for any injuries occurring to participants during the course of activities during use of the property.

Applicant Signature: Lindsay Buchanan Date: 3-29-23

This application must be signed off by all Department Heads below before going before the Board of Selectmen for consideration and approval. Events held for the first time require attendance of a representative at the Board meeting.

Chief of Police Approval: Signature Mark O. Reams Date: Apr 4, 2023
Mark O. Reams (Apr 4, 2023 13:42 EDT)

Fire/ Rescue Chief Approval: Signature Matthew Conley Date: Apr 4, 2023
Matthew Conley (Apr 4, 2023 15:46 EDT)

Public Works Director Approval: Signature Eric Slosek Date: Apr 4, 2023

BOS Approval: Chair's Signature _____ Date: _____

Lindsay Buchanan - TOWN COMMON USE APPLICATION 2023_ (002)

Final Audit Report

2023-04-04

| | |
|-----------------|---|
| Created: | 2023-04-04 |
| By: | Jennifer Stover (jstover@amherstnh.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAQIQE-H8OeVnbevNlzc8GA4gkB2GqqARe |

"Lindsay Buchanan - TOWN COMMON USE APPLICATION 2023_ (002)" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2023-04-04 - 5:40:37 PM GMT
-  Document emailed to mreams@amherstnh.gov for signature
2023-04-04 - 5:40:58 PM GMT
-  Email viewed by mreams@amherstnh.gov
2023-04-04 - 5:42:11 PM GMT
-  Signer mreams@amherstnh.gov entered name at signing as Mark O. Reams
2023-04-04 - 5:42:24 PM GMT
-  Document e-signed by Mark O. Reams (mreams@amherstnh.gov)
Signature Date: 2023-04-04 - 5:42:26 PM GMT - Time Source: server
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2023-04-04 - 5:42:28 PM GMT
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)
2023-04-04 - 5:46:26 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)
Signature Date: 2023-04-04 - 5:46:44 PM GMT - Time Source: server
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2023-04-04 - 5:46:45 PM GMT
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2023-04-04 - 6:14:00 PM GMT

 Document e-signed by Eric Slosek (eslosek@amherstnh.gov)

Signature Date: 2023-04-04 - 6:14:42 PM GMT - Time Source: server

 Agreement completed.

2023-04-04 - 6:14:42 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.



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

Title: Hawkers, Peddlers & Vendors
Permit: Jakob Norris, Wicked Tasty LLC

Department: Administration

Meeting Date: April 17, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 0084_001

DATE RECEIVED 3-30-2023

TOWN OF AMHERST
APPLICATION FOR HAWKERS, PEDDLERS & VENDORS PERMIT

NAME OF APPLICANT Jakob Norris DOB 01/18/1992

RESIDENCE ADDRESS 38 Brook TOWN Nashua

PHONE NO (603) 479 8834

LENGTH OF TIME AT THIS ADDRESS 3 years

PREVIOUS ADDRESS IF ABOVE IS LESS THAN THREE YEARS _____

PHYSICAL DESCRIPTION:

HEIGHT 5'5 WEIGHT 185 HAIR Brown EYES Hazel

NAME, ADDRESS OF PERSON, FIRM, OR CORPORATION OR ASSOCIATION WHOM APPLICANT IS EMPLOYED BY OR REPRESENTS:

NAME Wicked Tasty LLC

ADDRESS 38 Brook st. Nashua, NH 03060

PHONE NO. 603-479-8834 LENGTH OF EMPLOYMENT/REPRESENTATION 1 year - owner

NAME, ADDRESS OF EMPLOYER DURING PAST THREE YEARS, IF OTHER THAN PRESENT EMPLOYER:

NAME _____

ADDRESS _____

HAWKERS & PEDDLERS STATE LICENSE NO. 2022-443 EXP. DATE 10/10/23
(REQUIRED)

DESCRIPTION OF PRODUCT AND METHOD/LOCATION OF SALE
Food Vending Truck

NOTE: IF YOU ARE AT A LOCATION, OTHER THAN YOUR OWN, YOU NEED WRITTEN PERMISSION FROM THE PROPERTY OWNER GIVING YOU AUTHORIZATION TO BE ON HIS/HER PROPERTY.

