

# Town of Amherst, NH BOARD OF SELECTMEN AGENDA

# MONDAY, MARCH 22, 2021 6:00 PM

You are invited to a Zoom webinar.

When: Mar 22, 2021 06:00 PM Eastern Time (US and Canada)

Topic: Board of Selectmen

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- 1. Call to Order
- 2. Non-Public Session, RSA 91-A:3 II.(e)
- 3. Citizens' Forum

### 4. Scheduled Appointments

4.1. Conservation Commission Forest Management Plan, Jared Hardner

### 5. Administration

- 5.1. Administrative Updates
- 5.2. PILOT agreement with Parkhurst Place

### 6. Staff Reports

- 6.1. Forestview Cemetery, Andrew Mullin Eagle Scout Project
- 6.2. Road Reconstruction RFP award
- 6.3. Utility Revaluation Bid
- 6.4. Police Station Renovation CRF Withdrawal Request

### 7. Approvals

- 7.1. Assessing
- 7.2. Payroll, AP and Minutes Approval

### 8. Action Items

### 9. Old/New Business

Adjournment

Next Meeting: April 12, 2021

# Forest Management Plan Town of Amherst, NH 2020-2040

Rev: November 5, 2020



Prepared by: Charlie Koch (Licensed Forester) Jared Hardner John Harvey

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### Purpose

The Amherst Conservation Commission (ACC) serves as the forest management authority for Amherst's town forests and forested conservation lands, comprising 11 major areas and totaling almost 1,800 acres.

ACC will manage these forests, to the extent feasible, to achieve three objectives.

#### Objective 1: Conserve native biodiversity

Amherst's forest lands are large and well conserved relative to the more fragmented surrounding landscape to the east, south, and southwest. ACC recognizes the importance of conserving forests and forest-dependent species. In some cases, targeted forestry operations may improve habitat conditions for certain species and alter the structure and composition of the forest in ways that may enhance its ecological function and resilience over time.

Objective 2: Maintain or improve recreational access, natural aesthetics, and wildlife viewing opportunities

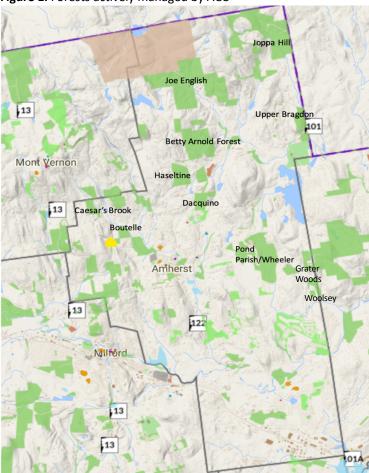
The most common form of public recreation in Amherst's town forests is trail use by hikers, mountain bikers, runners, snow shoers and Nordic skiers. The public's enjoyment of trails is generally a function of accessibility to well-constructed and maintained trails, forest aesthetics, and the opportunity to view wildlife. Forest management practices that support public recreation will seek to maintain or improve recreational access, natural aesthetics, and wildlife viewing opportunities.

#### Objective 3: Generate revenue

The economic value of the commercial timber in Amherst's town forests is significant, however ACC does not choose to maximize profitability as a goal, but rather prioritizes biodiversity conservation. Revenue generation from timber harvests is important though, as it pays the costs of forest management and it generates profits that are deposited in the Conservation Fund, which is used to manage the town's conservation lands and to acquire additional properties.

The purpose of this document is to provide a plan for achieving these forest management objectives over the time period 2020-2040. It is an update to the Amherst Forest Management Plan last revised in 1999. This document is accompanied by a current database containing detailed information on all of Amherst's forest stands, including forest stand ages, stocking densities, species composition, harvest history, significant wildlife elements, invasive species, access for management, among other variables. The database should be updated periodically to reflect forest dynamics. ArcGIS provides a platform for interactive spatial analysis of the database to assist in developing forest management interventions. This management plan offers a set of recommendations for the next 20 years, each of which should be refined via analysis of current conditions and consultation with Amherst's forester, wildlife specialists (e.g., University of New Hampshire Cooperative Extension), and Amherst's citizens.

Figure 1. Forests actively managed by ACC



Joe English (536 acres)
Joppa Hill (437 acres)
Betty Arnold Forest (230 acres)
Pond Parish/Wheeler (180 acres)
Haseltine Community Preserve (93 acres)
Dacquino Forest (70 acres)
Upper Bragdon Farm (59 acres)
Boutelle Property (57 acres)
Caesar's Brook Reservation (41 acres)
Woolsey (26 acres)
Grater Woods (22 acres)

### Forest Management Context

Amherst's forests are generally categorized as either hemlock-hardwood-pine or Appalachian oak-pine, as shown in Figure 2. Amherst lies in a transitional zone between southern Appalachian oak forests and northern hardwood forests. In addition to a north-south gradient of species representation, red oak and/or white pine are most common in forests that have taken over abandoned fields. Under historical conditions, these forests would generally be expected to mature to hemlock or beech stands in later seral stages. As climate conditions change, warmer temperatures and pathogens affecting hemlocks could favor the development of oak dominated forests over the long term.

Amherst's most common forest types occur on glacial till deposited in southern New Hampshire approximately 15,000 years ago. The till is composed of broken fragments of bedrock that were deposited by the ice as it retreated. It is rich in quartz and tends to produce poorly buffered, acidic soils with low nutrient value. The soils in Amherst are generally in the Canton series, which are well drained, stony, fine sandy loams. In Joe English it is possible to find hardpan Paxton series on drumlins (eastern side), well drained Scituate in shallow depressions on hilly uplands, and exposed bedrock Chatfield-Hollis complex on the tops of hills and ridges. In Pond Parish, Joppa Hill, and Betty Arnold there are poorly drained mucky peats. The bedrock upon which these soils rest consists of granite and gneiss. The most common is granite (~400 million years old). An older Massabesic Gneiss Complex (-625 million years) occurs in a ribbon of metamorphic rock crossing southern New Hampshire from Milford to Pawtuckaway State Park – extending through Amherst.

**2020 NH WILDLIFE HABITAT LAND COVER** New Boston Coastal Island/Rocky coast Bedford Salt marsh Peatland Marsh and Shrub wetland Northern or Temperate Swamp Floodplain Forest Grassland Mont Vernon Pine barren Cliff or Talus slope Lyndeborough Rocky ridge Alpine Amherst High-elevation Spruce-fir Low-elevation Spruce-fir Merrimack Northern hardwood-conifer Appalachian oak-pine Hemlock-hardwood-pine Open Water Sand/Gravel **Developed Impervious** Developed or Barren Conservation or public land Milford Base map data provided by NH GRANIT at UNH May 2020. Intended for planning use only. Wildlife Action Wilton pt. 2015, spatial data Apr. 2020 Nashua Hollis Brookline Mason

Figure 2: Habitat land cover map of Amherst, NH

Although Amherst's forest types are common in New Hampshire, their relatively large size and low level of fragmentation allow them to support an array of native species, including some species of conservation concern. Amherst supports the black gum-red maple basin swamp natural community and the vertebrate species Jefferson/Blue Spotted Salamander Complex, Banded Sunfish, Spotted Turtle, Blanding's Turtle, Northern Black Racer, and Eastern Hognose Snake. The New Hampshire Natural Heritage Bureau indicates that the Spotted Turtle and Blanding's Turtle have been sighted on the ACC-managed Pond Parish Property. Appendix A provides additional details.

The 2015 New Hampshire Wildlife Action Plan indicates that most of Amherst's forests are among the highest ranked wildlife habitat in New Hampshire *and* the biological region, as shown in Figure 3. Those not achieving these rankings are still considered important supporting habitat in this landscape.

2020 HIGHEST RANKED **WILDLIFE HABITAT BY** New Boston **ECOLOGICAL CONDITION** 13 Bedford Highest Ranked Habitat in New Hampshire Highest Ranked Habitat in the Biological Region Biological region = TNC ecoregional subsection for terrestrial habitats or Aquatic Resource Mitigation region for wetlands and floodplain forest Supporting Landscapes Mont Vernon Conservation or public Amherst Merrimack Lyndeborough 101A Base map data provided by NH GRANIT at UNH May 2020. Intended for planning use only. Milford Wildlife Action 2015, spatial data Apr. 2020 Nashua **Brookline** 

Figure 3: Habitat land cover map of Amherst, NH

Amherst's forests generally occur on abandoned agricultural and grazing lands. Stone walls and other structures

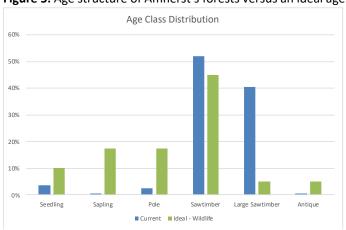
within present day forests are evidence of this prior land use (figure 4). Because of a major shift in land use away from agriculture and grazing in the late 19<sup>th</sup> and early 20<sup>th</sup> century, many of Amherst's forests are of similar age, few of which are more than 100 years old, although isolated "wolf" trees left to mark property boundaries may be more than 200 years old. Another contributing factor to the forests' even age structure was the 1938 hurricane that leveled much of the region's standing trees.

Amherst's middle-aged forests do not experience a great degree of tree mortality and blowdowns, and some disturbance regimes such as beaver activity and fire have been curtailed by humans seeking to prevent property damage. This is in contrast to older natural forests that experience more tree mortality, blowdowns, beaver activity, and fires in stochastic patterns, creating a mosaic of forest stands of different ages across the landscape.

Some native forest species rely on, and most species utilize, disturbed forest areas where vegetative re-growth provides forage and cover. Because Amherst's forests have limited

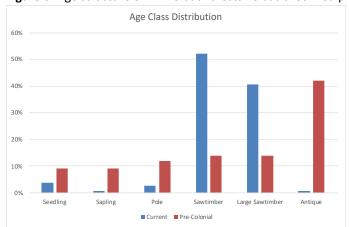
Figure 4: A stone wall in the forest often indicates a prior non-forest land

disturbance, young forest is generated relatively infrequently on our landscape. The ideal distribution of timber age classes to optimize wildlife habitat in a New England forest has been theorized by Richard DeGraaf of the U.S. Forest Service Wildlife Habitat Research Unit<sup>1,2</sup>. Relative to this ideal, "sawtimber" and "large sawtimber" age classes are over-represented in Amherst's forests, with an exaggerated proportion in the "large sawtimber" class. At the same time, a very small percentage of our forests are in the young age classes of "seedling," "sapling," or "pole." Figure 5 contrasts DeGraaf's ideal age-class profile against the current age class distribution in Amherst. DeGraaf's ideal forest structure for wildlife is only one point of reference. A different point of reference might be the theorized structure and composition of forests prior to European colonization, based principally on major disturbances such as hurricanes<sup>3,4</sup>. Data upon which to base these descriptions are sparse, and theories vary, but most suggest forests of older trees, likely dominated by hemlocks. Figure 6 shows an example of such an age distribution, again juxtaposed against Amherst's current forests. In this case, Amherst's forests slightly under-represent younger age classes and *greatly* under-represent antique (old growth) forest.



**Figure 5:** Age structure of Amherst's forests versus an ideal age structure for wildlife





\*Estimate based on a major disturbance every 170 years, does not include human or other small disturbances

Leaving Amherst's forests continue to grow would allow them to reach the antique age class and begin to
experience higher levels of natural mortality and blowdowns, akin to the age class distribution in Figure 6. That

<sup>&</sup>lt;sup>1</sup> DeGraaf, R., M. Yamasaki, W.B. Leak, A.M. Lester. 2005. Landowner's Guide to Wildlife Habitat: Forest Management for the New England Region. University Press of New England. 111 pgs.

<sup>&</sup>lt;sup>2</sup> DeGraaf, R., M. Yamasaki, W.B. Leak, A.M. Lester. 2006. Technical Guide to Forest Wildlife Habitat Management in New England. 305 pgs.

<sup>&</sup>lt;sup>3</sup> Foster, D., G. Motzkin, and B. Slater. 1998. Land-use history as long-term broad-scale disturbance: regional forest dynamic in Central New England. *Ecosystems* (1) 96-119.

<sup>&</sup>lt;sup>4</sup> Seymour, R., A. White, P. G. deMaynadier. 2002. Natural disturbance regimes in northeastern North America – evaluating silvicultural systems using natural scales and frequencies. *Forest Ecology and Management* (155) 357-67.

approach, however, could delay the creation of younger forest stands for many decades. Furthermore, some localized sources of disturbance (e.g., beavers and fire) will probably never return to the levels of the pre-colonial era. Thus, wildlife ecologists like DeGraaf argue that a completely "hands-off" approach in contemporary New England forests will generally fall short of meeting the potential for providing wildlife habitat. On the other hand, some argue that we have yet to understand the ecological diversity that could occur in older forests if we were to allow them to mature longer – a rare condition in contemporary New England.

Forests may also be changing as a result of anthropogenic pressures from the surrounding landscape and climate change. Human development has multiple effects on our forests including the introduction of invasive species, alteration of natural wildlife dynamics (e.g., larger deer populations), edge effects where forests meet developed areas, nutrient and pesticide loading from agricultural and residential runoff, air quality impacts, among others. Climate change, although still not fully understood at a local level, may result in changes in precipitation volumes and timing, as well as higher average and peak air temperatures. All of this can affect the species composition that will thrive in our forests in the future.

### ACC's Past Forest Management

ACC began to manage its forests formally in 1998. Active forestry interventions sought to improve timber quality of forest stands and provide wildlife with browse and cover. Interventions included *group selection* openings, *low thinning* and *crown thinning*. Group selection is the complete removal of all trees in a small area, leaving a forest gap where forest regeneration re-starts from the earliest successional stage, thereby diversifying the forest's horizontal diversity and age classes. In low thinnings, trees are removed from the lower crown classes. Low thinnings encourage park-like forested habitats with little sunlight reaching the ground. In crown thinning, trees are removed from the upper crown class in order to open up the canopy and favor the development of the most promising trees in the main canopy. In theory, thinning overstocked forests should generate better conditions for further growth of remaining trees with the effect of increasing hard mast production for wildlife, creating a "park-like" aesthetic for recreationists, and increasing the economic value of remaining trees over time.

Logging techniques have included leaving woody debris on the forest floor to provide nutrients for future years, protection of vernal pools with 50-foot buffers, following accepted Best Management Practices for stream crossings and wetlands, and the use of small equipment and small log landings to minimize the operating footprint.

Table 1 provides a summary of the interventions between 1998 and 2020.

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Property	Year	Sawtimber Volume (bf)	Cordwood Volume (cds.)	Pulpwood Volume (tons)	Net Revenue (\$)	Silvicultural Systems
Caesar's Brook	1998	119,765	12	114	10,794	Low Thinning, Crown Thinning, Group Selection Openings
Haseltine	1999	149,315	128	376	17,567	Low Thinning, Crown Thinning, Group Selection Openings
Joe English	2001	132,356	69	58	14,532	Low Thinning, Crown Thinning, Group Selection Openings
Woolsey	2005	59,685	0	91	6,698	Low Thinning, Crown Thinning, Group Selection Openings
Boutelle	2008	262,970	120	0	33,042	Low Thinning, Crown Thinning, Group Selection Openings
Pond Parish	2010	75,350	76	155	6,809	Low Thinning, Crown Thinning
Dacquino	2012	106,165	48	409	11,356	Low Thinning, Crown Thinning, Group Selection Openings
Caesar's Brook	2014	92,315	24	100	5,687	Group Selection Openings
Betty Arnold	2016	226,625	414	205	30,567	Group Selection Openings
Haseltine	2016	213,770	24	197	21,566	Hemlock Salvage Cutting, Group Selection Openings
Joe English	2018	205,060	0	106	7,864	Hemlock Salvage Cutting
Totals		1,438,521	915	1,811	166,482	

ACC first harvested Caesar's Brook and Haseltine in 1998 and 1999, then re-harvested both areas in 2014 and 2016. Low and crown thinnings were conducted in both areas in the initial harvest. As expected, 10 years later the crowns had grown together and were ready for another thinning. Four acres of group-selection openings were cut

in Haseltine and 2 acres in Caesar's Brook. New seedling reproduction in the openings was adequate with black birch dominating Caesar's Brook and red oak and white pine well represented in Haseltine. However, the individual openings were small (most were 0.1-0.2 acres) and not enough were created to diversify the forest's age structure substantially.

Starting with the Dacquino harvest in 2012, group selection openings were made larger (0.5 acres) and low and crown thinnings were employed only where promising red oak mast trees occurred. And, with the 2014 Caesar's Brook harvest, ACC began to experiment using only group-selection openings, without any thinning. This practice continued with the 2016 harvests of Betty Arnold Forest and Haseltine.

An assumption that colder winter temperatures would keep the hemlock wooly adelgid (HWA) south of New Hampshire was disproved in the fall of 2016, when a routine pre-marking walk through Haseltine revealed moderate to severe infestation. Closer inspection also turned up elongate hemlock scale (EHS) and *Sirococcus tsugae* fungus. A combination of HWA and EHS is generally a death sentence for hemlock trees. ACC conducted a salvage harvest of the infested hemlocks in Haseltine that year. Subsequent examination of hemlocks in Joe English also revealed a severe HWA/EHS infestation (along the Hemlock Trail). ACC conducted a salvage harvest there during 2017 and 2018.

The results of these interventions have not always been as expected. For example, the initial small group selections (<0.25 acre) did not always stimulate regeneration of desirable species, such as oak. ACC increased the size of the group selections (0.5 acres) to allow for more sunlight to reach the forest floor and stimulate growth. The result of that change in approach has been mixed. Figure 8 shows a larger group selection cut in Haseltine, soon after the cut in 2016 and later in 2020. In this cut, regeneration is exuberant and with a mix of species. This site provides good wildlife browse for deer and soft mast for bear, cover for small mammals, and open bird and bat habitat that differs from the mature forest. Tree regeneration appears to favor black birch; however, some white pine and oak saplings can be found interspersed throughout. Overall, this site has been successful in creating habitat diversity but may grow into a forest stand that is dominated by black birch rather than oak as intended. A possible cause is that deer prefer to eat oak seedlings over black birch. New Hampshire Fish and Game report that the deer population has more than tripled in the last 30 years<sup>5</sup>. Nearby in Daquino Forest, the group selections have not regenerated as well as in Haseltine. Initiation of vegetation growth was slow, and eight years after harvest some areas remain unvegetated and the vegetated areas are dominated by fern and black birch. In this case, the habitat benefits are not as great and the long-term potential appears diminished for regenerating a robust oak forest. Figure 9 shows two examples of group selection areas in Daquino in 2020. Again, one likely factor is deer, although other factors may also be affecting the regeneration at these sites.

Figure 8: A group selection harvest area in Haseltine in 2016 and 2020





**Figure 9:** Daquino Forest group selection sites dominated by fern (left) and failed regeneration (right) eight years after harvest (2020)

<sup>&</sup>lt;sup>5</sup> https://www.wildlife.state.nh.us/hunting/deer-mgt.html (viewed Oct 23, 2020)





# ACC's Forest Management Going Forward

Amherst's forests provide almost 1,800 acres of intact mature forest representative of southern New Hampshire forest types. The intactness of this representative forest ecosystem and the ecological functions it performs, including habitat for forest-dependent species, is becoming increasingly important as the surrounding landscape becomes more fragmented by development. The Joe English—Betty Arnold—Haseltine—Dacquino complex forms the southeast terminus of a large, unfragmented, forested expanse which runs north through the New Boston Air Force Station into Mont Vernon and New Boston. Pond Parish forms the western reach of a smaller forest extending into the Grater Woods Forest in Merrimack. Considering ACC's first objective, *biodiversity conservation*, future management interventions should focus on conserving the forest ecosystems and forest-dependent species they support.

Over the next twenty years, ACC will determine which interventions are most effective for achieving this objective. A degree of patient experimentation will be required to understand how best to diversify forest structure without unintended changes to forest species composition due to heavy deer herbivory. To do so, ACC will not commit to large-scale systematic interventions at this time, in favor of a more gradual *adaptive management* approach<sup>6</sup>. In this way, successes can be built upon and failures can be minimized.

In addition, when developing cutting plans for particular sites ACC will integrate wildlife habitat enhancements, as appropriate to the objectives of the cut and the ecological attributes of the site. Examples include:

- 1) Releasing deciduous trees and shrubs for beavers when working near lakes and ponds;
- 2) Girdling selected trees around meadows and large open wetland edges for raptor perches;
- 3) Retaining snags and cavity trees in the general harvest area;
- 4) Leaving downed wood in damp areas and vernal pools for salamanders and reptiles;
- 5) Protecting hickories and selected mature oaks for continued hard mast production;
- Protecting areas of brambles and blueberry bushes on the south side of meadows at the forest edge for soft mass production;
- 7) Piling slash for small mammal habitat

ACC re-surveyed the forests it manages during 2018-2020. The field survey included sub-dividing the forests into ~200 stands and recording information on each. Appendix B details the information collected for each stand,

<sup>&</sup>lt;sup>6</sup> For a concise summary of *adaptive management*, published by the Department of Interior, see: <a href="https://www.doi.gov/sites/doi.gov/files/migrated/ppa/upload/Chapter1.pdf">https://www.doi.gov/sites/doi.gov/files/migrated/ppa/upload/Chapter1.pdf</a>

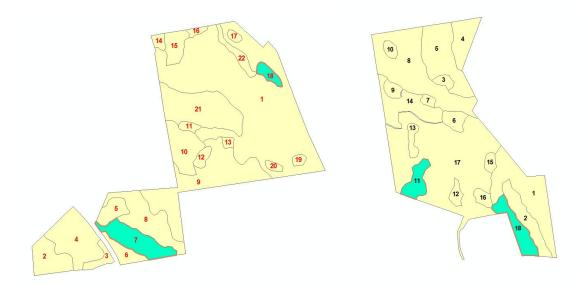
including tree species, age classes, stocking density, harvest history, disease and invasive species present, habitat attributes – 40 different variables in all. The figures in this section are maps of the stands, as displayed in a geographic information system (GIS) – ArcGIS. The GIS allows for map-based storage of ACC's forest attribute data, but more importantly allows for easy visualization and rapid scenario analysis for planning management interventions. Further supporting ACC's forest GIS is the land cover/use and property database and online GIS capabilities provided to Amherst by the Nashua Regional Planning Commission<sup>7</sup>.

### Intervention type 1: Control invasive species via herbicidal and mechanical treatments

Presently, exotic invasive species occur in a number of forest stands. The principle impact of invasive species that ACC wishes to avoid is crowding out native species and reducing representative biodiversity. One example of a damaging effect of invasive species is the displacement of native forage species with exotic species that are less nutritious for native wildlife. Another is physical damage and premature mortality to tree species from bittersweet, which can actually cover and kill mature native trees. Exotic invasive species have become a permanent feature of our landscape, but they can be controlled via herbicidal and mechanical treatments — the selection of which are species—and site-dependent. Unlike other forest management interventions that generate revenue that covers their costs *and* profits for the Amherst Conservation Fund, interventions to control invasive species can be costly and generate no revenue. For this reason, such interventions should be judicious, with appropriate attention to cost effectiveness and sufficient parsimony to ensure long-term financial sustainability. The following areas should be prioritized for treatments within the next five years:

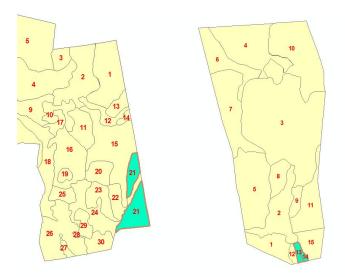
- 1. Boutelle Forest, stands #7 and #18, for removal of multi-flora rose
- 2. Caesar's Brook, stands #11 and #18, for removal of bittersweet, autumn olive, multifora rose, honeysuckle, and swallow wort
- 3. Joppa Hill, stand #21, for bittersweet, barberry, and multiflora rose
- 4. Pond Parish, stands #13 and 14, for removal of autumn olive, bittersweet, and barberry

Figure 10a: Map of forest stands in Boutelle Forest (left) and Caesar's Brook (right)



<sup>&</sup>lt;sup>7</sup> https://nrpcnh.mapgeo.io/datasets/properties?abuttersDistance=120&latlng=42.803755%2C-71.549492

Figure 10b: Map of forest stands in Joppa Hill (left) and Pond Parish (right)



### Intervention type 2: Diversify age classes via group-selection harvests and shelterwood

Amherst's forest stands are largely even-aged due to the local land use and disturbance history. Over the course of decades, Amherst's forests will age and natural mortality and disturbance (e.g., blowdowns) will lead to regeneration in the resulting forest gaps. These natural processes diversify the age structure of the forest. If ACC chooses, it can accelerate this process via harvests. The advantages of doing so are that more diverse wildlife habitat can be created and the forest may become more resilient to pathogens and major blowdowns in the future. The long-term effect on forest resiliency to climate change is unknown at this time.

Group-selection harvests involve the removal of all the trees in a given area. Under the direction of a forester, the logger removes the commercial boles, leaves selected dead trees standing for wildlife utilization ("snags"), and cuts up and leaves behind the remaining woody debris that serves to reduce soil erosion, release nutrients over time, provide diverse micro-climates for seedlings and habitat features for small species of wildlife. The appropriate size of group-selection harvests for Amherst's forests is between 0.5 and 2 acres. A disadvantage of this approach is that the regeneration outcomes are variable (likely due to increasing deer herbivory) and may not always meet ACC's expectations, as discussed earlier in this plan. Very careful observation of prior harvests should be undertaken to confirm that regeneration outcomes are consistent with ACC's forest management goals.

Shelterwood harvests remove the majority, but not all, of the mature trees in an area – roughly half of the highest quality mature trees remain as a seed source for regeneration. Again, snags and woody debris remain for their ecological value. Once regeneration advances to an adequate stage (10 years or longer), the remaining mature trees can be removed to open fully the canopy, providing full light to the growing seedlings and saplings, or left to grow to biological maturity and contribute further ecological function (mast production, snags, cavity trees). Amherst has not performed shelterwood harvests in the past, but a potential advantage is that it should favor any advanced regeneration of species that are tolerant of shade as seedlings, such as oak and white pine, giving them an advantage in establishing themselves as the dominant species (a challenge faced in group-selection harvests to date). An irregular shelterwood harvest can also be applied, where the treatment is conducted in a shifting pattern of smaller areas within the stand.

At this time, existing sites of group-selection harvests should be monitored to document and more fully understand the long-term regeneration outcomes that can be expected in our forests from this harvest technique. Factors such as the deer population should be considered in evaluating these outcomes. Shelterwood harvests may be undertaken on an experimental basis to begin developing experience with this technique and collecting

data on the outcomes it generates in our forests. Again, a large deer population could have equally negative effects on shelterwood forests, a factor that must be studied. For this reason, it is advisable to take a limited and experimental approach over the next 10-20 years.

The following areas are prioritized for shelterwood harvests over next 20 years:

- 1. Joe English Reservation, stand #22
- 2. Pond Parish, stand #11 and 15
- 3. Boutelle, stands #1, 8, 9 and 10

Figure 11a: Map of forest stands in Joe English

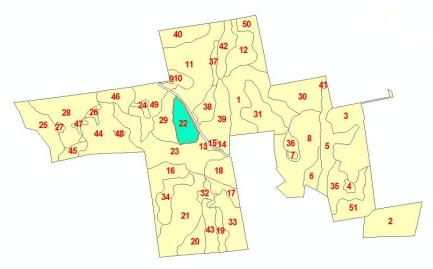
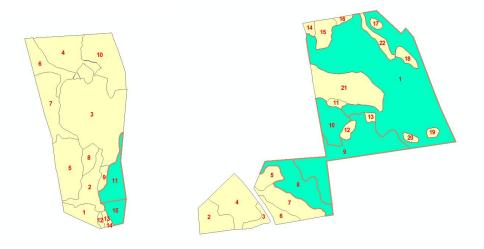


Figure 11b: Map of forest stands in Pond Parish (left) and Boutelle (right)



### Intervention type 3: Reduce stand densities via thinning harvests

Overstocked areas are those where the density of trees exceeds the space available to maximize crown extension and growth. This condition will naturally resolve over many decades but can be accelerated by removing a percentage of trees and leaving behind healthy individuals with good genetics. In theory, thinning overstocked forests should generate better conditions for further growth of remaining trees with the effect of increasing hard

mast production for wildlife, creating a "park-like" aesthetic for recreationists, and increasing the economic value of remaining trees. This treatment does not directly stimulate forest regeneration.

The following stands could be prioritized for thinning harvests:

1. Haseltine Community Preserve, stands #1 and #16 (entry into this area could be postponed in order to balance forestry activities with recreational use of the area, however these stands are suitable for thinning now and some amount of "self-thinning" mortality will occur):

Figure 12: Map of forest stands in Haseltine



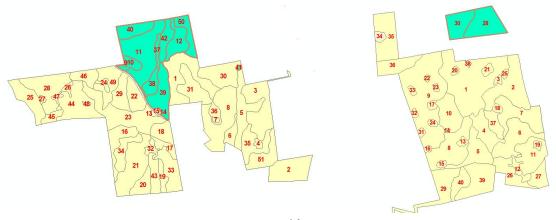
#### Intervention type 4: Establish sites for protection of old growth forests

To the extent that ACC determines that very mature, "old growth" forests should have a place in the landscape, it will be necessary to identify stands that are appropriate for long-term preservation. This will be necessary to avoid harvests in the future, which could occur if this intent is left unstated. Amherst has no stands old enough to be considered old growth, therefore preservation of existing stands will require many decades to achieve this status. Old growth forests should be valued for more than the presence of mature trees – they may support biological diversity and ecological characteristics that are distinct from younger forests. In addition to having suitable ecological characteristics for this designation, these stands also have high costs associated with accessing them making forest management in them less economically feasible that in others.

The following areas could be prioritized for long-term preservation:

- 1. Joe English Reservation, stands #9-12, 37-42, and 50
- 2. Betty Arnold, stands #28 and 30

Figure 13: Map of forest stands in Joe English (left) and Betty Arnold (right)



### Monitoring and Adaptive Management

The recommendations in this plan can and should be revisited and re-analyzed to ensure that the assumptions remain correct and to reflect changing conditions (e.g., regeneration outcomes, markets for particular species, presence of disease or invasive species, access issues, conflicts with recreation, changes in climate).

ACC's monitoring will be simple and practical, based on periodic walk-throughs with Amherst's licensed forester. It should cover:

- 1) Continuous monitoring for the presence of invasive species;
- 2) Continuous monitoring for the presence of pests and disease; and,
- 3) Periodic assessments of regeneration in selected previously harvested areas to evaluate species composition and growth.

This plan does not include a wildlife monitoring component for two reasons. First, the wildlife response to forest management / young forest in New England is well documented already. Second, the manpower and resources required to make statistically significant comparisons exceed what ACC is capable of providing. Having said that, data collected via methods such as game cameras, bird counts, and other methods undertaken by amateur wildlife watchers are certainly welcome if offered.

The following adaptations should be considered when the following conditions are met:

- 1) Invasive species treatments in areas with new and significant occurrences of exotic invasive plant species;
- 2) Consideration of salvage harvests in stands heavily affected by pests and disease, where appropriate; and,
- 3) Alteration or cessation of harvest techniques that do not generate favorable regeneration of target species.

Table 2: Provisional Action Plan (2020-2030)

Year	Task	Conditions or Comments
2020	Monitor regeneration in prior group selection sites in Caesar's Brook, Haseltine,	Update GIS database with monitoring results
	Daquino, Betty Arnold, and Joe English	
2021	Mow invasive plants in Caesar's Brook, stands #11 and #18	Remove bittersweet, autumn olive, multiflora rose, honeysuckle, swallow wort
	Clear invasive plants in Pond Parish, stand #13 and 14	Remove autumn olive, bittersweet, other
2022	Spray invasive plants in Caesar's Brook, stands #11 and #18	Remove remaining invasive plants
	Plan and conduct shelterwood harvest in Pond Parish, stands #11 and 15	Ensure adequate public consultation and notification re: recreation impacts
	Clear invasive plants in Boutelle, stands #7 and #18	Remove multiflora rose
	Clear invasive plants in Joppa Hill, stand #21	Remove bittersweet, barberry, multiflora rose
	Monitor invasive plants in Pond Parish, stand #13 and 14	Update GIS database with monitoring results
2023	Monitor invasive plants in Caesar's Brook, stands #11 and #18	Update GIS database with monitoring results
	Monitor invasive plants in Boutelle, stands #7 and #18	Update GIS database with monitoring results
	Monitor invasive plants in Joppa Hill, stand #21	Update GIS database with monitoring results
2024	Monitor regeneration in prior group selection sites in Caesar's Brook, Haseltine, Daquino, Betty Arnold, and Joe English	Update GIS database with monitoring results
2025	Plan and conduct shelterwood harvest in Boutelle, stands #1, 8, 9, 10	Ensure invasive plants have been adequately managed before proceeding Apply alternative/shifting variant in this area
2026	Conduct thinning harvests in Haseltine, stands #1 and 16	Ensure adequate public consultation and notification re: recreation impacts
2027		
2028	Monitor regeneration in prior group selection sites in Caesar's Brook, Haseltine, Daquino, Betty Arnold, and Joe English	Update GIS database with monitoring results
	Evaluate the efficacy of group selection harvesting and determine if/where future group selection should be deployed	
2029	, ,	
2030		
2031	Monitor regeneration at shelterwood site in Pond Parish, stand #13 and #15	Update GIS database with monitoring results
2032	Re-enter shelterwood site in Pond Parish, stand #11 and 15, remove overstory	Only proceed if understory regeneration is adequate
2033		
2034	Monitor recruitment at shelterwood site in Pond Parish, stand #11 and 15	Update GIS database with monitoring results
2035	Monitor regeneration at shelterwood site in Boutelle, stands #1, 8, 9, 10	Update GIS database with monitoring results
2036	Re-enter shelterwood site in Boutelle, stands #1, 8, 9, 10, remove overstory, but conserve selected antique white pines	Only proceed if understory regeneration is adequate
2037		
2038	Monitor recruitment at shelterwood site in Boutelle, stands #1, 8, 9, 10	Update GIS database with monitoring results
2039	Plan and conduct shelterwood harvest in Joe English, stand #22	Only proceed if shelterwood experiments in Pond Parish and Boutelle succeed

### Forest Management Plan for Amherst, NH (2020-2040)

		Ensure adequate public consultation and notification re: recreation impacts
2040	Update all stand information in GIS database	Visit all stands in ACC-managed forests and update database

# Appendix A: Wildlife Species of Conservation Concern and Habitat Associations

Potential Species - Common Name	Taxonomic Group	NH Status	Habitats	More Info
			Floodplain Habitats, Marsh and Shrub Wetlands, Peatlands, Temperate Swamps, Vernal	
Blanding's Turtle	Amphibians and Reptiles	SE, SGCN	Pools	http://www.wildlife.state.nh.us/wildlife/profiles/blandings-turtle.html
			Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest,	
			Marsh and Shrub Wetlands, Northern Hardwood-Conifer Forest, Northern Swamps,	
Blue-Spotted/Jefferson Salamander	Amphibians and Reptiles	SC, SGCN	Peatlands, Temperate Swamps, Vernal Pools	http://www.wildlife.state.nh.us/wildlife/profiles/blue-spotted-salamander.html
			Appalachian Oak-Pine Forest, Grasslands, Hemlock Hardwood Pine Forest, Marsh and	
Eastern Box Turtle	Amphibians and Reptiles	SC, SGCN	Shrub Wetlands, Shrublands, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/box-turtle.html
Fostoro I I an annual Santo	Amphibians and Reptiles	SE, SGCN	Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Marsh and Shrub	http://www.wildlife.state.nh.us/wildlife/profiles/hognose-snake.html
Eastern Hog-nosed Snake Eastern Ribbonsnake	Amphibians and Reptiles	SGCN SGCN	Wetlands, Pine Barrens, Shrublands, Vernal Pools Floodplain Habitats, Marsh and Shrub Wetlands, Peatlands, Vernal Pools	http://www.wildlife.state.nh.us/wildlife/profiles/ribbon-snake.ntml
Lasterii (II)DOII3IIake	Ampinorans and Repeties	JOCIV	Appalachian Oak-Pine Forest, Dunes, Large Warmwater Rivers, Marsh and Shrub	intep-//www.witame.state.iiii.us/witame/promes/mbbon-stake.iitiiii
			Wetlands, Pine Barrens, Shrublands, Vernal Pools, Warmwater Lakes and Ponds,	
Fowler's Toad	Amphibians and Reptiles	SC, SGCN	Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/fowlers-toad.html
Marbled Salamander	Amphibians and Reptiles	SE, SGCN	Appalachian Oak-Pine Forest, Vernal Pools	http://www.wildlife.state.nh.us/wildlife/profiles/marbled-salamander.html
			Appalachian Oak-Pine Forest, Grasslands, Hemlock Hardwood Pine Forest, Rocky Ridge,	
Northern Black Racer	Amphibians and Reptiles	ST, SGCN	Cliff, and Talus, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/black-racer-snake.html
			Coldwater Rivers and Streams, Floodplain Habitats, Grasslands, Lakes and Ponds with	
			Coldwater Habitats, Large Warmwater Rivers, Marsh and Shrub Wetlands, Shrublands,	
Northern Leopard Frog	Amphibians and Reptiles	SC, SGCN	Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/leopard-frog.html
			Grasslands, Marsh and Shrub Wetlands, Peatlands, Rocky Ridge, Cliff, and Talus, Rocky	
Smooth Greensnake	Amphibians and Reptiles	SC, SGCN	Ridge, Cliff, and Talus, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/smooth-green-snake.html
Control Totals	A h th the control B it is	CT CCCN	Floodplain Habitats, Marsh and Shrub Wetlands, Peatlands, Temperate Swamps, Vernal Pools	har the second state of th
Spotted Turtle	Amphibians and Reptiles	ST, SGCN		http://www.wildlife.state.nh.us/wildlife/profiles/spotted-turtle.html
Wood Turtle	Amphibians and Reptiles	SC, SGCN	Coldwater Rivers and Streams, Floodplain Habitats, Grasslands, Shrublands, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/wood-turtle.html
wood furtie	Ampinorans and Reptiles	SC, SGCIV	Lakes and Ponds, Rivers and Streams, Marsh and Shrub Wetlands, Northern Swamps,	nttp.//www.wiidine.state.iiii.us/wiidine/profiles/wood-turtie.iitiiii
American Black Duck	Birds	SGCN	Peatlands, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-americanblackduck.pdf
American Kestrel	Birds	SC, SGCN	Developed Habitats, Grasslands, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/american-kestrel.html
American Kestrel	Birds	SC, SGCN	Developed Habitats, Grasslands, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/american-kestrel.html
			Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Marsh and Shrub	
American Woodcock	Birds	SGCN	Wetlands, Northern Swamps, Shrublands, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/woodcock.html
			Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest,	
			High Elevation Spruce-Fir Forest, Lakes and Ponds, Rivers and Streams, Lowland Spruce-	
Bald Eagle	Birds	ST, SGCN	Fir Forest, Marsh and Shrub Wetlands, Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/bald-eagle.html
			Coldwater Rivers and Streams, Grasslands, Lakes and Ponds with Coldwater Habitats,	
Bank Swallow	Birds	SC, SGCN	Large Warmwater Rivers, Marsh and Shrub Wetlands, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-bankswallow.pdf
Bay-breasted Warbler	Birds	SGCN	High Elevation Spruce-Fir Forest, Lowland Spruce-Fir Forest, Northern Hardwood- Conifer Forest, Northern Swamps, Peatlands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-baybreastedwarbler.pdf
Bay-breasted warbier	birus	SUCIN	Conner Forest, Northern Swamps, Peatlands	nttp://www.wiidine.state.nn.us/wiidine/promes/wap/orrus-baybreastedwarbier.pdi
Black-billed Cuckoo	Birds	SGCN	Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Pine Barrens, Shrublands	http://www.wildlife.state.ph.us/wildlife/profiles/wap/hirds-blackhilledcuckoo.pdf
Blue-winged Warbler	Birds	SC, SGCN	Pine Barrens, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-bluewingedwarbler.pdf
Bobolink	Birds	SGCN	Grasslands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-bobolink.pdf
Brown Thrasher	Birds	SGCN	Pine Barrens, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-brownthrasher.pdf
			Hemlock Hardwood Pine Forest, Lowland Spruce-Fir Forest, Northern Hardwood-	
Canada Warbler	Birds	SGCN	Conifer Forest, Northern Swamps, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-canadawarbler.pdf
			Appalachian Oak-Pine Forest, Developed Habitats, Hemlock Hardwood Pine Forest,	
Chimney Swift	Birds	SGCN	Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-chimneyswift.pdf
Eastern Meadowlark	Birds	SC, SGCN	Grasslands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-easternmeadowlark.pdf
			Appalachian Oak-Pine Forest, Peatlands, Pine Barrens, Rocky Ridge, Cliff, and Talus,	
Eastern Towhee	Birds	SGCN	Rocky Ridge, Cliff, and Talus, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-easterntowhee.pdf
Factors Whip poor will	Riede	SCCN	Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Northern Hardwood-	http://www.wildlife.ctate.ph.uc/wildlife/profiles/wap/hirds.cactors:::hi=====:ill = df
Eastern Whip-poor-will Field Sparrow	Birds Birds	SGCN	Conifer Forest, Pine Barrens, Shrublands Pine Barrens, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-easternwhippoorwill.pdf http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-fieldsparrow.pdf
riciu spallow	Dirus	JUCIN	Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, High Elevation Spruce-	nttp.//www.windine.state.iiii.us/windine/promes/wap/birus-neiuspafrow.pur
·				
Golden Eagle	Birds	SGCN	Apparatinal Oak-Pine Polest, Heinlock Hardwood Pine Polest, Fig. Elevation Spruce- Fir Forest, Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest, Rocky Ridge, Cliff, and Talus	http://www.wildlife.state.nh.us/wildlife/profiles/golden-eagle.html