PERIOD OF TIME FOR WHICH PERMIT IS APPLIED April 2023 - December 2023

DATE OR APPROXIMATE DATE OF LATEST PREVIOUS APPLICATION FOR PERMIT UNDER THIS ORDINANCE, IF ANY _____

HAS A PERMIT ISSUED TO THE APPLICANT UNDER THIS ORDINANCE EVERY BEEN REVOKED?
YES _____ NO X

HAS THE APPLICANT EVER BEEN CONVICTED OF A MISDEMEANOR OR A FELONY UNDER THE LAWS OF THIS STATE OR ANY STATE OR FEDERAL LAWS OF THE UNITED STATES?
YES _____ NO X

IN THE EVENT THAT THE PRODUCT WHICH IS THE SUBJECT OF THE APPLICATION IS A PERISHABLE OR A FOOD COMMODITY, THE APPLICANT IS DIRECTED TO THE STATE OF NEW HAMPSHIRE PUBLIC HEALTH DEPARTMENT FOR APPROVAL OF THE PROPOSED OPERATION AND CERTIFICATION FROM SAID PUBLIC HEALTH DEPARTMENT THAT THE PROPOSAL MEETS STATE HEALTH REGULATIONS.

THE APPLICANT WILL BE REQUIRED TO PRESENT DETAILS OF THE OPERATION SUCH AS THE LOCATION FROM WHICH THE SALES WILL BE CONDUCTED, HOURS OF OPERATION, DATES OF OPERATION, AS WELL AS A CERTIFICATION THAT THE PROPOSAL HAS BEEN REVIEWED BY THE CHIEF OF POLICE AND THAT THE APPLICANT HAS COMPLIED WITH ANY REQUESTS BY THE CHIEF OF POLICE WITH RESPECT TO THE ACCOMMODATION OF PARKING AND/OR TRAFFIC CONSIDERATIONS.

J. Norris
SIGNATURE OF APPLICANT
3/30/23
DATE

REGISTRATION OF HAWKERS AND VENDORS

Jakob Norris whose name is affixed hereto has
been granted a permit to sell Food

in the town of Amherst for the following period: April 2023 - December 2023

subject to the following restrictions: Vending truck
parked @ Birch Park during Amherst
Recreation Department sanctioned events
with prior approval of Director.

Selectman by the Chairman

J. Norris
Applicant
[Signature]
Chief of Police

The State of New Hampshire
Hawker & Peddler State License
Department of State



J. Norris
(not valid unless signed by Applicant)

Date **November 10, 2022**

This certifies that in accordance with RSA Chapter 320

Jakob Norris of **38 Brook St. Nashua, NH 03060**
has filed in this office an application in proper form for a Hawker & Peddler's
State License.

A license is hereby granted to the said **Jakob Norris** to sell, throughout the state, any goods, wares and
merchandise, the sale of which is not prohibited by the laws of this state.

Date of Birth **01/18/1992** Height **5'5"** Weight **185**

Color of Hair **Brown** Color of Eyes **Hazel**

Distinguishing Characteristics **Bald, tattoos**

License Number **2022-443**

This License Expires **November 10, 2023**

E. Hennessy
Deputy Secretary of State

This license may be laminated



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Payroll, AP and Minutes
Meeting Date: April 17, 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 \$222,314.94 dated April 6, 2023, subject to review and audit.

Accounts Payable

AP1 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$35,336.15 dated April 4, 2023, subject to review and audit. (NH DMV)

AP2 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$539,696.01 dated March 28, 2023, subject to review and audit. (Vendors)

AP3 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$50,000.00 dated March 31, 2023, subject to review and audit. (Vendors)

AP4 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$348,033.84 dated April 11, 2023, subject to review and audit. (Vendors)

AP5 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$2,981,009.00 dated April 3, 2023, subject to review and audit. (Schools)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of April 3, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2023.04.03 BOS_DRAFT_dp



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, April 3, 2023, 6:30PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Grella, and Selectman Danielle Pray
3 Also present: Town Administrator Dean Shankle, and Kristan Patenaude, Recording Secretary
4