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			Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Lowland Spruce-Fir	
Northern Goshawk	Birds	SGCN	Forest, Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/northern-goshawk.html
Pied-billed Grebe	Birds	ST, SGCN	Marsh and Shrub Wetlands, Peatlands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-piedbilledgrebe.pdf
Prairie Warbler	Birds	SGCN	Pine Barrens, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-prariewarbler.pdf
Purple Finch	Birds	SGCN	Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest, High Elevation Spruce-Fir Forest, Lowland Spruce-Fir Forest, Northern Hardwood- Conifer Forest, Northern Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-purplefinch.pdf
rupieriicii	Bitus	SGCIV	Appalachian Oak-Pine Forest, Grasslands, Hemlock Hardwood Pine Forest, Lowland Spruce-Fir Forest, Marsh and Shrub Wetlands, Northern Hardwood-Conifer Forest,	nttp://www.wituine.state.mi.us/wituine/promes/wap/onus-purplemich.pur
Ruffed Grouse	Birds	SGCN	Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-ruffedgrouse.pdf
Scarlet Tanager	Birds	SGCN	Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Northern Hardwood- Conifer Forest  Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest,	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-scarlettanager.pdf
Veery	Birds	SGCN	Northern Hardwood-Conifer Forest, Northern Swamps, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-veery.pdf
Vesper Sparrow	Birds		Grasslands, Pine Barrens	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-vespersparrow.pdf
Wood Thrush	Birds	SGCN	Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest, Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/wap/birds-woodthrush.pdf
American Bumble Bee	Bumble Bees	SGCN	Developed Habitats, Grasslands, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-americanbumbleebee.pdf
Rusty-patched Bumble Bee	Bumble Bees	SGCN	Developed Habitats, Grasslands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-rustypatchedbumblebee.p
Yellow Bumble Bee	Bumble Bees	SGCN	Developed Habitats, Grasslands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-yellowbumblebee.pdf
Yellowbanded Bumble Bee	Bumble Bees	SGCN	Developed Habitats, Grasslands, Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-yellowbandedbumblebee.
Monarch	Butterflies and Moths	Review	Developed Habitats, Grasslands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-monarch.pdf
Noctuid Moth	Butterflies and Moths	SGCN	Pine Barrens	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-pinebarrenlepidoptera.pd
Pine Barrens Bluet	Dragonflies and Damselflies		Peatlands	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-pinebarrensbluet.pdf
			Appalachian Oak-Pine Forest, Hemlock Hardwood Pine Forest, Marsh and Shrub	
Ringed Boghaunter	Dragonflies and Damselflies		Wetlands, Peatlands, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/insects-ringedboghaunter.pdf
American Water Shrew	Mammals	SGCN	Northern Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-americanwatershrew.p
			Appalachian Oak-Pine Forest, Caves and Mines, Floodplain Habitats, Hemlock Hardwood Pine Forest, Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest,	
Big Brown Bat	Mammals	SGCN	Northern Swamps, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-bigbrownbat.pdf
DIS DIOWII Dat	Wallings	JOCIV	Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest,	Inter-// www.whalitestatesiin.as/whalite/ promes/ wap/maiimias-bigorownoac.put
			Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest, Northern Swamps,	
Eastern Red Bat	Mammals	SC, SCGN	Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-easternredbat.pdf
Eastern Small-footed Bat	Mammals	SE, SGCN	Appalachian Oak-Pine Forest, Caves and Mines, Hemlock Hardwood Pine Forest,	haten //
Eastern Small-rooted Bat	Iviammais	SE, SGUN	Northern Hardwood-Conifer Forest, Rocky Ridge, Cliff, and Talus	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-easternsmallfootedbat.
			Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest, Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest, Northern Swamps,	
Hoary Bat	Mammals	SC, SGCN	Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-hoarybat.pdf
riodi y Bac	IVIdililiais	30, 30014	Appalachian Oak-Pine Forest, Caves and Mines, Hemlock Hardwood Pine Forest,	intep.//www.witame.state.iii.as/witame/promes/wap/mammais-noarybat.par
			Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest, Northern Swamps, Pine	
Little Brown Bat	Mammals	SGCN	Barrens, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/bats.html
Long-tailed Shrew	Mammals	SGCN	High Elevation Spruce-Fir Forest, Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-longtailedshrew.pdf
Moose	Mammals	SGCN	Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest, High Elevation Spruce-Fir Forest, Lowland Spruce-Fir Forest, Marsh and Shrub	http://www.wildlife.state.nh.us/wildlife/profiles/moose.html
New England Cottontail	Mammals		Shrublands	http://www.wildlife.state.nh.us/wildlife/profiles/ne-cottontail.html
= 8			Appalachian Oak-Pine Forest, Floodplain Habitats, Hemlock Hardwood Pine Forest,	
			Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest, Northern Swamps,	
Silver-Haired Bat	Mammals	SC, SGCN	Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-silverhairedbat.pdf
Southern Bog Lemming	Mammals	SGCN	Northern Hardwood-Conifer Forest	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-southernboglemming.p
			Appalachian Oak-Pine Forest, Caves and Mines, Floodplain Habitats, Hemlock Hardwood Pine Forest, Lowland Spruce-Fir Forest, Northern Hardwood-Conifer Forest,	
Tricolored Bat	Mammals	SC, SGCN	Northern Swamps, Temperate Swamps	http://www.wildlife.state.nh.us/wildlife/profiles/wap/mammals-tricoloredbat.pdf
			Coldwater Rivers and Streams, Lakes and Ponds with Coldwater Habitats, Large	
American Eel	Fish	SC, SGCN	Warmwater Rivers, Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/american-eel.html
Banded Sunfish	Fish	SC, SGCN	Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/banded-sunfish.html
Bridle Shiner	Fish	ST, SGCN	Lakes and Ponds with Coldwater Habitats, Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/bridal-shiner.html
Eastern Brook Trout	Fish	SGCN	Coldwater Rivers and Streams, Lakes and Ponds with Coldwater Habitats	http://www.wildlife.state.nh.us/fishing/profiles/brook-trout.html
Redfin Pickerel	Fish		Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/redfin-pikerel.html
······································		23,300.4	Coldwater Rivers and Streams, Estuarine, Large Warmwater Rivers, Marine, Warmwater	
Sea Lamprey	Fish	SC, SGCN	Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/sea-lamprey.html
Swamp Darter	Fish	SC, SGCN	Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/fishing/profiles/swamp-darter.html
Brook Floater	Freshwater Mussels	SE, SGCN	Large Warmwater Rivers, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/brook-floater-mussel.html
			Coldwater Rivers and Streams, Lakes and Ponds with Coldwater Habitats, Large	
	Learning and a second	SGCN	Warmwater Rivers, Warmwater Lakes and Ponds, Warmwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/creeper-mussel.html
Creeper	Freshwater Mussels			
Creeper Eastern Pearlshell	Freshwater Mussels	SGCN	Coldwater Rivers and Streams	http://www.wildlife.state.nh.us/wildlife/profiles/eastern-pearlshell.html

### Appendix B: Data Fields for ACC's Forest Stand Database

**ACC POLYGON DATA DICTIONARY** – Information featured in the description is primarily qualitative; they are not intended to provide numerical indices

- 1. Has this area been harvested: Yes/No
- 2. If yes, what year was this area harvested: enter year
- 3. Next Anticipated Harvest: enter year
- 4. Next Reevaluation: enter year
- **5. Categorize the Type of Harvest**: (enter 1) low thinning, crown thinning, shelterwood, group selection opening, salvage, other)
- **6. If Other:** (list, provide more detail)
- **7. Categorize the Timber Type:** (chose as many as needed) Hardwood, White Pine, Red Oak, Hemlock, Field, Wetland (list type), Other
- **8. If Hardwood or Other:** (list, provide more detail) i.e. Es (Early Successional)
- 9. Categorize the Size Class: (enter 1) Seedling, Sapling, Pole, Sawtimber, Large Sawtimber, Antique

Seedling (>50% of dominant trees ≤2" dbh) - approx. 0-15 yrs.

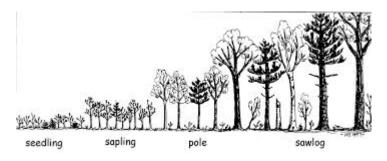
Sapling (>50% of dominant trees ≤6" dbh) - approx. 15-30 yrs.

Pole (>50% of dominant trees ≥8" dbh) - approx. 30-50 yrs.

Sawtimber (>50% of dominant trees ≥12" dbh) - approx. 50-80 yrs.

Large Sawtimber (>50% of dominant trees ≥18" dbh) - approx. 80-100 yrs.

Antique (>50% of dominant trees ≥24" dbh) – approx. 100+ years



### 10. Categorize the Canopy Stocking: (choose 1) none, understocked, adequately stocked, overstocked

None – canopy absent; generally with surrounding forest matrix

**Understocked** – canopy closure is less than 50%; promotes advance regeneration and browse development **Adequately Stocked** – canopy closure is at the optimum for growth of high quality sawtimber; generally does not need cutting; dappled sunlight reaches ground

Overstocked – canopy at or near the maximum canopy closure; has the highest priority for treatment

#### 11. Provide more Detail (dominant/codominant canopy species): (list in descending order)

**Dominant** – trees with crown extending above the general level of the crown cover and receiving full light from above and almost full light from the sides; crowns wide and relatively full

**Codominant** – trees with crowns forming the general level of the crown cover and receiving full light from above; crowns wide and full but inferior to dominant's density and spread

#### 12. Provide more detail (overtopped/intermediate canopy species: (list in descending order)

Intermediate – trees usually shorter than the dominants and codominants, but crowns sometime extending into the crown cover formed by the dominants and codominants; crowns usually small

Overtopped – trees with crowns always below the general level of the crown cover; crowns usually small

- 13. Categorize the Midstory Stocking: (choose 1) none, understocked, adequately stocked, overstocked
- **14. Provide more detail (midstory species):** (list in descending order)
- 15. Categorize the Regeneration Stocking: (choose 1) none, understocked, adequately stocked, overstocked

- **16.** Provide more detail (regeneration Species): (list timber species only in descending order)
- 17. Invasives Present: Yes/No
- **18.** If yes, Level of Infestation: (choose 1) high, medium, low
- **19.** If yes Provide more detail: (list in descending order)
- 20. Are there any Logging Conflicts: (choose 1) No, Yes\_Aesthetic, Yes\_Recreation, Yes\_Natural
- **21.** If Yes provide more detail: (list in descending order)
- **22.** Categorize the Terrain: (choose 1) inaccessible, steep, moderate, flat

Inaccessible – not able to log due to no access, excessively steep slopes (>40%), or other extreme natural features such as ledge, cliffs, and water bodies

Steep - slopes generally >30%, may have an abundance of rocky and/or bouldery terrain

Moderate – slopes generally between 10-30%, may have a limited amount rocky or bouldery terrain

Flat – slopes generally <10%, may have rocky or bouldery terrain, but is sparse

**23.** Categorize the Skid Distance to Nearest Landing: (choose 1) Good (0'-1,000)', Fair (1,000'-2,500)', Poor (>2,500)', no access

24. Is there Insects/Disease: Yes/No

**25.** If yes, level of infestation: (choose 1) high, medium, low **26.** If yes Provide more detail: (list in descending order)

#### Qualitatively assess the following wildlife features:

none – absent

*low* – overall low abundance

medium – feature present, but not abundant

*high* – an abundance of feature

#### 27.Categorize the Hard Mast: (choose 1) none, low, medium, high

Hard fruit – acorns, beechnuts, hickory nuts, etc.

- **28. Provide more detail Hard Mast:** (list species in descending order)
- **29.** Categorize the Soft Mast: (choose 1) none, low, medium, high

Soft fleshy fruits – apple, cherry, blueberry, etc.

- **30. Provide more detail Soft Mast:** (list species in descending order)
- **31.** Categorize the Understory: (choose 1) none, low, medium, high
- **32. Provide more detail Understory:** (list include woody shrubs, herbaceous plants, and groundcover in descending order)
- **33.** Categorize the Cover: (choose 1) none, low, medium, high
- 34. Provide more detail Cover: (list)- left blank

(Generally a combination of Regeneration and Woody Shrubs)

- **35.** Categorize the Snags: (choose 1) none, low, medium, high
- **36. Provide more detail Snags:** (list species if identifiable in descending order)
- **37.** Categorize the Cavity Trees: (choose 1) none, low, medium, high
- **38. Provide more detail Cavity Trees:** (list species if identifiable in descending order)
- **39.** Categorize the Dead & Down: (choose 1) none, low, medium, high
- **40. Provide more detail Dead & Down:** (list type in descending order)

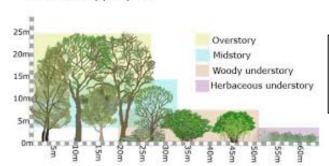
**brk** – breakage (parts of trees that have broken off; generally branches)

**bd** – blowdown (trees that have either broken off from the main stem and fell to the ground or have been blown over; usually with root ball intact)

se – stem exclusion (natural mortality due to plant competition)

sl – slash ( parts of trees that have been left behind after logging; generally tree branches)

### Forest Canopy Layers



- 1. Overstory = Canopy
- 2. Woody Understory = Regeneration & Woody Shrubs
- 3. Woody Understory & Herbaceous Understory = **Browse**
- 4. Regeneration & Browse = Cover

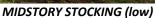




**CANOPY** (understocked)

CANOPY (overstocked)







**MIDSTORY STOCKING (medium)** 



REGENERATION STOCKING (none)

REGENERATION STOCKING (high)

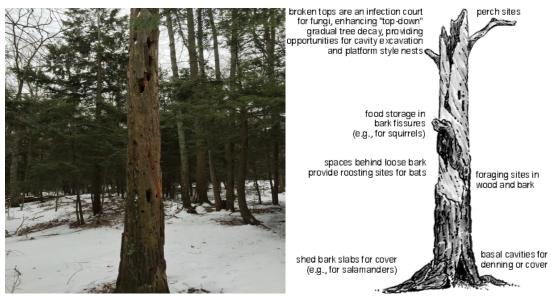


UNDERSTORY (low) **COVER** (a combination of regeneration and shrubs)



HARD MAST (acorn)

SOFT MAST (blueberry)



**SNAGS** 



**CAVITY TREES** 



DEAD & DOWN (breakage & blowdown)

DEAD & DOWN (stem exclusion)





DEAD & DOWN (breakage)

DEAD & DOWN (slash)

### **Codes for Data Dictionary**

letter code	Data Name	letter code	Data Name
ao	Autumn Olive		
ар	Apple		
as	Aspen		
ay	Ash Yellows		Timber Type
ba	Barberry	Ad	Administrative Site
bb	Burning Bush	Es	Early Successional
bbc	Black Birch Canker	Ew	Emergent Wetland
bbd	Beech Bark disease	Few	Fern Wetland
bd	Blowdown	Fi	Field
be	Beech	Fw	Forested Wetland
bev	beaver impoundment	Hk	Hemlock
bg	Black Gum	Hw	Mixed Hardwood
bc	Black Cherry	La	Landing
bh	Beaked Hazelnut	Ot	Other
bi	Bittersweet	Ro	Red Oak
bo	Black Oak	Ss	Scrub-Shrub Wetland
bou	Boulders	Wa	Water
br	Brambles	Wp	White Pine
brk	Breakage		
bu	Buckthorn		
bw	Basswood		
ce	Cedar		Harvest Type
ch	Chestnut	Cc	Clear Cut
со	Chestnut Oak	Ct	Crown Thinning
fe	Fern	Gs	Group Selection Harvest
cm	Clubmoss	Ic	Improvement Cutting
el	Elm	Lt	Low Thinning
fo	Forb	Sal	Salvage
gb	Grey Birch	SI	Selection Thinning
gr	Grass		
grp	Grape		
ha	Hawthorne		
hb	Highbush Blueberry		Size Class
hi	Hickory	Se	Seedling Size Class
hik	Hiking	Sa	Sapling Size Class
hk	Hemlock	Po	Pole Size Class
ho	Houselot	St	Sawtimber Size Class
hop	Hophornbeam	Ls	Large Sawtimber Size Class
hs	Honeysuckle	At	Antique Size Class
hwa	Hemlock Wooly Adelgid		
lb	Lowbush Blueberry		

### Forest Management Plan for Amherst, NH (2020-2040)

	1	
le	Ledge	
li	Lichen	
mb	Mountain Bike	
ml	Mountain Laurel	
mo	Moss	
mr	Multi Flora Rose	
na	no access	
pb	Partridgeberry	
рр	Pitch Pine	
rf	Road Frontage	
rm	Red (soft) Maple	
ro	Red Oak	
sa	Sassafras	
sb	Sweet (black) Birch	
se	Stem Exclusion	
sf	Sweet Fern	
sl	Slash	
slo	Slope	
sm	Sugar (hard) Maple	
stm	Striped Maple	
sw	Swallowwort	
vi	Viburnum	
VS	Viewshed	
wa	White Ash	
wb	White Birch	
wet	Wet	
wh	Witch Hazel	
wo	White Oak	
wp	White Pine	
wpn	White Pine Needle Cast	
yb	Yellow Birch	



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Meeting Date: March 22, 2021 Staff Contact:

BΑ	\CI	((	ЭR	О	UN	D	INF	OR	RMA	<b>NTIC</b>	ON:
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**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:** PILOT agreement with Parkhurst **Department:** Administration

Place

**Meeting Date:** March 22, 2021 Staff Contact:

### **BACKGROUND INFORMATION:**

The Board of Selectmen have negotiated an updated Payment In Lieu of Taxes with the Souhegan Valley Interfaith Housing Corporation, the owner of Parkhurst Place Limited Partnership.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### POLICY IMPLICATIONS:

### DEPARTMENT HEAD RECOMMENDATION:

### **SUGGESTED MOTION:**

I move we approve the attached Payment In Lieu of Taxes with Souhegan Valley Interfaith Housing Corp.

### TOWN ADMINISTRATOR RECOMMENDATION:

NA

### ATTACHMENTS:

1. Parkhurst Place Final PILOT agreement to BOS 3-18-21

#### TOWN OF AMHERST

### AGREEMENT RELATIVE TO PAYMENT IN LIEU OF TAXES

This AGREEMENT (the "**Agreement**") is entered into on March \_\_\_\_\_, 2021, by and between the Town of Amherst, a New Hampshire municipality with a mailing address of 2 Main Street, Amherst, New Hampshire 03031 (the "**Town**") and Souhegan Valley Interfaith Housing Corporation, a New Hampshire nonprofit corporation with a mailing address of 11 Veterans Road, Unit 100, Amherst, New Hampshire 03031 ("**Sponsor**"), collectively the "**Parties**".

WHEREAS, Sponsor was formed by local town residents and churches in 2001 as a New Hampshire nonprofit corporation under RSA Ch. 292 to provide affordable housing for the elderly in the Amherst, NH, area;

WHEREAS, Parkhurst Place Limited Partnership, a New Hampshire Limited Partnership ("Owner"), has been, and remains, the owner of property located in the Town of Amherst known as Parkhurst Place at 11 Veterans Road, Amherst, NH, identified on the Town's tax records as Tax Map 2, Lot 94 (the "Property"), on which Property improvements were constructed in 2001-2002 in the form of a senior, low-income residential housing facility;

WHEREAS, the Owner currently has two partners: a general partner and a limited partner;

WHEREAS, the general partner, Parkhurst Place, Inc., is a New Hampshire domestic business corporation organized in 2001 under RSA Ch. 293-A by Sponsor, and it was and continues to be wholly owned by Sponsor and has and continues to function as general partner of Owner ("GP");

WHEREAS, Owner was also formed by Sponsor in December 2001 under RSA Ch. 304-B as a partnership between the GP and a for-profit, low-income housing tax credit investor ("Investor Limited Partner") who provided funding to the Owner to develop the Property in exchange for federal tax credits pursuant to Section 42 of the Internal Revenue Code;

WHEREAS, effective November 30, 2020, Sponsor became the sole limited partner of Owner through buying out the interests of the Investor Limited Partner so that the Property is no longer subject to or governed by the Low-Income Housing Tax Credit program under Section 42 of the Internal Revenue Code;

WHEREAS, as a result of Sponsor owning one hundred percent (100%) of the ownership equity and control of the GP and being sole limited partner of Owner, Sponsor now effectively owns and operates the Property as a forty-two (42) unit, age-restricted senior affordable housing facility whereby (i) 22 of the units are currently leased to households with incomes at or below 60% of the area median income ("AMI") and (ii) the remaining 20 units are currently available to seniors at up to market rental rates ("Unrestricted Units"), as established by contract and covenant, running with the land, with the New Hampshire Housing Finance Authority;

WHEREAS, Sponsor represents that all Unrestricted Units are currently leased to seniors at less than market rents and instead leased to households at or below 80% of AMI;

WHEREAS, Sponsor represents that the Property is a charitable, nonprofit community housing facility for elderly and disabled persons and that it intends to continue the practice of leasing all units at the Property at rental rates at or below 80% of AMI;

WHEREAS, Sponsor makes certain common area facilities at the Property, such as the socalled community room, available to its tenants and to the community at large for gatherings of benefit and interest to its tenants and to the general public at no cost to them;

WHEREAS, Sponsor has represented to the Town that it has an independent board of directors and actively controls and oversees the GP and the management of the Property;

WHEREAS, subject to these facts and the terms below, the Town's Board of Selectmen has determined that the Property is currently eligible for and entitled to pay a sum in lieu of taxes pursuant to RSA 72:23-k;

NOW THEREFORE, pursuant to RSA 72:23-k, in consideration of the mutual promises herein contained, as well as other valuable consideration, the Parties hereto agree as follows:

- 1. <u>Classification of Property</u>. So long as this Agreement is in effect, the Town will classify the Property as qualifying for the exemption provided by RSA 72:23-k and, pursuant thereto, will cause a bill to be generated to Owner in the PILOT Amount defined below, payable on or before December 1 of each successive year, commencing with December 1, 2021.
- 2. <u>Amount of Payment in Lieu of Taxes</u>. Each bill issued by the Town shall require Owner to pay an amount equal to (a) the then-current municipal, non-school and county government portions of the local tax rate applicable to the tax year of the bill, against (i.e., multiplied by) (b) the net local assessed value of the Property in the tax year of the bill as if the Property were subject to taxation at its full and true market value (such amount each year, the "PILOT Amount"). The "full and true market value" shall mean the property's full and true value as the same would be appraised in payment of a just debt due from a solvent debtor (RSA 75:1). The Town shall receive from Owner upon the Town's request all evidence relative to the market value of the Property, inclusive of all sources of income, to assist the Town in developing the assessed value. It is understood and agreed that the PILOT Amount shall not include any portion of the levy known as the "statewide property tax."
- 3. <u>Taxes for 2019 and 2020</u>. The Town shall determine the PILOT Amounts that would have been due from Owner for the 2019 and 2020 tax years as if this Agreement had been in effect earlier for those tax years. The Town, by action taken by its Board of Selectmen on or before March 22, 2021, shall:
  - a. Pursuant to RSA 76:16, issue a tax abatement for any taxes paid to the Town by Owner with respect to the Property for the 2019 and 2020 tax years to the extent that the taxes paid for such years are in excess of the PILOT Amounts applicable to such tax years, plus statutory interest accrued thereon, if any, as set forth in RSA 76:17-a; and

- b. Authorize and require the Town's tax collector to promptly release that certain tax lien filed against the Property in the Hillsborough County Registry of Deeds at Book 9345, Page 1450.
- 4. <u>Termination of Agreement</u>. Either Party may terminate this Agreement by providing written notice to the other Party, before April 1 of any given year, of intent to terminate this Agreement, pursuant to which this Agreement will not be applicable to the forthcoming tax year. In the event of a termination by a Party, each Party shall thereupon become entitled to exercise any right to assess taxes, or to claim an exemption or an abatement from taxes, on the Property, as available to any such Party pursuant to applicable law.
- 5. <u>Annual Information and Filing Requirements</u>. It is understood that Sponsor shall be responsible for annual filings and submission of information typically required to support a real estate tax exemption pursuant to RSA 72:23, VI and 23-c. In accordance therewith, during the term of this Agreement, Sponsor shall file with the Town's Board of Selectmen:
  - a. Prior to April 15 of each year (or as state law then requires if such law has been amended hereafter), a list of all real estate and personal property owned by Sponsor at the Property to which this Agreement pertains, in the form prescribed and provided by the New Hampshire Board of Tax and Land Appeals pursuant to RSA 72:23-c.
  - b. On or before June 1 of each year, a statement of Sponsor's financial condition along with a statement of the financial condition of the GP, applicable to the preceding fiscal year in the form prescribed and provided by the New Hampshire Board of Tax and Land Appeals. These financial statements shall be accompanied with such other information as may be required by the Town pursuant to RSA 72:23-c, which may include but not be limited to:
    - i. Updated by-laws governing Sponsor and the GP;
    - ii. Updated lists identifying the officers and directors governing Sponsor and the GP;
    - iii. Copies of minutes of regularly-scheduled meetings held in the preceding year showing the actions and considerations by Sponsor's board of directors in governing the GP and managing the Property;
    - iv. Any changes to the management, governing and operating documents or structure of Sponsor or the GP, including amendments to articles of incorporation;
    - v. The then-current rental rates for residents at the Property, as well as how those rates relate to resident incomes or the AMI;
    - vi. Benefits and services provided by Sponsor in the preceding fiscal year to the tenants at the Property beyond rent relief; and
    - vii. Benefits provided by Sponsor to the community at large, such as use of the community room.

- 6. **Entire Agreement**. This Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof.
- 7. <u>Amendment</u>. This Agreement shall only be amended by a writing duly authorized and executed by the Parties.
- 8. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Agreement delivered via facsimile, electronic mail, or in pdf format shall be deemed an original for all purposes.

Signature pages follow

TOWN OF AMHERST
By: Its Board of Selectmen
By:Peter Lyon, Chairman
By:
By:
By: Tom Grella, Selectman

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of March \_\_\_\_\_,

2021.

John D'Angelo, Selectman

### SOUHEGAN VALLEY INTERFAITH HOUSING CORPORATION, for itself and on behalf of Parkhurst Place Limited Partnership

By: Its Board of Directors

Richard Katzenberg	
Cynthia Dokmo	
Janet Johnson	
Albert C. Fach	
Paul Spiess	



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Forestview Cemetery, Andrew Mullin Department: Public Works

Eagle Scout Project

**Meeting Date:** March 22, 2021 **Staff Contact:** 

**BACKGROUND INFORMATION:** 

**BUDGET IMPACT:** 

(Include general ledger account numbers)

**POLICY IMPLICATIONS:** 

**DEPARTMENT HEAD RECOMMENDATION:** 

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

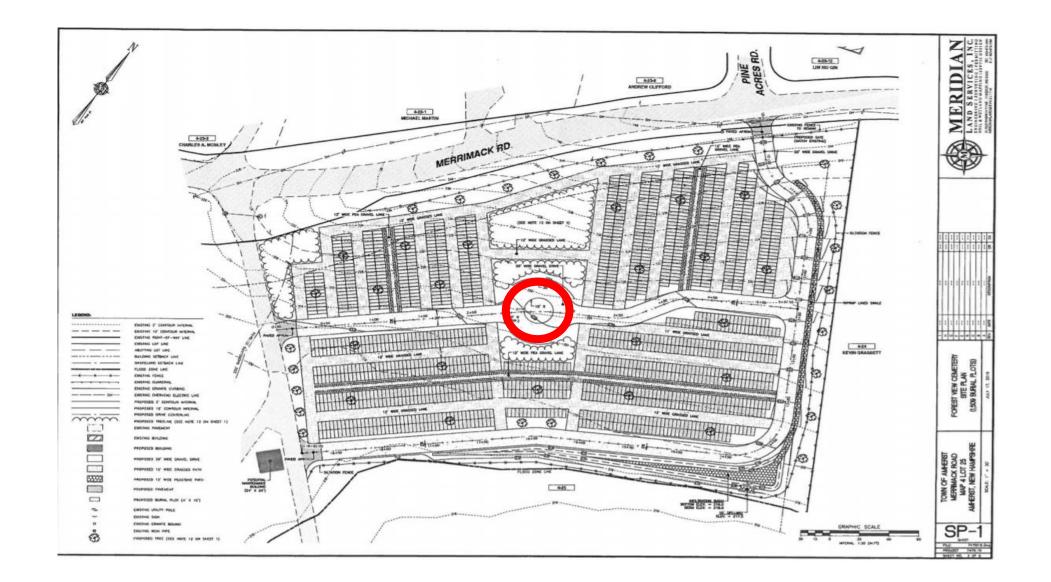
#### ATTACHMENTS:

1. Forestview Cemetery - Andrew Mullin - 2021-03-02

# Forestview Cemetery Eagle Scout Project

Andrew Mullin

- Andrew Mullin, an Amherst resident and scout with Troop 4 in Milford, is planning to build a circular seating area along with two granite benches and a flagpole at Forestview Cemetery
- Andrew is working closely with the Cemetery Board of Trustees and the DPW on this project
- The current plan is for this project to be complete and to hold a public flag raising on Flag Day – Monday, June 14
- A number of local businesses, civic organizations and individuals are providing support to Andrew with this effort
- The Board of Selectmen will want to accept this gift once the project is completed, but I think it would make sense to go on record at this point as appreciative and supportive of this project













# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Road Reconstruction - RFP award Department: Public Works

Macting Date: March 22, 2021

Staff Contact: Frie Habn

Meeting Date: March 22, 2021 Staff Contact: Eric Hahn

#### **BACKGROUND INFORMATION:**

DPW structured the road reconstruction RFP differently this year. Due to the uncertainty of the upcoming town meeting and results, DPW reserved the ability in the contract to add and delete road segments even after the award of the contract. We asked for base line bids according to individual road segments according to the estimated quantities and methods we provided in the RFP. We sent the RFP to a number of contractors. At the bid opening we received one bid submitted. Another contractor, Pike Industries was present for the opening and volunteered that they had been very interested in the RFP but could not find a partner suitable to their needs to make a submission. It is apparent that other qualified contractors were uncomfortable with the terms we laid out for our own flexibility and funding uncertainty. The baseline bid submission from Continental Paving Incorporated for all of the road segments listed is \$1,509,655.50. Though this amount is within the anticipated funding available, even presuming a default budget for next fiscal year, that, along with the \$521,000 available within the current fiscal year. DPW proposes that the BOS consider awarding at this time a contract with a value of \$1,300,000, which will allow the following roads to be rebuilt: Christian Hill from Green Road to Rt 13, Dodge Rd from Mackhill to end of pavement near the DPW yard and a through route from Dodge Road to Rt 101 following Blueberry to Bayberry, Bayberry full length to Blueberry and Blueberry to Rt 101. Further road segments can be considered after the results of town meeting are known. This strategy will leave \$421,000 of uncommitted funds in the event of a default budget and other town obligations that may reduce the road rebuild line and \$521,000 of uncommitted funds if the budget passes. This RFP stipulated that any awarded segments of road need to be completed before winter, another RFP will be published next year. Another facet of this years RFP is the awareness that DPW has of rising fuel prices and liquid asphalt prices and a desire to limit the contract to one construction season.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

\$1,300,000. Of which \$521,000 is the balance of current fiscal year budget and \$779,000 of the next fiscal year's budget.

#### **POLICY IMPLICATIONS:**

DPW desires to stay on track for the road plan without over obligating the town.

#### DEPARTMENT HEAD RECOMMENDATION:

Award a contract to Continental Paving for the amount of \$1,300,000.

#### SUGGESTED MOTION:

#### TOWN ADMINISTRATOR RECOMMENDATION:

I am concerned about a project worth over a \$1 million dollars being awarded on the basis of a single bid. Continental has had the contract for several years, the last two being the result of extensions without bids. When we then do bid it out it the appearance of having only one bidder is that we either intentionally wrote the bid so that only one company could meet the bid requirements or that other bidders have a reason to think it is a waste of time because they believe only one bidder will be seriously considered. Even if neither of these things are technically true the appearance is certainly there.

#### ATTACHMENTS:

- 1. CPI Bid
- 2. CPI award form 05-21

# **Bid Security**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned,
CONTINENTAL PAVING, INC., LONDONDERRY, NH 03053 , as Principal, and
BERKLEY INSURANCE COMPANY, WESTBROOK, ME 04098, as Surety are hereby
held and firmly bound unto the Town of Amherst, New Hampshire, as OWNER in the penal
sum of TEN PERCENT OF BID - (10%) -
for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors, and assigns.
Signed, thisday ofMARCH, 2021
The Condition of the above obligation is such that whereas the Principal has submitted to the
Town of Amherst New Hampshire a certain BID, attached hereto and hereby made as part hereof
to enter into an Agreement in writing, for Work related to Contract #05-21, "Town of Amherst Bid # 05-21 Multi-Road Construction -2021 CONSTRUCTION SEASON."
Now Therefore:
(a) If said Did shall be unicated as

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the principal shall execute and deliver an agreement in the form of Agreement attached hereto and shall furnish Performance and Payment Bonds for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform under the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Town of Amherst may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS THEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CONTINENTAL PAVING, INC.

Principal

BERKLEY INSURANCE COMPANY

Surety

ELIZABETH A. MORRISSETE, ATTORNEY-IN-FACT

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of New Hampshire

# POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Lisa J. Nolan; Christine M. McCusker; Chris Sharpe; Beatrice Lachance; James Harrison; Tara C. Dean; Jeffrey J. Schroeder; Elizabeth A. Morrissette; or Nicki A. Runci of FIAI, Inc. dba Cross Insurance - Manchester of Manchester, NH its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

Vincent P. Forte

#### **BID SCHEDULE**

Proposal of Continental Paving, Inc.	(herein after called "BIDDER"), organized and existing
under the laws of the state of New Hampshire doing	business as
a corporation	

To the Town of Amherst (hereinafter called "OWNER"): In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all Part 1 Work for Bayberry Drive, Blueberry Hill Road, Christian Hill Road, Dodge Road, and Jones Road; all Part 2 Work for Caldwell Drive, Church Street, Jailhouse Road, Manhattan Drive, and School Street; and all Part 3 Work for Mack Hill Road and Ravine Road, in strict accordance with the #05-21 Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the BIDDER certifies, and in the case of a joint bid, each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communications or agreement as to any matter relating to this Bid with any other BIDDER or with any competitor.

The BIDDER declares that no person in the employ of the OWNER is particularly interested in this proposal or in the Contract for the Work which he/she proposes to do, that he/she has carefully examined the Contract Documents and Technical Specifications and has informed him/herself fully in regard to all conditions pertaining to the site where the Work is to be done and has carefully estimated the work. He/she understands that the OWNER, its agents and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans or locations of underground structures relating to the Work, and that if any have been given or made, they are to be considered solely as a base for filling out and comparing the several proposals.

The BIDDER proposes to furnish all the labor, equipment and materials required for carrying out the Work in accordance with the accompanying Contract Documents and Technical Specifications issued by the Town of Amherst – Department of Public Works for the sum specified herein, subject to additions and deductions according to said Contract Documents and Technical Specifications, and in all respects according to the terms thereof. Additionally, the BIDDER agrees to furnish all the labor, equipment and materials required for carrying out the work specified herein without the benefit of a Fuel Adjustment, but with benefit of an Asphalt Cement Adjustment to the extent provided for under the Contract Documents.

BIDDER hereby agrees to commence Work under this Contract on or before the date to be specified in the Notice to Proceed. BIDDER agrees both Substantial and Final Completion of the Work shall be achieved on or before those dates specified in the Contract Documents. BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The BIDDER proposes and agrees that within ten (10) days from such date as Notice of the Award shall be given to him/her or mailed to him/her at the address hereinafter given, that he/she will sign three (3) copies of the Agreement, and will execute and deliver to the OWNER the Agreement and bonds in the sums specified, conditioned to faithfully furnish and do everything required of the CONTRACTOR, with a surety company authorized to do business in New Hampshire.

<sup>\*</sup> Inset "a corporation," "a partnership," or "and individual" as applicable

The BIDDER acknowledges receipt of the following addenda:

No. One (001)	, dated March 1	, 20 21
No.	, dated	, 20
No.	, dated	, 20
No.	, dated	, 20
No.	, dated	, 20
No.	, dated	, 20
No.	, dated	, 20
No.	, dated	, 20

SCHEDULE OF PRICES: This proposal shall be filled in by the BIDDER with the prices written in both words and numerals and the extensions made by him/her. In case of discrepancy between words and numerals, the amount shown in words shall govern.

Part 1-A Bayberry Dr. – 1,080 LF or 2,520 SQ YDS

Item#	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
201.1	1 EA	Tree Trimming		<u> </u>
		Two Thousand Two Hundred and 00/100 per Day	\$ 2,200.00	\$_2,200.00
203	1 EA	Roadway Ditching		
		Two Thousand Two Hundred	-9	
		and 00/100 per Day	\$ <u>2,200.0</u> 0	<u>\$</u> 2,200.00
304.2	23-Tens 40 Tons	Crushed Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$_25.00	<u>\$_1,000.00</u>
304.32	-116-Tons 200 Tons	Shoulder Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$ 25.00	5,000.00 \$
306.108	2600 SQ. YDS	Road Reclaim		
		Two and 00/100		
		per Square Yard	\$_2.00	\$_5,200.00
403.11	360 Tons	Hot Bituminous Pavement, Machine Method (2.5" bir	nder course)	
		Seventy Five and 00/100		
		per Ton	\$75.00	<u>\$ 27,000.</u> 00
403.111	225 Tons	Hot Bituminous Pavement, Machine Method (1.5" @1	/2" wearing course)	
		Seventy Five and 00/100		
		per Cubic Yard	\$ 75.00	<u>\$ 16,875.</u> 00

403.12	20 Tons	Hot Bituminous Pavement, Hand Method		
		One Hundred Twenty Five	_	
		and 00/100 per Day	\$125.00	\$_2,500.00
618.7	60 Hours	Flaggers		
		Thirty Eight and 00/100	-	
		per Hour	\$ 38.00	\$_2,280.00
619.1	LS	Maintenance of Traffic		
		Two Thousand and 00/100	•	
		per Lump Sum	\$_2,000.00	\$
632.3112	30 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Linear Foot	<b>\$</b> 30.00	\$_900.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwa	ater Controls	
		Fifteen Hundred and 00/100		
		per Lump Sum	<u>\$ 1,500.0</u> 0	<u>\$</u> 1,500.00
646.51	480 SQ. YDS	Turf Establishment with Mulch Tackifiers and 4" Loa	am at	
		Four and 00/100		
		per Square Yard	<b>\$_4.00</b>	\$_1,920.00
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/100		
		per Each	\$ 250.00	<u>\$ 250 </u>
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
		Five Hundred and 00/100		
		per Each	<u>\$_500.00</u>	\$_500.00

#### TOTAL BASE BID PART-1 A:

					\$ 71,325.00				
renty	y One	Thousand	Three	Hundred	Twenty	Five			
d 00	/100	Dollars							
n	nd 00	nd 00/100	nd 00/100 Dollars	nd 00/100 Dollars	nd 00/100 Dollars	nd 00/100 Dollars			

# <u>Part 1-B</u> <u>Blueberry Hill Road</u> – 1,861 LF or 4,755 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
201.1	½ Day	Tree Trimming		
		Two Thousand Two Hundred	<del>.</del>	
		and 00/100 per Day	\$_2,200.00	<u>\$_1,100.00</u>
203	2 Days	Roadway Ditching		
		Eighteen Hundred and 00/100		
		per Day	\$_1,800.00	<b>\$</b> _3,600.00
304.32	†16 Tons 285 Tons	Shoulder Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$_25.00	\$ <u>7,125.0</u> 0
306.108	3790 SQ. YDS	Road Reclaim		
		Two and 00/100		
		per Square Yard	\$_2.00	<b>\$</b> _7,580.00
403.11	550 Tons	Hot Bituminous Pavement, Machine Method (2.5" bit	nder course)	
		Seventy Five and 0/100		
		per Ton	\$75.00	\$_41,250.00
403.111	340 Tons	Hot Bituminous Pavement, Machine Method (1.5" @	1/2" wearing course)	
		Seventy Five and 0/100		
		per Cubic Yard	\$_75.00	\$ <u>25,500</u> .00

403.12	12 Tons	Hot Bituminous Pavement, Hand Method		
		One Hundred Twenty Five	-	
		and 00/100 per Day	<b>\$</b> _125.00	<u>\$ 1,500.0</u> 0
570.415	2 EA	MRM Headwall (15" Pipe)		
		Fifteen Hundred and 00/100		
		per Day	<u>\$_1,500.0</u> 0	\$_3,000.00
603.83215	40 Linear Feet	15" Plastic (Smooth Interior HDPE) pipe at		
		Sixty and 00/100		
		per Day	\$_60.00	\$_2,400.00
618.7	60 Hours	Flaggers		
		Thirty Eight and 00/100		
		per Hour	\$ 38.00	<u>\$</u> 2,280.00
619.1	LS	Maintenance of Traffic		
		Three Thousand and 00/100		
		per Lump Sum	\$_3,000.00	\$_3,000.00
632.3112	30 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Linear Foot	\$_30.00	\$_900.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwa	ter Controls	
	00000 <b>-</b> 000 gas 60 dece	Two Thousand and 00/100		
		per Lump Sum	<u>\$_2,000.00</u>	\$ 2,000.00
646.51	682 SQ. YDS	Turf Establishment with Mulch Tackifiers and 4" Loa	m at	
		Four and 00/100		
		per Square Yard	\$_4.00	\$ 2,728.00

670.066	Unknown QTY Each	Mailbox Support Assemblies at
		Two Hundred Fifty and 00/100
		per Each
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at
		Five Hundred and 00/100
		per Each
TOTAL BASE B	ID PART-1 B:	
	(Figure) \$	\$ 104,713.00
	(In words)	One Hundred Four Thousand Seven Hundred Thirteen
		and 00/100 Dollars

<u>Part 1-C</u> <u>Christian Hill Road (From SR13 to Green Road)</u> – 5,369 LF or 11,335 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figure	Total Figure
201.1	5 Days	Tree Trimming		
		Two Thousand Two Hundred		
		and 00/100 per Day	\$ 2,200.00	<u>\$_11,000.</u> 00
203	8 Days	Roadway Ditching		
		Eighteen Hundred and 00/100		
		per Day	\$_1,800.00	\$_14,400.00
203.1	1,605 Cubic Yards	Common Excavation		
		Eight and 00/100		
		per Cubic Yard	\$_8.00	<u>\$_12,840.</u> 00
203.6	25 Cubic Yards	Embankment in Place		
		Ten and 00/100		
		per Cubic Yard	\$_10.00	\$_250.00_

214	2 Days	Fine Grading		
		Two Thousand and 00/100	_	
		per Day	<u>\$</u> 2,000.00	\$_4,000.00
304.2	<del>2,533-Tons</del> 4055 Tons	Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$ 25.00	<u>\$ 101,375</u> .00
304.32	300 Tons 500 Tons	Shoulder Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$_25.00	<u>\$ 12,500.</u> 00
306.108	11,931 SQ. YDS	Road Reclaim		
		One and 50/100		
		per Square Yard	\$_1.50	<u>\$_17,896.</u> 00
403.11	1700 Tons	Hot Bituminous Pavement, Machine Method (2.5" b	inder course)	
		Seventy Two and 00/100		
		per Ton	<u>\$_72.00</u>	\$ 122,400.00
403.111	1010 Tons	Hot Bituminous Pavement, Machine Method (1.5" @	1/2" wearing course)	
		Seventy Five and 00/100		
		per Cubic Yard	\$_75.00	\$ 75,750.00
403.12	75 Tons	Hot Bituminous Pavement, Hand Method		
		One Hundred Twenty Five		
		and 00/100 per Day	<u>\$ 125.00</u>	<u>\$ 9,375.00</u>
570.415	5 EA	MRM Headwall (15" Pipe)		
		Fifteen Hundred and 00/100		
		per Day	<u>\$_1,500.00</u>	\$ 7,500.00

603.82212	310 Linear Feet	12" Plastic (Smooth Interior HDPE) pipe at		
		Fifty and 00/100	-	
		per Day	\$_50.00	<u>\$ 15,500.</u> 00
603.83215	80 Linear Feet	15" Plastic (Smooth Interior HDPE) pipe at		
		Fifty Five and 00/100		
		per Day	\$_55.00	<u>\$_4,400.00</u>
604.12	5 EA	Catch Basin Type B		
		Two Thousand Five Hundred		
		and 00/100 per Day	\$_2,500.00	<u>\$_12,500.00</u>
609.811	850 Linear Feet	Bituminous Curb, Type B 4" Reveal		
		Four and 50/100		
		per Hour	<b>\$</b> _4.50	\$ 3,825.00
618.7	160 Hours	Flaggers		
618.7	160 Hours	Flaggers  Thirty Eight and 00/100		
618.7	160 Hours		<b>\$</b> _38.00	<u>\$ 6,080.0</u> 0
618.7	160 Hours	Thirty Eight and 00/100	\$_38.00	<u>\$ 6,080.0</u> 0
		Thirty Eight and 00/100  per Hour	<u>\$ 38.00</u>	<u>\$ 6,080.0</u> 0
		Thirty Eight and 00/100  per Hour  Maintenance of Traffic	\$_38.00 \$_4,000.00	
		Thirty Eight and 00/100 per Hour  Maintenance of Traffic  Four Thousand and 00/100		
619.1	LS	Thirty Eight and 00/100		
619.1	LS	Thirty Eight and 00/100		
619.1	LS	Thirty Eight and 00/100	\$ 4,000.00 \$ 30.00	\$ 4,000.00
619.1 632.3112	LS 60 Linear Feet Unknown Quantity	Thirty Eight and 00/100	\$ 4,000.00 \$ 30.00	\$ 4,000.00

4000 SQ. YDS	Turf Establishment with Mulch Tackifiers and 4" Loa	am at	
	Four and 00/100		
	per Square Yard	\$_4.00	<u>\$_16,000.</u> 00
Unknown QTY Each	Mailbox Support Assemblies at		÷.
	Two Hundred Fifty and 00/100		
	per Each	\$_250.00	<u>\$ 250.00</u>
Unknown QTY Each	Multiple Mailbox Support Assemblies at		
	Five Hundred and 00/100		
	per Each	\$_500.00_	\$_500.00
BID PART-1 C:			
(Figure) \$	\$ 456,141.50		
(In words)	Four Hundred Fifty Six Thousand	One Hundred	i
	Forty One and 50/100 Dollars		
	Unknown QTY Each  Unknown QTY Each  BID PART-1 C:  (Figure) \$	Four and 00/100	Four and 00/100

# Part 1-D Dodge Road (From Mack Hill Road to gravel road seam) – 3,313 LF or 8,098 SQ YDS (10,418 SQ YDS Including DPW Parking)

<u>Item #</u> 201.1	Est. Quantities 4 Days	Description & Unit Price in words  Tree Trimming	<u>Unit Figures</u>	Total Figures
		Two Thousand Two Hundred and 00/100 per Day	\$_2,200.00	\$ <u>8,800.0</u> 0
203	4 Days	Roadway Ditching		
		Eighteen Hundred and 00/100		
		per Day	\$ <u>1,800.0</u> 0	\$ 7,200.00
203.1	5,889 Cubic Yards	Common Excavation		
		Eight and 00/100		
		per Cubic Yard	\$_8.00	<u>\$47,112.</u> 00

203.6	25 Cubic Yards	Embankment in Place		
		Ten and 00/100		
		per Cubic Yard	\$ 10.00	\$ 250.00
214	2 Days	Fine Grading		
		Two Thousand and 00/100		
		per Day	\$ 2,000.00	\$ 4,000.00
304.2	5,410-Tons 8750 Tons	Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$_25.00	\$ <u>218,750</u> .00
304.32	<del>178 Tons</del> 307 Tons	Shoulder Gravel		
	per Add #1	Twenty Five and 00/100		
		per Ton	\$_25.00	<u>\$_7,675.0</u> 0
306.108	10,418 SQ. YDS	Road Reclaim		
306.108	10,418 SQ. YDS	Road Reclaim One and 50/100		
306.108	10,418 SQ. YDS		<u>\$_1.50</u>	<u>\$ 15,627.</u> 00
306.108 403.11	10,418 SQ. YDS 1,476 Tons	One and 50/100		\$ <u>15,627.</u> 00
	,	One and 50/100  per Square Yard		<u>\$_15,627.</u> 00
	,	One and 50/100 per Square Yard  Hot Bituminous Pavement, Machine Method (2.5" bir		\$_15,627.00 \$_106,272.00
	,	One and 50/100 per Square Yard  Hot Bituminous Pavement, Machine Method (2.5" bir  Seventy Two and 00/100	\$_72.00	
403.11	1,476 Tons	One and 50/100	\$_72.00	
403.11	1,476 Tons	One and 50/100 per Square Yard  Hot Bituminous Pavement, Machine Method (2.5" bin  Seventy Two and 00/100 per Ton  Hot Bituminous Pavement, Machine Method (1.5" @ 1.5")	\$_72.00	
403.11	1,476 Tons	One and 50/100 per Square Yard  Hot Bituminous Pavement, Machine Method (2.5" bin Seventy Two and 00/100 per Ton  Hot Bituminous Pavement, Machine Method (1.5" @ Seventy Five and 00/100	\$ 72.00	\$ <u>106,272</u> .00
403.11 403.111	1,476 Tons 895 Tons	One and 50/100 per Square Yard  Hot Bituminous Pavement, Machine Method (2.5" bir  Seventy Two and 00/100 per Ton  Hot Bituminous Pavement, Machine Method (1.5" @  Seventy Five and 00/100 per Cubic Yard	\$ 72.00	\$ <u>106,272</u> .00

570.415	1 EA	MRM Headwall (15" Pipe)		
		Fifteen Hundred and 00/100		
		per Day	<u>s_1,500.0</u> 0	<u>\$_1,500.00</u>
609.811	680 Linear Feet	Bituminous Curb, Type B 4" Reveal		
		Four and 50/100		
		per Hour	\$ 4.50	<u>\$_3,060.0</u> 0
618.7	320 Hours	Flaggers		
		Thirty Eight and 00/100		
		per Hour	\$_38.00	<u>\$ 12,160.00</u>
619.1	LS	Maintenance of Traffic		
		Three Thousand Five Hundred		
		and 00/100 per Lump Sum	<u>\$</u> 3,500.00	<u>\$</u> 3,500.00
632.3112	15 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Linear Foot	\$30.00	\$_450.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwar	ter Controls	
		Two Thousand Five Hundred		
		and 00/100 per Lump Sum	\$ 2,500.00	\$_2,500.00
646.51	1500 SQ. YDS	Turf Establishment with Mulch Tackifiers and 4" Loa	m at	
		Four and 00/100		
		per Square Yard	\$ 4.00	\$_6,000.00
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/100		
		per Each	\$_250.00	\$ 250.00

670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at			
		Five Hundred and 00/100			
		per Each	<u>\$_500</u>	.00 \$	500.00
TOTAL BASE	BID PART-1 D;				
	(Figures) \$	\$ 517,731.00			
	(In words)	Five Hundred Seventeen Thousand	l Seven	Hundred	Thirty
		One and 00/100			

<u>Part 1-E</u> <u>Jones Road</u>— 1,841 LF or 4,704 SQ YDS

201.1 1 Days	Item #	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
	201.1	1 Days	Tree Trimming		
203			Twenty Two Hundred and 00/1	- 0 0	
Twenty Two Hundred and 00/100			per Day	\$_2,200.00	\$_2,200.00
	203	1 Day	Roadway Ditching		
203.1 200 Cubic Yards Common Excavation  Ten and 00/100  per Cubic Yard \$ 10.00 \$ 2,000.00  203.6 10 Cubic Yards Embankment in Place  Ten and 00/100  per Cubic Yard \$ 10.00 \$ 100.00  Shoulder Gravel			Twenty Two Hundred and 00/1	00	
Ten and 00/100			per Day	<u>\$</u> 2,200.00	\$_2,200.00
	203.1	200 Cubic Yards	Common Excavation		
203.6			Ten and 00/100		
			per Cubic Yard	<u>\$_10.00</u>	\$_2,000.00
per Cubic Yard \$ 10.00 \$ 100.00	203.6	10 Cubic Yards	Embankment in Place		
304.32 250-Fons Shoulder Gravel			Ten and 00/100		
200 I ONO SHOULD CHAVE			per Cubic Yard	\$_10.00	\$_100.00
	304.32	350 Tons	Shoulder Gravel		
per Add #1  Twenty Five and 00/100		per Add #1	Twenty Five and 00/100		
per Ton			per Ton	<u>\$_25.00</u>	\$_8,750.00
				· · · · · · · · · · · · · · · · · · ·	

306.108	4500 SQ. YDS	Road Reclaim		
		Two and 00/100		
		per Square Yard	<b>\$</b> _2.00	\$ 9,000.00
403.11	645 Tons	Hot Bituminous Pavement, Machine Method (2.5" b	inder course)	
		Seventy Five and 00/100		
		per Ton	\$ 75.00	<u>\$48,375.</u> 00
403.111	410 Tons	Hot Bituminous Pavement, Machine Method (1.5" @	)1/2" wearing course)	
		Seventy Five and 00/100		
		per Cubic Yard	\$_75.00	\$_30,750.00
403.12	30 Tons	Hot Bituminous Pavement, Hand Method		
		One Hundred Twenty Five		
		and 00/100 per Day	<u>\$ 125.00</u>	<u>\$ 3,750.0</u> 0
570.415	2 EA	MRM Headwall (15" Pipe)		
		Fifteen Hundred and 00/100		
		per Day	<u>\$ 1,500.0</u> 0	\$_3,000.00
603.83215	80 Linear Feet	15" Plastic (Smooth Interior HDPE) pipe at		
		Fifty Five and 00/100		
		per Day	\$_55.00_	\$ 4,400.00
609.811	166 Linear Feet	Bituminous Curb, Type B 4" Reveal		
		Four and 50/100		
		per Hour	\$_4.50	\$ 747.00
618.7	80 Hours	Flaggers		
		Thirty Eight		
		per Hour	\$ 38.00	\$_3,040.00

619.1	LS	Maintenance of Traffic		
		Twenty Five Hundred and 00/	100	
		per Lump Sum	\$_2,500.00	\$ 2,500.00
632.3112	30 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Linear Foot	\$_30.00	\$_900.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormw	ater Controls	
		Two Thousand and 00/100		
		per Lump Sum	\$_2,000.00	\$_2,000.00
646.51	850 SQ. YDS Turf Est	ablishment with Mulch Tackifiers and 4" Loam at		
		Five and 00/100		
		per Square Yard	<b>\$</b> _5.00	<u>\$_4,250.0</u> 0
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/100	)	
		per Each	<u>\$_250.00</u>	<u>\$</u> 250.00
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
		Five Hundred and 00/100		
		per Each	\$_500.00	\$500.00
TOTAL BASE I	BID PART-1 E:			
	(Figures) \$	128,712.00		
	(In words)	ne Hundred Twenty Eight Thousa	nd Seven Hun	dred
		Twelve and 00/100		

## <u>Part 2-A</u> <u>Caldwell Drive</u> – 1,270 LF or 3,669 SQ YDS

Item#	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
203	1 Day	Roadway Ditching		
		Twenty Two Hundred and 00/1	00	
		per Day	\$_2,200.00	\$_2,200.00
403.111	425 Tons	Hot Bituminous Pavement, Machine Method (2" @	1/2" wearing course)	
		Seventy Five and 00/100		
		per Cubic Yard	\$_75.00	<u>\$_31,875.</u> 00
417	3,724 Square Yards	2" Mill (Cold Planing Road Surface)		
		Two and 50/100		
		per Day	\$_2.50	\$_9,310.00
618.7	32 Hours	Flaggers		
		Thirty Eight and 00/100		
		per Hour	\$_38.00_	<u>\$ 1,216.00</u>
619.1	LS	Maintenance of Traffic		
		Twenty Five Hundred and 00/	100	
		per Lump Sum	\$_2,500.00	\$ 2,500.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwa	ter Controls	
	3019000450 <b>1</b> 01990001000	Fifteen Hundred and 00/100		
		per Lump Sum	<u>\$1,500.00</u>	\$ <u>1,500.00</u>
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/100	l	
		per Each	\$ 250.00	\$_250.00
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
		Five Hundred and 00/100		
		per Each	\$ 500.00	\$ 500.00
Page   29				

#### TOTAL BASE BID PART-2 A:

(Figure) \$	\$ 49,351.00
(In words)	Forty Nine Thousand Three Hundred Fifty One
	and 00/100

# <u>Part 2-B</u> <u>Church Street</u> – 585 LF or 1,365 SQ YDS

<u>Item #</u>	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
203	.5 Days	Roadway Ditching		
		Twenty Two Hundred and 00/10	00	
		per Day	<u>\$2,200.0</u> 0	<u>\$ 1,100.00</u>
403.111	155 Tons	Hot Bituminous Pavement, Machine Method (2" @1/	2" wearing course)	
		Eighty and 00/100		
		per Cubic Yard	\$_80.00	\$_12,400.00
417	1,365 Square Yards	2" Mill (Cold Planing Road Surface)		
		Two and 50/100		
		per Day	\$ 2.50	\$ <u>3,412.00</u>
618.7	16 Hours	Flaggers		
		Thirty Eight and 00/100		
		per Hour	\$_38.00_	<u>\$ 608.00</u>
619.1	LS	Maintenance of Traffic		
		Twenty Five Hundred and 00/10	00	
		per Lump Sum	\$_2,500.00	<u>\$2,500.0</u> 0
632.3112	12 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Hour	\$_30.00	\$_360.00

645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwater Controls		
		Fifteen Hundred and 00/100	<u>-</u>	
		per Lump Sum	<u>\$ 1,500.0</u> 0	<u>\$_1,500.00</u>
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/1	00	
		per Each	\$_250.00	<b>\$</b> _250.00
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
		Five Hundred		
		per Each	\$_500.00	\$ 500.00
TOTAL BASI	E BID PART-2 B:			
	(Figure) \$	\$ 22,630.50		
(In words) Twenty Two Thousand Six Hundred Thir			ndred Thirty	
		and 50/100 Dollars		

### <u>Part 2-C</u> <u>Jailhouse Road</u> – 293 LF or 610 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
203	.5 Days	Roadway Ditching		
		Twenty Two Hundred and 00/1	00	
		per Day	<u>\$_2,200.00</u>	\$_1,100.00
403.111	70 Tons	Hot Bituminous Pavement, Machine Method (1.5" @	1/2" wearing course)	
		Ninety Five and 00/100		
		per Cubic Yard	\$95.00	\$6,650.00
417	610 Square Yards	2" Mill (Cold Planing Road Surface)		
		Two and 50/100		
		per Day	\$2.50	<u>\$_1,525.</u> 00

618.7	16 Hours	Flaggers		
		Thirty Eight		
		per Hour	\$_38.00	\$_608.00
619.1	LS	Maintenance of Traffic		
		Twenty Five Hundred		
		and 00/100per Lump Sum	\$ 2,500.00	<u>\$ 2,500.0</u> 0
632.3112	15 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty and 00/100		
		per Linear Foot	\$_30.00_	\$_450.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormw	ater Controls	
		Fifteen Hundred and 00/100		
		per Lump Sum	<u>\$_1,500.00</u>	<u>\$ 1,500.00</u>
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two Hundred Fifty and 00/	100	
		per Each	<u>\$_250.00</u>	\$ 250.00
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
		Five Hundred and 00/100		
		per Each	\$_500.00	<u>\$</u> 500.00
TOTAL DAGE	DID DANGE C			
TOTAL BASE	(Figure) \$	6 15 000 00		
	(1 igute) o	\$ 15,083.00	*	
	(In words)	Fifteen Thousand Eighty Three and 00/100		

### <u>Part 2-D</u> <u>Manhattan Drive</u>– 912 LF or 2,432 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
203	1 Day	Roadway Ditching		
	Ze	Two thousand two hundrer of Cents per Day		<u>\$2,200</u> .00
403.111	275 Tons	Hot Bituminous Pavement, Machine Method (1.5" @	1/2" wearing course)	
	Ze	Seventy Five dollars r O Cents per Cubic Yard	s 75.00.	s 20,625.00
417	2,432 Square Yards	2" Mill (Cold Planing Road Surface)		
		Two dollars and fifty Cents per Day	s_2.50	s 6,080.00
618.7	16 Hours	Flaggers		
	Ze	Thirty eight dollars Ocents per Hour	s 38,00	s 608:00
619.1	LS	Maintenance of Traffic		
		Two thousand, five hunc zero centsper Lump Sum		s 2500.00
632.3112	12 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty dollars zero ce	ents	
		per Linear Foot	s 30.00	s 360.00
Unknown Quantity Lump Sum  Monitoring/Install of all Sediment, Erosion, Stormwater Controls			er Controls	
		One thousand five hun	dred dollo	urs
		Zero centper Lump Sum	s <u>1500.00</u>	s 1500.00
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
		Two hundred fifty do	llars	
		Zero cents per Each	s <u>ZSO.00</u>	\$ 250.00
Page   33				

670.0661

Unknown QTY Each

Multiple Mailbox Support Assemblies at

Five hundred dollars

Zexo Cents per Each

s 500.00 s 500.00

TOTAL BASE BID PART-2 D:

(Figures) \$

(In words)

four thousand six hundred three dollars and zero cents

Part 2-E School Street - 231 LF or 513 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
203	.25 Day	Roadway Ditching		
		Two thousand, two hu	ndred do	llars
		ZETO CENTS per Day	\$ 2,200.00	\$ 550.00
403.111	75 Tons	Hot Bituminous Pavement, Machine Method (2" @1/	2" wearing course)	
		One hundred dollars		
		ZEVD (ents per Cubic Yard	\$ 100.00	s 7,500.00
417	513 Square Yards	2" Mill (Cold Planing Road Surface)		
		Three dollars fifty cent	5	
		per Day	s 3.50	s 1795.50
618.7	16 Hours	Flaggers		
		Thirty eight dollars		
	20	co cents per Hour	s 38.00	s 608,00
619.1	LS	Maintenance of Traffic		
		Two thousand dollars		
		Zero cents per Lump Sum	s 2,000.00	s 2,000.00

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632.3112 15 Linear Feet Retroreflective Thermoplastic 12" Stop Bar \$ 30.00 \$ 450.00 per Linear Foot 645.1 Monitoring/Install of all Sediment, Erosion, Stormwater Controls Unknown Quantity Lump Sum five hundred dollars s 1500.00 670,066 Unknown QTY Mailbox Support Assemblies at Each \$ 250.00 \$ 250.00 670.0661 Unknown QTY Multiple Mailbox Support Assemblies at Each Zero Cents per Each s 500.00 TOTAL BASE BID PART-2 E: (Figures) \$ fteen thousand (In words)

<u>Part 3-A</u> <u>Mack Hill Road (From Dodge Road to Manchester Road)</u> – 1,400 LF or 3,733 SQ. YDS.

Item# Est. Quantities Description & Unit Price in words Unit Figures Total Figures 203 1 Day Roadway Ditching Two thousand two hundred dollars Zero Cents per Day \$2,200.00 \$ 2,200.00 304.32 34-Tons-Shoulder Gravel 65 Tons per Add #1 \$ 25.00 \$ 1625.00 Page | 35

403.111	420 Tons	Hot Bituminous Pavement, Machine Method (2" @1/2" wearing course)		
		Seventy five dollars		
		ZEAD CENTS per Cubic Yard	s 75.00	s 31,500,00
618.7	32 Hours	Flaggers		
		Thirty eight dollars		
		zero cents per Hour	s 38.00	s 1216.00
619.1	LS	Maintenance of Traffic		
		Two thousand dollars		
		2ero cents per Lump Sum	s 2000.00	s 2000.00
632.3112	15 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty disllars zero cen	ts	
		per Linear Foot	s 30.00	\$ 450.00
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwa	ter Controls	
	Lump Jum	One thousand five hundr	ed dollars	
		Zero cents per Lump Sum	s 1500,00	s 1500.00
670.066	Unknown QTY Each	Mailbox Support Assemblies at		
	Eddif	Two hundred fifty dolla	irs	
		Zero Cents per Each	\$ 250.00	s_250.00
670.0661	Unknown QTY Each	Multiple Mailbox Support Assemblies at		
	Lacii	Five hundred dollars		
		Zero Cents per Each	\$ 500.00	s_500.00
TOTAL BASE I	BID PART-3 A:			
	(Figures) \$	\$ 41,241.00		
	(In words)	Forty one thousand	two hun.	dred
		forty one thousand forty one dollars ar	nd zero	cents
		1		

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#### <u>Part 3-B</u> <u>Ravine Road</u>– 2040 LF or 4,760 SQ YDS

Item #	Est. Quantities	Description & Unit Price in words	Unit Figure	Total Figures
203	1 Day	Roadway Ditching Two thousand two hunders Zero cents per Day		s 2,200.00
304.32	100-Tens 189 Tons per Add #1	Shoulder Gravel  Twenty five dollars  Zero Cents per Ton	\$ <u>25.00</u>	s 4,725.00
403.111	536 Tons	Hot Bituminous Pavement, Machine Method (2" @1/2	2" wearing course)	
		Seventy five dollars zero (	rents \$ 75.00	s 40,200.00
618.7	32 Hours	Flaggers		
		Thirty eight dollars zero cents per Hour	s 38.00	s 1216.00
619.1	LS	Maintenance of Traffic		
		Two thousand dollars zero cents per Lump Sum	s <u>Z,000.</u> ∞	s 2,000,00
632.3112	12 Linear Feet	Retroreflective Thermoplastic 12" Stop Bar		
		Thirty dollars zero Cen	s 30.00	s <u>360.0</u> 0
645.1	Unknown Quantity Lump Sum	Monitoring/Install of all Sediment, Erosion, Stormwate		· 1
		A CONTRACTOR OF THE CONTRACTOR	indred d	
		Zero cents per Lump Sum	s 1500.00	s 1500.00

670.066

Unknown QTY

Each

Mailbox Support Assemblies at

Two hundred fifty dollars

2000 cents per Each

\$ 250.00

250,00

670.0661

Unknown QTY

Each

Multiple Mailbox Support Assemblies at

Fire hundred dollars

Zero Cents per Each

s 500.00

500.00

TOTAL BASE BID PART-3 B:

(in numerals) \$

(in words)

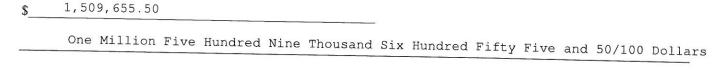
52,951.00

fifty one dollars and zero cent

#### **SUMMARY OF BID:**

PART -1-A	\$ 71,325.00
PART -1-B	\$ 104,713.00
PART -1-C	\$ 456,141.50
PART -1-D	\$ 517,731.00
PART -1-E	\$ 128,712.00
PART -2-A	\$ 49,351.00
PART -2-B	\$ 22,630.50
PART -2-C	\$ 15,083.00
PART -2-D	\$ 34,623.00
PART -2-E	\$ 15,153.50
PART -3-A	\$ 41,241.00
PART -3-B	\$ 52,951.00

### TOTAL BASE BID PRICE- Stormwater Plans & "Part 1", "Part 2", and "Part 3" Portions



TOTAL BASE BID PRICE – ALL STORMWATER AND "PART 1" PORTIONS WRITTEN

The award of this project will be selected on the basis of most reasonable and responsible BIDDER, based on the LOWEST REASONABLE TOTAL BASE BID PRICE for all Parts.

#### **BID CONDITIONS**

The BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the Bidding.

The BIDDER agrees that the Bid shall be valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, the BIDDER shall execute the formal contract Agreement and deliver the Agreement and those Performance and Payment Bonds required under the Contract Documents to the OWNER within ten (10) days.

In case this Bid shall be accepted by the OWNER, and the undersigned shall fail to execute the Agreement and furnish satisfactory Performance and Payment Bonds within ten (10) days from the date of Notice of Award, the OWNER may determine that the undersigned BIDDER to have abandoned both the Agreement and its Bid Security.

The full name and residence of all persons and parties interested in the foregoing Bid as principals are as follows:

Mark Charbonneau, President - Windham, NH

Richard Charbonneau, V.P./Treasurer - Litchfield, NH

#### EXECUTION

Seal (if corporation)

(Signature of BIDDER) Richard Charbonneau Vice President / Treasurer

(Title of BIDDER)

1 Continental Drive

(Business address of BIDDER)

Londonderry, NH 03053

(Town, State and Zip Code)

Dated the 16 day of March , 2021



## AMHERST, NH DEPARTMENT OF PUBLIC WORKS

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

March 1, 2021

# ADDENDUM NO. 001 REQUEST FOR PROPOSALS NO. 05-21 "Town of Amherst Multi-Road Construction 2021 Construction Season"

Prospective bidders are hereby notified of the following changes, additions, and/or clarifications to the Contract Documents for the above captioned project titled "Town of Amherst Multi-Road Construction 2021 Construction Season" under the provisions of Division 1 "Instructions to Bidders," paragraph 10 "Questions." These changes, additions, and/or clarifications shall be incorporated in, and shall become part of, the Contract Documents.

#### Responses to Question Submitted:

1) Item Numbers 670.066 and 670.0661 Mailbox/Multi Mailbox Assemblies - Could you describe the work expected under these items? Where quantities are unknown and not estimated, who or what will make the determination this work is done?

The work expected under these items will consist of the removal of a mailbox assembly, and later the reinstallation of said assembly in accordance with Town specifications as referenced in the Contract Documents. The work under these items shall also include the installation and later removal of temporary mailbox assemblies when required. Work under these item numbers shall include all necessary labor for removal and reinstallation of mailbox assemblies and temporary mailbox assemblies. Materials needed to complete work under these item numbers, specifically the furnishment of mailboxes and/or posts, and the furnishment of temporary mailbox assemblies, shall be the responsibility of the Owner to furnish.

Any mailbox assemblies required to be removed and reinstalled by the contractor shall be discussed prior to said work commencing in a meeting between the Director of Public Works or his/her designee and the Contractor. Any mailbox assembly that has required work under the abovementioned item numbers will be subject to inspection by the Director of Public Works before final payment of the Contract is made as per Division 1, "General Conditions", paragraph 16, "Final Payment." The Director of Public Works or his/her designee will make the final determination that this work has been completed.

2) On review of the layout specifications and summary of work, work is described that does not have an item number in the base bid. Could you clarify if some of this work, or potential work is to be considered subsidiary to other items, or to be added via change order or addendum?

We do not anticipate the following items to be needed/used in the completion of our above-captioned project:

- a. Lowering/Raising of Pavement Structures
- b. Underdrain Piping
- c. Granite Curbing
- d. Guardrail
- e. 18" HDPE Smooth Interior Pipe

The following items have been added to the Bid Schedule for the above-captioned project via this addendum and are further specified in Attachment 'A':

- a. Pipe Removal
- b. Erosion Stone
- c. 24" HDPE Smooth Interior Pipe
- d. 36" HDPE Smooth Interior Pipe
- e. 12" RCP 2000D
- f. 24" MRM Headwall
- g. 36" MRM Headwall
- h. Stone Fill Class C
- i. Stump Removal
- j. Remove Existing Pavement Structures

#### Addendum Item No. 1

14 11 2

The date referenced in *Division 1 "Instructions to Bidders"*, paragraph 10 "Questions," shall be changed from March 11, 2021 to March 8, 2021, and shall read:

#### Questions received after March 8, 2021 will not be answered.

#### Addendum Item No. 2

Attachment A provides a list of Item Numbers which shall be added via this addendum to the "Bid Schedule" in the Contract Documents under *Division 1*, "Bid Schedule".

#### Addendum Item No. 3

Attachment B provides a list of adjusted quantity estimates for aggregate materials by road. The included item number quantity adjustments shall replace all corresponding item number quantities listed in the Contract Documents under *Division 1*, "Bid Schedule" of the above-captioned project titled "Town of Amherst Multi-Road Construction 2021 Construction Season."

This Addendum No. 001 consists of two (2) pages, a two (2) page attachment 'A', and a two (2) page attachment 'B'.

\*\* All other terms and conditions of the Contract Documents shall remain unchanged. \*\*

#### End of Addendum No. 001

#### Attachment 'A'

Committee to

# ADDENDUM NO. 001 REQUEST FOR PROPOSALS NO. 05-21 "Town of Amherst Multi-Road Construction 2021 Construction Season"

The following item numbers with their corresponding units of measure, and estimated quantities if shown, shall be added via this addendum to the Bid Schedule of the above-captioned project titled "Town of Amherst Multi-Road Construction 2021 Construction Season." Prospective bidders shall complete in full the below requested unit pricing.

<u>Item #</u>	Est. Quantities	Description & Unit Price in words	Unit Figures	Total Figures
201.4	Unknown	Fire hundred dollars zero cents per Each	\$ 500.00	\$ 500.00
202.41	200 LF	Twenty dollars and D  cents per LF	s_20.00	<u>\$ 4000,00</u>
202.5	1 Each	Eight hundred dollars  Ocents per Each	\$ 800,00	\$ <u>800.00</u>
202.42	80 LF	REMOVAL OF EXISTING PIPE OVER 24" DIAME  Twenty five dollars and  Ocents per LF		\$_Z000.00
570.424	2 EA	24" MORTAR RUBBLE MASONRY HEADWALL Two thousand, two hundred O cents per Each		<u>\$ 4,400.00</u>

570.436	2 EA	36" MORTAR RUBBLE MASONRY HEADWALL		
		four thousand dollars O Cents per Each	\$ <u>4,000.00</u>	s_8,000.00
583.1	10 CY	RIPRAP, CLASS I		
		Seventy five dollars Ocents percy	s_75.00	s 750.00
585.3	25 CY	STONE FILL, CLASS C		
		Fifty dollars Ocents per CY	s 50.00	s <u>1,250.0</u> 0
603.00212	8 LF	12" R.C. PIPE, 2000D		
		Sixty dollars Ocents per LF	s 60.00	<u>\$480.00</u>
603.82224	40 LF	24" SMOOTH INTERIOR, DOUBLE WALL (TYPE	S) HDPE	
		Seventy five dollars Ocents per LF	<u>\$ 75.00</u>	<u>\$ 3,000.</u> ∞
603.82236	80 LF	36" SMOOTH INTERIOR, DOUBLE WALL (TYPE	S) HDPE	
		One hundred dollars O Cents per LF	<u>\$100,00</u>	\$ <u>8,000</u> .00

for the 3

#### **TOWN OF AMHERST**

Town Department: DPW	Date: March 16, 2021		
Line Item: 01—4312-70-2730 (\$521,201.20 FY21 & \$779,000 FY22)	Budget Amount: \$1,300,000		
Bid #: 05-21 Item: Multi Road Construction	Date Bid To Be Awarded: March 22, 2021		
VENDOR Name and Address PRICE/UNIT Interest Rate	OTAL OTHER CONSIDERATIONS		
Busby Construction 1. 71 NH Route 111 Atkinson, NH 03811	NO BID SUBMITTED		
Continental Paving, Inc. 2. 1 Continental Drive Londonderry NH 03053	\$1,509,655.90		
Hudson Paving, Excavation, Inc.  3. 19 Barretts Hill Rd Hudson NH 03051	NO BID SUBMITTED		
4. Pike Industries 3 Eastgate Rd. Belmont NH 03220	Interested, but could not find a NO BID SUBMITTED suitable partner		
5. R. S. Audley, Inc. 1113 Route 3A Bow NH 03304	NO BID SUBMITTED		
Recommend bid be awarded to: Continental Paving, Inc.	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: Utility Revaluation Bid Department: Assessing Meeting Date: March 22, 2021 Staff Contact: Gail Stout

#### **BACKGROUND INFORMATION:**

Two proposals were received in response to a Request for Proposal (RFP) for the Revaluation of Utilities due for submission at the Town of Amherst prior to March 1, 2021. The results are as follows:

1 Year Contract	5 Year Contract
(2021 Only)	(2021-2025)

Scott W. Bartlett, CNHA \$7,800. \$22,800.

George E. Sansoucy, PE, LLC \$15,000. \$43,000.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

Funded through the Revaluation Capital Reserve Fund (Current balance \$27,616. with proposed annual warrant article of \$25,000.)

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

To award to the lowest bid submitted by Scott W. Bartlett, CNHA for a 5 year contract totaling \$ 22,800.

#### SUGGESTED MOTION:

I move to award the bid for the Utility Revaluation to Scott W. Bartlett, CNHA in the amount of \$22,800. for the tax year 2021 through 2025 with payments broken down as follows: 2021 - \$7,800., 2022 - \$3,750., 2023 - \$3,750., 2024 - \$3,750., and 2025 - \$3,750.

#### TOWN ADMINISTRATOR RECOMMENDATION:

Concur

#### ATTACHMENTS:

1. Utility Revaluation Bid



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

Title: Utility Revaluation Bid

Meeting Date: March 22, 2021

**Department:** Assessing

Staff Contact: Gail Stout

#### **BACKGROUND INFORMATION:**

Two proposals were received in response to a Request for Proposal (RFP) for the Revaluation of Utilities due for submission at the Town of Amherst prior to March 1, 2021. The results are as follows:

1 Year Contract

5 Year Contract

(2021 Only)

(2021-2025)

Scott W. Bartlett, CNHA

\$7,800.

\$22,800.

George E. Sansoucy, PE, LLC

\$15,000.

\$43,000.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

Funded through the Revaluation Capital Reserve Fund (Current balance \$27,616. with proposed annual warrant article of \$25,000.)

#### **POLICY IMPLICATIONS:**

#### **DEPARTMENT HEAD RECOMMENDATION:**

To award to the lowest bid submitted by Scott W. Bartlett, CNHA for a 5 year contract totaling \$ 22,800.

#### SUGGESTED MOTION:

I move to award the bid for the Utility Revaluation to Scott W. Bartlett, CNHA in the amount of \$22,800. for the tax year 2021 through 2025 with payments broken down as follows: 2021 - \$7,800., 2022 - \$3,750., 2023 - \$3,750., 2024 - \$3,750., and 2025 - \$3,750.

#### **TOWN ADMINISTRATOR RECOMMENDATION:**

#### **ATTACHMENTS:**



#### OFFICE OF THE TAX COLLECTOR

#### Gail P. Stout, CTC

2 Main Street
Amherst, NH 03031
gstout@amherstnh.gov
www.amherstnh.gov
Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

#### **MEMO**

DATE:

March 17, 2021

TO:

Board of Selectmen/Dean Shankle, Town Administrator

FROM:

Gail Stout

SUBJECT:

Review of 2021 Utility Revaluation Update Proposals

Two proposals were received in response to a Request for Proposal (RFP) due for submission at the Town of Amherst prior to March 1, 2021. The results are as follows:

1 Year Contract

5 Year Contract

(2021 Only)

(2021-2025)

Scott W. Bartlett, CNHA

\$7,800.

\$22,800.

George E. Sansoucy, PE, LLC

\$15,000.

\$43,000.

Recent legislation has changed, and in some ways simplified, the way utility assets are valued, which in turn has reduced the cost of valuing utilities for most New Hampshire municipalities. RSA72:8-d came into effect on August 20, 2019 which breaks out how "utility assets" are valued using a 5 year phase in formula effective for April 1, 2020. Electric company, (Eversource or PSNH) transmission poles, wires, conductors, attachments, meters, transformers, and substations classified as transmission, buildings associated with transmission, and land rights, including easements are not included in the utility assets defined in RSA72:8-d and therefore continue to require a professional appraisal process for tax valuation purposes.

Prior to this legislation all utilities required a professional appraisal of their utility assets. In the RFP for utility values in 2016, the bids ranged from \$29,500. to \$40,000. for a one year contract. As you can see this figure has been reduced significantly by this legislation.

Mr. Bartlett and Mr. Sansoucy also submitted an option for a 5 year contract with their proposals, noting that it is generally advantages to pick up any additions to the transmission equipment each year and adding it to the tax base as is done through the building permit process for all other properties. This would appear to be a cost effective way to keep this data current and potentially increasing tax revenue for the Town each year. I am not aware of any full time Assessor or Contracted Assessor that is well versed in this area of expertise except for Mr. Bartlett, who is a full time Assessor for the Town of Goffstown.

Therefore, it is my recommendation the Board accept the 5 year bid proposal from Scott W. Bartlett, CNHA and award this bid in the amount of \$22,800. as the lowest bidder broken down into annual payments as follows:

2021	\$7,800.
2022	\$3,750
2023	\$3,750.
2024	\$3.750.
2025	\$3.750.
Total:	\$22,800.