5 1. Call to Order

6 Chairman Peter Lyon called the meeting to order at 6:00 p.m.
7

8 2. Pledge of Allegiance – led by Fire Chief Conley. 9

10 3. Citizen's Forum

11 None at this time.
12

13 4. Scheduled Appointments

14 4.1 Lindsay Buchanan, Amherst German Christmas Market Event planning 15 for 2023 16

17 Lindsay Buchanan stated that last year's German Christian Market event had a much larger
18 turnout than expected and the request is to hold this event again this year, in conjunction with
19 the Amherst Tree Lighting weekend events. This will be coordinated with the Tree Lighting
20 Committee.
21

22 Chairman Lyon noted that he heard concern about the spacing of the tents last year. Ms.
23 Buchanan explained that the tents were positioned based on the amount of people expected.
24 This year, the tents will be more appropriately positioned.
25

26 Ms. Buchanan explained that the request is to allow for limited setup on the Friday before the
27 event. Cleanup will occur on Sunday after the event, with one remaining large tent to be
28 picked up on Monday. She also requested a rain date, one week later. Ms. Buchanan explained
29 that the event had a large issue with an internet connection last year. She asked about the
30 possibility of a wi-fi connection for the Green for certain large events. Chairman Lyon stated
31 that staff will contact Microtime to ask about options.
32

33 Ms. Buchanan also asked about additional communication, as some Village residents were
34 surprised last year on the day of the event. Chairman Lyon stated that the event could be
35 included in the newsletter that is drafted by Selectman Pray and also included on the new
36 sandwich board that the Town uses to advertise for certain events.
37

38 Ms. Buchanan asked about a Town checklist for events, similar to that used by Pumpkinfest in
39 Milford. She noted that she would work on drafting a list for review.

40
41 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to set an*
42 *event date of December 9th, with a rain date of December 16th, for the Amherst German*
43 *Christmas Market event for 2023, with the option for assembly/disassembly the day*
44 *before/after, and additionally the Monday following each date, conditioned on approval of*
45 *these dates by Department Heads.*
46 *Voting: 5-0-0; motion carried unanimously.*

47 48 **5. Administration**

49 **5.1. Administrative Updates**

50 Town Administrator Shankle noted that Theresa Grella is requesting a Memorial Day event to
51 be held May 26th, starting approximately at 5pm on the Village Green, with a
52 parade/ceremony occurring at 6pm.

53
54 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
55 *approve the annual Memorial Day parade and ceremony on Friday, May 25th, beginning at*
56 *5pm, conditioned on approval of the date by Department Heads.*
57 *Voting: 4-0-1; motion carried [T. Grella abstaining.]*

58
59 Town Administrator Shankle stated that he does not have a PFAS study update from the State
60 yet. He noted that work is being done on the five protest petitions submitted for the petition
61 warrant article. As the five petition warrant articles only passed by between 50%-60%, these
62 protest petitions now require review. He has requested that NRPC review these protest
63 petitions, along with a legal review. It is unclear when this will be complete.

64
65 Town Administrator Shankle read into the record a purchase of land press release:
66 *Pursuant to an initiative of the Amherst Conservation Commission and using the Town's 2021*
67 *Town Meeting bond authorization, Town Administrator Dean Shankle has signed a purchase*
68 *and sale agreement for three contiguous parcels totaling 178 acres in the Baboosic Lake*
69 *Road, Grater Road, and Pond Parish Road area.*

70 *These parcels, which are currently before the Planning Board for a proposed 43-unit*
71 *residential subdivision, represent unfragmented forest habitat linking the Grater Woods*
72 *Conservation lands to the east with the Converse Woods and Pond Parish Forest*
73 *Conservation areas to the west.*

74 *In order to comply with the conditions in the warrant article, it is proposed that these parcels*
75 *be purchased in three separate fiscal years; Lot # 6-2 will be purchased for \$2 million in*
76 *FY2023; Lot # 6-9, \$2 million in FY2024; and Lot # 6-7 for \$1.4 million in FY2025, the total*
77 *purchase price being \$5.4 million. It is anticipated that the Amherst Conservation*
78 *Commission will be committing Conservation Fund monies to this effort.*

79 *The purchase and sale agreement will now go to the Conservation Commission, the Planning*
80 *Board, and the Heritage Commission. After each of those boards reviews and provides*
81 *comments, the Board of Selectmen will hold two public hearings before voting.*

82 *The purchase and sale agreement can be found on the Town website and the discussion of the*
83 *schedule for the process will be taking place at the next Selectmen 's meeting.*

84

85 The Board reviewed the proposed bond schedule.

86

87 Chairman Lyon noted that Mobycon will be attending the Board's May 15th meeting, after its
88 public input session on April 6th. Mobycon will address the Board with its findings and
89 recommendations regarding the Village streets.