SUGGESTED MOTION: I move to award the bid for the Utility Revaluation to Scott W. Bartlett, CNHA in the amount of \$22,800. for the years 2021 through 2025 broken down into annual payments of:

2021	\$7,800.
2022	\$3,750
2023	\$3,750.
2024	\$3.750.
2025	\$3.750.
Total:	\$22,800

#### **TOWN OF AMHERST**

Town Department: Assessing	Date:	March 16, 2021		
Line Item: 10-4911-00-3901	Budget Amount: \$ 27,616. Cap Reserve Balance			
Bid #: Item: 2021 Utility Revaluation Update	Date Bid To Be Awarded: March 22, 2021			
VENDOR Name and Address PRICE/UNIT	TOTAL	OTHER CONSIDERATIONS		
1. Scott W. Bartlett, CNHA	\$ 7,800.	2021 tax year only OR a five year annual update contract for a of total \$22,800.		
23 Warren Avenue, Manchester, NH				
2. George E. Sansoucy, PE LLC	\$ 15,000.	2021 tax year only OR a 5 year annual update contract for a total of \$43,000.		
89 Reed Road, Lancaster, NH				
3. Municipal Resources, Inc.	\$	No Bid		
295 N. Main Street, Salem, NH				
4. Brian D. Fogg, LLC	\$	No Bid		
31 Scenic Ridge Road, Whitefield, NH				
5. Whitney Consulting Group	\$	No Bid		
P.O. Box 514, Salem, NH				
Recommend bid be awarded to: Scott W. Bartlett, CNHA		O. 4. 17. 11.11.11.11		
		Signature of Town Administrator / Da		

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.

#### TITLE V TAXATION

## CHAPTER 72 PERSONS AND PROPERTY LIABLE TO TAXATION

#### **Property Taxes**

#### Section 72:8-d

#### 72:8-d Valuation of Electric, Gas, and Water Utility Company Distribution Assets. -

I. In this section:

(a) "FERC" means the Federal Energy Regulatory Commission.

(b) "Utility company assets" means the following property not exempt under RSA 72:23:

- (1) For an electric company providing electricity service to retail customers: the distribution poles, wires, conductors, attachments, meters, transformers, and substations accounted for by the utility in accordance with FERC Form 1, buildings, contributions in aid of construction (CIAC), construction works in progress (CWIP), and land rights, including use of the public rights of way, easements on private land owned by third parties, and land owned in fee by the electric company, so long as such easements and fee land are associated solely with distribution power lines classified as distribution according to FERC standards.

  (2) For a gas company providing gas service to retail customers: distribution pipes, fittings, meters, pressure reducing stations, buildings, contributions in aid of construction (CIAC), construction works in progress (CWIP), and land rights including use of the public rights of way, easements on private land owned by third parties, and land owned in fee by the gas company.
- (3) For a water company providing water service to retail customers: pipes, fittings, meters, wells, pressure/pump stations, buildings, contributions in aid of construction (CIAC), construction works in progress (CWIP), and land rights including use of the public rights of way, easements on private land owned by third parties, and land owned in fee by the water company. No electric power fixtures employed solely as an emergency source of electric power in a public water distribution system shall be taxable.

(c) "Utility company assets" shall not include:

(1) Electric company transmission poles, wires, conductors, attachments, meters, transformers, and substations, classified as transmission according to FERC standards, buildings associated with transmission, and land rights, including easements on private land owned by third parties, and land owned in fee by the electric company, so long as such easements and fee land are associated with transmission power lines classified as transmission according to FERC standards.

(2) Electric generation facilities and associated land rights, whether in fee or by easement.

- (3) Gas transmission pipeline facilities regulated by FERC and associated land rights, whether in fee or easement.
- (4) Wholly owned telephone, cable, or Internet service providers, and large scale natural gas and propane gas liquid storage and processing facility assets.

(5) Fee-owned land, office buildings, garages, and warehouses.

(d) "Retention dam" means a dam constructed for the purpose of impounding drinking water supply.

- II. (a) The selectmen or assessors shall appraise utility company assets lying within the limits of the town or city using a unified method of valuing the utility company assets, excluding land rights, according to the following formula:
- (1) For electric and gas utility company assets: a weighted average of 70 percent of each asset's original cost and 30 percent of each asset's net book cost as reported in compliance with paragraphs IV and V.
- (2) For water utility company assets: a weighted average of 25 percent of each asset's original cost and 75 percent of each asset's net book cost as reported in compliance with paragraphs IV and V.
- (b) To the appraisal under subparagraph (a), for the use of public rights of way and private distribution system easements, the selectmen or assessors shall add 3 percent of the valuation determined under subparagraph (a).
- (c) The total of subparagraphs (a) and (b), as implemented under paragraph VI, shall be the valuation of the utility company's assets for purposes of local property taxation, and added to the municipality's assessed value of the utility company's fee-owned land, office buildings, garages, and warehouses.
- III. Any water utility company land parcel owned in fee for sanitary radii, retention dams, and/or watershed protection purposes which is subject to regulation by the department of environmental services to protect water quality shall be entitled to be assessed under RSA 79-C at the value such land would have been assigned under the current use values established pursuant to RSA 79-A if the land had met the criteria for open space land under that chapter, even if said parcel is less than 10 acres in size and/or has a well structure and related piping on the parcel.
- IV. Each utility company shall report by May 1 of each year to the selectmen or assessors of each town or city in which its utility company assets are located and to the department of revenue administration, the original cost and net book value as of December 31 of the preceding year of each account code category of distribution, transmission, and generation assets, if any, located within such town or city in accordance with FERC Form 1 and/or Form 2 Federal Account Code items.
- V. The commissioner of the department of revenue administration shall adopt rules under RSA 541-A for the forms and requirements for the reporting under paragraph IV. Such reporting requirements shall also include an obligation on the utility company with utility company assets to utilize an accounting system to report and track with the best information available, in an efficient, equitable and transparent manner using the best information then available from the utility company's accounting records, contributions in aid of construction (CIAC), construction works in progress (CWIP), and undistributed plant assets in each town or city and the original cost of each such asset as reported by the contributing entity.

VI. (a) The assessed value of all utility company assets existing and assessed as of April 1, 2018 determined in subparagraph II(c) shall be implemented over a 5-year period as follows:

- (1) The value for assessment of property taxes for the tax year effective April 1, 2020 shall be a weighted average of 80 percent of the final locally assessed value effective April 1, 2018 and 20 percent of the apportioned value determined under subparagraph II(c) effective April 1, 2020.
- (2) The value for assessment of property taxes for the tax year effective April 1, 2021 shall be a weighted average of 60 percent of the final locally assessed value effective April 1, 2018 and 40 percent of the apportioned value determined under subparagraph II(c) effective April 1, 2021.
- (3) The value for assessment of property taxes for the tax year effective April 1, 2022 shall be a weighted average of 40 percent of the final locally assessed value effective April 1, 2018 and 60 percent of the apportioned value determined under subparagraph II(c) effective April 1, 2022.
- (4) The value for assessment of property taxes for the tax year effective April 1, 2023 shall be a weighted average of 20 percent of the final locally assessed value effective April 1, 2018 and 80 percent of the apportioned value determined under subparagraph II(c) effective April 1, 2023.
- (5) For each of the years in subparagraphs (a)(1) through (4), all utility company assets installed after April 1, 2018, and not included in assessment as of April 1, 2018, shall be assessed at the apportioned value determined under subparagraph II(c) effective as of April 1 of the property tax year. For each of the years in subparagraphs (a)(1) through (4), all utility company assets retired after April 1, 2018, and included in assessment as of April 1, 2018, shall not be assessed.

(6) Beginning with the tax year effective April 1, 2024 and every tax year thereafter the locally assessed value shall be the apportioned value determined under subparagraph II(c) effective as of April 1 of the property tax year.

(b) For purposes of subparagraph (a), "final locally assessed value effective April 1, 2018" means the municipality's value of the utility company's assets as taken

from the department of revenue administration's form MS-1 for 2018. VII. All determinations or decisions under this section shall be appealable by the electric, gas, or water utility company or the town or city by petition to the board of tax and land appeals under RSA 71-B.

Source. 2019, 117:2, eff. Aug. 20, 2019.

#### **TOWN OF AMHERST**



Town Hall 2 Main Street Amherst, NH 03031 Tel: 603/673-6041 Fax: 603/673-4138 www.amherstnh.gov

#### **TOWN OF AMHERST, NH**

#### **REQUEST FOR PROPOSAL**

INDEPENDENT VALUATION OF ALL TAXABLE PROPERTY OWNED BY PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE dba EVERSOURCE ENERGY EXCLUDING "UTILITY PROPERTY ASSETS" AS DEFINED IN NEW HAMPSHIRE RSA 72:8-d

The Town of Amherst is seeking proposals for the independent valuation of all taxable property owned by Public Service Company of New Hampshire dba Eversource Energy, excluding "utility property assets" as defined by New Hampshire RSA 72:8-d located within the borders of the Town of Amherst with values effective as of April 1, 2021. Proposals are due at the Amherst Assessor's Office, 2 Main Street, Amherst NH 03031 on or before 2:00 p.m. Monday, March 1, 2021. Proposals are to be submitted in a sealed envelope clearly marked "RFP: PSNH/EVERSOURCE TAXABLE PROPERTY VALUATION EXCLUDING ASSESTS DEFINED IN RSA 72:8-d. Proposals will be publicly opened at that time. Proposals will be reviewed and acted upon at a later date. Reference contact information is required from at least three (3) similarly sized clients. The Town of Amherst reserves the right to reject any and all proposals or to waive any informality in the proposals if it appears in the Town's best interest. For further information contact: Gail Stout, 2 Main Street, Amherst NH 03031, 603-673-6041 ext. 201, or qstout@amherstnh.gov.

#### **GENERAL INFORMATION**

The Town of Amherst is seeking proposals from interested contractors for an independent valuation of all taxable property owned by Public Service Company of New Hampshire dba Eversource Energy, excluding "utility property assets" as defined by New Hampshire RSA 72:8-d located within the borders of the Town of Amherst. Proposals will be received at the Amherst Assessor's Office, 2 Main Street, Amherst, NH until 2:00 p.m., Monday, March 1, 2021.

Contractors shall submit a "Price Proposal" and a "Technical Proposal" which explains the methodology to be utilized to complete the appraisal. The contractor must fill out and submit the attached "Price Proposal Form" in a separate sealed envelope clearly marked "RFP – PSNH/EVERSOURCE TAXABLE PROPERTY VALUATION EXCLUDING ASSETS DEFINED IN RSA 72:8-d. The sealed Price Proposal is then to be placed in the envelope, sealed, and clearly identified on the outside of the envelope "RFP: PSNH/EVERSOURCE TAXABLE PROPERTY VALUATION EXCLUDING ASSETS DEFINED IN RSA 72:8-d.

A bidder may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal, and received in the Assessor's Office prior to the time and date set for bid opening.

In addition, each Contractor must submit the following as part of their proposal:

- 1. A letter of transmittal signed by the individual authorized to negotiate for the Contractor and a statement that the proposal will remain in effect for at least sixty (60) days from the submission of proposals.
- 2. A list of assessing work for which the Contractor is currently committed, as well as a 5-year client list with the names and telephone numbers at least three (3) similarly sized clients to be contacted as a reference.

3. The Town of Amherst utilizes the Vision 6.5 CAMA software system. Therefore, each Contractor must show evidence of familiarity with the Vision system by submitting a list of projects previously worked on that required the use of the Vision CAMA system.

#### GENERAL CONDITIONS AND REQUIREMENTS

#### 1. PROPOSAL RULES

This proposal is solicited and will be awarded pursuant to the laws of the State of New Hampshire and Administrative Rules as defined in Chapter 600 adopted by the Department of Revenue Administration.

#### 2. REVIEWING PERIOD

All proposals meeting bid requirements and conditions may be held by the Town of Amherst for a period not to exceed sixty (60) days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to the awarding of the contract.

#### 3. BASIS OF PROPOSAL AWARD

- 1. The contract shall be awarded to the responsible and responsive bidder submitting the most advantageous proposal, taking into consideration the proposal's relative merits.
- 2. The Amherst Assessor's Office staff will evaluate the relative merits of the submitted "Proposals".

#### 4. FORCE MAJEURE

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

#### 5. TERMINATION OF THE CONTRACT

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

#### 6. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessors, any such assignment shall be expressly made subject to all defenses, set offs, or

counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

#### 7. OWNERSHIP OF INFORMATION

- 1. All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the municipality.
- 2. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

#### 8. CONTRACTOR REQUIREMENTS

- 1. The Contractor will serve in the capacity of an independent Contractor in this project.
- 2. Contractor must provide proof of insurance.

FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS OR ANY OTHER MINIMUM QUALIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY PROPOSAL AS INCOMPLETE.

#### 9. SCOPE OF THE PROJECT

- 1. The Valuation Project requires the complete valuation of all taxable property owned by Public Service Company of New Hampshire dba Eversource Energy excluding "utility property assets" as defined by New Hampshire RSA 72:8-d located within the corporate limits of the Town of Amherst, New Hampshire.
- 2. The Contractor that executes a Contract with the Town of Amherst shall furnish all labor, materials, supplies and equipment, and shall perform all work for the Project in strict accordance with these contract specifications and shall be in compliance with the State of New Hampshire Department of Revenue Administration (DRA) Administrative Rules governing revaluations and updates.
- 3. The Project shall be subject to the direct supervision and approval of the Town of Amherst. The Town Administrator or designee shall have final approval of personnel, forms, records and materials utilized in the Project. The Project shall conform to the Standards and Qualifications defined in Chapter 600, (and all other) Rules of the Department of Revenue Administration, State of New Hampshire.

- 4. The values to be determined shall be full market value as defined in the New Hampshire Revised Statutes Annotated and any New Hampshire Supreme Court decisions. Basis of valuation shall be the recognized methods of appraising real property, as defined by the Appraisal Institute and the International Association of Assessing Officers (IAAO).
- 5. The Project shall include the valuation, as of April 1, 2021, of the following categories of real property within the Town:
  - 1. All taxable property owned the following entity excluding "utility property assets" as defined in RSA 72:8-d below, but not limited to:
    - 1. Public Service Company of New Hampshire (Eversource Energy)
- 6. The Town shall make all decisions regarding the taxable status of any property.
- 7. The effective date of this Project shall be for the assessment date of April 1, 2021. Valuations and appraisals of all utility company taxable property excluding "utility property assets" as defined in RSA 72:8-d shall reflect full market value as of April 1, 2021.
- 8. The Contractor will provide a narrative appraisal report for all properties within this contract.
- 9. Pertinent Town data:
  - 1. Estimated Population as of 2020 is 13,868 +/-
  - 2. The total area of the corporate TOWN is 34.1 square miles
  - 3. As of April 1, 2020 there were 5,571 parcels in the Town of Amherst representing \$1,745,846,700. in taxable valuation, plus \$93,094,400, as non-taxable

#### 10. EXPERIENCE OF CONTRACTOR

The Contractor must demonstrate a minimum of five (5) years' experience in the mass appraisal valuation of commercial and industrial properties, preferably with populations exceeding 10,000. Contractor must be certified with the State of New Hampshire Department of Revenue Administration. The names and resumes of the Contractor and employees to be involved with the project, if any, must be submitted with the proposal.

In order to fairly evaluate the above criteria, the proposers must submit lists, dates, and descriptions of applicable projects and names of relevant contacts to substantiate any information provided in conjunction with the above requirements.

The Contractor shall not change, modify, assign, transfer, delegate or sublet the Contract or any interest or part therein without first receiving written approval from the Town and the Department of Revenue Administration and the bonding Contractor. It shall be mutually agreed and understood that said consent by the Town shall in no way release the Contractor from any responsibility or liability as covered in these specifications and Contract.

#### 11. COMPLETION DATE AND TIME SCHEDULE

- 1. Time Schedule
- 2. Appraisal work shall start in the Town no later than thirty (30) days after execution of the Contract, to begin with a meeting between the Town, the Contractor, and a representative from the Department of Revenue Administration
- 3. All corrected and finalized appraisal documents shall be completed and turned over to the Town no later than August 1, 2021
- 4. Payment Schedule

The successful Contractor will be required to provide the Town with a W-9 Form and will be receive payment within thirty (30) days from the date the services outlined in the Scope of Work section is 100% complete and accepted by the town, including the submission of a USPAP compliant report to the town, or other mutually agreed upon schedule.

#### 12. OFFICE SPACE, HOURS, STAFFING

The Town shall not furnish the Contractor with office space and necessary office furniture. The Town will allow access to telephones and copier equipment to carry out the terms of this contract. The Town Assessor's office shall be open by appointment during the regular hours maintained by the Town of Amherst.

#### 13. CONFLICT OF INTEREST

The Contractor shall not compensate, in any way, a Town officer or employee or any member of the family of such officer or employee in the performance of any work under this contract.

#### 14. PROTECTION OF THE TOWN

#### 1. Performance Bond

The Contractor, before starting any appraisal work shall deliver to the Municipality an executed bond or irrevocable letter of credit in the principal sum of the amount to be paid by the Municipality to the Company (total contract price) as security for the faithful and satisfactory performance of this contract and shall not expire before final values are submitted to and accepted by the assessing officials in accordance with DRA Rules. A copy of the bond or irrevocable letter of credit shall be forwarded to the Department of Revenue Administration before starting any work.

#### 2. Indemnification and Insurance

The Contractor agrees to defend and indemnify the Town against claims for bodily injury, death and property damage which arise in the course of the Contractor's performance of the Contract and with respect to which the Town shall be free from negligence on the part of itself, its employees and agents.

The Contractor shall not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances, which are beyond the Contractor's reasonable control.

The Contractor shall maintain public liability insurance and automobile liability insurance.

The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:

- 1. \$ 500,000 each person;
- 2. \$ 500,000 each occurrence for bodily injury liability; and
- 3. \$ 500,000 each occurrence for property damage liability

The automobile liability insurance shall be in the form of comprehensive automobile liability and shall provide limits of:

- 1. \$ 500,000 each personal; and
- 2. \$500,000 each occurrence for bodily liability; and

The Contractor shall provide certificates of insurance to the Town and the Department of Revenue Administration before starting the appraisal confirming the required insurance coverage and providing that the Town shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

#### 15. TRANSIMITTAL OF RECORDS TO THE TOWN

All records shall be corrected, completed and turned over to the Town by August 1, 2021. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were inspected in order that the final appraisal of property shall be appraised as of April 1, 2021. The Town must accept all appraisals before the project can be considered complete.

All information, appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under the provisions of applicable law.

It is understood and agreed that the appraisal of utility properties covered by the Contract shall conform to the procedures and technical requirements as directed by the Town. At least every month the Contractor's project manager shall meet with the Town Assessing Office Staff or a Town representative to discuss the progress and various other details of the project.

#### 16. GENERAL CONDITONS

#### 1. Cancellation and Material Breach

If the Contractor does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or it the Contractor shall make an assignments for the benefit of creditors, or otherwise, or if interested herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then the forthwith thereafter, the Town shall have the right at its options and without prejudice to its rights hereunder to terminate the Contract and withhold any payments due.

Should the Contractor fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the Contract, or if the Contractor should violate any of the material covenants, conditions or stipulations of the Contract, which failure or violations shall continue and is not cured for thirty (3) days after written notice and description of said failure or violation is provide by the Town and is received by the Contractor; then the Town shall have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the Contractor shall remain liable for the breach of the Contract by the Contractor.

If this termination clause is invoked, the Contractor's agents and employees shall, at the Town's direction, vacate the office space provided by the Town in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the Town, in good condition. Any funds held by the Town under the Contract shall become the property of the Town to the extent necessary to reimburse the Town for it cost in obtaining another contractor and supervising the transition, the Contractor shall be liable to the Town to reimburse the Town for such costs. Termination of the Contract and retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the vent of the Contractor's failure to perform, including by not limited to, recovery of costs and attorney's fees.

#### 2. Deliverable Products

values.

All documents, records, data and other material, in either manual mechanized or electronic form, procured or produced in the performance of the Project will be the sole property of the Town at the conclusion of the Project, as determined by the Town. The documents, records, data and other materials will include without limitations:

Documentation of procedures used throughout the Project.

All training materials and manuals used in any phase of the Project.

The data collection and valuation manuals which will enable the municipality to maintain and update

	Detailed valuation manuals, including tables and formulas to be used in applying the cost and sales
COI	mparison approaches to problems

<ul> <li>Source information used in the development of cost and sales comparison schedules; source</li> </ul>
information for individual property valuations.

□ A	II manual and	computerized	reports supporting	valuation	formulas and	d values f	or vacant	land :	and
impr	oved propertie	es.							

$\hfill \square$ Field review documents reflecting preliminary value	s, adjusted preliminary values and any notes
relative to informal review actions.	

☐ Electronic files of all properties, their identification, improvement inventories, computer generated	
valuation schedules and technical documentation describing data file organization and record layout	tc
facilitate user understanding.	
The COMPANIA STATE OF THE STATE	

Ц	The COMPANY	shall provide –	USPAP compliant	appraisal (manual	) according to	DRA rules	and
reg	gulations.						

#### 17. NON APPROPRIATIONS CLAUSE

Execution of a contract is contingent upon approval of funds at the Town of Amherst March 2021 Town Meeting.

#### **COMPARATIVE EVALUATION CRITERIA**

A Contractor shall be deemed unacceptable if the "Minimum Evaluation Criteria" are not met.

The ratings of "highly advantageous", "advantageous", "not advantageous", and "unacceptable" will be used to evaluate the following features of each proposal:

- 1. The response from the Contractor's clients as to performance on previous projects.
- 2. The professional qualifications of the individuals working on the project.
- 3. The bidder's directly relevant experience in other projects of similar type, size, and scope.
- 4. The Contractor must demonstrate experience with the in-house appraisal system currently in use in the Assessor's Office by submitting information pertaining to other projects for which the Contractor has used the Vision appraisal system.

# TOWN OF AMHERST, NH INDEPENDENT VALUATION OF TAXABLE PROPERTY OWNED BY PUBLIC SERVICE COMPANY OF NH EXCLUDING "UTILITY PROPERTY ASSETS" AS DEFINED IN RSA 72:.8-d LOCATED WITHIN THE TOWN OF AMHERST

March 1, 2021

Scott W. Bartlett, CNHA, NHCG-455

Scott W. Bartlett, CNHA, NHCG #455 23 Warren Avenue Manchester, NH 03102 swbartlett@comcast.net (603) 661-6995

February 28, 2021 (Originally Proposal - pages 1 to 11) (Optional 5-year Contract - pages 12-13)

Gail Stout PO Box 960 Amherst, NH 03031

Re: <u>Independent Valuation of All Taxable Property Owned by Public Service Company of New Hampshire dba Eversource Energy Excluding "Utility Property Assets" as defined in New Hampshire RSA 72:8-d, hereafter referred to as the property</u>

Dear Ms. Stout:

I am pleased to submit the enclosed proposal to provide valuation services for all the property referenced above in the Town of Amherst and defined as taxable, real property as defined by New Hampshire State Statutes.

With over 30 years' experience as an appraiser and assessor, I am confident that I have the professional and practical skills necessary to effectively support the Board of Selectmen in its role as Assessors. I am committed to developing a relationship which ensures the highest possible quality of proper assessments.

I am a Certified New Hampshire Assessor and a New Hampshire Certified General Appraiser, with extensive experience in appraising utility property. I have vast experience in appraising utility property both as a Town Assessor for Goffstown and Seabrook and as a consultant for Amherst and other New Hampshire municipalities.

I have reviewed the RFP in detail and have the ability and willingness to assume all responsibility described therein. This proposal will remain in effect for at least sixty (60) days from March 1, 2021.

Very truly yours,

Scott W Bartlett, CNHA, NHCG #455

5 Year Proposal

#### **TECHNICAL PROPOSAL:**

- 1) The property shall be appraised at market value (as defined by the State of New Hampshire Revised Statutes [RSA] 75:1) as of April 1, 2021. The property to be appraised will consist of:
  - a. all Transmission Utility property<sup>1</sup> owned by Public Service Company of New Hampshire (nka Eversource),
  - b. and all Amherst Right of Way property utilized by property
- 2) The property shall be appraised using a depreciated, trended, original cost. A unit method of valuation, as used by the State of New Hampshire Department of Revenue Administration will be used as a secondary and supportive approach.
- 3) The Transmission ROW's shall be valued using a combination of applicable approaches.
- 4) Any non-utility property not referenced above, but owned by the company, shall be appraised in conformance with the methodology established by the re-valuation company.
- 5) The appraised values shall be reported in a bound, narrative, appraisal report completed in conformance with the 2020-2021 Uniform Standards of Appraisal Practice no later than August 1, 2021.
- 6) Preparation and defense of values above of the local value is not included in this proposal. Defense of values above the local level may be requested by the Town at a cost of \$200 per hour.

#### **COMPLETION DATE AND TIME SCHEDULE:**

March, 2021	Meet with the Town and a representative from the Department of Revenue Administration.
April, 2021	Meet with the Town's Assessing staff to review the Town's files on the property.
April, 2021	Send letters requesting information needed to complete the appraisals to PSNH/Eversource on Town letterhead.
June, 2021	Receive requested information from PSNH/Eversource.
June, 2021	Meet with the appraiser performing the Mass Appraisal of Amherst properties in order to coordinate delivery of values, receive detailed

<sup>&</sup>lt;sup>1</sup> see RSA 72:8 " 'Utility property" means "All structures, machinery, dynamos, apparatus, poles, wires, fixtures of all kinds and descriptions, and pipe lines employed in the generation, production, supply, distribution, transmission, or transportation of electric power or natural gas, crude petroleum and refined petroleum products or combinations thereof, shall be taxed as real estate in the town in which said property or any part of it is situated; provided that no electric power fixtures which would otherwise be taxed under this section shall be taxed under this section if they are employed solely as an emergency source of electric power."

information regarding the sales used in the sales analysis, and receive preliminary details of results of sales analysis. The purpose of this meeting is to gather the information needed to value the Transmission ROW and to gather information needed to consistently appraise the property.

July, 2021

Meet with the Town and a representative from the Department of Revenue Administration to review preliminary values.

August 1, 2021

Delivery of final appraisal report. Meet with a representative of PSNH/Eversource to discuss final values. Any amendments to be delivered by August 26, 2021.

#### PAYMENT SCHEDULE:

Signing of Contract:

1/3 of contract price

Delivery of Final Appraisal

1/3 of contract price

Approved by Town

1/3 of contract price

#### FORCE MAJEURE

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

#### TERMINATION OF THE CONTRACT

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

#### ASSIGNMENT OF CONTRACT

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessor, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

#### OWNERSHIP OF INFORMATION

- 1. All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the municipality.
- 2. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

#### **CONTRACTOR REQUIREMENTS**

- 1. The Contractor will serve in the capacity of an independent Contractor in this project.
- 2. Contractor will provide proof of insurance within thirty (30) days after the execution and signing of this contract.

#### EXPERIENCE OF THE CONTRACTOR

I have over 30 years' experience in the assessing and appraising industry. Since 1999 I have been employed as a Town Assessor; first with Seabrook and now with Goffstown. As required by the RFP, I am a State of New Hampshire Certified Property Assessor Supervisor, as well as a Certified New Hampshire Assessor, #99 and a Certified General Appraiser, #455.

In Seabrook I was responsible for the valuation of and negotiations with the Seabrook Nuclear Power Plant. I also appraised PSNH, the gas utility and in 2005, was one of the first assessors to value and assess the public right of way owned by Verizon. I worked with Robert Ciandella of Donahue, Tucker and Ciandella, PLLC, both on the Seabrook Nuclear Plant and Verizon.

In Goffstown I have valued and assessed PSNH, Energy North, a hydro-electric dam, the hi-tension electric transmissions lines, the poles and conduit owned by Fairpoint and the public and non-public rights of way owned by these companies as well as Comcast. While in Goffstown I worked with William Drescher of Drescher and Dokmo, PA, 21 Emerson Road, Milford, NH 03055, on the most recent Fairpoint appeal.

I worked with Rosann Maurice-Lentz, (603-610-7249) City of Portsmouth Assessor, 1 Junkins Avenue, Portsmouth, NH 03801 as a consultant for the valuation of Fairpoint's poles, conduits and right of way.

I have made presentations to the NHAAO and the ASB on the valuation of utility property. Most recently I served on the HB 700 Utility Commission and assisted the Commission in passing new law for the valuation of Distribution Utility property.

I have worked with the Town of Amherst since 2016. I completed an appraisal of all utility property located in the Town in 2016. I contracted with the Town and was successful in finalizing two agreements with Fairpoint. Most recently I valued all utility distribution property for the Town using the new formula established through HB 700.

In addition to Amherst and Goffstown, I valued all utility distribution property for the Towns of Milford, Hanover, Stratham, and Enfield.

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Within thirty (30) days after the execution and signing of this contract, the Contractor shall deliver to the Municipality an executed bond in the principal sum of the amount to be paid by the Municipality to the Company (total contract price) as security for the faithful and satisfactory performance of this contract and shall not expire before final values are submitted to and accepted by the assessing officials in accordance with DRA Rules. A copy of the bond shall be forwarded to the Department of Revenue Administration within thirty (30) days after the execution and signing of this contract.

#### INDEMNIFICATION AND INSURANCE

The public liability insurance shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:

- 1. \$500,000 each person;
- 2. \$500,000 each occurrence for bodily injury liability; and

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The Contractor shall provide certificates of insurance to the Town and the Department of Revenue Administration within thirty (30) days after the execution and signing of this contract, confirming the required insurance coverage and providing that the Town shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

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#### **CANCELLATION OR MATERIAL BREACH**

If the Contractor does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or it the Contractor shall make an assignment for the benefit of creditors, or otherwise, or if interested herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then the forthwith thereafter, the Town shall have the right at its options and without prejudice to its rights hereunder to terminate the Contract and withhold any payments due.

Should the Contractor fail to fulfill, in a manner deemed timely and satisfactorily to the Town, its obligation under the Contract, or if the Contractor should violate any of the material covenants, conditions or stipulations of the Contract, which failure or violations shall continue and is not cured for thirty (30) days after written notice and description of said failure or violation is provide by the Town and is received by the Contractor; then the Town shall have the right to terminate the

Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination; and the Contractor shall remain liable for the breach of the Contract by the Contractor.

If this termination clause is invoked, the Contractor's agents and employees shall, at the Town's direction, vacate the office space provided by the Town in an orderly fashion, leaving behind all records, properly filed and indexed, as well as all other property of the Town, in good condition. Any funds held by the Town under the Contract shall become the property of the Town to the extent necessary to reimburse the Town for its cost in obtaining another contractor and supervising the transition, the Contractor shall be liable to the Town to reimburse the Town for such costs. Termination of the Contract and retention of funds by the Town shall not preclude the Town from bringing an action against the Contractor before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the Town may possess in the event of the Contractor's failure to perform, including by not limited to, recovery of costs and attorney's fees.

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All documents, records, data and other material, in either manual mechanized or electronic form, procured or produced in the performance of the Project will be the sole property of the Town at the conclusion of the Project, as determined by the Town.

#### NON APPROPRIATIONS CLAUSE

It is understood that execution of a contract is contingent upon approval of funds at the Town of Amherst March 2020 Town Meeting.

#### REFERENCES

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Norm Bernaiche Town of Hanover Assessor PO Box 483, Hanover, NH 03755 (603) 643-0742

Marti Noel Town of Milford Assessor 1 Union Square, Milford, NH 03055 (603) 249-0600

#### SCOTT W. BARTLETT 23 Warren Avenue Manchester, NH 03102 swbartlett@comcast.net

#### **CURRENT POSITION:**

02/07 to Present:

Town of Goffstown, 16 Main Street, Goffstown, NH 03045

Assessing Office Town Assessor

Completed statistical updates of all properties, including utility properties, in the Town, including a USPAP compliant manual for the 2008, 2011, 2013, 2016 and 2018 tax years. Passed all criteria of the DRA's five year updates in 2008, 2013 and 2018.

Duties include: Reviewing all deeds received from the Registry of Deeds Processing Elderly Exemptions and Veteran Credits Annual review and update of all Property Values Supervision of Assessing Staff and Contracted Appraisers Processing of abatements and property tax appeals

#### ASSESSMENT EXPERIENCE:

09/99 to 02/07:

Town of Seabrook, P.O. Box 456, Seabrook, NH 03874

Assessing Office

Town Appraiser/Assessor

2001 - Monitored and completed total revaluation by Vision Appraisal.

2003 - Completed a statistical update of all property values.

2004 - Negotiated a three year assessment agreement with the Seabrook Nuclear Power Plant.

2004 - Received a favorable report from the Department of Revenue Administration for the 2003 "Review of Assessment Practices for Municipality of Seabrook, NH."

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06/93 - 09/99:

State of NH Board of Tax and Land Appeals, CONCORD, NH,

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07/86 - 10/86:

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#### APPRAISAL EDUCATION:

#### **International Association of Assessing Officers:**

- Course 1:

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- Course 2:

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- Course 300: Fundamentals of Mass Appraisal

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HB 700 Utility Commission 2018 - 2019

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#### Bio for Scott W. Bartlett

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Scott holds numerous certifications, including CNHA – Certified New Hampshire Assessor, NHCG – New Hampshire Certified General Appraiser, and Certified Assessor Supervisor with the Department of Revenue Administration.

Scott is a past president of the New Hampshire Association of Assessing Officials (NHAAO) and has received three awards from that organization: the Manuscript Award in 2005, the President's Choice Award in 2009, and the Lawton B. Chandler Award in 2010.

He served three terms on the Assessing Standards Board (ASB), as a representative of the NHAAO. He also served one term on the Current Use Board.

Scott has experience in appraising all types of property, including electric power plants, utility properties, many types of commercial, industrial, and apartment properties, and all types of residential properties. He also has extensive education through the IAAO, the Appraisal Institute and other appraisal organizations.

Scott has experience in all aspects of assessing including, interpreting deeds, interpreting financial statements for property appraisal and exemptions, preparing appraisal and assessing reports, supervising and training support and appraising staff, analyzing market data including, sales, listings for sale, rents, cap rates, property expenses, cost data and depreciation schedules. Scott has extensive experience with the Property Tax appeal procedure, as a private contractor, an employee of the State Board of Tax and Land Appeals and as an Assessor.

Optional 5-year Contract to Scott Bartlett's proposed "Independent Valuation of All Taxable

Property Owned by Public Service Company of New Hampshire dba Eversource Energy

Excluding "Utility Property Assets" as defined in New Hampshire RSA 72:8-d"

<u>OPTIONAL TECHNICAL PROPOSAL</u> (The proposals listed below are in addition to all proposals previously made above):

- 1) For the 2022 tax year to the 2025 tax year, update the assessments of the property for all changes as of April 1<sup>st</sup> of the tax year.
- 2) For the 2021 tax year to the 2025 tax year, update the assessments of all utility property located in the Town of Amherst that is assessed under RSA 72:8-d. This would include distribution property owned by Eversource, all gas utility property owned by Liberty Utilities, and all water utility property owned by Pennichuck Water Company.
- 3) For the 2021 tax year to the 2025 tax year, update the assessments of the public ROW utilized by the three companies referenced in item #2.
- 4) For the 2021 tax year to the 2025 tax year, update the assessments of all telecommunication property located in the Town of Amherst as required by RSA 72:8-c.
- 5) For the 2021 tax year to the 2025 tax year update the public ROW assessments for all telecommunication companies referenced in #4 above.
- 6) The updated assessed values shall not be reported in report completed in conformance with the Uniform Standards of Appraisal Practice. An assessment report, similar to that previously submitted to the Town for the 2020 tax year, shall be submitted each year.
- 7) For the appraisal of the property for the 2021 tax year, the Contractor will be operating as an appraiser and as an assessor. For all updated assessments, the Contractor will be operating as an assessor.

#### **OPTIONAL COMPLETION DATE AND TIME SCHEDULE:**

April of the Tax Year Send letters requesting information needed to complete the

assessment updates on Town letterhead.

June of the Tax Year Receive requested information.

August 1st of the Tax Year Deliver Assessment Report and proposed assessments to the Town.

**OPTIONAL PAYMENT SCHEDULE:** The total, additional cost of the proposed option is \$15,000; the total cost of the five-year optional contract is \$22,800.

Signing of Contract:	\$2,600
Delivery of Final Appraisal	\$2,600
Appraisal Approved by Town	\$2,600
June 1, 2022	\$3,750
August 1, 2023	\$3,750
August 1, 2024	\$3,750
August 1, 2025	\$3,750

**OPTIONAL PERFORMANCE BOND & INDEMNIFICATION AND INSURANCE:** A performance bond and insurance will be provided, as discussed above, for the appraisal of the property for the 2021 tax year. No performance bond or insurance is included in this optional proposal for the 2022 to 2025 tax years.

1 year Proposal

#### **TECHNICAL PROPOSAL:**

- 1) The property shall be appraised at market value (as defined by the State of New Hampshire Revised Statutes [RSA] 75:1) as of April 1, 2021. The property to be appraised will consist of:
  - a. all Transmission Utility property<sup>1</sup> owned by Public Service Company of New Hampshire (nka Eversource),
  - b. and all Amherst Right of Way property utilized by property
- 2) The property shall be appraised using a depreciated, trended, original cost. A unit method of valuation, as used by the State of New Hampshire Department of Revenue Administration will be used as a secondary and supportive approach.
- 3) The Transmission ROW's shall be valued using a combination of applicable approaches.
- 4) Any non-utility property not referenced above, but owned by the company, shall be appraised in conformance with the methodology established by the re-valuation company.
- 5) The appraised values shall be reported in a bound, narrative, appraisal report completed in conformance with the 2020-2021 Uniform Standards of Appraisal Practice no later than August 1, 2021.
- 6) Preparation and defense of values above of the local value is not included in this proposal. Defense of values above the local level may be requested by the Town at a cost of \$200 per hour.

#### **COMPLETION DATE AND TIME SCHEDULE:**

March, 2021	Meet with the Town and a representative from the Department of Revenue Administration.
April, 2021	Meet with the Town's Assessing staff to review the Town's files on the property.
April, 2021	Send letters requesting information needed to complete the appraisals to PSNH/Eversource on Town letterhead.
June, 2021	Receive requested information from PSNH/Eversource.
June, 2021	Meet with the appraiser performing the Mass Appraisal of Amherst properties in order to coordinate delivery of values, receive detailed

¹ see RSA 72:8 " 'Utility property" means "All structures, machinery, dynamos, apparatus, poles, wires, fixtures of all kinds and descriptions, and pipe lines employed in the generation, production, supply, distribution, transmission, or transportation of electric power or natural gas, crude petroleum and refined petroleum products or combinations thereof, shall be taxed as real estate in the town in which said property or any part of it is situated; provided that no electric power fixtures which would otherwise be taxed under this section shall be taxed under this section if they are employed solely as an emergency source of electric power."

information regarding the sales used in the sales analysis, and receive preliminary details of results of sales analysis. The purpose of this meeting is to gather the information needed to value the Transmission ROW and to gather information needed to consistently appraise the property.

July, 2021

Meet with the Town and a representative from the Department of Revenue Administration to review preliminary values.

August 1, 2021

Delivery of final appraisal report. Meet with a representative of PSNH/Eversource to discuss final values. Any amendments to be delivered by August 26, 2021.

#### **PAYMENT SCHEDULE:**

Signing of Contract:

1/3 of contract price

Delivery of Final Appraisal

1/3 of contract price

Approved by Town

1/3 of contract price

#### **FORCE MAJEURE**

Neither party shall be liable to the other or deemed to be in breach under the agreement for any failure to perform including, without limitation, a delay in rendering performance due to causes beyond its reasonable control, such as an order, injunction, judgment, or determination of any Court of the United States, or the State of New Hampshire, an Act of God, war, civil disobedience, extraordinary weather conditions, labor disputes, shortages or fluctuation in electric power, heat, light, or air conditioning. Dates or time of performance will be extended automatically to the extent of such delays provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed, however, that since the performance dates of this contract are important to the implementation of ongoing property value update programs, continued failure to perform for periods aggregating sixty (60) or more days even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the municipality shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled, "Termination."

#### TERMINATION OF THE CONTRACT

Subject to the provisions of the section entitled "Force Majeure", if the Contractor shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Contractor violates any covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Contractor, then the municipality shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

#### ASSIGNMENT OF CONTRACT

The Contractor shall not assign or in any way transfer any interest in this agreement without the prior written consent of the Town, provided however, that claims for money due or to become due to the Contractor from the municipality hereunder may be assigned to a bank, trust company, or other financial institution without such consent, so long as notice of any such assignment is furnished promptly to the Assessor, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the Town against the Contractor in the absence of such assignment.

#### OWNERSHIP OF INFORMATION

- 1. All information acquired by the Contractor from the municipality or from others at the expense of the municipality in performance of the agreement shall be and remain the property of the municipality. All records, data files, computer records, worksheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the Contractor for delivery to the municipality shall be and remain the property of the municipality.
- 2. The Contractor agrees that he will use this information only as required in the performance of this agreement and will not, before or after the completion of this agreement, otherwise use said information, nor copy, nor reproduce the same in any form, except pursuant to the sole written instructions of the Town. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

#### **CONTRACTOR REQUIREMENTS**

- 1. The Contractor will serve in the capacity of an independent Contractor in this project.
- 2. Contractor will provide proof of insurance within thirty (30) days after the execution and signing of this contract.

#### EXPERIENCE OF THE CONTRACTOR

I have over 30 years' experience in the assessing and appraising industry. Since 1999 I have been employed as a Town Assessor; first with Seabrook and now with Goffstown. As required by the RFP, I am a State of New Hampshire Certified Property Assessor Supervisor, as well as a Certified New Hampshire Assessor, #99 and a Certified General Appraiser, #455.

In Seabrook I was responsible for the valuation of and negotiations with the Seabrook Nuclear Power Plant. I also appraised PSNH, the gas utility and in 2005, was one of the first assessors to value and assess the public right of way owned by Verizon. I worked with Robert Ciandella of Donahue, Tucker and Ciandella, PLLC, both on the Seabrook Nuclear Plant and Verizon.

In Goffstown I have valued and assessed PSNH, Energy North, a hydro-electric dam, the hi-tension electric transmissions lines, the poles and conduit owned by Fairpoint and the public and non-public rights of way owned by these companies as well as Comcast. While in Goffstown I worked with William Drescher of Drescher and Dokmo, PA, 21 Emerson Road, Milford, NH 03055, on the most recent Fairpoint appeal.

I worked with Rosann Maurice-Lentz, (603-610-7249) City of Portsmouth Assessor, 1 Junkins Avenue, Portsmouth, NH 03801 as a consultant for the valuation of Fairpoint's poles, conduits and right of way.

I have made presentations to the NHAAO and the ASB on the valuation of utility property. Most recently I served on the HB 700 Utility Commission and assisted the Commission in passing new law for the valuation of Distribution Utility property.

I have worked with the Town of Amherst since 2016. I completed an appraisal of all utility property located in the Town in 2016. I contracted with the Town and was successful in finalizing two agreements with Fairpoint. Most recently I valued all utility distribution property for the Town using the new formula established through HB 700.

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Scott has experience in appraising all types of property, including electric power plants, utility properties, many types of commercial, industrial, and apartment properties, and all types of residential properties. He also has extensive education through the IAAO, the Appraisal Institute and other appraisal organizations.

Scott has experience in all aspects of assessing including, interpreting deeds, interpreting financial statements for property appraisal and exemptions, preparing appraisal and assessing reports, supervising and training support and appraising staff, analyzing market data including, sales, listings for sale, rents, cap rates, property expenses, cost data and depreciation schedules. Scott has extensive experience with the Property Tax appeal procedure, as a private contractor, an employee of the State Board of Tax and Land Appeals and as an Assessor.



George E. Sansoucy, PE, LLC

Engineers & Appraisers

# PROPOSAL FOR REVALUATION OF PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY LOCATED IN

THE TOWN OF AMHERST, NH
VALUATION AS OF

**APRIL 1, 2021** 

Prepared for: Town of Amherst, NH

Prepared by: George E. Sansoucy, P.E., LLC 148 Main Street Lancaster, New Hampshire 03584

March 2021



#### George E. Sansoucy, PE, LLC

Engineers & Appraisors

March 1, 2021

Town of Amherst, NH Assessor's Office Attn: Michele Boudreau 2 Main Street Amherst, NH 03031

RE: FULL REVALUATION AS OF APRIL 1, 2021 OF ALL TAXABLE PROPERTY OWNED BY PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY, EXCLUDING "UTILITY PROPERTY ASSETS" AS DEFINED IN NEW HAMPSHIRE RSA 72:8-d.

Dear Ms. Boudreau:

Thank you for the opportunity to submit this proposal in response to your request regarding revaluation of the taxable electric transmission property owned by Public Service Company of New Hampshire d/b/a Eversource Energy in the Town of Amherst, NH as of April 1, 2021.

George E. Sansoucy, P.E., LLC (GES) is an appraisal firm that has been in business for over 30 years. Please see the attached resume for more details, our qualifications, and our current and/or past client list. The firm of George E. Sansoucy, P.E., LLC provides valuation and consulting services to clients throughout the United States. Our clients include public institutions such as state and local government agencies, financial institutions, and selected utilities. The firm's two primary services are 1) the valuation of public utility infrastructure, energy projects, and complex industrial properties, and 2) consultation services and testimony on regulatory and valuation matters involving public utilities and the utility industry. Our staff includes professional engineers licensed in New Hampshire and South Carolina, two certified general appraisers with experience in a wide range of energy and regulatory matters, two MBAs, and administrative staff. Our staff has testified in many legal, valuation, and regulatory proceedings before state and federal courts, tribunals, and administrative agencies.

George E. Sansoucy is licensed as a Certified General Appraiser, License No.: NHCG-774, in New Hampshire, is a Certified Assessing Supervisor in NH, is licensed in fourteen (14) other states as a Certified General Appraiser and is a Registered Professional Engineer in New Hampshire. Please see the attached resume for a complete list of the Certified General Appraiser licenses held by George Sansoucy.

George E. Sansoucy, PE, LLC

Assessor's Office Town of Amherst, NH March 1, 2021 Page 3 of 40

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GES has extensive experience in the valuation of all forms of electric, gas, water, and telecommunications utility property, including all renewables. We also have extensive experience in special purpose or complex industrial and commercial properties, including Walmarts. The valuation of these types of facilities necessitates an understating of both the regulatory and economic climate in which these facilities operate.

Our proposal for the Town of Amherst is to perform a revaluation of the taxable electric transmission property owned by Public Service Company of New Hampshire d/b/a Eversource Energy as of April 1, 2021.

Our revaluation will include electric transmission land and easement valuations developed from land schedules generated by the Town-wide revaluation company for the inclusion of all real property. Our appraisal will develop the fair market value of the utility property based on USPAP requirements and will include an analysis of the cost approach to valuation, the sales comparison approach where applicable, and the income approach to value where applicable. All three methods of value, where applicable, will be reconciled to a final estimated fair market value of the property based on operating and financial considerations unique to the property itself.

We will provide one copy of the report to the Town of Amherst by August 1, 2021. The report appendices will include the development of the cost approach, analysis of age and life of properties, development of independent property lives for depreciation, calculations of physical depreciation and functional obsolescence, if any, and calibration with market sales and income. Economic obsolescence will be discussed in the main body of the report based on income, if available, and market sales. A detailed Scope of Work is provided herein.

The goal of our proposal is to isolate and build the utility valuation model for Amherst based on the updated information from the company and utilization of actual physical lives. I look forward to working with the Town of Amherst, both currently and in the future, in the valuation and management of its utility properties for *ad valorem* tax assessment purposes.

Assessor's Office Town of Amherst, NH March 1, 2021 Page 4 of 40

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We hope this proposal is acceptable to the Town of Amherst. If you have any questions regarding this proposal, please do not hesitate to contact my office at 603-788-4000 or gsansoucy@sansoucy.com.

Very truly yours,

GEORGE E. SANSOUCY, P.E., LLC

George E. Sansoucy, P.E.

Certified General Appraiser No.: NHCG 774

Certified NH Assessing Supervisor

GES/lt

**Enclosures** 

#### **SCOPE OF WORK**

Appraisal work shall start in the Town no later than thirty (30) days after execution of the Contract, to begin with a meeting between the Town, the Contractor, and a representative from the Department of Revenue Administration. The detailed scope of work for this project includes the following:

- Public Service Company of New Hampshire d/b/a Eversource Energy
  - Valuation of all electric transmission non-House Bill 700 property;
  - Inventory of all transmission easements, acreages, and valuation of electric transmission easements;
  - O Valuation of use of any public right-of-way by the transmission, if any;
  - There are eleven (11) Public Service tax cards. All non-electric transmission land parcels will be valued using the Town's CAMA system for land values equal to surrounding values. Any federally regulated land parcels directly associated with federal regulation of the electric transmission lines in Londonderry will be separately adjusted for value as necessary and those adjustments provided to the CAMA system operator for final input and valuation. An example of a federally regulated parcel is the fee land under the Amherst high-voltage substation.

The first objective will be to secure, through discovery and a request for the production of documents, information to completely update the books and records of the Town for the quantity, type, original costs, and year of installation of the subject property in the Town of Amherst. We will prepare all requests and spearhead the accumulation of information necessary to prepare the values. The request will be submitted to the utility on Town letterhead in the form of a detailed request for information.

With this inventory updated by the process described above, we will be able to prepare a valuation of the property listed above for the tax year of 2021. We will prepare a stand-alone restricted use, USPAP-compliant appraisal report that contains facts, figures, and calculations necessary for the reader to understand the report as of April 1, 2021. This report will also be available for the Town to provide to the Department of Revenue Administration (DRA), if requested. Utilities routinely and continuously build new property as new buildings are being constructed, property is replaced, upgrade and update of their property, and general improvement of the system. The model we will construct for the Town will reflect additions, deletions, and other necessary changes to the valuation of the utility property. This will provide the DRA with their review document to fully understand how the Town has prepared and implemented the new value.

George E. Sansoucy, P.E., LLC March 1, 2021 Page 5 of 40 A critically important part of our proposal in the valuation of utility property will be to systematically tour the Town and all major utility elements of visible property owned by the utility. Depreciation is determined using our judgment, experience, and knowledge of utility property.

An explanation of the computer valuation model will likely be included in the report cited above to the DRA. Some of the electric transmission utility information requested from the utility will be provided to the Town under a confidentiality agreement, at which time we can discuss the appropriate protocol to secure the utility books and records in a confidential fashion.

#### **PERSONNEL:**

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George E. Sansoucy, P.E.(NH CGA #774) will be responsible for the deliverables of this project. Employees of GES who will participate in this project with George Sansoucy are Austin Sansoucy (NH DRA Certified Measurer and Lister), and Charelle Lucas (NH DRA Certified Assessor Assistant).

#### **PERFORMANCE BOND:**

This contract is too small to warrant a performance bond. A performance bond will not be necessary because the work will be billed at the end when it is completed. The billings will be sent out no later than the preparation of the Town's MS-1 form with a 30 day payment requirement.

#### **EXPERIENCE DURING THE PAST FIVE YEARS:**

The following table provides a list of all municipal revaluations and annual updates in New Hampshire completed by George E. Sansoucy, P.E., LLC during the past six (6) years, 2015 – 2020. It is also interesting to note that many communities are opting for the fixed price five-year contract model for their utility properties. If selected, GES would be happy to negotiate a five-year contract which would include the 2021 Revaluation, followed by four (4) annual updates of the same property at a fixed price to be determined at the time of contract execution. The price for a five-year contract is included in the separate pricing proposal.

This list is essentially representative of the assessing work that we are currently committed to perform for 2021.

George E. Sansoucy, P.E., LLC March 1, 2021 Page 6 of 40

# REVALUATIONS AND UPDATES PERFORMED BY GEORGE E. SANSOUCY, P.E., LLC - 2015 - 2020

	Number of Utilities			
TOWN	& Telecommunications	Year Reval (R) / Update (U)	Contact	Phone
Antrim	4	2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen	603-588-6785
Bath	11	2018 U / 2019 U / 2020 U	Board of Selectmen	603-747-2454
Bennington	1	2018 R	Board of Selectmen	603-588-2189
Daulia.	10	1015 D (2016 H) 2017 Y) (2017 Y) (2017 Y)	James Wheeler, City	
Berlin Bow	10	2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 R 2015 U / 2016 U	Manager	603-752-7532
Brentwood	9	2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 R	Board of Selectmen Board of Selectmen	603-228-1187
Bridgewater	9	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen  Board of Selectmen	603-642-6400
Bristol	6	2015 U / 2016 R / 2017 U / 2018 U / 2019 U / 2020 U	Board of Selectmen	603-744-3354
Canaan	6	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-523-4501
Charlestown	10	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-826-4400
Chester	9	2015 U / 2016 R / 2017 U / 2018 U / 2019 U / 2020 U	Board of Selectmen	603-887-4045
Claremont	7	2018 R / 2019 R / 2020 U	Board of Selectmen	603-542-7004
Columbia Dalton	4	2016 R / 2017 U / 2018 U / 2019 U / 2020 R	Board of Selectmen	603-237-5255
Dummer	4	2015 U/2016 U/2017 U/2018 R/2019 U/2020 U 2017 R/2018 R/2019 U/2019 R/2020 U	Board of Selectmen	603-837-2092
Dunbarton	14	2017 R / 2016 R / 2019 U / 2019 R / 2020 U 2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 R	Board of Selectmen  Board of Selectmen	603-449-2006 603-774-3541
Durham	5	2015 U/2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen	603-868-8064
Epping	11	2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 R	Board of Selectmen	603-679-5441
ЕптоІ	2	2018 R / 2019 U / 2020 R	Board of Selectmen	603-482-3351
Farmington	.5	2016 U / 2017 U / 2018 U / 2019 R	Board of Selectmen	603-755-2789
Francestown	4	2019 R / 2020 U	Board of Selectmen	603-547-3469
Fremont	5	2015 R / 2016 U / 2017 U / 2018 U / 2019 U	Board of Selectmen	603-895-2226
Gilmanton Gorham	9	2015 U / 2016 U / 2017 U / 2018 U / 2019 R	Board of Selectmen	603-267-6700
Hampstead	6	2015 U/2016 U/2017 R/2018 U/2019 U/2020 U 2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen Board of Selectmen	603-466-3322
Hancock	3	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-329-4100
Haverhill	9	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-787-6800
Henniker	8	2018 U/2019 U/2020 R	Board of Selectmen	6-3-428-3221
Hillsborough	5	2015 U / 2016 U / 2017 R / 2018 U / 2019 U / 2020 U	Board of Selectmen	603-464-3877
Hinsdale	12	2015 U / 2016 U / 2017 R / 2018 U / 2019 U / 2020 U	Board of Selectmen	603-336-5727
Hollis	7	2015 U/2016 U/2017 U / 2018 R/2019 U/2020 U	Board of Selectmen	603-465-9860
Hooksett Hopkinton	6	2016 U / 2018 R	Board of Selectmen	603-268-0078
Hudson	15	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U 2015 U/2016 U/2017 R/2018 U/2019 U/2020 U	Board of Selectmen  Jim Michaud, Assessor	603-746-3170
Keene	9	2016 R / 2017 U / 2018 U / 2019 U / 2020 U	Dan Langille, Assessor	603-886-6009 603-352-2125
Lancaster	3	2015 U/2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen	603-788-3391
Landaff	3	2019 U / 2020 U	Board of Selectmen	603-838-6220
Lebanon	- 8	2020 R	Board of Selectmen	603-448-1499
Lincoln	4	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-745-2757
Littleton	13	2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 U	Board of Selectmen	603-444-3996
Londonderry London	10 7	2017 U / 2018 U / 2019 R / 2020 U	Board of Selectmen	603-432-1100
Lyme	7	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U 2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen Board of Selectmen	603-798-4541 603-795-4639
Madison	i	2015 R	Board of Selectmen	603-367-4332
Monroe	8	2015 U/2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen	603-638-2644
Moultonborough	6	2015 R / 2016 U / 2017 U / 2018 U / 2019 U	Board of Selectmen	603-476-2347
Nashua	5	2018 R / 2019 U / 2020 U	Board of Selectmen	603-589-3040
New Hampton	6	2015 U/2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen	603-744-3559
Newe Ipswich	3	2016 R / 2017 U / 2018 U / 2019 R / 2020 U	Board of Selectmen	603-878-2772
Newington Northfield	18	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-436-7640
Northumberland	8	2015 U/2016 U/2017 R/2018 U/2019 U/2020 U 2015 U/2018 R/2019 U/2020 U	Board of Selectmen	603-286-7039
Pembroke	6	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-636-1450 603-485-4747
Plymouth	6	2016 U/2017 U/2018 R/2019 U/2020 U	Board of Selectmen Board of Selectmen	603-536-1731
Raymond	6	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-895-7017
Rumney	7	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-786-9511
Salem	9	2016 R / 2020 U	Board of Selectmen	603-890-2115
Sandwich	6	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-284-7701
Seabrook	6	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-474-2966
Sheldon, VT Springfield	1	2015 R / 2016 U / 2017 U / 2018 U / 2019 U / 2020 R	Board of Selectmen	802-933-2524
Stewartstown	4	2017 U/ 2018 R / 2019 U	Board of Selectmen  Board of Selectmen	603-763-4805
Stoddard	3	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-446-3326
Stratford	4	2015 U/2016 R/2017 U/2018 U/2019 U/2020 U	Board of Selectmen	603-922-5533
Swanzey	8	2015 U/2016 U/2017 U/2018 U/2019 R	Board of Selectmen	603-352-7411
Tuftonborough	6	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-569-4539
Wakefield	4	2018 R / 2019 U / 2020 U	Board of Selectmen	603-522-6205
Warner	5	2015 R / 2020 R	Board of Selectmen	603-456-2298
Warren Vanhington	6	2015 U/2016 U/ 2017 R/2018 U/2019 U/2020 U	Board of Selectmen	603-764-5780
Washington Whitefield	4 5	2018 R	Board of Selectmen	603-495-3074
vinteneid	5	2015 U/2016 U/2017 U/2018 U/2019 R/2020 U	Board of Selectmen	603-837-2551

George E. Sansoucy, P.E., LLC March 1, 2021 Page 7 of 40 The following table is demonstrative of our current revaluation experience in towns/cities with populations exceeding 10,000 in NH:

TOWN	DATES OF SERVICE	DESCRIPTION	CONTACT
Berlin	1992 – Current	Revaluation and Updates	James Wheeler, City Manager 603-752-7532
Hudson	1994 - Current	Revaluation and Updates	Jim Michaud, Assessor 603-886-6009
Raymond	2005 – Current	Revaluation and Updates	Joseph Ilsley, Town Manager 603-895-7007

#### **PROJECT MILESTONES:**

The table below defines the milestones and timeline for completion:

# WORK PLAN METHODOLOGY TOWN OF AMHERST, NH PSNH D/B/A EVERSOURCE ENERGY AS OF APRIL 1, 2021

TASK NAME	MAY	JUNE	JULY	AUG	SEP
Development of data request form					
Site tours of all public utility property					
Data retrieval and analysis					
Market sales research and analysis					
Income based research and analysis					
Development of cost indexes and computer model					
7. Development of depreciation schedules and computer model					
Development of economic depreciation schedules based on market sales and income					
Final model development for valuation					
10. Final Restricted USPAP-Compliant Report				8/1/2021	
11. Close out and MS-1					9/30/2021

George E. Sansoucy, P.E., LLC March 1, 2021 Page 8 of 40

#### **GENERAL CONDITIONS AND REQUIREMENTS:**

Sansoucy will not be responsible for consequential or compensatory damages arising from the late performance or non-performance of the agreement caused by circumstances which are either outside Sansoucy's scope of services, beyond Sansoucy's control, or as a result of non-performance of any other party, person, or entity.

Sansoucy will provide an electronic copy and one (1) hardcopy of the restricted USPAP-compliant report of the valuation of the utility property to the Town of Amherst no later than August 1, 2021.

All information acquired by GES from the municipality or from others at the expense of the municipality shall remain the property of the municipality. GES will use this information only as required in the performance of this agreement and will not otherwise use this information.

This proposal will remain in effect for at least sixty (60) days from the submission of the proposal.

A contract resulting from this RFP will be subject to the appropriation of funds by the Town of Amherst.

Sansoucy understands and agrees with the General Conditions and Requirements stated in the RFP with the exception of the Performance Bond as defined above.

Relationship and Indemnification: The relationship between George E. Sansoucy, P.E., LLC and the Town of Amherst, NH shall be as an Independent Contractor, and the Contractor shall hold the Town, it's agents, servants, and employees harmless at the Contractor's sole expense, to any liability or legal proceeding occurring as a result of the Contractor's action(s) or omissions, including injury, death, property damage, or any associated expense(s) including cost of defense and reasonable attorney's fees.

<u>Certificates of Insurance</u>: Sansoucy will maintain general liability insurance with an endorsement for hired and non-owned automobile liability.

- The liability insurance will be in the form of commercial general liability with limits of \$2,000,000 per occurrence/person for bodily injury, and \$4,000,000 general aggregate for the life of the policy.
- The hired and non-owned automobile liability endorsement will have a limit of \$2,000,000 each accident.
- Sansoucy will provide a certificate of insurance confirming the above insurance coverages at the time of contract execution. All insurance will be valid in the State of New Hampshire.

<u>Work Product</u>: All work products used or created in conjunction with the revaluation shall be the sole property of the Town, and that, in the event of cancellation or termination, such products will remain with the Town, including, but not limited to installed software and associated rights,

George E. Sansoucy, P.E., LLC March 1, 2021 Page 9 of 40 all data and tables entered to date, analyses, data collection forms, notifications and correspondence generated or received over the course of the revaluation.

This contract is for public utility valuation. We provide a marked-up Vision tax card(s) for data input by the Town's mass appraisal valuation contractor. We do not accept a password and automatic entry into the Vision system, nor is it necessary that we should, to limit the number of users with access to the system.

#### **REFERENCES:**

Ol D - 1.44 E	C. D.I. E	
Chris Boldt, Esq.	Steve Bolton, Esq.	
Donahue, Tucker & Ciandella, PLLC	City Counsel	
The Towle House	City of Nashua	
154 NH Route 25, Unit 2	229 Main Street	
Meredith, NH 03253	Nashua, NH 03060	
Phone: (603) 766-4573	Phone: (603) 589-3246	
Email: cboldt@dtclawyers.com	Email: boltons@nashuanh.gov	
Dan Langille, Assessor	Jim Michaud, Assessor	
City of Keene, NH	Town of Hudson, NH	
3 Washington Street	12 School Street	
Keene, NH 03431	Hudson, NH 03051	
Phone: (603) 352-2125	Phone: (603) 886-6009	
Email: dlangille@ci.keene.nh.us	Email: jmichaud@hudsonnh.gov	
Denise Vallee, Town Manager	Jim Wheeler, City Manager	
Town of Gorham	City of Berlin	
20 Park Street	168 Main Street	
Gorham, NH 03581	Berlin, NH 03570	
Phone: (603) 466-3322 x2	Phone: (603) 752-7532	
Email: townmgr@gorhamnh.org	Email: jwheeler@berlinnh.gov	
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See Appendix A for resumes of George E. Sansoucy, Austin Sansoucy, and Charelle Lucas who will be involved with this project.

George E. Sansoucy, P.E., LLC March 1, 2021 Page 10 of 40

# APPENDIX A – RESUMES

## <u>AND</u>

### **RATE SHEET**

George E. Sansoucy, P.E., LLC

**Austin Sansoucy** 

**Charelle Lucas** 

George E. Sansoucy, P.E., LLC March 1, 2021 Page 11 of 40



#### George E. Sansoucy, PE, LLC

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#### **RESUME**

#### **GEORGE E. SANSOUCY, P.E.**

Mr. Sansoucy graduated from the University of New Hampshire in 1974, with a Master of Science Degree in Civil Engineering, with a major in Sanitary/Environmental Engineering and with additional emphasis on urban planning and infrastructure. Immediately after leaving college, Mr. Sansoucy served as a Project Manager for the firm of Anderson-Nichols and Co., Inc., a multi-disciplined consulting engineering firm in Boston, Mass., working in the fields of municipal and industrial wastewater and water treatment systems, pipeline systems, large pumping systems, environmental impact work, soil and groundwater management, wastewater treatment for pulp and paper operations, planning, design and construction administration of numerous civil and environmental engineering projects. As a Project Manager, Mr. Sansoucy was responsible for all aspects of civil engineering project planning, design, construction, economic analysis, technical requirements for financing and project close out.

Since 1980, Mr. Sansoucy started, owned and operated his own consulting engineering and appraisal firm which actively engaged in the planning, design, financing, construction, operation, and management of hydroelectric plants throughout New England and New York State, design and construction of energy related transmission and distribution facilities, power contract development, interconnection development, project management, development of commercial and industrial real estate, consulting for policy and valuation issues on a wide range of public utility properties, regulatory utility matters, and expert testimony before numerous regulatory bodies and courts in the United States. Mr. Sansoucy has completed engineering or valuation assignments for the U.S. Government, State Governments, County Governments, and School Districts, Cities, Towns, Villages and private enterprises. Assignments have been conducted for banks, insurance companies, individuals, attorneys, and private industry in the fields of utility regulation and valuation, energy planning and development, energy conservation and management, construction management, and design of roads, water, sewer, utilities, and other municipal and utility facilities.

Since 1990, the firm has been actively engaged in the valuation, appraisal, assessments, taxability, and expert testimony for the valuation of public and private utility property of all kinds throughout the United States. These types of property include electric gas, water, telephone, cable, oil pipelines, electric generation plants of all kinds, nuclear plants, renewable energy facilities, and other types of utility property both regulated and unregulated. In addition

George E. Sansoucy, P.E., LLC August 25, 2020 Page 12 of 40 we have been actively engaged in the valuations of certain types of special purpose properties, which include paper mills, heavy industrial complexes, pipe manufacturing facilities, wholesale and retail data centers, server farms, nuclear pump manufacturing facilities, underwater fiber optic trans ocean cable manufacturing facilities, oil, gas, other liquid storage tank facilities, natural gas, and propane liquid storage facilities, gypsum manufacturing facility, all types of renewable energy facilities including water, wind, solar, landfill and landfill gas facilities, cellular telephone systems, heavy dockage and peerage, chemical manufacturing facilities, generator manufacturing facility (G.E. Schenectady NY), waste to energy biomass electric generation facility, complex warehouse and distribution facility, new Walmart Superstores, satellite uplink facilities, and other miscellaneous special purpose properties. Our work and valuation have involved appraisal, assessment, taxability, mass appraisal modeling, mass appraisal systems, and expert testimony regarding these appraisals.

Mr. Sansoucy's experience has included all levels of coordination with various federal and state agencies, such as the New Hampshire Public Utilities Commission, the New Hampshire Water Resources Board, the New Hampshire Department of Environmental Services, the Michigan Public Service Commission, the Massachusetts Department of Revenue, the San Francisco Public Service Commission, the Maine Department of Transportation, the Federal Energy Regulatory Commission, the Environmental Protection Agency, OSHA, HUD, and many other similar departments throughout the country. Also, Mr. Sansoucy has and continues to provide input to legislative committees and/or committee members relating to regulatory policy for utility matters.

#### A general overview of Mr. Sansoucy's expertise includes:

- 1. Appraisals, valuations, and engineering consulting for municipal, government, and private clients on public utility property issues, utility policy, private power projects, including the valuation of nuclear power plants and interim nuclear fuel storage facilities;
- 2. Court preparation, expert testimony, legislative testimony, and regulatory testimony, including the complete project management of eminent domain takings of utility property by government entities;
- 3. Construction of power lines, substations, control facilities and other appurtenances necessary for the generation and distribution of electricity to the host utility;
- 4. Civil design and construction for buildings, roads, foundations, drainage, utilities and controls;
- 5. Development, licensing, design, and construction of hydroelectric energy projects from inception to completion with successful operations, financing negotiations, contracts for power negotiations, and management of small-scale energy projects;
- 6. Planning, design, and construction management for water, wastewater, industrial wastewater treatment facilities, and alternative water and wastewater treatment facilities;
- 7. Design and construction of pressure and gravity water and wastewater treatment conveyance systems;
- 8. Environmental assessment and impact report management, preparation, and presentation;
- 9. Planning and executing public participation in the regulatory, valuation and environmental fields;
- 10. Construction of projects in the design/build mode with fixed price requirements;

George E. Sansoucy, P.E., LLC August 25, 2020 Page 13 of 40

- 11. Dam, canal and waterway renovations of existing structures;
- 12. Renovation of buildings, both historic and non-historic, to meet all current life safety, BOCA, state, federal, and local codes;
- 13. Hazardous waste evaluation, analysis, mitigation, and remediation;
- 14. Additional projects with varied experience and opportunity; and
- 15. Analysis, development, and preparation of mass appraisal systems for local and central valuation and assessment, for utilities and telephone properties.

#### PROFESSIONAL QUALIFICATIONS:

B.S. Civil Engineering, University of NH, 1974

M.S. Civil, Sanitary Engineering, University of NH, 1974

Registered Professional Engineer, NH # 4175

Certified General Real Estate Appraiser in New Hampshire, Connecticut, Massachusetts, Maine, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, and Virginia.

Certified New Hampshire Assessor/New Hampshire Department of Revenue Administration Certified Assessor Supervisor/New Hampshire Department of Revenue Administration

I.A.A.O. Course 1 – Fundamentals of Real Property Appraisal

I.A.A.O. Course 151 – USPAP

I.A.A.O. Course 2 – Income Approach to Valuation

I.A.A.O. Course 300 – Fundamentals of Mass Appraisal

I.A.A.O. Course 354 – Multiple Regression Analysis

I.A.A.O. Course 400 – Assessment Administration

Appraisal Institute Course – Using Your HP12C Financial Calculator

Appraisal Institute Course - Internet Search Strategies for Real Estate Appraisers

Appraisal Institute Course – Business Practices and Ethics

Appraisal Institute Course – 7-Hour National USPAP Update Course – 1400

Appraisal Institute Course – Condemnation Appraisals

Appraisal Institute Course - Intro to Conservation Easement Valuation

Appraisal Institute Course - Analyzing the Effects of Environmental Contamination

Appraisal Institute Course – Appraisal Curriculum Overview

Appraisal Institute Course – Intro to Green Buildings: Principles & Concepts

Appraisal Institute Course – Residential & Commercial Valuation of Solar

Appraisal Institute Course – Supervising Appraisal Trainees

Appraisal Institute Course – Appraising Cell Towers

McKissock Course - Work File Documentation for Appraisers

McKissock Course - Land and Site Valuation

McKissock Course - Essential Elements of Disclosures and Disclaimers

McKissock Course - Managing Appraiser Liability

McKissock Course – Appraisal of Land Subject to Ground Leases

McKissock Course - Michigan Appraiser Law

McKissock Course – Appraisal Applications of Regression Analysis

McKissock Course – Environmental Issue for Appraisers

McKissock Course – The Dirty Dozen

McKissock Course - The Cost Approach

George E. Sansoucy, P.E., LLC August 25, 2020 Page 14 of 40 McKissock Course - Connecticut Real Estate Law

IPU Michigan State University - IPU Advanced Regulatory Studies Program - 2015

IPU Michigan State University – IPU Power Grid School - 2019

NHAAO/D.R.A. State Statutes Course

NHAAO/D.R.A. State Statutes Update Course

NRAAO Valuation of Wireless Communication Towers and Sites

NRAAO Wind Farm Valuation in the Northeast

2007 SEAK National Expert Witness Conference

2009 SEAK National Expert Witness Conference

2011 SEAK National Expert Witness Conference

2012 SEAK National Expert Witness Conference

Financial Statement Analysis

Legal Issues for the New Hampshire Design Professionals

Power Gen Natural Gas Conference, Columbus, Ohio

ISO New England Introduction to Wholesale Electricity Markets

ISO Forward Capacity Market

Member, American Society of Civil Engineers

Member, New Hampshire Association of Assessing Officers

Member, International Association of Assessing Officers

Member, American Water Works Association

Member, Society of Depreciation Professionals

Associate Member, Appraisal Institute

Past Vice-Chair of Solid Waste Task Force for the City of Rochester, NH

IPU Advanced Regulatory Studies Program

Public service activities past and present include Abnaki (Boy Scout District) Chairman, planning board member, capital improvement committee, zoning board alternate member, school funding apportionment committee, water rate committee, and Rotary International.

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#### PUBLICATIONS, SPEECHES, AND TEACHING EXPERIENCE:

September 18, 2020 – Presentation to the Vermont Assessor and Listers Association – Appraisal of Electric Transmission and Distribution Utility Property in Vermont.

March 2018 – Presentation to Hampden, Hampshire, and Franklin, MA Counties Assessors Association – Update of Utility Valuation for Property Taxation in the Commonwealth of Massachusetts.

October 2017 – Presentation to Missouri State Assessors Conference – Litigation, Valuation, and Assessment Update of Regulated Utility Gas Property in Missouri – George Sansoucy.

October 2017 – Presentation to Vermont league of Cities and Towns – Utility and Power Generation – Brian Fogg.

September 2017 – Presentation to the Vermont Assessor's Association – Utility and Power Generation – Brian Fogg.

June 2017 – Presentation to the New Hampshire Assessing Standards Board – Utility Assessment in New Hampshire.

May 2017 – Presentation to the Berkshire County Assessors' Association – Update of Utility Valuation for Property Taxation in the Commonwealth of Massachusetts.

November 2015 – NHMA Presentation on Details and Effects of 2015 BTLA Decisions Regarding PSNH and NHEC.

November 2015 – Presentation to the affected Towns on Northern Pass Valuation and Taxation – Municipal Work Session.

August 2015 – Presentation to New Hampshire Assessing Standards Board sub-committee on Pole Values.

May 2014 – Presentation to Bristol County, MA Assessors Association. Update on Utility values and solar valuation.

June 2013 – Presented a seminar on the valuation of cell towers and cable TV at the New Hampshire Association of Assessing Officials monthly meeting.

February 2013 – Authored and presented a series of workshops on valuing solar PV systems at the request of the Massachusetts Department of Revenue, Bureau of Local Assessment.

November 14, 2012 – New Hampshire Local Government Center 71<sup>st</sup> Annual Conference hosted by NH Association of Assessing Officials. Speaker as part of a panel discussion on valuation and the methodologies used as they pertain to utility companies.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 16 of 40 In 2012, co-authored with Martin R. Cohen for Michigan Environmental Council, a paper entitled "25% by 2025: The Impact on Utility Rates of the Michigan Clean Renewable Electric Energy Standard".

In 2009, attended the Vermont Assessors and Listers Association Annual Meeting as a guest speaker on the topic of Net Book Value vs. Fair Market Value.

In 2009, authored and presented a seminar at the 75<sup>th</sup> Anniversary of the International Association of Assessing Officers International Conference in Louisville, KY entitled *The Mass Appraisal of Wireline Telephone and Communications Property for Central Valuation and Local Assessment*.

In 2008, for the Commonwealth of Massachusetts, Department of Revenue, conducted an assessor's workshop on valuing wireless telecommunications property.

In 1999, for the Commonwealth of Massachusetts Department of Revenue, prepared draft guidelines for the valuation of utility property, as required by changes of law pursuant to deregulation in Massachusetts; presented courses throughout the state for town and city assessors in the valuation of utility property, as required by the Department of Revenue Administration.

Massachusetts Department of Revenue – Preparation in 1998 of draft guidelines to be issued by the State for use by local governments in assessing electric company property. In conjunction with the guidelines, co-authored and presented two courses on valuation of electric properties under deregulation to state and local government appraisers and assessors.

1995 - Presented Overview of the Valuation of Utility Property, presented to the Annual Summer Conference of the New York State Real Property Tax Directors Association.

1994 - Presented Status Report on the Valuation of Utility Property, presented to the Annual Meeting of the Municipal Managers Association of New Hampshire and Vermont.

In 1978, taught Advanced Wastewater Treatment for the Graduate Program at University of New Hampshire as replacement professor.

In 1973 and 1974, taught Photogrametric classes for the Undergraduate Program at University of New Hampshire as professor's assistant.

Team Leader for Destructive Structural Testing of single span box aluminum roof trusses, in situ.

State of Michigan, County Equalization Directors, Prepared and taught two-day seminar on the valuation of utility property for the Michigan Assessor's Association.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 17 of 40 State of Kansas, Wichita School. Co-taught electric power plant valuation in a deregulated market at the annual utility valuation school put on by Wichita State University.

Published, Proceedings, International Association of Assessing Officers.

Published, Journal of American Water Works Association.

Published, Conference Proceedings, American Water Works Association.

Published, Proceedings, National Symposium on Land Treatment.

#### REPRESENTATIVE CURRENT AND PREVIOUS CLIENTS:

- 1. Adams County, OH Valuation of the Killen Generating Station, a 666 MW coal-fired generating facility and the J.M. Stuart Generating Station, a 2,440 MW coal-fired generating facility. Development of valuation and analysis of thermal pollution exemption requests by Dayton Power and Light for Adams County on the J.M. Stuart Generating Plant.
- 2. <u>Town of Agawam, MA</u> Valuation of gas transmission facilities, gas distribution facilities, compressor facilities, electric distribution facilities, and a combined cycle, co-generation, gas electric plant.
- 3. <u>City of Albany, NY</u> Valuation of electric transmission and distribution property including substations in the City of Albany, NY.
- 4. <u>Town of Alexandria, NH</u> Valuation of all public utility property including a woodburning power plant.
- 5. All Towns, NH Valuation, consultation, and expert witness services provided to 49 towns regarding tax appeals filed by Public Service Company of New Hampshire, and 7 towns regarding tax appeals filed by New Hampshire Electric Coop., Inc. Preparation of a court-ready appraisal for each utility in all towns, and testimony at the BTLA.
- 6. <u>Town of Allenstown, NH</u> Valuation of all public utility property in the Town and a new 400 foot MCI microwave telecommunications tower. Preparation of court-ready appraisal for tax abatement litigation brought by electric utility.
- 7. <u>Amesbury, MA</u> Provided consulting services regarding a PILOT agreement regarding Citizens Energy.
- 8. <u>Town of Andover, NH</u> General consulting regarding the valuation of electric transmission and distribution facilities as part of a utility ad valorem tax appeal.
- 9. <u>Annapolis, MD</u> Provided valuation and consulting services relating to the Brandon Shores and H.M. Wagner Generating Station.
- 10. <u>Antrim, NH</u> Valuation of Steels Pond Hydroelectric Station and all public utility property.
- 11. Town of Ashland, ME Valuation of wood-fired electric generating plant.

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- 12. <u>Ashtabula County, Ohio</u> Consumers Ohio Water Company. Engineering, regulatory, expert, and valuation services for the eminent domain taking of Consumers Ohio Water Company by Ashtabula County.
- 13. <u>Babcock Ultrapower</u> Valuation of wood-fired generating facility in Enfield, Maine for tax abatement request.
- 14. <u>Bangor, ME et al.</u> Valuation of Bangor Gas Pipeline located in several communities in the State of Maine. A high-pressure natural gas transmission pipeline.
- 15. <u>Bank of New Hampshire</u> Valuation of Pittsfield Aqueduct Company, a public utility in the Town of Pittsfield, NH, for financing purposes.
- 16. Bath NH, Valuation of all public utilities in the Town of Bath.
- 17. <u>Barnet, VT</u> Consulting services for the hydroelectric facility, and flowage rights regarding a tax appeal by TransCanada.
- 18. <u>Town of Bennington, NH</u> Valuation services for Monadnock Paper Mills, Inc. (four dams, three hydro plants) all located in the town.
- 19. <u>Berg and Laipson Law Firm</u> Worcester, Massachusetts Preparation of eminent domain defense involving major gas transmission systems.
- City of Berlin, NH Revaluation of special purpose property owned by the Public 20. Service Company of New Hampshire, James River Hydroelectric Company, New England Telephone, Time Warner Cable, and the James River Paper Company. Engineering consultant for purposes of the City's intervention with the Federal Energy Regulatory Commission on the relicensing of hydroelectric plants owned by James River Hydroelectric Company and Public Service Company of New Hampshire and requests for exemption of property from ad valorem taxation filed by James River Paper Company. Valuation of 14 MW wind park in Berlin, NH. Valuation of all public utilities in the City of Berlin. Expert testimony for the City in the Public Service Company of New Hampshire divestiture case before the New Hampshire Public Utility Commission in 2015. Valuation of Berlin Biomass and development of a PILOT agreement for the 75 MW wood-fired electric generating station in Berlin. This biomass assignment included expert testimony before the New Hampshire Public Utility Commission for the power purchase agreement with Public Service Company of New Hampshire.
- 21. <u>Bethlehem, NY Industrial Authority</u> Development of a PILOT agreement for the construction of new electric generating facilities.
- 22. <u>Town of Bethlehem, NY</u> Valuation of the Albany Steam Station, a 400 MW oil/gas-fired utility generation plant for property tax assessment valuation of the portion of the Town's water system located in New Scotland, NY, for property tax assessment appeal.
- 23. <u>Town of Billerica, MA</u> Valuation services for Digital Realty Property (real and personal), testimony, and litigation support at the Massachusetts Appellate Tax Board.
- 24. <u>Town of Blackstone, MA</u> Valuation of a new 550 MW combined cycle gas-fired electric generating plant.
- 25. <u>Bloom Sluggett Morgan, Marquette, MI</u> Valuation and consulting services relating to the Presque Isle Power Plant located in Marquette, MI, and the Zeeland Generating Station located in Zeeland, MI.
- 26. <u>Boralex, Inc.</u> Valuation and consulting services related to the Boralex Sherman biomass electric generation facility located in Stacyville, ME.