90

91 *A MOTION was made by Chairman Lyon and SECONDED by Selectman D'Angelo to request*
92 *that the Conservation Commission, Heritage Commission, and Planning Board review and*
93 *make recommendations regarding the Curran property purchase, as described, and to request*
94 *that meetings on the topic be held as suggested by Town Administrator Shankle.*

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

96

97 Selectman Stoughton explained that the potential developer of the Curran property has an
98 active application before the Planning Board. The Currans have requested that this hearing be
99 continued through the review and approval process of the Town's purchase in this fiscal year.
100 The hearing will then be continued for an additional 1+ years, until the entire purchase by the
101 Town is complete. The Currans have stated that if any/all of the Town's purchase is not
102 completed, they would like the benefit of the current ordinances and regulations while moving
103 through the process with the potential developer.

104

105 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
106 *set Board of Selectmen public hearings for April 24, 2023, and May 8, 2023, at 6:30pm at*
107 *Town Hall, as required by law for the Curran purchase.*

108

109 **Discussion:**

110 Town Administrator Shankle noted that he will need to post notice of the second hearing
111 before the first is held, due to how the dates fall. The first hearing will also be posted in
112 conjunction with a Conservation Commission meeting, as a quorum may be present.

113

114 *Selectman Stoughton AMENDED his motion and SECONDED by Selectman D'Angelo to*
115 *include that the Board of Selectmen directs the Town Administrator to issue any notices for*
116 *these hearings in compliance with the law.*

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

118

119 **5.2 NH Interlocal Trust Renewal, Health Insurance**

120

121 Jennifer Stover, Executive Assistant, stated that the renewal package for NH Interlocal Trust
122 shows a 9.36% increase in premiums.

123

124 *A MOTION was made by Selectman D'Angelo SECONDED by Selectman Stoughton to*
125 *authorize the Town Administrator to sign the renewal.*

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

127

128 **6. Staff Reports**

129

130 **6.1. LED Streetlight Conversion Bids**

130

131 Eric Slosek, DPW Director, stated that the Town received three bids for its LED streetlight
132 conversion RFP. The low bidder was Pine Ridge Technologies (PRT) with a price of \$31,838.
133 The net total cost of their proposal would be \$19,750 after the \$12,088 Eversource rebate. The
134 proposals for Realterm Energy and Affinity LED were \$43,666 and \$52,697 respectively. The
135 corresponding net price after rebates would be \$31,578, and \$39,397. Looking at the initial
136 investment alone, PRT would be the clear choice. However, considering other factors
137 including ROI, service of the installed products, and long-term energy savings, he stated that
138 Affinity LED is the best choice for Amherst. There are several reasons for recommending
139 awarding the contract to Affinity LED. First, Affinity LED provided the most thorough
140 proposal, including important information related to the manufacturing process, availability of
141 fixtures in the future, and the technology that goes into their product. Second, their product is
142 manufactured in Dover, New Hampshire. Third, their product is the only "DLC Premium"-
143 rated product out of the three offerings. The products from Realterm and PRT are rated "DLC
144 Standard". DLC is a rating system used by Eversource to determine the efficiency of the light
145 fixtures. This increased efficiency equates to an annual increase in electrical savings. Beyond
146 four years, the Affinity LED product offers the highest cost savings of the three companies,
147 which continues to compound in future years. Lastly, of the sixty-five LED streetlight
148 conversions completed by the three bidders, 61 or 93.8% of these conversions were completed
149 by Affinity LED. Additionally, neighboring communities including Milford, Brookline, Mont
150 Vernon, Hollis, Merrimack, Bedford, Wilton, and New Boston have all used Affinity LED for
151 their streetlight conversion needs.