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- 27. <u>City of Boston, MA</u> Valuation of the New Boston oil/gas-fired electric generation station and related transmission and electric distribution property. Valuation of gas storage, transmission, and distribution systems. Valuation of Comcast Cable, and valuation of all electric distribution and transmission property in the City including a court-ready valuation of NSTAR Electric, with expert testimony during litigation.
- 28. Bourgeois, Dresser, White & McGourthy, LLP General Consulting.
- 29. Town of Bow, NH Valuation of all utility property including electric transmission facilities, the Merrimack Station, a 460 MW steam-fired coal central generation plant, a 12.1 MW hydroelectric plant, 44 MW combustion turbines, telephone property, and all electric distribution and natural gas transmission and distribution facility in the Town of Bow. Engineering consultation regarding power generation issues and site evaluation for a 600 ton per day paper mill.
- 30. <u>Bradford, NH</u> Appeal consulting and valuation of electric transmission and distribution property regarding appeals filed at the BTLA.
- 31. <u>Brentwood, NH</u> Valuation of all public utility property.
- 32. <u>Bridgeport, CT</u> Consulting engineering and valuation for refuse incineration and transfer facilities.
- 33. <u>Bridgewater, NH</u> General consulting and preparation of detailed valuation of all utility property in the Town of Bridgewater, NH including a biomass electric generation plant.
- 34. <u>Bristol, CT</u> Consulting services and valuations regarding the Bristol Resource Recovery Facility.
- 35. <u>Bristol, NH</u> Valuation of all public utility property, including Newfound Hydroelectric Facility and Ayers Island Hydroelectric Facility.
- 36. <u>Brookline MA</u> --Valuation of electric distribution and transmission property as part of the Boston, MA Appellate Tax Board litigation testimony, and valuation of cable television property for Comcast Cable.
- 37. <u>Bucksport, ME</u> Valuation of Bangor Gas Pipeline, a high pressure natural gas transmission pipeline. Consulting engineering and valuation services relating to the property owned by Verso Bucksport, LLC, known as the Verso Paper Mill, located in Bucksport, ME.
- 38. <u>Town of Burke, VT</u> Consulting engineering and valuation for the appraisal report of property owned by the Portland Pipeline
- 39. <u>Town of Burrillville, R.I.</u> Assist the Town with PILOT negotiations for Ocean State Power Plant I and Ocean State Power Plant II owned by TransCanada.
- 40. <u>State of California, Department of Water Resources</u> Engineering review and analysis of the construction cost estimate for the Delta Wetlands Properties known as the In-Delta Storage Project proposal outside of Sacramento, California in the lower San Joaquin basin.
- 41. <u>City of Cambridge, MA</u> Valuation of five electric generating units that comprise the Kendall Generating Station, including the combined cycle gas electric plant.
- 42. Town of Canaan, NH Utility property valuation.
- 43. Town of Canton, ME Valuation of hydroelectric facilities.
- 44. Town of Carlisle, NY Valuation of gas pipeline property.

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- 45. <u>Charles County, Maryland</u> Valuation of a 1,490± MW generating facility and court testimony.
- 46. <u>Amherst, NH</u> Valuation of all flowage easements and flowage land owned by TransCanada on the Connecticut River. Valuation of all public utility property in the Town.
- 47. <u>Town of Charlton, MA</u> Valuation of combined cycle generating plant and review of tax agreements.
- 48. Town of Chester, NH Valuation of all public utility property.
- 49. <u>Town of Cheektowaga, NY</u> Preliminary valuation of electrical transmission and distribution property.
- 50. <u>China Mills, Thomas Hodgson and Sons, Allenstown, NH</u> Expert witness in lawsuit against upstream hydroelectric developer for improper dam construction and consequential flooding of mill facilities downstream.
- 51. <u>City of Claremont, NH</u> Valuation of electric utility property for defense of abatement action by utilities to the New Hampshire Board of Tax and Land Appeals.
- 52. <u>Town of Clay, NY</u> Valuation of the VerPlank Substation and Energy Management System.
- 53. <u>City of Cleveland, Ohio Board of Education</u> Preparation in behalf of the Board of Education, and testimony before the City of Cleveland's Board of Revision regarding the value of First Energy's Lake Shore coal-fired electric generating plant.
- 54. <u>City of Cohoes, NY</u> Valuation of a 40 MW hydroelectric facility.
- 55. <u>Town of Colton, NY</u> Valuation of hydroelectric facilities, and transmission and distribution property.
- 56. City of Concord, NH General consulting regarding pollution exemptions related to a biomass electric generating facility in the City of Concord, and the valuation of public rights-of-way for telephone property. Valuation of the Wheelabrator Waste-to-Energy plant in the City of Concord. General consulting regarding the tax appeal filed by Unitil.
- 57. Consolidated Waste Services of Maine, Norridgewock, ME Consulting services for the complete energy master plan of a special waste disposal facility and negotiation for purchase of all utility-owned equipment within the site. Design and construction administration of new 3-phase distribution and transformer systems within the complex. Development of sales tax and ad valorem tax exemptions for pollution control facilities.
- 58. Covert Township, MI Valuation of a 798 MW nuclear generating facility.
- 59. County of Coos, NH Representation before the Public Utilities Commission as an intervener in the Electric Utility Industry Restructuring Docket. Valuation of the 99 MW Granite Reliable Wind Park located in Unincorporated Places of Dixville, Millsfield, and the Town of Dummer, NH. Testimony and valuation for mass appraisal of the unincorporated places and the method of State Equalization for county taxes.
- 60. Town of Cortlandt, NY Consulting and appraisal services for the valuation of the Indian Point Units 1 and 2 Nuclear Generating Plant. Testimony before the Nuclear Regulatory Commission and the Public Service Commission regarding the sale of assets.

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- 61. <u>CRRA</u> Connecticut Resource Recovery Authority. Valuation of the mid-Connecticut waste to energy plant.
- 62. Town of DAmherst, NH Valuation of the Centennial Hydroelectric Project.
- 63. <u>Dartmouth, MA</u>— Valuation of electric generation, combined cycle gas generating plant and valuation of the solar generation facility in the Town of Dartmouth.
- 64. <u>Davis Wright Tremaine</u>, <u>LLP--</u> Consulting services to assist the legal counsel for South San Joaquin Irrigation District in preparing for litigation with Pacific Gas & Electric.
- 65. Town of Deerfield, NH Valuation of all electric utility property.
- 66. Town of Deerfield, NY Valuation of all substation and transmission property.
- 67. <u>City of Detroit, MI</u> Valuation of the central underground steam heating system and power plants.
- 68. Township of Dickson, MI Valuation of the Tippy Dam Hydroelectric Plant.
- 69. Town of Dighton, MA Valuation of Dighton Power Project, a new modern combined cycle gas-fired 170 MW power plant. Valuation of the Dighton Desalination Plant.
- 70. <u>Dominion Resources Services, Inc.</u> Valuation services relating to the Kewaunee Nuclear Power Station located in the Town of Carlton, Wisconsin.
- 71. <u>Dover Water Company, Dover, MA</u> Valuation and strategic planning for the possible sale of the Dover Water Company.
- 72. <u>Town of Dowagiac, MI</u> Consulting services for the development of a PILOT agreement for the construction of a new electric generation facility.
- 73. Town of Dracut, MA Valuation of a 500 MW combined cycle generating plant, and consultation regarding development of a tax mitigation agreement.
- 74. <u>Dummerston, VT</u> Valuation and consulting services related to a tax appeal by TransCanada, regarding the flowage rights on the Connecticut River.
- 75. Town of Dunbarton, NH Valuation of all electric utility property, owned by three separate utility companies.
- 76. <u>Durham, NH</u> Valuation of utility property and consulting services regarding tax appeals of electric, gas and telephone utilities.
- 77. <u>City of Elmira, NY</u> Valuation of street lighting system and purchase negotiation with utility.
- 78. Town of Epping, NH Valuation of all public utility property.
- 79. Town of Errol, NH Valuation of a hydroelectric facility.
- 80. <u>Everett, MA</u> Valuation and consulting services relating to the Mystic Generating Station owned by Exelon Power, ongoing.
- 81. <u>Township of Filer, MI</u> Valuation of a coal-fired cogeneration plant including testimony before the Michigan Tax Tribunal.
- 82. <u>Estate of Dr. John Finn, Norwood, MA</u> Valuation of general partnership interest in hydroelectric facility located in Bristol, NH.
- 83. Town of Francestown, NH Valuation of all public utility property.
- 84. <u>City of Franklin, NH</u> Valuation of all public utility property.
- 85. Town of Fremont, NH Valuation of all public utility property.
- 86. <u>FrontStreet Partners</u> Prepare special purpose property appraisal of the corridor value for the location of ski lifts at the Gore Mountain/Ski Bowl development in New York.
- 87. <u>Gallagher, Callahan & Gartrell</u> Expert witness for defense of U.S.F. & G. Insurance Company against a claim made by the owners of Ashuelot Dam in Winchester, NH for improper construction.

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- 88. <u>Town of Gilmanton, NH</u> Utility property revaluation, expert testimony and litigation for electric property.
- 89. Town of Gorham, NH Valuation of all special purpose utility property, including electric, hydroelectric, gas, cable television, telephone, and international oil pipeline facilities for town-wide revaluation of all utilities and hydroelectric, plants, and cell towers within the Town of Gorham for the 2012 revaluation. Expert testimony in the divestiture docket for Public Service Company of New Hampshire on behalf of Gorham before the New Hampshire Public Utility Commission. Valuation of the Gorham Paper and Tissue Company in the Town of Gorham. Valuation of watershed land owned by the Town of Gorham in the Town of Randolph, NH for tax abatement request. Engineering consultant for purposes of the Town's intervention with the Federal Energy Regulatory Commission on the relicensing of hydroelectric plants owned by James River Hydroelectric Company and Public Service Company of New Hampshire. Engineering consultant regarding review of requests for exemption of property from ad valorem taxation filed by James River Paper Company. Town-wide revaluation for 2007, with annual oversights and updates.
- 90. Town of Greece, NY Valuation of the Russell Station, a coal-fired generation plant.
- 91. Town of Greenfield, NH Valuation of all public utility property.
- 92. Town of Greenland, NH Valuation of all taxable electric utility property.
- 93. <u>Town of Groton, NH</u> Valuation of all public utility property for town-wide revaluation.
- 94. <u>Town of Guildhall, VT</u> Valuation of Portland Pipeline Company's crude oil pipeline property.
- 95. <u>Hacker Murphy, LLP</u> Valuation and consulting services relating to the R.E. Ginna Nuclear Station located in the Town of Ontario, NY.
- 96. Town of Haddam, CT Valuation of the nuclear waste fuel storage facility at the Connecticut Yankee Nuclear Generating Station.
- 97. Town of Hampstead, NH Valuation of all public utility property.
- 98. Town of Hampton Falls, NH Valuation of NextEra Energy Seabrook, LLC.
- 99. Hancock, NH Valuation of utility property.
- 100. <u>Hanover Water Company</u> Valuation of Hanover Water Company and strategic planning for possible purchase from Dartmouth College by the Town of Hanover, NH.
- 101. <u>Town of Haverhill, NH</u> Valuation of all public utility property for town-wide revaluation.
- 102. <u>Town of Haverstraw, NY</u> Valuation of the 1,200 MW oil-fired Bowline Power Station Central Steam Plant
- 103. Henniker, NH--Valuation of all utility property.
- 104. <u>Hillsborough</u>, NH General consulting regarding tax appeals and valuation of all utilities in the Town of Hillsborough.
- 105. Holyoke Gas & Electric Valuation of the Mt. Tom Station.
- 106. <u>Hendrick Hudson School District</u>, <u>Westchester County School Districts</u>, <u>NY</u> Representation before the Public Service Commission and the Nuclear Regulatory Commission on issues associated with deregulation of the electric industry and its impact on the Indian Point nuclear generating facilities.

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- 107. <u>Town of Hinsdale, NH</u> Valuation of all public utility property, including the Vernon hydroelectric facility.
- 108. Hollis, NH Valuation of all public utility property.
- 109. <u>City of Holyoke, MA</u> Valuation of all utility property and other property owned by Holyoke Water Company including the Hadley Falls hydroelectric facilities, the 160 MW coal-fired Mt. Tom Generation Plant, transmission, distribution, substations, canal systems, and related facilities including storage tanks and towers.
- 110. <u>Town of Hooksett, NH</u> Valuation of all public utility property in the Town of Hooksett, including the Hooksett Hydroelectric Plant and the valuation and analysis of real versus personal property for the major gravel pits.
- 111. <u>Town of Hopkinton, MA</u> Valuation of cryogenic storage facilities, gasification plant and liquefaction plant owned by Eversource in the Town of Hopkinton, MA
- 112. <u>Town of Hopkinton, NH</u> Valuation of all public utility property and hydroelectric plant.
- 113. Town of Hudson, NH Valuation of property owned by the Southern New Hampshire Water Company and Energy North, a gas distribution company. Preparation of testimony before the Public Utilities Commission regarding Southern New Hampshire Water Company's 1995 rate structure. Preparation of study to acquire the Southern New Hampshire Water Company property by eminent domain for the conversion to a municipal-owned water system. Preparation of management operation and maintenance agreements, ordinances, and engineering support for the Town's successful takeover of the water system. Valuation of gas transmission pipeline owned by Tennessee Gas Pipeline Company. Valuation of all public utilities and telephone properties.
- 114. <u>Indeck-Silver Springs</u> Valuation of a gas-fired cogeneration plant in New York.
- 115. <u>Indian River Power Supply</u> Appraisal of land, building, and existing equipment, "as is" and then "as complete" for the proposed redevelopment of the Russell Dam Hydroelectric Plant located in the Town of Russell, MA.
- 116. Town of Jaffrey, NH Valuation of all public utility property.
- 117. <u>Jericho Mountain Wind Project</u> Detailed preliminary and final engineering, financial analysis and development of a new wind electric generation facility in the City of Berlin, NH on Jericho Mountain.
- 118. <u>City of Keene, NH</u> Valuation of all public utility property, cell towers and telephone property including the gas propane distribution system.
- 119. <u>Lake County, OH</u> Valuation of real property at Perry Nuclear Power Plant and East Lake Generating Station (coal). Consultation and preparation of reports before the Federal Energy Regulatory Commission and the Ohio Department of Taxation. Expert consulting regarding air and thermal pollution exemption applications.
- 120. <u>Town of Lancaster, NH</u> Valuation of all public utility property, and appeal consulting.
- 121. Landaff, NH Consulting services regarding tax appeals.
- 122. <u>City of Lebanon, NH</u> Valuation of hydroelectric facilities (Wilder Dam) and all public utility property.
- 123. <u>Town of Lincoln, NH</u> Valuation of all public utility property.
- 124. <u>Town of Littleton, NH</u> Valuation of hydroelectric facilities (Moore Dam) and all public utility property.

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- 125. <u>Town of Londonderry, NH</u> Consulting services for permitting and assessing of new combined cycle, gas-fired, cogeneration plant and for municipalization of electric distribution system. Valuation of all utilities, town-wide.
- 126. <u>Lorain County, Ohio</u> Valuation and consulting services with regard to the NRG/Genon coal-fired power plant located in Avon Lake, Ohio.
- 127. Town of Loudon, NH Valuation of all public utility property.
- 128. <u>Town of Lumberland, NY</u> Valuation of the Rio, Swinging Bridge, and Mongaup Hydroelectric plants.
- 129. Town of Lyme, NH Valuation of all public utility property.
- 130. <u>City of Lynn, MA</u> Valuation of New England Power, Mass Electric, and Boston Gas for the City of Lynn. Valuation of real property improvements of the Blossom Street Storage Tank.
- 131. <u>Town of Lyonsdale, NY</u> Valuation of wood-fired generating plant and hydroelectric project.
- 132. <u>Madison, NH</u> Valuation of electric utility property and general consulting regarding tax appeals.
- 133. <u>Maine DOT</u> Prepare appraisal and valuation metrics for the long term use of the public interstate transportation corridor by regulated and unregulated public utilities.
- 134. <u>Maine GEO (Governor's Energy Office)</u> Provide an estimated range of values for I-95 Maine Turnpike/ I-295 Statutory corridor in report form.
- 135. Town of Marcy, NY Valuation of electric transmission and substation property.
- 136. Marlborough, NH Valuation of electric utility property and expert testimony.
- 137. <u>State of Maryland</u> Consultation to the State Department of Assessment & Taxation on current and future electric generating plant valuation methods and whether these valuation methods for power plants are adequate and equitable.
- 138. <u>Town of Mason, NH</u> Valuation of all public utility property for town-wide revaluation.
- 139. Massachusetts Department of Revenue Administration Provided training for state and local assessing officials on valuation of utility property and merchant electric power generating plants. Developed mass appraisal methodology and calculation forms for central assessment of telecommunications property and wireless property statewide. Provided expert testimony regarding the valuation of MCI telecommunication property in Massachusetts, defending the mass appraisal methodology developed. Mass appraisal modeling, valuations and expert testimony regarding Verizon Telephone property statewide at the Massachusetts Appellate Tax Board. Mass appraisal modeling of RCN cable system, and expert testimony before the Massachusetts Appellate Tax Board.
- 140. McCreary, Veselka, Bragg & Allen, PC Valuation and consulting services related to the coal-fired generating plant owned by Luminant, known as Big Brown, located in Freestone County, Texas. Valuation and expert witness services with regard to the tax appeals filed by Sandy Creek Energy Associates, LP in McLennan County, Texas, and Tenaska Frontier Partners, Ltd. located in Grimes County Texas.
- 141. Medway, MA-- Valuation of all public utilities and electric fired generation plant, and cellular telecommunication facilities.
- 142. <u>Michigan Environmental Council</u> Review, consult and provide expert testimony and cross examination for the coalition of environmental groups under the Michigan

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Environmental Council regarding the proposed renewable energy plans of Consumers Energy and Detroit Edison promulgated under Public Act 295 in the State of Michigan. Also provide expert consulting in the power supply and cost recovery dockets for Consumers Energy and Detroit Edison before the Michigan Public Service Commission. Valuation and regulatory testimony regarding multiple wind farms in Michigan with over 1000 MW generation, expert testimony regarding rates, rate structure, depreciation, electric generation costs, electric rate costs, coal-fired generation, electric price modeling, and other utility rated issues before the Michigan Public Service Commission

- 143. Michigan Municipal League, City of Midland, MI Prepared report and analysis of new multiplier tables proposed to the Michigan State Tax Commission to be used by assessors in the State of Michigan to determine the taxable value of personal electric and gas transmission and distribution property.
- 144. <u>City of Midland, MI</u> Valuation of 1,500 MW gas combined cycle electric generating station which was converted from an unfinished nuclear generating plant.
- 145. Towns of Middleton and Roxbury, NY Valuation of wastewater treatment collection systems, pump stations, and treatment plants owned by the City of New York.
- 146. <u>Town of Amherst, CT</u> Valuation of NRG Devon Station; a new gas fired combined cycle plant.
- 147. Town of Amherst, NH Valuation of all public utility property.
- 148. Town of Amherst, NY Valuation of all public utility property.
- 149. <u>Town of Monroe</u>, <u>NH</u> Valuation of all public utility property, including two hydroelectric dams owned by New England Power Company and the Phase I and Phase II Hydro Quebec DC Converters. Town-wide revaluation.
- 150. Town of Monroe, CT -- Valuation of hydroelectric facility.
- 151. Rowe, Florida, and Monroe, MA Valuation of three hydroelectric facilities and one pump storage facility.
- 152. <u>Town of Montague, MA</u> Valuation of the Cabot Hydroelectric Station.
- 153. Moultonborough, NH Valuation of public utility property.
- 154. Towns of Nantucket, Oak Bluffs and West Tisbury, MA Evaluation of electric generating plants in the Towns of Nantucket, Oak Bluffs and West Tisbury, Massachusetts.
- 155. <u>City of Nashua, NH</u> Valuation of property owned by Energy North, a gas distribution company. Valuation of all telephone and cable television property. Valuation of Public Service Company of New Hampshire and Pennichuck Water Company utility property. Valuation of Pennichuck Water Company and consulting services for eminent domain taking of the water company.
- 156. Nelson, NH General consulting and expert testimony regarding the valuation of electric property.
- 157. New Boston, NH General consulting regarding tax appeals.
- 158. New Hampshire Municipal Association Representation before the Public Utilities Commission in the Electric Utility Industry, Restructuring Docket.
- 159. New Richmond and Three Rivers School Districts, OH Valuation of real property at Beckjord, Miami Fort and Zimmer Generating Stations.
- 160. <u>Town of Newburgh, NY</u> Valuation of the Roseton and Danskammer central-fired oil and coal electric generation plants.

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- 161. Newbury, VT General consulting, flowage easements, and flowage rights regarding tax appeals filed by TransCanada.
- 162. Town of New Hampton, NH Valuation of all public utility property. Valuation on taxability and testimony of the DirecTV satellite uplink facility in the Town of New Hampton,
- 163. New Ipswich NH-- Valuation of electric utility property and expert testimony.
- 164. New Amherst, CT Valuation of the Rocky River Development Hydroelectric Project.
- 165. Town of Newington, NH Valuation of the Newington Station, a 420 MW oil-fired generation plant, transmission and distribution facilities, and Newington Energy, a 540 MW gas-fired combined cycle generating station. Valuation of special purpose industrial properties including the Sprague Oil tank farm and refinery, the Simplex Wire and Cable Co., and other industrial facilities. Preparation before the Department of Environmental Services Agency regarding applications for tax exemption of pollution equipment. Town-wide revaluation.
- 166. Newport, NH General consulting regarding tax appeals of electric utility property.
- 167. <u>City of New York, NY</u> Valuation of real property improvements for the Schoharie Reservoir in the Town of Prattsville, New York.
- 168. New York Power Authority Appraisal of the Richard M. Flynn Generating Plant, Holtsville, New York, and appraisal of the electric generating site in Bethpage, NY for eminent domain purposes.
- 169. Town of Northfield, NH General consulting and valuation of public utility property.
- 170. <u>Town of Northumberland, NH</u> Valuation of the Power House Systems hydro plant and dam, Weston Dam, Portland Natural Gas Transmission Systems, Ampersand Brooklyn Dam, and Sunnybrook Hydro plant.
- 171. <u>Town of North Branford, CT</u> General consulting and valuation of South Central Connecticut Regional Water Authority property in the Town of North Branford.
- 172. North Hampton, NH Analysis and expert testimony in rate proceedings for Aquarion Water, a regulated utility located in the Town of North Hampton, NH.
- 173. <u>Town of Norwalk, CT</u> Valuation of the Browns Reservoir facility owned by the Town of Norwalk, CT in the State of New York.
- 174. Oaks Bluffs and West Tisbury, MA Valuation of two electric generating peaking facilities
- 175. Town of Old Town, ME Appraisal of Amherst Hydroelectric facility.
- 176. Town of Orono, ME General consulting.
- 177. Oshtemo Township, MI Consulting regarding natural gas valuation multiplier tables.
- 178. <u>City of Oswego, NY</u> Critique of preliminary appraisal for the 2,000 MW Oswego Steam Station for municipal tax abatement defense.
- 179. Oswego County, NY Valuation of the Fitzpatrick Nuclear Power Plant and Nine Mile Point I & II located in Oswego, NY on Lake Ontario.
- 180. <u>Town of Oxford, CT</u> Development of a long-term tax agreement for a gas-fired combined cycle plant.
- 181. <u>Parmenter O-Toole Law Firm</u> Authored appraisal report for a 432± MW coal/gas-fired electric generating facility located in Muskegon.
- 182. <u>People's United Bank</u> Valuation of proposed anaerobic digestion facility (Southington, CT)
- 183. Town of Pelham, NH Revaluation of all public utility property.

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- 184. Town of Pembroke, NH Valuation of all public utility property.
- 185. Perkins Thompson Valuation of Bangor Gas Pipeline.
- 186. Town of Pine Plains, NY Valuation of the Pine Plains Water Company.
- 187. <u>City of Pittsfield, MA</u> Valuation of a 180 MW gas-fired combined cycle cogeneration plant owned by U.S. Generating Company.
- 188. <u>Town of Pittsfield, NH</u> Valuation of the local water utility for eminent domain taking.
- 189. <u>Town of Plattsburgh, NY</u> Valuation of hydroelectric facilities owned by New York State Electric & Gas Company.
- 190. <u>Town of Pleasant Valley, NY</u> Valuation of Consolidated Edison property in the Town of Pleasant Valley.
- 191. Town of Plymouth, MA Valuation of the Pilgrim Yankee nuclear power plant.
- 192. <u>Town of Plymouth, NH</u> Valuation of all public utility property and valuation of the Tenney Mountain Ski Area in the Town of Plymouth.
- 193. <u>City of Portsmouth, NH</u> Valuation of new 80 MW wood-fired conversion electric generation plant from coal. Valuation of oil tank farm facility.
- 194. <u>City of Portsmouth, RI</u> Developed mass appraisal valuation model for the regulated water utility property in the City.
- 195. Pottawattamie County, Iowa Valuation of Griffin Pipe Products Company.
- 196. <u>Providence</u>, <u>RI</u> Valuation of the Manchester Street combined cycle natural gas electric generating plant and consulting services for the valuation of the city-wide water system.
- 197. <u>Providence Water Supply Board</u> Valuation of dams, reservoirs, piping systems and treatment plant for PWSB.
- 198. Town of Raymond, NH Valuation of all public utility property.
- 199. Town of Richmond, NH Valuation of all public utility property.
- 200. New Richmond and Three Rivers School Districts, OH Valuation of three coal-fired generating facilities with a total capability of 3,661 MW.
- 201. <u>Rockingham, VT</u> General consulting regarding the tax appeal by TransCanada. Valuation and expert testimony regarding the Bellow Falls hydroelectric plant.
- 202. <u>Town of Rotterdam, NY</u> Valuation of General Electric steam turbine plant and a chemical manufacturing plant owned by Schenectady Chemicals.
- 203. <u>City of Rowe, MA</u> Valuation of an independent spent fuel storage installation.
- 204. Town of Rumney, NH Valuation of all public utility property in the Town of Rumney.
- 205. Town of Rye, NH Valuation of all public utility property.
- 206. Sacramento Local Agency Formation Commission (LAFCo) Review of rates and valuation methodologies and energy cost data in connection with the proposed annexation by Sacramento Municipal Utility District (SMUD) of the Cities of West Sacramento, Davis and Woodland and adjacent unincorporated areas of Yolo County.
- 207. <u>Ste. Genevieve County et al.</u>—Valuation and expert testimony for Ameren Natural Gas in all 16 counties in the State of Missouri involved in appeals.
- 208. <u>City of Salem, MA</u> Valuation of the 760 MW PG&E Salem Harbor Station, a coal and oil-fired electrical generating facility. Valuation for payment in lieu of tax purposes of the New England Power electrical transmission system located in the City of Salem.

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- 209. Town of Salem, NH Valuation of all public utility property.
- 210. Town of Sanbornton, NH Valuation of all public utility property.
- 211. Town of Sand Lake, NY Valuation of all telephone property.
- 212. <u>Sands Anderson, Richmond, VA</u> Provided general consulting and expert witness testimony on behalf of Sands Anderson and its 25 locality clients at the Virginia State Corporation Commission in defense of a tax assessment lawsuit filed by Verizon South and Verizon Virginia.
- 213. <u>Sandwich, NH</u> Valuation of public utility property, and general consulting regarding tax appeals.
- 214. <u>City and County of San Francisco, CA</u> Provide evaluation, advice and analysis as well as conducting a professional market study to support the establishment and operation of a successful Community Choice Aggregation program of renewable power deployment on behalf of the PUC.
- 215. <u>City of Saratoga Springs, NY</u> Valuation of all electric and gas utility property owned by the Niagara Mohawk Power Corporation.
- 216. <u>County of Schoharie, NY</u> Valuation and general consulting regarding the gas transmission facilities and compressor stations owned by Iroquois Gas Pipeline. Valuation of gas transmission facility and compressor station owned by Tennessee Gas Pipeline Company.
- 217. Town of Seabrook, NH Valuation of the Seabrook Nuclear Power Plant, a 1,200 MW nuclear generating facility. Negotiation of a tax agreement. Valuation of all public utilities in the Town of Seabrook.
- 218. Sheldon, VT Valuation of the hydroelectric plant known as Missisquoi Hydro.
- 219. Town of Somerset, MA Valuation of the Somerset Steam Plant, a 150 MW coal-fired generating facility. Valuation for payment in lieu of tax purposes of the Brayton Point Station, at 1,599 MW, the largest fossil fueled electrical generation plant in New England. Valuation of all public utilities in the Town of Somerset.
- 220. Town of South Hadley, MA Valuation of Hadley Falls Hydroelectric Dam.
- 221. <u>City of Springfield, MA. Springfield Water & Sewer Commission</u> Provide rate design consultation to Springfield Water & Sewer Commission. Also provide energy and capital requirement consulting to Springfield Water & Sewer Commission for its hydroelectric plant. Valuation and expert testimony regarding all electric distribution and transmission property in the City. Valuation of combined cycle's gas generation facility in the City.
- 222. <u>Town of Springfield, NH</u> Valuation of the Hemphill Wood-Fired Power Plant in the Town of Springfield, New Hampshire.
- 223. <u>Town of Sterling, MA</u> Valuation and consulting services for the sale of the Sterling Light Department to an investor-owned utility.
- 224. <u>Stoddard, NH</u> Valuation of public utility property and general consulting regarding tax appeals.
- 225. Town of Stony Point, NY Valuation of the 453 MW coal-fired electric generating central steam station known as the Lovett Station.
- 226. Town of Stratford, NH Valuation of all public utility property.
- 227. <u>Sunapee, NH</u> Valuation and general consulting regarding tax appeals for electric utility property.

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- 228. <u>Town of Swanzey, NH</u> Valuation of all public utility property in the Town of Swanzey, NH.
- 229. <u>Town of Tamworth, NH</u> Valuation of the biomass electric generating facility for ad valorem tax purposes and tax agreement.
- 230. <u>City of Tonawanda</u>, <u>NY</u> Valuation of the Indeck-Yerkes 56 MW gas-fired cogeneration facility. Valuation and consulting regarding the Tonawanda coal-fired generation plant.
- 231. Town of Torrey, NY Valuation of the Greenidge Station, a coal-fired central steam plant.
- 232. Town of Troy, NH Valuation of all public utility property.
- 233. <u>City of Troy, NY</u> Valuation of the City's water utility reservoir located in Pittstown, NY.
- 234. Town of Tuftonboro, NH Valuation of all public utility property.
- 235. Town of Tuxedo, NY Valuation of electric utility property.
- 236. Tyngsborough MA Valuation of electric transmission, distribution, and generation property for the Town of Tyngsboro.
- 237. Town of Union, NY Valuation of the Goudey coal-fired electric generating plant.
- 238. <u>United States Navy Eastern Division</u> Valuation of the potable water and wastewater collection systems located at the Millington, Tennessee Naval facility for the anticipated sale of the property.
- 239. <u>United States Navy Western Division</u> Valuation of utility property for the United States Navy in the San Francisco Bay area as part of the base closure process (1996-1999). Specific facilities valued as separate appraisals include the Alameda Naval Air Station, the Navy's portion of Hamilton Army Airfield, the Novato Housing in Novato, California, Treasure Island Naval Station, and the Oakland Naval Hospital.
- 240. <u>Unity</u>, NH Valuation of all public utility property.
- 241. <u>Utah State Tax Commission</u> Valuation of Pacificorp's total electric generation, transmission and distribution property holdings in the State of Utah.
- 242. <u>State of Utah, IPA Project</u> Valuation of the Intermountain Power Agency's 1,700 MW coal-fired generating plant, substation, and transmission system in the State of Utah for Millard County *et al.* in preparation of testimony before the Utah State Tax Commission.
- 243. <u>Van Buren County, Covert Township, MI</u> Valuation and consulting on issues concerning the sale of the Palisades Nuclear Power Plant to Entergy.
- 244. <u>State of Vermont, Department of Taxes</u> Valuation of the hydroelectric properties owned by TransCanada on the Connecticut and Deerfield Rivers. The valuations included the separation and valuation of properties located in the States of New Hampshire and Vermont.
- 245. <u>Town of Vernon, VT</u> Valuation of the Vermont Yankee Nuclear Power Station and Vernon hydroelectric facility. Valuation and expert testimony for the Vermont Electric Transmission Company's high voltage transmission system in the Town of Vernon.
- 246. Town of Wallingford, CT Valuation of a single cycle gas-fired peaking generation plant.
- 247. <u>Town of Walpole, NH</u> Valuation of all public utility property, including the Bellows Falls Hydroelectric Generating Facility.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 30 of 40 248. <u>Warner, NH</u> – Valuation of public utility property and general consulting regarding tax appeals.

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- 249. <u>Warren, NH</u> Valuation of public utility property and general consulting regarding tax appeals.
- 250. Washington, NH Valuation of electric utility property in the Town of Washington.
- 251. Waste Management of New Hampshire, Inc., Rochester, NH Valuation of the 1,100 acre integrated landfill facility, including all buildings, landfill cells, site improvements, roads, wastewater treatment plants, methane gas recovery systems, electrical generation plants, and other infrastructure for the purposes of a tax abatement request filed with the City of Rochester, NH. Preparation of a request for tax exemption of certain property. Engineering consultation and representation concerning financial and operating disclosure docket before the Public Utilities Commission under the 1992 Federal Energy Policy Act. Complete energy master plan and energy infrastructure analysis for an integrated 1,100 acre landfill facility. Negotiation of power contracts for the sale of energy to New England Power Company and the New Hampshire Electric Cooperative. Designed and supervised the construction of a high voltage transmission line to connect the operations to the existing gas generation plant. Negotiated interconnection agreements and assisted in plant startup and testing.
- 252. Water Authority of Southeastern Nassau County, NY Valuation of Water Authority of Southeastern Nassau County, and prepared an appraisal report of the property located in the town of Hempstead and Oyster Bay.
- 253. <u>Town of Wawayanda, NY</u> Valuation of the Shoemaker Combustion Turbine Peaking Generation Plant.
- 254. <u>Town of Webb, NY</u> Valuation of hydroelectric plant, distribution, transmission, and substation property.
- 255. Webster 5-Cents Bank, MA Valuation of Woronoco Hydroelectric Plant, located in Russell, MA.
- 256. <u>City of Westfield, MA</u> Consulting services for permitting and assessing of new combined cycle, gas-fired, cogeneration plant.
- 257. Town of Weymouth, MA Valuation of gas-fired cogeneration plant for tax agreement negotiation.
- 258. Whiteman Osterman & Hanna Valuation services relating to the Castleton Generating Station in the Town of Schodack, NY.
- 259. Winooski, VT—Valuation and expert testimony of Winooski One hydroelectric plant in Winooski.
- 260. <u>Town of Wiscasset, ME</u> Valuation of the nuclear waste fuel storage facility at the closed Maine Yankee Nuclear Power Plant in the Town of Wiscasset.
- 261. Town of Whitefield, NH Valuation of all public utility property.
- 262. Town of Windham, NH Valuation of all public utility property.
- 263. <u>City of Woonsocket, RI</u> Valuation of OSP Pipeline and Pump station.
- 264. <u>City of Worcester, MA</u> Valuation of all public utility property and the development of an on-going utility valuation and assessment model.
- 265. <u>Town of Yarmouth, ME</u> Valuation of the Wyman Generating Station, an 846 MW oil-fired generation plant. Appraisal of all property owned by Central Maine Power Company including distribution systems, transmission systems, substations, land and

George E. Sansoucy, P.E., LLC August 25, 2020 Page 31 of 40

- rights of way. Valuation of the 846 MW oil-fired generation plant owned by Central Maine Power and a consortium of utilities in New England.
- 266. <u>Association of Fourteen Communities in the State of New York</u> Valuation of the Empire State Pipeline from Buffalo, New York to Syracuse, New York.
- 267. Counties of Wayne, Oakland and Macomb and Cities of Detroit, Dearborn, Lavonia, Taylor and others in the State of Michigan Expert witness to detail the flaws in multiplier tables issued by the Michigan State Tax Commission to be used in every taxing jurisdiction in Michigan to determine the taxable value of electric transmission and distribution and natural gas distribution properties. Testimony before the Michigan Tax Tribunal.

Other previous clients in the areas of civil, water, and wastewater engineering; design/build construction consulting; hydroelectric projects; expert testimony in litigation matters; and other miscellaneous engineering assignments will be provided upon request.

#### OTHER REPRESENTATIVE ENERGY RELATED PROJECTS:

- 1. Transformer interconnection rebuild at Thomas Hodgson and Sons, Suncook, NH.
- 2. Energy use analysis for plant at Thomas Hodgson and Sons.
- 3. Substation design and construction for interconnection with Wolfeboro Municipal Light and Public Service Company of New Hampshire.
- 4. Hydro analysis and court settlement between Franklin Falls Hydro and the State of New Hampshire.
- 5. Energy analysis for Days Inns and Sheraton Hotels.
- 6. Emergency turbine/generator repairs for Hartford Steam Boiler Company.
- 7. Power contract negotiation and project management for Waste Management of North America in their development of methane gas electrical generation facilities.
- 8. Valuation of hydroelectric facility for the Bank of New Hampshire, N.A.
- 9. Development of complete energy feasibility analysis for generation of electricity from landfill gas at the Hunt Road Landfill in Amesbury, MA. Preparation and final competitive bid documents to New England Power Company.

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# REPRESENTATIVE HYDROELECTRIC PROJECTS:

(Licensing, Engineering and/or Construction)

- 1. Tolles Energy Resources (50 kW)
- 2. Hoague Sprague Hydroelectric (500 kW)
- 3. Pioneer Hydro (1,390 kW)
- 4. Suncook Leather Board (380 kW)
- 5. Diamond Power Corp. (2,400 kW)
- 6. Suncook Power Corp. (1,890 kW)
- 7. Woodsville Hydro (370 kW)
- 8. Wyandotte Hydro (120 kW)
- 9. Somersworth Hydro (1,280 kW)
- 10. Kelley's Falls Hydro (550 kW)
- 11. Hollingsworth & Voss Paper Co. (3,400 kW)
- 12. Marcal Paper (1,100 kW)
- 13. Town of Sunapee, NH (555 kW)
- 14. Milton Leather Board (600 kW)
- 15. Milton Three Ponds (120 kW)

- 16. Weare Reservoir (100 kW)
- 17. Walden Power Corp. (2,400 kW)
- 18. Montgomery Worsted Mills (200 kW)
- 19. Shelton Power Co. (3,400 kW)
- 20. Gonic Sawmill Dams (600 kW)
- 21. Cumberland Power Corp. (1,200 kW)
- 22. Noones Mill Hydro (400 kW)
- 23. Tioga Brook Hydro (70 kW)
- 24. Newfound Hydro (1,400 kW)
- 25. Steels Pond Hydro (600 kW)
- 26. Chase Manufacturing (130 kW)
- 27. China Mills Dam (500 kW)
- 28. Minnewawa Brook (1,000 kW)
- 29. Thomas Hodgson and Sons (400 kW)

# Austin J. Sansoucy George E. Sansoucy, P.E., LLC

148 Main Street Lancaster, NH 03584 • 603-788-4000 • asansoucy@sansoucy.com

#### **OVERVIEW**

Mr. Sansoucy graduated from White Mountains Regional High School in 2005. Mr. Sansoucy went on to work as a plumber's apprentice where he gained experience in the trade in both residential and commercial projects. Mr. Sansoucy obtained his NH Master Plumbers License June 11, 2011. After obtaining his license Mr. Sansoucy continued to work in the plumbing and mechanical field for commercial entities and for himself. In May of 2012 Mr. Sansoucy enlisted in the United States Army and performed the duties of Reconnaissance Scout (a specialty MOS that constitutes only .1% of the entire US Armed Forces) with multiple deployments. While in the Army Mr. Sansoucy filled many leadership roles within the Troop and Company Level to include the roles of Platoon Sergeant and Headquarters Company Non-Commissioned Officer in Charge (NCOIC). Mr. Sansoucy was at one time responsible for the well-being and training of more than 60 subordinate soldiers until his honorable discharge at the rank of Sergeant on November 11, 2016.

After leaving the Army Mr. Sansoucy joined George E. Sansoucy PE, LLC and began his training as an appraiser starting the process of obtaining his Certified General Appraisers License. Mr. Sansoucy has been actively involved in the valuation of utility and special purpose property, mass appraisal modeling, PILOT/settlement negotiations/mediations, among other various tasks in support of special purpose valuations, appraisals, assessments, and assessment appeals.

# **WORK EXPERIENCE**

George E. Sansoucy, P.E., LLC

November 2016 - Present • Appraiser in Training/NH DRA Certified Measurer and Lister

- Assist in the valuation of utility and special purpose property including:
  - o Transmission and Distribution Property
  - o Hydroelectric Power Stations
  - o Natural Gas-Fired Power Plants
  - o Natural Gas Peak Shaving and Import Facilities
  - o Utility Scale Wind and Solar Developments
  - o Coal-Fired Power Plants
  - Utility Easements and Rights-of-way
  - o Natural Gas Compressor Stations
  - o Mass Revaluation of Commercial and Industrial Property
  - Land Use Change Tax market value analysis
  - o Forest Land valuations
  - Separation of personal and real utility property
- Prepare and create material for court appeals of utility property and special purpose properties.
- Communicate with local assessors and provide requests for information, discovery requests in support of the valuation of property.
- Analyze electric and gas markets across the country in support of research and analysis in preparation of property valuations and appraisals.
- Analyze local and regional commercial/industrial real estate markets.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 34 of 40 • Perform detailed construction cost estimates in support of property valuations and appraisals.

#### May 2012 - November 2016 • Reconnaissance Scout Sergeant (E5) US Army

- Leadership experience at the Team, Squad, Section, Platoon and Company level.
- Gained training and proficiency; Small unit maneuvers and tactics, light armored fighting vehicles, land navigation and map reading, close quarters combat, call for fire, first aid, hand to hand combat, explosives and demolition, radio and satellite technology, leadership, small arms handling and maintenance, and other tertiary soldering skills.
- Coordinated with partner nations in NATO while stationed in Europe, and host nations while on deployments to the Middle East.
- Assist in the planning and implementation of combat and security missions to achieve higher commands goals in theater.

# September 2011 - May 2012 Self Employed as a Master Plumber and General Contractor

- Coordinated with property owners and other trades to complete residential construction and mechanical projects.
- Installation of all mechanical and plumbing systems to the requirements of the International Plumbing Code and the Residential Building Code adopted by the state of New Hampshire.
- Filing of all necessary building permits and inspections as required by the state and municipality of the individual projects.

# August 2006-September 2011 McGee Company Inc.

- Apprentice and Master Plumber on large scale commercial renovations and construction throughout the state of New Hampshire and Vermont.
- Coordination with other trades to complete the projects and to ensure proper installation and function of all mechanical systems.
- Detailed reviews and interpretation of all construction and engineering drawings used in the installation of mechanical systems to ensure no interference with other trades.
- Management of a plumbing apprentices upon attaining a Journeyman Plumbers License.

#### June 2004-August 2006 Plumbers Apprentice at Kilbco Plumbing and Heating

• Apprentice in the installation of all residential plumbing and heating systems under the supervision of a licensed master plumber.

#### **EDUCATION**

Granite State College November 2016 – Present

- Bachelor of Science in Business Administration
  - o Coursework in progress, currently in sophomore year
  - o Current GPA: 3.64

#### US Army

May 2012 – November 2016

- Basic Training
- Stryker Wheeled Vehicle School
- Warrior Leaders Course
- Master Drivers Course
- Range Officers Certification
- Land Navigation and Map Reading
- Combat Life Savers Course

Plumbing Apprenticeship August 2006-September 2011
George E. Sansoucy, P.E., LLC
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- 8000 Hours on the job training
- 576 Hours classroom education

#### Appraisal Institute

- Appraisal Principals
- Basic Appraisal Procedures
- National USPAP 15-Hour
- Valuation by Comparison

# **CERTIFICATIONS**

- New Hampshire Master Plumbers License #4841
- New Hampshire Gas License #GF1910761
- New Hampshire DRA Certified Measurer and Lister

#### **INVOLVEMENT**

Associate Member Appraisal Institute

#### **COMPETENCIES**

- Utility and Special Purpose Property Valuation and Appraisal
- Court Preparation and Defense of Assessment Appeals
- Appraisal Review and Review Appraisal Production
- Development of Mass Appraisal Models
- PILOT and Settlement Negotiation/Mediation
- Sustainable Development and Materials
- Construction Cost Estimating and Scheduling
- Underground Construction Methods
- Commercial Construction Methods
- Residential Construction Methods
- Mechanical and Plumbing Construction Methods
- Map Reading and Navigation
- Blue-Print reading and implementation
- MS Office
- Mosaic GIS

# Charelle Lucas George E. Sansoucy, P.E., LLC

148 Main Street Lancaster, NH 03584 • 603-788-4000 • gsansoucy@sansoucy.com

#### **OVERVIEW**

Mrs. Lucas has been specifically trained by George Sansoucy, P.E. as a measurer and lister to find, determine, analyze, and list ultra-high-voltage electric transmission utilities of all kinds in the United States. These have included 450,000 volt direct current transmission lines (Hydro Quebec), 345,000 volt alternating current transmission lines throughout the region, major substations up to 450,000 volts, and including 450,000, 345,000, 230,000, 146,000, 138,000, 115,000, 69,000, and 34,000 or less transmission and distribution lines, substations, and other property.

Mrs. Lucas has assisted in performing annual utility value updates and revaluations since 2013. She has assisted in developing valuation databases, including sales and expense data, assisted in the preparation of appraisal reports, including formatting, and assembling narrative reports, associated appendices, and attachments, routinely assists assessing staff by conducting research into various aspects of utility company operations and is proficient in navigating the FERC E-Library (and other sources) to research various aspects of utility operations, then organizing and tabulating the data identified in the research.

She independently collected and tabulated the data for our comprehensive study of the useful lives of electric utility property, which plays an integral role in our development of the cost approach method of valuing electric utility property throughout the state of New Hampshire. She assists staff in tabulating unit costs of specific components of many special purpose and utility properties by utilizing such costing manuals as RSMeans and has skills in mapping and measurement of large parcels using digital mapping to create various demonstrative exhibits for property tax trials and for other uses.

She has practical knowledge and nomenclature of the components of electric utility property, including electric distribution and large transmission substations, electric distribution poles, transformers, and conductors, and high-voltage electric transmission assets. She assists in inventorying electric property and conducting site inspections of complex properties such as high-voltage electric switch yards, natural gas compressor stations, and hydroelectric generating facilities and has basic familiarity with the operations and components of hydroelectric facilities.

Mrs. Lucas is also trained and responsible for legislative and regulatory participation, guidance, and assistance to George Sansoucy, and the New Hampshire Municipal Association. This work includes routine attendance and participation at the Appraisal Standards Board in New Hampshire, routine participation, and attendance regarding issues of utility property and mass appraisal at the New Hampshire Department of Revenue Administration and legislative participation, attendance, and testimony before House and Senate committees, study commissions, and study committees of the New Hampshire legislature, utility valuation matters and other matters in concert with the New Hampshire Municipal Association. Mrs. Lucas actively participated in the study commission for the development and enactment of House Bill 700.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 37 of 40 The following is a partial list of the skills, knowledge, and construction familiarity gained during her tenure at George E. Sansoucy, P.E., LLC:

## **WORK EXPERIENCE/KNOWLEGE**

# **Common Building Construction Familiarity**

- Quality of construction
- Estimation of the age of structures
- Foundations and basements
- Insulation
- Roofing
- Flooring
- Interior and exterior finishes
- Amenities
- Mechanical Systems
  - o Heat
  - o Electric
  - o HVAC
  - o Plumbing,
  - o etc.
- Numbers and types of rooms
- Etc.

# **Special Purpose Construction Familiarity**

- Identification of heavy-duty construction
  - Heavy duty concrete floors and foundations
  - o Heavy duty structural steel
  - o Heavy duty high-voltage electrical services
  - o High-capacity HVAC systems
  - o Building volume measurements
  - o Industrial roof components
  - o Etc.
- Site development components and cost estimating manuals.
- Etc.

# **Utility Property Construction and Property Familiarity**

- Identification of electric distribution voltages and phases
- Identification of pole-mounted and pad mounted transformers
- Identification of meter points
- Identification of utility poles by classification
- Identification of high-voltage transmission power lines and appurtenances
- Identification of high-voltage switch gear and transformers
- Understanding of the function of high-voltage A/C and D/C substations
- Identification of natural gas compressor station equipment
- Identification of natural gas transmission pipeline components
- Understanding of the FERC chart of accounts for electric and gas property
- Identification of cell tower components, including arrays, cable trays, etc.

George E. Sansoucy, P.E., LLC August 25, 2020 Page 38 of 40 • Use of the Handy Whitman Index to trend utility construction costs.

## Land and Rights-of-Way Familiarity

- Understanding and utilizing tax maps and other sources to measure utility easements and rights-of-way.
- Mapping and labeling hydroelectric flowage easements and water rights.
- Mapping, measurement, and valuation of use of the public right-of-way for regulated and non-regulated utilities
- Etc.

# RELEVENT EDUCATION

- New Hampshire Assessing Association Officials, New Hampshire State Statues Update, 2019.
- New Hampshire Municipal Association, 2019 Education Conference Week, 2019.
- McKissock, 2018-2019 United States Standard Professional Appraisers Practice (USPAP) Update, 2019.
- Appraisal Institute, Valuation by Comparison, 2019.
- New Hampshire Municipal Association, 2017 Education Conference Week, 2017.
- SkillPath, Effective Communication, 2017.
- Appraisal Institute, 2016-2017 United States Standard Professional Appraisers Practice (USPAP), 2017.
- New Hampshire Department of Revenue, New Hampshire State Statues (Part 1&2), 2016.
- New Hampshire Municipal Association, 2016 Education Conference Week, 2016.
- SkillPath, Leadership Conference, 2015.
- Appraisal Institute, Appraisal Principals, 2015.
- National Seminars, Microsoft Excel, 2014.
- SkillPath, Professional Writing, 2014.

#### **RELAVENT CERTIFICATIONS**

New Hampshire Department of Revenue Administration, Assessing Assistant, 2015 - Present.

New Hampshire Department of Revenue Administration, Measurer and Lister, 2015 - Present.



# George E. Sansoucy, PE, LLC

Engineers & Appraisers

# 2021

# **ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers, senior appraisers, MBAs, including court testimony and deposition attendance\$290.00/hour	r
Research engineers, associates, appraisers\$225.00/hour	r
Technical personnel	î
Clerical personnel	

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Rev. 11/30/2020

George E. Sansoucy, P.E., LLC August 25, 2020 Page 40 of 40



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

**Department:** Finance Department

Title: Police Station Renovation CRF

Withdrawal Request

Meeting Date: March 22, 2021

Staff Contact: Laurie May

#### **BACKGROUND INFORMATION:**

Request to withdraw \$609,000 from the Police Station Renovation Capital Reserve Fund to cover the cost of the attached invoices. Upon approval, please sign the enclosed withdrawal request addressed to the Trustees of the Trust Fund.

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

The budget impact is reducing this capital reserve fund by \$609,000. The balance was \$609,159.39 as of February 28, 2021.

#### **POLICY IMPLICATIONS:**

# **DEPARTMENT HEAD RECOMMENDATION:**

To approve and sign the request.

#### SUGGESTED MOTION:

I move to approve and sign for the withdrawal of \$609,000 from the Police Station Renovation Capital Reserve Fund for the first four AIA requests.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. Police Station Reno CRF WD Request
- 2. Police Station Reno CRF AIA 1
- 3. Police Station Reno CRF AIA 2
- 4. Police Station Reno CRF AIA 3
- 5. Police Station Reno CRF AIA 4
- Police Station Reno CRF AIA 5 6.



# TOWN OF AMHERST

Town Hall 2 Main Street Amherst, NH 03031 Tel: 603/673-6041 Fax: 603/673-6794 www.amherstnh.gov

TO:

Trustees of the Trust Funds

FROM:

Amherst Board of Selectmen

DATE:

March 22, 2021

SUBJECT:

Police Station Renovation Capital Reserve Fund Withdrawal Request

At our regular meeting on Monday, March 22, 2021, we, the Board of Selectmen, approved a request that the Trustees of the Trust Funds authorize Cambridge Trust Bank to withdraw \$609,000.00 from the Town of Police Station Renovation Capital Reserve Fund. As the authorized agents to expend from this capital reserve fund we ask that you approve this request at your next regular meeting.

In an effort to expedite receipt of these funds, please accept this document as a confirmation of our action this evening. The requested check, in the amount of \$609,000.00 made payable to the Town of Amherst, can be sent to the attention of Finance Department, Town of Amherst, 2 Main Street, Amherst, NH 03031.

Peter Lyon, Chairman	Date	Dwight Brew, Vice Chairman	Date
Reed Panasiti, Clerk	Date	John D'Angelo	Date
Thomas Grella	Date		

CC: Town of Amherst Finance Department

PAGE ONE OF 2 PAGES	Distribution to:  X OWNER  X ARCHITECT	CONTRACTOR		The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	E. Philips	County of Roochayafty	n on-site observations and the Contraction of the C		(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) OWNER:	Date:	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	Contractor nation increm. Issuance, payment and acceptance or payment are without prejudice to any rights of the Owner or Contractor under this Contract.
AIA DOCUMENT G702	APPLICATION NO: 1 INVOICE DATE: 10/06/20		CONTRACT DATE: 08/03/20	ed Contractor certifies that to the debelief the Work covered by the coordance with the Contract Do for Work for which previous Coved from the Owner, and that or	R: Martini Northem	ire Petore me this A Mary	APPLICATION FOR PAYMENT  In accordance with the Contract Documents, based on on-site offent comprising the application, the Owner certifies the Work has progre the quality of the Work is in accordance with the Contract Documen is entitled to payment of the AMOUNT CERTIFIED.	AMOUNT CERTIFIED	ition if amount certified differs) I on the Continuation Sheet tha		is not negotiable. The AMOUR	Contractor named interain, issuance, payment and acceptance of paymen prejudice to any rights of the Owner or Contractor under this Contract.
AIA DOCU	AP	Archi	CONTI	The undersigne information an completed in a the Contractor payments receip	685,180 685,180 80,917 By: Kere-	State of: New Hampsh Subscribed and sworn to Notary Public: My Commission expired	2,232 APPLICA 78,685 In accordance w comprising the the quality of the is entitled to pay 178,685.	AMOUNT CER	Па	\$0.00 By:	\$0.00 This Certificate	prejudice to any
<b>S PAYMENT</b>	PROJECT: Amherst Police Department 175 Amherst Street Amherst, NH 03031	ECT:		YMENT Contract.	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,232	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		DEDUCTION (0.00)	\$0.00	\$0.00	\$0.00
FIFICATION FOR	31	VIA ARCHII LC 856	no	ATION FOR PAY low, in connection with the (ittached.		69 69	FAINAGE		ADDITIONS \$			
APPLICATION AND CERTIFICATION FOR PAYMENT	Town of Amherst 2 Main Street Amherst, NH 03031	ACTOR: Martini Northern LLC 10 Main Street Newfields, NH 03856	OR: General Construction	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO DATE (Column G on G703)	a. 5 % of Completed Work  (Column D + E on G703)  b. Golumn F on G703)  (Column F on G703)  Total Retainage (Lines 5a + 5b or	Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)  8. CURRENT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 3 less Line 6)	CHANGE ORDER SUMMARY ges approved months by Owner	this Month		NET CHANGES by Change Order
APPLICA	TO OWNER:	FROM CONTRACTOR:  Ma  **  **  **  **  **  **  **  **  **	CONTRACT FOR:	CONTRA( Application is ma Continuation Shee		S. KEI AINAGE:  a.  (Column b.  (Column Column Colu	Total in Column I of C 6. TOTAL EARNED LESS RET (Line 4 Less Line 5 Tc 7. LESS PREVIOUS CERTIFIC, PAYMENT (Line 6 from prior 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCI	(Line 3	CHANGE ORDEI Total changes approved in previous months by Owner	Total approved this Month	TOTALS	NET CHANGE

AND DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AM - #1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE, N.W., WASHINGTON, DC 20006-5292

USERS may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee. 10-4911-00-3914

Page 165 of 200

MARTINI

Requisition #1 09/30/20

ITEM DESCRIPTION OF WORK NO.		1770	Comment of the commen			0/	DALANCE	KEININAGE
	ORK VALUE	PREVIOUS	THIS PERIOD	MATERIALS	& STORED TO DATE		TO FINISH	
1 Demolition	18,400	0	15,000	0	15,000	81.52%	3.400	750
2 Daily Debris Management	14,235	0	3,500	0	3,500	24.59%	10,735	175
3 Concrete	4,300	0	4,300	0	4,300	100.00%	0	215
4 Masonry	16,240	0	0	0	0	0.00%	16,240	0
5 Misc Metals	12,270	0	0	0	0	0.00%	12,270	0
6 Rough Carpentry	12,247	0	3,000	0	3,000	24.50%	9,247	150
7 Safety & Housekeeping	3,700	0	1,000	0	1,000	27.03%	2,700	50
8 Millwork	15,730	0	1,200	0	1,200	7.63%	14,530	9
9 Waterproofing	1,800	0	0	0	0	0.00%	1,800	0
10 Insulation/Siding	3,625	0	0	0	0	0.00%	3,625	0
11 Doors, Frames, Hardware	12,988	0	0	0	0	0.00%	12,988	0
12 Sliding Door/Hardware	3,198	0	0	0	0	0.00%	3,198	0
13 Windows/Glazing	2,490	0	2,490	0	2,490	100.00%	0	125
14 Gypsum Drywall	20,000	0	0	0	0	0.00%	20,000	0
15 Acoustic Ceilings	8,600	0	0	0	0	0.00%	8,600	0
16 Flooring	13,941	0	0	0	0	0.00%	13,941	0
17 Painting	15,200	0	0	0	0	0.00%	15,200	0
18 Specialties	5,168	0	0	0	0	0.00%	5,168	0
19 Shades & Furniture	4,889	0	0	0	0	0.00%	4,889	0
20 Plumbing	27,500	0	7,000	0	7,000	25.45%	20,500	350
21 HVAC	224,390	0	0	0	0	0.00%	224,390	0
22 Electrical	115,000	0	2,000	0	2,000	435%	110,000	250
23 Security	2,750	0	0	0	0	0.00%	2,750	0
24 General Conditions	92,280	0	20,186	0	20,186	21.87%	72,094	0
25 Bond	7,422	0	7,422	0	7,422	100.00%	0	0
26 Insurance	771,7	0	7,177	0	771,7	100.00%	0	0
27 Builders Risk Insurance	1,500	0	1,500	0	1,500	100.00%	0	0
28 Fce	18,140	0	2,142	0	2,142	11.81%	15,998	107
29 SUBTOTAL SOV:	\$685,180	0\$	\$80,917	0\$	\$80,917	11.81%	\$604,263	\$2,232
35 TOTAL:	\$685.180	0\$	\$80.917	\$0	\$80.917	11.81%	\$604.263	C\$C C\$

# PARTIAL RELEASE

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

MN Job # 4124

**PROJECT: Town of Amherst** 

175 Amherst Street Amherst, NH 03031

IN CONSIDERATION of the sum of Seventy Eight Thousand Six Hundred Eighty Five Dollars (\$78,685.00)\* \*Paid to Date to it by Town of Amherst (\*AMHERST) and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the undersigned hereby:

Section 1. REMISES, releases, and forever discharges (\*AMHERST), its successors and assigns, of and from all claims, debts, liabilities, demands, suits, causes of action, accounts, covenants, contracts, damages, and any agreements, written or oral, which the undersigned now has, has had, or may ever have against (\*AMHERST) in connection with or in any way relating to any work performed or damages suffered for labor or materials, machinery, equipment, services, insurance, or supplies, furnished by the undersigned in connection with the abovereferenced project.

Section 2. WAIVES, relinquishes, and dissolves all rights to any lien upon the property, real estate, buildings, or improvements comprising the above-referenced project or upon which any work was performed or materials and equipment supplies by or through the undersigned.

Section 3. CERTIFIES that all persons who supplied labor or materials to the undersigned on the abovereferenced project have been paid in full by the undersigned, and further certifies that all taxes and bills of any other descriptive title in connection with the work or labor performed for or through the undersigned on the abovereferenced project have been paid in full.

Section 4. AGREES to indemnify and save harmless (AMHERST\*), its successors and assigns, from all liens, claims, and demands, and all expenses incurred, including reasonable attorneys' fees and costs of defense for or on account of or any way growing out of claims for payment of any work and any labor performed and materials and equipment furnished to or through the undersigned in connection with the above-referenced project.

SIGNED AND SEALED this

_		Martini Northern, LLC	
Ву:	18	TER MIMELY	

#### State of New Hampshire

On this <u>7th</u> day of October 2000 in fore me, the undersigned notary public, MIDDLETON proved to me through 3000 widence of identification, which was person whose name is signed an the preceding at attached document and acknowled it voluntarily for its stated purpose.	personal knowledge to be the
Nothery Public: OR AND THE PUBLIC OF THE PUB	2
My Commission Expires:	

H #

APPLICATION	APPLICATION AND CERTIFICATION FOR PAYMENT	ON FOR PAYM		AIA DOCUMENT G702	PAGE ONE OF 2	PAGES
TO OWNER:	Town of Amherst 2 Main Street	PROJECT:	PROJECT: Amherst Police Department 175 Amherst Street	APPLICATION NO; 2 INVOICE DATE: 10/30/20	Distri	bution to: OWNER
	Amherst, NH 03031		Amherst, NH 03031	PERIOD TO: 10/31/20	×	ARCHITECT
FROM CONTRACTOR:	TOR:	VIA ARCHITECT:			<	NI INTO I ON
#727	Martini Northem LLC 10 Main Street Newfields, NH 03856	€1 =	Dennis Mires, P.A. The Archi 697 Union Street Manchester, NH 03104	OWNER PO: PROJECT NOS: 20-4124	24	
CONTRACT FOR:	General Construction			CONTRACT DATE: 08/03/20	0	
CONTRACT Application is made for Continuation Sheet, Al	CONTRACTOR'S APPLICATION FOR PAYMER Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	OR PAYMENT on with the Contract.	The vinfon infon comp comp the C paym	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.	t to the best of the Contractor's kno by this Application for Payment ha or Documents, that all amounts ha bus Certificates for Payment were it that current payment shown herein	wledge, as been re been paid by ssued and is now due.
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> </ol>	RACT SUM age Orders	69 <sup>6</sup> 69 <sup>1</sup>		CONTRACTOR) Martini Northern		William E Samuel
3. CONTRACT SUM 4. TOTAL COMPLET DATE (Colu	3. CONTRACT SUM TO DATE (Line 1 ± 2) 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	່ທ <b>່</b> ທໍ	700,208 319,708 By:_	VETER MIDRETON		100 BB (200)
5. KETAINAGE:  a. 5 % of CC (Column D + E Less ( b. 5 % of St (Column F on G703)	NACE:  5 % of Completed Work  (Column D + E less GC's, Bond, Insurances on G703)  5 % of Stored Material  (Column F on G703)	3) 12,411	State of: Subscribe Notary Pu My Comn	State of: New Hampshire Subscribed and swort to before me this Notary Public:	County of Rosingra day of County	Sales And Andrews
Total in Co.	Total in Column I of G703)	<i>⇔</i> ,'¢	A#VI 00.	APPLICATION FOR PA	YMENT	1
6. TOTAL EARNED LESS KETAINAGE (Line 4 Less Line 5 Total)	EARNED LESS KEI AINAGE (Line 4 Less Line 5 Total)	A.	SUG,/// In acc	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies the Work has progressed as indicated, the Owner certifies the Work has progressed as indicated, the Contract of the Cont	nts, based on on-site observations a rtifies the Work has progressed as	nd the data ndicated,
7. LESS FREVIOUS CEKTIFICATES FOR PAYMENT (Line 6 from prior Certificate). 8. CURRENT PAYMENT DUE. 9. BALANCE TO FINISH, INCLUDING RE	LESS FREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) EAYMENT PAYMENT DUE BALANCE TO FINISH, INCLUDING RETAINAGE	en en en	78,685 is enti	the quanty of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	witt ine Contract Documents, and I JERTIFIED.	ne Contractor
(Line 3 less Line 6)	Line 6)	Mile	AMO	AMOUNT CERTIFIED\$		
CHANG	CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS (Attac	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this	iffers from the amount applied. Ini	ial all figures on this
Total changes approved in previous months by Owner		\$ 15,027.81	\$0.00 Application of the state	Application and on the Continuation Sheet that are changed to conform with the amount certified, OWNER:	et that are changed to conform wit	's the amount certified.)
Total approved this Month	Month	\$0.00	\$0.00 By:		Date:	
TOTALS		\$15,027.81	\$0.00 This C	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the	MOUNT CERTIFIED is payable o	ily to the
NET CHANGES by Change Order	Change Order	\$15,027.81		produce to any rights of the Owner or Contractor under this Contract.	ontractor under this Contract.	
AIA DOCUMENT G702 - APPUNUSERS MAY Obtain VE	ARD DOCUMENT 6702: APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 1999 EDITION OF THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHING USERS MAY OBTAIN OF THIS GOCUMENT'S AUTHENTICITY FROM THE LICENSEE.	2 EDITION - AIA • ®1992 lesting a completed A	THE AM	THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292 tification of Document's Authentloity from the Licensee.	IEW YORK AVE., N.W., WASHINGTON, DC 20 Ity from the Licensee.	006-5292

416E-00-116h-01



Requisition #2 10/31/20

ITEM NO.	DESCRIPTION OF WORK	SC	SCHEDULED VALUE	WORK PREVIOUS	COMPLETED THIS PERIOD	STORED MATERIALS	TOTAL COMPL. & STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
1 I	Demolition	8	18,400.00	15,000	3,400	0	18,400	100.00%	0	920
2	Daily Debtis Management	69	14,235.00	3,500	3,500	0	7,000	49.17%	7,235	350
3 (	Concrete	(A)	4,300.00	4,300	0	0	4,300	100.00%	0	215
4	Masonry	s	16,240.00	0	16,240	0	16,240	100.00%	0	812
5 I	Misc Metals	<b>6</b> 9÷	12,270.00	0	0	0	0	0.00%	12,270	0
9	Rough Carpentry	<b>(</b> 47)	12,247.00	3,000	6,747	0	9,747	79.59%	2,500	487
7 8	Safety & Housekeeping	¢>	3,700.00	1,000	1,000	0	2,000	54.05%	1,700	100
8	Millwork	(A)	15,730.00	1,200	0	0	1,200	7.63%	14,530	09
6	Waterproofing	S	1,800.00	0	1,200	0	1,200	%29.99	009	09
10 I	Insulation/Siding	t/s	3,625.00	0	0	0	0	0.00%	3,625	0
11 I	Doors, Frames, Hardware	(A)	12,988.00	0	0	0	0	0.00%	12,988	0
12 \$	Sliding Door/Hardware	ts:	3,198.00	0	2,000	0	2,000	62.54%	1,198	100
13 \	Windows/Glazing	<b>6</b> 9÷	2,490.00	2,490	0	0	2,490	100.00%	0	125
14	Gypsum Drywall	<b>⊌</b> >÷	20,000.00	0	4,000	0	4,000	20.00%	16,000	200
15 4	Acoustic Ceilings	t/Ai	8,600.00	0	0	4,700	4,700	54.65%	3,900	235
16 F	Flooring	69	13,941.00	0	0	0	0	0.00%	13,941	0
17 I	Painting	<b>€</b> >÷	15,200.00	0	0	0	0	0.00%	15,200	0
18 S	Specialties	63	5,168.00	0	0	0	0	0.00%	5,168	0
19 S	Shades & Furniture	bs	4,889.00	0	3,900	0	3,900	79.77%	686	195
20 F	Plumbing	69	27,500.00	2,000	12,400	0	19,400	70.55%	8,100	970
21 F	HVAC	69	224,390.00	0	93,090	0	93,090	41.49%	131,300	4,655
22 E	Electrical	67;	115,000.00	5,000	52,500	0	57,500	20.00%	57,500	2,875
23 S	Security	s	2,750.00	0	0	0	0	%00:0	2,750	0
24	General Conditions	(S)	92,280.00	20,186	24,800	0	44,986	48.75%	47,294	0
25 B	Bond	ta:	7,422.00	7,422	0	0	7,422	100.00%	0	0
26 L	Insurance	69:	7,177.00	7,177	0	0	7,177	100.00%	0	0
27 B	Builders Risk Insurance	(A)	1,500.00	1,500	0	0	1,500	100.00%	0	0
28 F	Fee	(A)	18,140.00	2,142	6,241	0	8,383	46.21%	9,757	419
29 S	29 SUBTOTAL SOV:	69	685,180.00	\$80,917	\$231,018	\$4,700	\$316,635	46.21%	\$368,545	\$12,778



Requisition #2 10/31/20

	<b>B</b>	Ş	SCHEDIII ED	D. WORK	COMPLETED	STORED	TOTAL COMPL	%	RAT ANCE	RETAINIACE
ITEM NO.	DESCRIPTION OF WORK	)	VALUE	PREVIOUS	THIS PERIOD	MATERIALS	& STORED TO DATE	2	TO FINISH	
CHANGE ORDERS	RDERS									
OCO #1	#1									
30 COR-	COR-001 - Additional UG Plumbing	(A)	643.19	0	643	0	643	100.00%	0	32
31 COR-	COR-002 - Add Finishes Lt. Office	6/3	1,996.23	0	0	200	200	25.05%	1,496	25
32 COR-	COR-003 - RFI-012 & 03- Wall Types	s)	1,929.57	0	1,930	0	1,930	100.00%	0	96
33 COR-	COR-004 - RFI-01 Replace HWH	<del>6</del> ⊅÷	6,630.71	0	0	0	0	%00.0	6,631	0
34 COR-	COR-005 - RFI-05 ADA Shower	69	(300.00)	0	0	0	0	0.00%	-300	0
35 COR-	COR-006 - Training Room Steel Beam	bs:	4,128.11	0	0	0	0	0.00%	4,128	0
	Total OCO#1	¢3:	15,027.81	0.00	2572.76	200.00	3072.76	20.45%	11955.05	153.64
		Dec S		(18)						100000000000000000000000000000000000000
36 SUBT	36 SUBTOTAL CHANGE ORDERS:	44	15,027.81	0\$	\$2,573	\$500	\$3,073	20.45%	\$11,955	\$154
37 TOTAL:	AL:	69	700,207.81	\$80,917	\$233,591	\$5,200	\$319,708	45.66%	\$380,500	\$12,931

# PARTIAL RELEASE

Town of Amherst 2 Main St Amherst, NH 03031

MN Job # 4124-2

**PROJECT: Town of Amherst** 

175 Amherst Street Amherst, NH 03031

IN CONSIDERATION of the sum of **Three Hundred Six Thousand Seven Hundred Seventy Seven Dollars** (\$306,777.00)\* \*Paid to Date to it by Town of Amherst (\*AMHERST) and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the undersigned hereby:

Section 1. REMISES, releases, and forever discharges (\*AMHERST), its successors and assigns, of and from all claims, debts, liabilities, demands, suits, causes of action, accounts, covenants, contracts, damages, and any agreements, written or oral, which the undersigned now has, has had, or may ever have against (\*AMHERST) in connection with or in any way relating to any work performed or damages suffered for labor or materials, machinery, equipment, services, insurance, or supplies, furnished by the undersigned in connection with the above-referenced project.

Section 2. WAIVES, relinquishes, and dissolves all rights to any lien upon the property, real estate, buildings, or improvements comprising the above-referenced project or upon which any work was performed or materials and equipment supplies by or through the undersigned.

Section 3. CERTIFIES that all persons who supplied labor or materials to the undersigned on the abovereferenced project have been paid in full by the undersigned, and further certifies that all taxes and bills of any other descriptive title in connection with the work or labor performed for or through the undersigned on the abovereferenced project have been paid in full.

Section 4. AGREES to indemnify and save harmless (*AMHERST\**), its successors and assigns, from all liens, claims, and demands, and all expenses incurred, including reasonable attorneys' fees and costs of defense for or on account of or any way growing out of claims for payment of any work and any labor performed and materials and equipment furnished to or through the undersigned in connection with the above-referenced project.

SIGNED AND SEALED this

By: Martini Northern, LLC

State of New Hampshire

State of New Hampshire	
On this 28th day of October, 2020 between the findersigned notary public, person MIDDLETON proved to me through satisfaction which was person person whose name is signed on the preceding or attached document and acknowledged to the voluntarily for its stated purpose.  MAY OF RES	nal knowledge to be the
Notary Public: PUBLIC P	
My Commission Expires:	

<b>APPLICATION</b>	APPLICATION AND CERTIFICATION FOR PAYMENT	ON FOR PAYM		ALA DOCUMENT G702	PAGE ONE OF 3 PAGES	S
TO OWNER:	Town of Amherst 2 Main Street Amherst, NH 03031	PROJECT:	PROJECT: Amherst Police Department 175 Amherst Street Amherst, NH 03031	APPLICATION NO: 3 INVOICE DATE: 12/02/20	Distribution to:  X OWNER  X ARCHITECT	T
FROM CONTRACTOR: M2 10	OR: Martini Northem LLC 10 Main Street Newfields, NH 03856	VIA ARCHITECT:	Dennis Mires, P.A. The Archi 697 Union Street Manchester, NH 03104	OWNER PO: PROJECT NOS: 20-4124	3 4	2
CONTRACT FOR: CONTRACTO Application is made for Continuation Sheet, AIA	CONTRACT FOR: General Construction  CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	FOR PAYMENT tion with the Contract.	The infor composite the Composite Co	CONTRACT DATE: 08/03/20 undersigned Contractor certifies that mation and belief the Work covered I pleted in accordance with the Contrac Contractor for Work for which previouents received from the Owner, and the	to the best or by this Appli at Documents us Certificate	id by c.
1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 1 ± 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) 5. RETAINAGE:  2. So of Completed W 2. So of Completed W 3. (Column D + E less GC's, Bond, b) 5. Mod Stored Materi (Column F on G703)	ORIGINAL CONTRACT SUM Net change by Change Orders CONTRACT SUM TO DATE (Line 1 ± 2) TOTAL COMPLETED & STORED TO DATE (Column G on G703)  RETAINAGE:  a. 5 % of Completed Work (Column D + E less GC's, Bond, Insurances on G703)  b. 5 % of Stored Material (Column F on G703)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	685,180 35,583 720,763 589,082	ACTOR:  Serfer Mull  New Hampshire ed and swort to before tublic  mission expires:	Martini Northern  W.C.T.  Date: On Mischell County of Co	Manual CK & Manual CK
Total in Column I of G703)  6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate 8. CURRENT PAYMENT DUE  9. BALANCE TO FINISH, INCLUDING RI (Line 3 less Line 6)	Total in Column I of G703)  TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) CURRENT PAYMENT DUE BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	∾ ∾ .	25,140 563,942 306,777 257,165 156,821	APPLICATION FOR PAYMEN In accordance with the Contract Documents, based or comprising the application, the Owner certifies the W the quality of the Work is in accordance with the Con is entitled to payment of the AMOUNT CERTIFIED.	T on-site observa ork has progress intact Documents	ta ictor
CHANGE ORDER Total changes approved in previous months by Owner	CHANGE ORDER SUMMARY ges approved s months by Owner	ADDITIONS s 15,027.81	DEDUCTIONS (Auto	(Mach explanation if amount certified Application and on the Continuation Sh OWNER:	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) OWNER:	gares on this  bunt certified.)
Total approved this Month	Month	\$ 20,555.23	\$0.00 By:	Certificate is not negotiable. The A	By:  Date: 12/7/202  This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the formal herein (squance, navment and accoptance of payment are without	
NET CHANGES by Change Order	Change Order	\$35,583.04		our prejudice to any rights of the Owner or Contractor under this Contract.	Contractor under this Contract.	
AIA DOCUMENT G702 - APPLIC Users may obtain va	THE AMERICAN INSTITUTE OF ARCHITECATION FOR PAYMENT - 1932 EDITION - AIA - @1992  AND DOCUMENT GT02 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1932 EDITION - AIA - @1992  Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.	1992 EDITION · AIA · @1992 equesting a completed	THE A Document D401 - Certific	AMERICAN INSTITUTE OF ARCHITECTS, 1735 ation of Document's Authenti	THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292 tification of Document's Authenticity from the Licensee.	



DESCRIPTION OF WORK VA.  Demolition S 1  Concrete S S  Masonry S S  Misc Metals S S  Misc M	C SCHEDULED VALUE 18,400.00	Д	tr.	Щ	ტ	g	H	H
TION OF WORK VA	LUE 18,400.00	WORK	COMPLETED	STORED	TOTAL COMPL.	%	BALANCE	RETAINAGE
agement S	18,400.00	PREVIOUS	THIS PERIOD	MATERIALS	& STORED TO DATE	SWITCH COMMENSATION	TO FINISH	
agement S S S S S S S S S S S S S S S S S S S	14 235.00	18.400	0	0	18,400	100.00%	0	920
iagement v v v v v v v v v v v v v v v v v v v		7,000	927	0	7,927	25.69%	6,308	396
n w w w	4 300 00	4 300	0	0	4,300	100.00%	0	215
A (A (A	16 240 00	16.240	0	0	16,240	100.00%	0	812
· · · · ·	12,270.00	0	12,270	0	12,270	100.00%	0	614
•	12,247.00	9,747	2,500	0	12,247	100.00%	0	612
· V	3 700.00	2,000		0	3,000	81.08%	700	150
Safety & Housekeeping	15 730.00	1,200		0	7,812	49.66%	7,918	391
a. <i>U</i>	1 800 00	1,200		0	1,800	100.00%	0	06
ጉሀ	3 625 00	C		0	0	0.00%	3,625	0
n u	12,023.00		10 900	0	10,900	83.92%	2,088	545
o o	2 108 00	2 000		0	2,000	62.54%	1,198	100
Sliding Door/ Hardware	2,490,00	2 490	0	0	2,490	100.00%	0	125
89.	20,000,00	4 000	12.500	0	16,500	82.50%	3,500	825
n (	00.000,02	4 700		0	8,100	94.19%	200	405
Acoustic Ceilings	43,044,00	00/4		0	0	0.00%	13,941	0
ממ	15,941.00		2 000	0	7,000	46.05%	8,200	350
י א	15,200.00		000,	0	0	0.00%	5,168	0
A (	2,100.00	000 %	0	0	3,900	79.77%	686	195
Shades & Furniture	4,669.00	19 400	009 2	0	27,000	98.18%	200	1,350
· 6	27,300.00	03,090	1.0	0	221,040	98.51%	3,350	11,052
, i	224,590.00	73,030			86.750	75.43%	28,250	4,338
	0.000.00	000,10		0	0	0.00%	2,750	0
	2,750.00	70077	200 30		70.188	76.06%	22,092	0
	92,280.00	44,900			7,422	100.00%	0	0
ur ·	7,422.00	7,422			.074.0	100.00%	0	0
ι <b>Α</b> . Ι	7,177.00	1,11,	o c			100.00%	0	0
Builders Risk Insurance	1,500.00	1,300				83.35%	3,021	756
w.	18,140.00	8,383	0,730					
29 STIRTOTAL SOV: \$ 6	685,180.00	\$316,635	\$254,447	\$0	\$571,082	83.35%	\$114,098	\$24,240



Requisition #3 11/30/20

A	В	C CHEDITIED	D WORK	,	E COMPLETED	F STORED	G TOTAL COMPL.	%	H BALANCE	I RETAINAGE
ITEM DESCRI NO.	DESCRIPTION OF WORK	VALUE	PREVIOUS		THIS PERIOD	MATERIALS	& STORED TO DATE		TO FINISH	
CHANCE ORDERS										
OCO #1					c	c	643	100 00%	C	32
30 COR-001 - Ado	ьo	,		500	00%		800	40.08%	1,196	40
31 COR-002 - Ado				1020			1.930	100.00%	0	96
32 COR-003 - RFI	ypes	1,72,72		000	6 631	0		100.00%	0	332
33 COR-004 - RFI			. 4	o c	300	0		100.00%	0	-15
		(300.00)	c c	> <	4 128	0	7	100.00%	0	206
35 COR-006 - Tra	COR-006 - Training Room Steel Beam S Total OCO#1 S	, ,	s	3,072.76 S	10,758.82		\$ 13,831.58	92.04%	S 1,196.23	\$ 691.58
OCO #2				•	0	C	2020	100.00%	C	147
37 COR-007 - MS	COR-007 - MSK-1 Sally Port Fan S			<b>)</b>	2,932		0	0.00%	2.655	0
	s at Polyg			0 (	0			0.00%	1.180	0
_	COR-010 - Workstation Flooring to LVT \$			<b>)</b>	0 7		1 236	,,	2314	62
	COR-013 Added Doorway to Equipment S	3,550.41		0	1,250	0				
COR-014 ADI	COR-014 ADD GWB Bumpout Across	ì		c	C	0	0	0.00%	2,193	0
41 Training Room Coliumns			<b>-</b> .	> <		0	0	0.00%	3,143	0
42 COR-015 Paint	Port Floor			<b>o</b> c	o c	0	0	0.00%	1,105	0
43 COR-016 Insul				o c	· c	0	0	0.00%	1,571	0
44 COR-018 Elec	COR-018 Elec Costs Beam, HWH, Polygra S		o -	> <		0	0	%00.0	1,086	0
45 COR-019 Lighting Revisions	ting Revisions	1,086.41		> <		C	0	0.00%	1,140	0
46 COR-020 Repl	COR-020 Replace Flush Valves	1,140.21	<i>U</i>	) )	4 167.78	S	\$ 4,167.78	20.28%	\$ 16,387.45	\$ 208.39
47	Total OCO#2	20,555.23	2							
	İ						\$ 17.999.36	87.57%	\$ 17,583.68	\$ 899.97
48 SUBTOTAL	48 SUBTOTAL CHANGE ORDERS:	\$ 35,583.04	<b>4</b> 4	5,072.70	1				207 2024	071 140
		AOC 200 DA		£210 708	\$769.374	0\$	\$589,082	83.47%	\$151,681	04T,CZ¢

# PARTIAL RELEASE

**Town of Amherst** 2 Main St Amherst, NH 03031 MN Job # 4124-3

**PROJECT: Town of Amherst** 175 Amherst Street Amherst, NH 03031

IN CONSIDERATION of the sum of Five Hundred Ninety Three Thousand Nine Hundred Forty Two Dollars (\$593,942.00)\* \*Paid to Date to it by Town of Amherst (\*AMHERST) and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the undersigned hereby:

Section 1. REMISES, releases, and forever discharges (\*AMHERST), its successors and assigns, of and from all claims, debts, liabilities, demands, suits, causes of action, accounts, covenants, contracts, damages, and any agreements, written or oral, which the undersigned now has, has had, or may ever have against (\*AMHERST) in connection with or in any way relating to any work performed or damages suffered for labor or materials, machinery, equipment, services, insurance, or supplies, furnished by the undersigned in connection with the abovereferenced project.