152
153 Selectman Stoughton noted that Affinity LED should be sent the Town's ARPA terms and
154 conditions, as the contract will be subject to those items.

155
156 In response to a question from Selectman Stoughton, Eric Slosek stated that Affinity LED has
157 stated that the conversion will take approximately two weeks once the project begins.

158
159 In response to a question from Selectman Pray, Eric Slosek stated that all of the figures given
160 by the bidders are subject to unknown figures from Eversource and other suppliers. These
161 numbers are based on current rates.

162
163 *A MOTION was made by Selectman Stoughton SECONDED by Selectman Grella to award*
164 *the LED streetlight conversion contract to Affinity LED, in the amount of \$52,697; contingent*
165 *on Affinity LED accepting the Town's ARPA terms and conditions. The total net cost after*
166 *rebate will be \$39,397, to be paid for using ARPA funds.*
167 *Voting: 5-0-0; motion carried unanimously.*

168
169 Eric Slosek noted that he has a change order request for the ERV project. The third proposed
170 ERV unit will not be installed in the stairwell at Town Hall, as it is not aesthetically desired at
171 this time. Also, one of the ERV units was vented through a large pipe out the Town Hall roof
172 in the front of the building. This will need to be moved to the rear, with the roof repaired.
173 Finally, it was determined that the ERV systems will need to be balanced by the contractor
174 and not through a third party, leading to approximately a \$3,000 reduction in the overall
175 project price.

176

177 In response to a question from Selectman D'Angelo, Eric Slosek stated that it will cost
178 approximately \$500-\$750 to fix the roof once the pipe is removed.

179
180 *A MOTION was made by Selectman D'Angelo SECONDED by Selectman Grella to approve*
181 *the change order request, as discussed.*

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

183

184 **6.2. Financial - Budget to Actual - March 31, 2023**

185

186 Debbie Bender, Finance Director, stated that the budget has approximately 32% available at
187 this time in the year.

188

189 Selectman D'Angelo stated that he would like for the Board to start considering what will be
190 done with any unspent budget this year.

191

192 **6.3. Ambulance Purchase**

193 Fire Chief Matt Conley stated that, based on the Capital Improvement Plan (CIP) it is time to
194 purchase a new ambulance. Post-COVID the costs have risen considerably. At last estimate,
195 the new ambulance was estimated to cost \$280,000 but this has risen to approximately
196 \$331,000. Vendors were sought for pricing and lead times. Meanwhile a demo was secured
197 from Sugar Loaf Vehicles. The vehicle is a comparison of two of the leading manufacturers of
198 ambulances. This vehicle includes a power cot, power load system (self-loading), and stair
199 chair, items that reduce the risk of injury to staff. The availability of vehicles is little-to-none
200 at this time.

201

202 Selectman Pray asked if this new ambulance will be used to replace an existing one. Chief
203 Conley stated that he would like to leave the fleet at three ambulances to allow for the
204 necessary manpower to answer most, if not all calls, with less need to call for mutual aid.

205

206 Selectman Stoughton noted that the CIP projects a cost for this vehicle at \$280,000. The
207 spreadsheet for this needs to be updated if costs have increased to approximately \$331,000.
208 He noted that it would be justified to spend impact fee funds toward to new ambulance, but he
209 questioned whether to use it for this purchase rather than using it toward the proposed
210 command vehicle purchase instead. In order to use these funds, the correct documentation is
211 needed.

212

213 Selectman D'Angelo asked how many vendors bid on this item. Chief Conley stated that this
214 is essentially a single-source request, based on availability. Selectman D'Angelo noted that
215 there is no additional equipment mentioned in the motion for the Board to address.

216

217 Chairman Lyon noted that it appears further information is needed in order to approve this
218 item. The Board agreed to address this item again in two weeks.

219

220 **6.4. Command Vehicle Purchase**

221

222 Fire Chief Conley withdrew this item until more information is gathered. Chairman Lyon
223 noted that the Board would like to see all impact fees used toward the purchase of the
224 ambulance and not this vehicle. The Board agreed to address this at a future meeting.
225

226 **6.5. Forest Warden & Deputy Warden Appointments**

227

228 Fire Chief Conley explained that the Division of Forest & Lands is responsible for the
229 enforcement of the Outdoor Burning Rules & Regulations for the State of NH. To assist with
230 the enforcement of the Rules & Regulations, each community has a Warden and Deputy
231 Wardens. In order for the Division to appoint the positions, they first need to obtain the
232 signature of the Town Administrator and two members of the Board of Selectmen.
233

234 *A MOTION was made by Selectman Grella SECONDED by Selectman Stoughton for the*
235 *Town Administrator and two members of the Board of Selectmen provide the required*
236 *signatures at the request of Chief Matthew Conley:*

237 *Fire Warden: Matt Conley*

238 *Deputy Fire Wardens:*

239 *Erik Swenson*

240 *Tyler Green*

241 *Dan Bonenfant*

242 *Robert Raduazzo*

243 *Sean Waclawik*

244 *Chris Buchanan*

245 *John Bowler*

246 *John Leonard*

247 *Darren Schriever*

248 *Voting: 5-0-0; motion carried unanimously.*
249

250 **6.6. Poly Tank**

251

252 Fire Chief Conley explained that, when the Stewart Steven's vehicle was acquired for the
253 replacement of the 1982 Forestry vehicle, the intention was to use the poly tank from that
254 vehicle. As the swap over was being prepared, unfortunately, it was determined that the tank
255 would not work on the Stewart Steven's frame. That said, the proposal is to purchase one that
256 would be made to accommodate the vehicle. This is proposed as a single-source bid, as the
257 company is located in Massachusetts and there would be no delivery fee included, saving
258 approximately \$2,000. He noted that he would like to use impact fees to fund this item. If this
259 cannot be paid for by impact fees, this would be funded through the operating budget.
260

261 Selectman Stoughton explained that impact fees can be used for items that signal growth or to
262 recoup funds spent for growth in other areas. Impact fees could certainly be used toward the
263 ambulance purchase, but likely not this.
264

265 Selectman D'Angelo noted that, in the past, the Board has stated that it does not want to use
266 taxpayer funds for an ambulance that will be used to service Milford. Chairman Lyon
267 explained that the Board will need to have a discussion regarding whether it wants to add a
268 third ambulance to the fleet at this time.

269
270 Chief Conley stated that he does not want to be in the position to have to loan an ambulance
271 from another Town.
272

273 Chairman Lyon stated that he would like to know the condition of the third ambulance
274 proposed and the investment needed to outfit the vehicle. Chief Conley stated that supply-
275 wise, the investment would be minimal.
276

277 The Board agreed that it would further address this item in two weeks.
278

279 **7. Approvals**

280 **7.1. AP Approval**

281
282 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*
283 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$31,946.51 dated March*
284 *24, 2023, subject to review and audit. (Vendors)*
285 *Voting: 5-0-0; motion carried unanimously.*
286

287 **7.2. Amherst Soccer Club/Hampshire United Hawks, Peddlers, Vendors** 288 **Permit App**

289
290 *A MOTION was made by Chairman Lyon and SECONDED by Selectman D'Angelo to*
291 *approve the Hawks, Peddlers, and Vendors permit for the Amherst Soccer Club/Hampshire*
292 *United.*
293 *Voting: 5-0-0; motion carried unanimously.*
294

295 **8. Action Items**

296 The Board reviewed its action items.
297

298 **9. Old/New Business**

299 Chairman Lyon noted that he met with Chris Gentry, Milford's Media Manager, Joe
300 Cummings, and Town Administrator Shankle regarding upgrades to the Town's technology
301 equipment. Comcast will be updating the equipment used at Town Hall at no cost to the
302 Town. Additional potential purchase items will be drafted and reviewed.
303

304 Selectman Pray noted that the steel beams have been delivered for the Thornton Ferry Road I
305 temporary bridge. This work will take approximately 2-3 weeks.
306

307 **10. Adjournment**

308 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*
309 *adjourn the meeting at 8:04pm.*
310 *Voting: 5-0-0; motion carried unanimously.*
311

312 **NEXT MEETING: Monday, April 17, 2023**
313

314
315 _____
Selectman Danielle Pray

314
315 _____
Date