Section 2. WAIVES, relinquishes, and dissolves all rights to any lien upon the property, real estate, buildings, or improvements comprising the above-referenced project or upon which any work was performed or materials and equipment supplies by or through the undersigned.

Section 3. CERTIFIES that all persons who supplied labor or materials to the undersigned on the abovereferenced project have been paid in full by the undersigned, and further certifies that all taxes and bills of any other descriptive title in connection with the work or labor performed for or through the undersigned on the abovereferenced project have been paid in full.

Section 4. AGREES to indemnify and save harmless (AMHERST\*), its successors and assigns, from all liens, claims, and demands, and all expenses incurred, including reasonable attorneys' fees and costs of defense for or on account of or any way growing out of claims for payment of any work and any labor performed and materials and equipment furnished to or through the undersigned in connection with the above-referenced project.

SIGNED AND SEALED this

State of New Hampshire

On this 4th day of December, 2020 before me, the undersigned notary public, personally appeared PETER MIDDLETON proved to me through the little factory evidence of identification, which was personal knowledge, to be the person whose name is signed on the prediction or attached document and acknowledged to me that he/she signed it voluntarily for its stated possesses.

Netary Public:

TO OWNER:	Town of Amherst 2 Main Street Amherst, NH 03031	PROJECT:	Amherst Police Department 175 Amherst Street Amherst, NH 03031	APPLICATION NO: INVOICE DATE:	4 01/07/21	Distribution to:  X OWNER  X ARCHITECT
UP ON A CONTURN A CONTURNA		MA ADOMETICA	Aimerst, IVI 03031	PERIOD TO:	12/31/20	X CONTRACTOR
FROM CONTRACT	OR: Martini Northern LLC 10 Main Street	VIA ARCHITECT:	Dennis Mires, P.A. The Arc 697 Union Street	hi OWNER PO: PROJECT NOS:	20-4124	
	Newfields, NH 03856		Manchester, NH 03104		00/03/03	
CONTRACT FOR:	General Construction			CONTRACT DATE:	08/03/20	
Application is made fo	OR'S APPLICATION F r payment, as shown below, in connect A Document G703, is attached.		in co th	e Contractor for Work for wh	c covered by this Applic ne Contract Documents, ich previous Certificates	•
4. TOTAL COMPLET DATE (Colui 5. RETAINAGE: a. 5 (Column D	nge Orders TO DATE (Line 1 ± 2) FED & STORED TO mn G on G703)  i_% of Completed Work \$ 1+ E less GC's, Bond, Insurances on G i_% of Stored Material \$	29,745 703) — 0	725,830 723,830 B	y: STa refluctate of: New Hampshire ubscribed and swom to before lotary Public:	ent C	ounty of Fockingham May of Social State Control of Soc
6. TOTAL EARNED (Line 4 Les 7. LESS PREVIOUS PAYMENT (Line 8. CURRENT PAYM	ss Line 5 Total) CERTIFICATES FOR 6 from prior Certificate) ENT DUE NISH, INCLUDING RETAINAGE	Mane	563,942 130,143 31,745	APPLICATION FO accordance with the Contract comprising the application, the	DR PAYMENT  I Documents, based on Owner certifies the Wo cordance with the Cont MOUNT CERTIFIED.	
CHANG Total changes appr in previous months		ADDITIONS \$ 35,583.04		Attach explanation if amount application and on the Contin	certified differs from th uation Sheet that are ch	e amount applied. Initial all figures on this anged to conform with the amount certified.)
Total approved this	-(	\$ 5,067.19		Ву:		1/11/2021 Date:
TOTALS		\$40,650.23	\$0.00	This Certificate is not negotial	le. The AMOUNT CE	RTIFIED is payable only to the
NET CHANGES E	y Change Order	\$40,65		contractor named herein. Issue or ejudice to any rights of the (		ptance of payment are without der this Contract.

APPLICATION AND CERTIFICATION FOR PAYMENT

Requisition #4 01/06/21



A ITEM NO.	DESCRIPTION OF WORK	SC	C CHEDULED VALUE	D WORK PREVIOUS	E COMPLETED THIS PERIOD	F STORED MATERIALS	G TOTAL COMPL. & STORED TO DATE	%	H BALANCE TO FINISH	I RETAINAGE
1	Demolition	S	18,400.00	18,400	0	0	18,400	100.00%	0	920
2	Daily Debris Management	S	14,235.00	7,927	6,308	0	14,235	100.00%	0	712
3	Concrete	S	4,300.00	4,300	0	0	4,300	100.00%	0	215
4	Masonry	S	16,240.00	16,240	0	0	16,240	100.00%	0	812
5	Misc Metals	S	12,270.00	12,270	0	0	12,270	100.00%	0	614
6	Rough Carpentry	S	12,247.00	12,247	0	0	12,247	100.00%	0	612
7	Safety & Housekeeping	\$	3,700.00	3,000	700	0	3,700	100.00%	0	185
8	Millwork	S	15,730.00	7,812	7,918	0	15,730	100.00%	0	787
9	Waterproofing	S	1,800.00	1,800	0	0	1,800	100.00%	n	90
10	Insulation/Siding	S	3,625.00	0	3,625	0	3,625	100.00%	0	181
11	Doors, Frames, Hardware	S	12,988.00	10,900	2,088	0	12,988	100.00%	0	649
12	Sliding Door/Hardware	S	3,198.00	2,000	1,198	0	3,198	100.00%	o o	160
13	Windows/Glazing	S	2,490.00	2,490	0	0	2,490	100.00%	0	125
14	Gypsum Drywall	S	20,000.00	16,500	3,500	0	20,000	100.00%	0	1,000
15	Acoustic Ceilings	S	8,600.00	8,100	500	0	8,600	100.00%	0	430
16	Plooning	S	13,941.00	. 0	13,941	0	13,941	100.00%	0	697
17	Painting	S	15,200.00	7,000	8,200	0	15,200	100.00%	0	760
18	Specialties	S	5,168.00	0	3,168	0	3,168	61.30%	2,000	158
19	Shades & Furniture	\$	4,889.00	3,900	989	0	4,889	100.00%	2,000	244
20	Plumbing	S	27,500.00	27,000	500	0	27,500	100.00%	0	1,375
21	HVAC	S	224,390.00	221,040	3,350	0	224,390	100.00%	0	11,220
22	Electrical	\$	115,000.00	86,750	28,250	o o	115,000	100.00%	0	5,750
23	Security	S	2,750.00	0	2,750	0	2,750	100.00%	0	138
24	General Conditions	S	92,280.00	70,188	22,092	0	92,280	100.00%	0	0.130
25	Bond	Ş	7,422.00	7,422	0	0	7,422	100.00%	0	0
26	Insurance	S	7,177.00	7,177	0	0	7,177	100.00%	0	_
27	Builders Risk Insurance	S	1,500.00	1,500	0	0	1,500	100.00%	0	0
28	Fee	S	18,140.00	15,119	3,021	0	18,140	100.00%	0	907
29	SUBTOTAL SOV:	\$	685,180.00	\$571,082	\$112,098	\$0	\$683,180	99.71%	\$2,000	\$28,740

Requisition #4 01/06/21



A ITEM NO.	B  DESCRIPTION OF WORK		C VALUE	F	D WORK PREVIOUS		E OMPLETED HIS PERIOD		F STORED MATERIALS		&	G AL COMPL. STORED D DATE	%	BAL	H ANCE INISH		RETA	I AINAGE
CHAN	GE ORDERS																	
	OCO #1																	
30	COR-001 - Additional UG Plumbing	S	643.19		643		0			0		643	100.00%			0		32
31	COR-002 - Add Finishes Lt. Office	S	1,996.23		800		1,196			0		1,996	100.00%			0		100
32	COR-003 - RFI-012 & 03- Wall Types	S	1,929.57		1,930		0			0		1,930	100.00%			0		96
33	COR-004 - RFI-01 Replace HWI-I	S	6,630.71		6,631		0			0		6,631	100.00%			0		332
34	COR-005 - RFI-05 ADA Shower	S	(300.00)		-300		0			0		-300	100.00%			0		-15
35	COR-006 - Training Room Steel Beam	S	4,128.11		4,128		0			0		4,128	100.00%			0		206
36	Total OCO#1	S	15,027.81	S	13,831.58	S	1,196.23	S			s	15,027.81	100.00%	S			S	751.39
	OCO #2											•						
37	COR-007 - MSK-1 Sally Port Fan	S	2,931.78		2,931.78		0.00			0		2,932	100.00%			0		147
38	COR-008 - Add Sound Deadening at Polyg	S	2,654.62		0.00		2,654.62			0		2,655	100.00%			0		133
39	COR-010 - Workstation Flooring to LVT	S	1,179.97		0.00		1,179.97			0		1,180	100.00%			0		59
40	COR-013 Added Doorway to Equipment		3,550.41		1,236.00		2,314.41			0		3,550	100.00%			0		178
	COR-014 ADD GWB Bumpout Across				•		•					,						
41		S	2,192.70		0.00		2,192.70			0		2,193	100.00%			0		110
42	COR-015 Paint Eq Veh & Sally Port Floor	S	3,143.45		0.00		3,143.45			0		3,143	100.00%			0		157
43	COR-016 Insulation Revisions	S	1,105.12		0.00		1,105.12			0		1,105	100.00%			0		55
44	COR-018 Elec Costs Beam, HWJ-I, Polygra	\$	1,570.56		0.00		1,570.56			0		1,571	100.00%			0		79
45	COR-019 Lighting Revisions	S	1,086.41		0.00		1,086,41			0		1,086	100.00%			D		54
46	COR-020 Replace Flush Valves	S	1,140.21		0.00		1,140.21			0		1,140	100.00%			0		57
47	Total OCO#2	S	20,555.23	S	4,167,78	S	16,387.45	S	- 21		S	20,555.23	100.00%	S	3	-	S	1,027.76
	OCO #3		•		•												_	.,
48	COR-021 Replace Bathroom Fan	S	964.79		0		965			0		965	100.00%			0		48
49	COR-022 Misc Power & Data Drop Adds	Ş	2,682.69		0		2,683			0		2,683	100.00%			0		134
50	COR-023 Add New HM Doors	s	864.22		0		864			0		864	100.00%			0		43
51	COR-025 ACT Adds at Staff Sgt & Closet	S	555.49		0		555			0		555	100.00%			0		28
52	Total OCO#2		5,067.19	S	35%	S	5,067.19			1.70	S	5,067.19	100.00%	\$	3	·	S	253.36
 53	SUBTOTAL CHANGE ORDERS:	\$	40,650.23	\$	17,999.36	\$	22,650.87		· -		\$	40,650.23	100.00%	\$	······································	HT.	\$	1,004.75
54	TOTAL:	\$	725,830.23		\$589,081		\$134,749	)		\$0		\$723,830	99.72%		\$2,0	100		\$29,745

### PARTIAL RELEASE

Town of Amherst 2 Main St Amherst, NH 03031 MN Job # 4124-4

PROJECT: Town of Amherst

175 Amherst Street Amherst, NH 03031

IN CONSIDERATION of the sum of **Six Hundred Ninety Four Thousand and Eighty Five Dollars** (\$694,085.00)\* \*Paid to Date to it by Town of Amherst (\*AMHERST) and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the undersigned hereby:

Section 1. REMISES, releases, and forever discharges (\*AMHERST), its successors and assigns, of and from all claims, debts, liabilities, demands, suits, causes of action, accounts, covenants, contracts, damages, and any agreements, written or oral, which the undersigned now has, has had, or may ever have against (\*AMHERST) in connection with or in any way relating to any work performed or damages suffered for labor or materials, machinery, equipment, services, insurance, or supplies, furnished by the undersigned in connection with the above-referenced project.

Section 2. WAIVES, relinquishes, and dissolves all rights to any lien upon the property, real estate, buildings, or improvements comprising the above-referenced project or upon which any work was performed or materials and equipment supplies by or through the undersigned.

Section 3. CERTIFIES that all persons who supplied labor or materials to the undersigned on the abovereferenced project have been paid in full by the undersigned, and further certifies that all taxes and bills of any other descriptive title in connection with the work or labor performed for or through the undersigned on the abovereferenced project have been paid in full.

Section 4. AGREES to indemnify and save harmless (AMHERST\*), its successors and assigns, from all liens, claims, and demands, and all expenses incurred, including reasonable attorneys' fees and costs of defense for or on account of or any way growing out of claims for payment of any work and any labor performed and materials and equipment furnished to or through the undersigned in connection with the above-referenced project.

SIGNED AND SEALED this January 7, 2021

	Martini Northern, LLC
	By: PETER MIAMINE
	e of New Hampshire
On this <u>7th</u> day of January, 2021 beton MIDDLETON proved to me through satisfactors	the understaned notary public, personally appeared PETER vidence of identification, which was personal knowledge, to be the
person whose name is signed on the preceding it voluntarily for its stated purpose.	or attracted by countries and acknowledged to me that he/she signed
010000	MAY OIRESON SE
Notary Public	m. 35/7
Wotary Public	MASHIRE WILL
Mai 6, 2725	The same of the sa
My Commission Expires:	

APPLICALI	APPLICATION AND CERTIFICATION FOR PAYMENT		AIA DOCUMENT G702	ENC HOAGE	PAGE ONE OF	8 L	
TO OWNER:	Town of Amherst	PROTECT: Amhand Doline		ano apri	5	PAGES	
	2 Main Street	175 Amherst Street	AFFLICATION NO: 5 INVOICE DATE: 01/31/21	5 01/31/21	Distribution to:	to:	
	Amherst, NH 03031	Amherst, NH 03031			X ARC	HITECT	
FROM CONTRACTOR:	CTOR:	VIA ARCHITECT:	PERIOD TO: 01/31/21	01/31/21	X CON	X CONTRACTOR	
	Martini Northern LLC 10 Main Street Newfields, NH 03856	Dennis Mires, P.A. The Archi 697 Union Street Manchester, NH 03104	OWNER PO: PROJECT NOS: 20-4124	20-4124			
CONTRACT FOR	CONTRACT FOR: General Construction		CONTRACT DATE: 08/03/20	/03/20			
CONTRACT Application is made 1 Continuation Sheet, A	CONTRACTOR'S APPLICATION FOR PAYMENT Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.	ار ا	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Northern Contract No	es that to the best of the Co	ntractor's knowle	dge,	

ersigned Contractor certifies that to the best of the Contractor's knowledge.	ion and belief the Work covered by this Application for Payment has been	d in accordance with the Contract Documents, that all amounts h	ractor for Work for which previous Certificates for Payment were issued and	show	
The und	informat	complete	the Cont	payment	

CONTRACTOR: Martini Northway Willing	State of: New Hampshire and Subscribed and sworp to before me the horizontal and sworp parties.  Notary Public.  My Commission Expires.	APPLICATION FOR PAYIMENT CONTINUE IN A STATE OF THE ASSET OF THE CONTRACT C	the quality of the Work is in accordance with the Contract Documents, and the Contract is entitled to payment of the AMOUNT CERTIFIED.
\$ 685,180 \$ 57,534 \$ 742,714 \$	0	\$ 742,714	\$ 694,085 \$ 48,629 \$ 0
<ol> <li>ORIGINAL CONTRACT SUM</li> <li>Net change by Change Orders</li> <li>CONTRACT SUM TO DATE (Line 1 ± 2)</li> <li>TOTAL COMPLETED &amp; STORED TO         DATE (Column G on G703)     </li> <li>RETAINAGE:</li> </ol>	a. 0 % of Completed Work \$  (Column D + E less GC's, Bond, Insurances on G703)  b. 0 % of Stored Material \$  (Column F on G703)	5. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	7. LESS FRE VIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE

	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.	
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	In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Owner certifies the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contracto is entitled to payment of the AMOUNT CERTIFIED.	
	In accordance with the Contract Documents, based or comprising the application, the Owner certifies the W the quality of the Work is in accordance with the Con is entitled to payment of the AMOUNT CERTIFIED.	
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48,629.00 AMOUNT CERTIFIED .....\$

Application and on the Continuation Sheet that are changed to conform with the amount certified.) (Attach explanation if amount certified differs from the amount applied, Initial all figures on this OWNER:

The Architects Date: Dennis Mires P.A.

By:

\$57,533.93

\$0.00 \$0.00 \$0.00

40,650.23 16,883.70 \$57,533.93

DEDUCTIONS

ADDITIONS

CHANGE ORDER SUMMARY

(Line 3 less Line 6)

in previous months by Owner

Total changes approved

Total approved this Month

TOTALS

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document p∯01 ∜Certification of Document's Authenticity from the Licensee. AA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - @1992 NET CHANGES by Change Order Page 180 of 200 epartment

Job # 20-4124 Job Name - Amherst Police Department Amherst, NH

Requisition #5 02/01/21

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Job # 20-4124 Job Name - Amherst Police Department Amherst, NH

Requisition #5 02/01/21

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# FINAL RELEASE

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

MN Job # 4124-5

**PROJECT: Town of Amherst** 175 Amherst Street Amherst, NH 03031

IN CONSIDERATION of the sum of Seven Hundred Forty Two Thousand and Seven Hundred Thirteen 92/100 Dollars \_(\$742,713.92)\* \*Paid to Date to it by Town of Amherst (\*AMHERST) and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the undersigned hereby:

Section 1. REMISES, releases, and forever discharges (\*AMHERST), its successors and assigns, of and from all claims, debts, liabilities, demands, suits, causes of action, accounts, covenants, contracts, damages, and any agreements, written or oral, which the undersigned now has, has had, or may ever have against (\*AMHERST) in connection with or in any way relating to any work performed or damages suffered for labor or materials, machinery, equipment, services, insurance, or supplies, furnished by the undersigned in connection with the abovereferenced project.

Section 2. WAIVES, relinquishes, and dissolves all rights to any lien upon the property, real estate, buildings, or improvements comprising the above-referenced project or upon which any work was performed or materials and equipment supplies by or through the undersigned.

Section 3. CERTIFIES that all persons who supplied labor or materials to the undersigned on the abovereferenced project have been paid in full by the undersigned, and further certifies that all taxes and bills of any other descriptive title in connection with the work or labor performed for or through the undersigned on the abovereferenced project have been paid in full.

Section 4. AGREES to indemnify and save harmless (AMHERST\*), its successors and assigns, from all liens, claims, and demands, and all expenses incurred, including reasonable attorneys' fees and costs of defense for or on account of or any way growing out of claims for payment of any work and any labor performed and materials and equipment furnished to or through the undersigned in connection with the above-referenced project.

SIGNED AND SEALED this February 1, 2021

State of New Hampshire

On this 1st day of February, 2021 before me, the undersigned notary public, personally appeared PETER MIDDLETON proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department: Assessing

Meeting Date: March 22, 2021 Staff Contact: Michele Boudreau

#### **BACKGROUND INFORMATION:**

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

#### SUGGESTED MOTION:

#### **Abatement Recommendations**

**A.** A yield tax was issued in the amount of \$101.00, which was determined to be incorrect. A revised timber yield tax bill will be issued in the amount of \$429.41. It is recommended that an abatement in the amount of \$101.00 be approved.

Therefore, I move to approve the 2020 abatement request for Map 003 Lot 032-003 in the amount of \$101.00.

**B.** The subject property is improved with a colonial-style home on 3.94 acres of land. The dwelling is listed in good condition. The portable hot tub should not be taxed and removing it reduces the subject's value to \$596,800.

Therefore, I move to grant the abatement in the amount of \$100.00 for Map 004, Lot 044-000.

**B-1.** The subject property is a conventional style home located on a 3.48-acre parcel. The reason for the abatement request is the taxpayer's concern with the assessment in relation to the sale price of \$440,000 on November 16, 2018 and two appraisals with a value indication of \$450,000 as of October 23, 2018 and a value indication of \$448,000 as of 12/21/2019. I reviewed the documentation provided and noted some errors related to the sketch and physical data of the property. Additionally, it is my opinion that with the two appraisals and purchase price, they indicate that an adjustment to the assessment is warranted. The market value is determined to be between \$440,000 and \$450,000 and when the 2020 ratio of 78.6% is applied, it indicates an assessment range of \$345,000 to \$354,000. After adjustments the assessment is reduced by

\$96,000 from \$446,000 to \$350,000 for the 2020 tax year. As this is the case, it is recommended that abatement in the amount of \$2,734 be granted for the 2020 tax year.

Therefore, I move to approve the 2020 abatement for Map 001 Lot 005-001 in the amount of \$2,734.

### Timber Tax Levy

**C.** The attached is a Timber Tax Levy and Certification of Yield Tax to be collected by the Tax Collector for the cutting of timber. The Department of Revenue provides the stumpage values that are used to calculate the tax.

Therefore, I move to approve and sign the Timber Tax Levy and Certification of Yield Tax in the amount of \$429.41 for Map 003, Lot 032-002.

#### **BTLA Settlement Agreement**

**D.** The subject property is improved with a box department store, and five additional tenants within the building, situated on 31.83 acres, zoned commercial. The dwelling is listed in good condition. The taxpayer claims the subject property has a disproportionate increase in assessment given its full equalized value at \$21,176,730. To prove disproportionate assessment, the taxpayer must prove what the property was worth on the date of assessment and the property's "equalized assessment" exceeds its market value. The abatement request was denied.

Subsequently the taxpayer disagreed with this decision and filed an appeal with the BTLA. After a phone conference and reviewing assessed values of other comparable box department stores in New Hampshire, a settlement was discussed. The taxpayer has agreed to withdraw the BTLA Appeal if the town will assess the property at \$15,923,000 (full value of \$19,001,140 x .838 DRA 2019 Ratio) for Tax Year 2019 and assess the property at \$14,934,900 (full value of \$19,001,140 x .786 DRA 2020 Ratio) for Tax Year 2020. It is recommended that an abatement in the amount of \$49,150.78 for 2019 be granted, and \$80,062.98 for 2020 be granted, plus applicable interest.

Therefore, I move to approve the BTLA settlement for Map 002, Lot 066-001 for tax year 2019 and 2020.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

- 1. Assessing Documents Memos March 22 2021
- 2. BTLA Settlement Map 002, Lot 066-001
- 3. Full Assessing Walmart BTLA Settlement 2020.03.22



#### OFFICE OF THE ASSESSOR

2 Main Street, PO Box 960 Amherst, NH 03031 Michele Crowley Executive Asst. Tel. (603) 673-6041 ex. 202 Fax (603) 673-4138

# **Abatement Recommendation (Item A in Cover Memo)**

# **Abatement Recommendation**

**TO:** Board of Selectmen

Town of Amherst

FROM: Richard D. Dorsett Jr., CNHA RD

KRT Appraisal Contract Assessor

**DATE:** March 12, 2021

**Map ID:** 003-032-003

Tax Year: 2020

**Tax Amount:** \$101.00

A yield tax was issued in the amount of \$101.00 which was determined to be incorrect. A revised timber yield tax bill will be issued in the amount of \$429.00. It is recommended that an abatement in the amount of \$101.00 be approved.

### **Suggested Motion:**

Therefore, I move to approve the 2020 abatement request for Map 003 Lot 032-003 in the amount of \$101.00.

#### **TOWN OF AMHERST**

# **Abatement Recommendation (Item B in Cover Memo)**

To:

Dr. Dean Shankle, Town Administrator

Amherst Board of Selectmen

From: Kevin T. Leen

**KRT** Appraisal

Contract Assessor's Agent

**Date**: March 9, 2021

MBLU: 004-044-000

Tax Year: 2020

**Assessment: \$600,300** 

## **Brief Description:**

The subject property is improved with a colonial-style home on 3.94 acres of land. The dwelling is listed in good condition.

The portable hot tub should not be taxed and removing it reduces the subject's value to \$596,800.

## **Suggested Motion:**

Therefore, I move to grant the abatement in the amount of \$100.00 for Map 004, Lot 044-000.



### OFFICE OF THE ASSESSOR

# **ABATEMENT RECOMMENDATION (Item B-1 in Cover Memo)**

TO:

**Board of Selectmen** 

Dr. Dean Shankle, Town Administrator

FROM:

Richard D. Dorsett Jr., CNHA RD

**KRT Appraisal** 

DATE:

March 15, 2021

**Tax Year:** 2020

Assessment: \$446,000

Map ID: 001/005/001

The subject property is a conventional style home located on a 3.48-acre parcel. The reason for the abatement request is the taxpayer's concern with the assessment in relation to the sale price of \$440,000 on November 16, 2018 and two appraisals with a value indication of \$450,000 as of October 23, 2018 and a value indication of \$448,000 as of 12/21/2019. I reviewed the documentation provided and noted some errors related to the sketch and physical data of the property. Additionally, it is my opinion that with the two appraisals and purchase price, they indicate that an adjustment to the assessment is warranted. The market value is determined to be between \$440,000 and \$450,000 and when the 2020 ratio of 78.6% is applied, it indicates an assessment range of \$345,000 to \$354,000. After adjustments the assessment is reduced by \$96,000 from \$446,000 to \$350,000 for the 2020 tax year. As this is the case, it is recommended that an abatement in the amount of \$2,734.00 be granted for the 2020 tax year.

#### **Suggested Motion:**

Therefore, I move to approve the 2020 abatement for Map 001 Lot 0005-001 in the amount of \$2,734.00.



# OFFICE OF THE ASSESSOR

2 Main Street, PO Box 960 Amherst, NH 03031 Michele Boudreau Executive Asst. Tel. (603) 673-6041 ex. 202 Fax (603) 673-4138

# **TIMBER TAX LEVY (Item C in Cover Memo)**

To:

Board of Selectmen

Dr. Dean Shankle, Town Administrator

From:

Michele Boudreau, Executive Assistant, Assessing

Date:

March 10, 2021

RE:

Yield Tax, Map 003, Lot 032-002

The attached is a Timber Tax Levy and Certification of Yield Tax to be collected by the Tax Collector for the cutting of timber. The Department of Revenue provides the stumpage values that are used to calculate the tax.

# **Suggested Motion:**

Therefore, I move to approve and sign the Timber Tax Levy and Certification of Yield Tax in the amount of \$429.41 for Map 003, Lot 032-002.

# **TOWN OF AMHERST** BTLA SETTLEMENT RECOMMENDATION

Abatement Recommendation (Item D in Cover Memo)

To:

Dr. Dean Shankle, Town Administrator

Amherst Board of Selectmen

From: Kevin T. Leen

**KRT** Appraisal

Contract Assessor's Agent

Date: February 10, 2021

Tax Year: 2019

Assessment: \$17,746,100

#### **Brief Description:**

MBLU: 002-066-001

The subject property is improved with a box department store, and five additional tenants within the building, situated on 31.83 acres, zoned commercial. The dwelling is listed in good condition. The taxpayer claims the subject property has a disproportionate increase in assessment given its full equalized value at \$21,176,730. To prove disproportionate assessment, the taxpayer must prove what the property was worth on the date of assessment and the property's "equalized assessment" exceeds its market value. The abatement request was denied.

Subsequently the taxpayer disagreed with this decision and filed an appeal with the BTLA. After a phone conference and reviewing assessed values of other comparable box department stores in New Hampshire, a settlement was discussed. The taxpayer has agreed to withdraw the BTLA Appeal if the town will assess the property at \$15,923,000 (full value of \$19,001,140 x .838 DRA 2019 Ratio) for Tax Year 2019 and assess the property at \$14,934,900 (full value of \$19,001,140 x .786 DRA 2020 Ratio) for Tax Year 2020. It is recommended that an abatement in the amount of \$49,150.78 for 2019 be granted, and \$80,062.98 for 2020 be granted, plus applicable interest.

#### **Suggested Motion:**

Therefore, I move to approve the BTLA settlement for Map 002, Lot 066-001 for tax year 2019 and 2020.



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Payroll, AP and Minutes Approval **Department:** Finance Department

**Meeting Date:** March 22, 2021 **Staff Contact:** 

#### **BACKGROUND INFORMATION:**

#### **BUDGET IMPACT:**

(Include general ledger account numbers)

#### **POLICY IMPLICATIONS:**

#### DEPARTMENT HEAD RECOMMENDATION:

#### SUGGESTED MOTION:

#### Approvals:

#### **Payroll**

**AP1**~ I move to approve one (1) FY21 Payroll Manifest in the amount of \$215,291.55 dated March 11, 2021, subject to review and audit.

# **Accounts Payable**

**AP2** ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$48,629.00 dated March 5, 2021, subject to review and audit.

**AP3** ~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$44,057.36 dated March 10, 2021, subject to review and audit (NH DMV).

#### Minutes

~ I move to approve the Board of Selectmen meeting minutes of March 9, 2021.

#### TOWN ADMINISTRATOR RECOMMENDATION:

#### ATTACHMENTS:

1. 2021.03.09 BOS DRAFT c



# Town of Amherst, NH BOARD OF SELECTMEN MEETING MINUTES

# Barbara Landry Meeting Room 2 Main Street Tuesday, March 9, 2021 6:30PM

1	1. Call to Order
2	Chairman Peter Lyon called the meeting to order at 6:30 p.m.
3	
4	Attendees by Zoom conference call: Chairman Peter Lyon, Selectman Dwight Brew,
5	Selectman Reed Panasiti, Selectman John D'Angelo, and Selectman Tom Grella.
6	Also present: Town Administrator Dean Shankle and Kristan Patenaude, recording
7	secretary
8	
9	Other attendees and the public accessed the meeting via Zoom.
10	
11	Chairman Lyon explained that, pursuant to the State of Emergency declared by the
12	Governor as a result of the COVID19 pandemic and in accordance with his Emergency
13	Order #12, this meeting is authorized to take place electronically. There is no physical
14	location to observe and listen to this meeting. However, in accordance with the
15	Emergency Order, we are:
16	
17	Utilizing Zoom teleconferencing for this meeting. All members of the Board have the
18	ability to communicate during the meeting through this platform and the public has access
19	to contemporaneously listen and if necessary, participate in the meeting by dialing +1 301
20	715 8592 and using a webinar ID of 861-3978-6291 or by using the link contained in the
21	agenda posted at amherstnh.gov.
22	
23	Notice of the meeting and means to access it were previously posted in accordance with
24	law. Members of the public that have phoned into the meeting can raise their hand by
25	pressing the *9 on their phone, in order to make it known that they would like to speak to
26	the Board. If anyone has a problem accessing the meeting, please call 603-440-8248 for
27	assistance. In the event the public is unable to access the meeting, the meeting will be
28	adjourned and rescheduled.
29	
30	All votes will be taken by roll call and for ease, in alphabetical order.
31	Lastly, the meeting is being recorded and will be replayed on ACATV.
32	
33	The Board started by taking a roll call vote and stating if they were alone.
34	
35	Roll call vote: Selectman Brew – present; Selectman Grella – present; Selectman Panasiti
36	– present; Selectman D'Angelo – present; and Chairman Lyon – present. All noted
37	themselves as being alone.

#### 2. Citizen's Forum - none

# 3. Scheduled Appointments

#### 3.1 Chris Buchanan for BPAC

Chris Buchanan, Chair of the Bicycle and Pedestrian Advisory Committee, explained that the application deadline for the TAP Grant has been set for March 19, 2021. In order for an application to be considered, the Board of Selectmen must vote to support the application and submit a letter stating such. The project proposed is essentially the same as what was proposed at the last Board meeting. He asked the Board to consider supporting the BPAC's application for the TAP Grant.

In response to a question from Chairman Lyon, Chris Buchanan explained that the letter of interest does not commit the Town to anything. The application will be evaluated by the Regional Planning Commission and grants will be awarded in June. If the Town's application is selected for a grant, municipal agreement would be necessary in October. DPW Director, Eric Hahn added that, if Warrant Article funds are needed to complete the proposed project, the grant can be made available to those awarded in next March. Most TAP Grant projects take between 2-4 years to complete.

 In response to a question from Selectman Brew, Chris Buchanan explained that the total proposed project costs approximately \$960,000. If federal funds are awarded, this total would be approximately \$770,000, leaving the municipal burden at approximately \$192,000. If the Town is able to incorporate some of this project into already scheduled road construction, the cost could be even less to the Town. Chris Buchanan stated that the Town looks to only gain from this application, if awarded, financially. Chris Buchanan noted that the scope of the project can be adjusted after the grant is awarded.

In response to a question from Selectman Grella, Eric Hahn stated that construction on any piece of the project cannot be started prior to the grant being awarded.

In response to a question from Selectman Panasiti, Eric Hahn stated that if the Warrant Article for this project fails, but the TAP Grant is approved, the road rebuild schedule may need to be adjusted slightly or there may be a slight delay in the project. If the grant is received, it is generally best to show that some progress is being made with the funds. If the Warrant Article passes, it could allow for some preliminary engineering to be completed.

A MOTION was made by Selectman Panasiti and SECONDED by Selectman Brew to support the application for the TAP Grant and to authorize the Chair to sign a letter for such. By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye; Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

#### 3.2 Bill Smith regarding Old Milford Road

Bill Smith, 19 Old Milford Road, addressed the Board regarding drainage issues at his property. He explained that during moderate rains or during snow melts, the culvert near his house drains to his property and saturates the yard. This creates a flow over his driveway and onto the back of his property. There is no drainage ditch to divert the water flowing down his side of the road. He believes that the overly saturated ground caused a tree to fall on his house

a couple of years ago. There are other rotting trees in the front of his property, and he has taken down 25 trees in fear of them falling. He believes that he has gone over and above as a property owner to deal with this. He has reached out to the DPW a few times and mostly been ignored. He requested that the Board help mitigate this problem.

Eric Hahn stated that he has empathy to the homeowner, but that he cannot do anything about this problem in the short term. The topography of the land in this area leads to the water draining directly to this property. The Town is obligated, per State law, not to change the course of a natural streambed. The water flow that exists prior to a road being put in place must be maintained during the life of the road. The best he could do would be to tie the culvert in front of Mr. Smith's house to the other culvert when the road is rebuilt, but this leads to other issues and places a burden on abutters. DES will not let him, or the homeowner redirect the course of the streambed.

Mr. Smith questioned why the Town allowed for a house to be built on this property in 1988 if this issue was not going to be fixable. He believes that the Town approved the building permit with this knowledge and so sort of helped create this problem. He noted that he almost lost his life when the tree fell onto his house due to the water that flows directly onto his property. He questioned what else can be done.

In response to a question from Chairman Lyon, Eric Hahn stated that Old Milford Road is approximately 200 years old. The drainage of this road has remained unchanged since the 1930's.

Eric Hahn stated that he would happily sit down with Mr. Smith to discuss other possible options. He will meet with Mr. Smith and offer suggestions that are allowable under RSAs.

- Selectman Brew stated that he is very sympathetic to Mr. Smith's situation. Some of Amherst's lands are wet and considered not buildable, while others are wet but still buildable.
- This is a challenge for builders if they decide to develop these lots. He understands Eric
- Hahn's point, in that water flows downhill. He is hopeful that the meeting between Mr. Smith and Eric Hahn will result in some amount of satisfaction for the homeowner.

Selectman D'Angelo also sympathized the Mr. Smith. He noted that he had similar issues that he spent the money to fix on his own property.

Town Administrator Shankle suggested that someone from the Conservation Commission also sit in on the meeting.

In response to a question from Selectman Panasiti, Eric Hahn explained that the culvert in question is manmade, and made of reinforced concrete. It should have a lifespan of 70-80 years. Eric Hahn noted that during a road rebuild, he could possibly move the culvert slightly, except that the culvert would have to remain outflowing on Mr. Smith's property, so that it would not cause an issue to his neighbor's property. Any change would need to comply with DES regulations.

In response to a question from Mr. Smith, Eric Hahn stated that he believes Old Milford Road is do for reconstruction in 4-5 years.

#### 4. Administration

# 4.1 Administrative Updates

Town Administrator Shankle explained that the new Finance Director, Laurie May, is due to start on Monday. She will be starting at Grade 9, Step 2 – or \$3,164/biweekly.

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- A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to approve the hiring of Laurie May as the new Finance Director, at Grade 9, Step 2, starting next Monday.
- By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
   Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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Town Administrator Shankle noted that the State distributed 12,000 Johnson & Johnson COVID-19 vaccine doses at NH Speedway last weekend. The State is preparing to vaccinate groups 2A and 2B soon.

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Town Administrator Shankle stated that the NH unemployment rate dropped 3.6% in January from 16% last April.

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Town Administrator Shankle explained that the Town is in Phase I of its statistical revaluation of property process. Data is currently being collected. Due to the cyclical evaluation process, some property owners may be called up to three times for different items. This year only exterior inspections will be done, with internal information being confirmed at the door or by mail. All staff and vehicles have identification.

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# 4.2 Easter Egg Hunt

Town Administrator Shankle explained that the Junior Women's Club would like to hold its annual Easter Egg Hunt. This year's event will be a drive-through and pick-up event. A maximum of 100 cars are eligible for pre-registration for the event.

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A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to allow the Amherst Jr. Women's Club to run their annual Easter Egg event on the Town Green on March 27th, 2021 from 9:00 am to 12:00 noon as outlined in the information provided by the Recreation Department.

166 Recreation Department167 By roll call vote: Select

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

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# 4.3 Amherst Return of Funds, New Hampshire Interlocal Trust

Town Administrator Shankle stated that the Town's health insurance company is returning \$71,450.16. The Town needs to decide if it would like this as a one-time payment, or as a return applied as a "Premium Holiday" to members' contributions.

- A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to allow the Town Administrator to fill out and sign the NHEIT Return of Funds form and select the "one-
- 177 time payment by check" option.

By roll call vote	: Selectman Brew – aye;	Selectman D'Angelo -	- aye; Selectman Grella – aye
Selectman Pana	siti – aye; Chairman Lyo	n – aye. 5-0-0; motion	n carried unanimously.

### 4.4 Planning Board, Lot 8-47

Town Administrator Shankle explained that Lot 8-47 is a backlot without frontage on a Class 6 road. The Board needs to approve a building permit for the Lot and to accept a Waiver of Release form from the property owner. The lot owner already appeared before the Zoning Board of Adjustment (ZBA) to receive a variance, which was granted. The landowner also went before the Planning Board for review of this item and comments were sent to the Board for review.

Attorney Tom Quinn, Esq., explained that this lot dates back to the 1930's and has always been serviced by a 15' right of way easement. The variance that was granted allowed the lot to be made larger, but it is still a non-conforming lot. The intent of this project is to construct a residence, with access to it over the existing right of way.

In response to a comment by Selectman Brew, Attorney Quinn agreed that the Board must accept the Waiver of Release of Liability form as a requirement for the Town to issue a building permit.

In response to a question from Selectman D'Angelo, Attorney Quinn noted that he will send this iteration of the waiver to Town Counsel for review.

A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo that the Board of Selectmen authorize the issuance of a building permit, once the Waiver of Liability has been approved by Town Counsel and recorded with the Registry of Deeds.

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

#### 4.5 Pulpit Road Release of Liability

Town Administrator Shankle suggested that the Board send this item to the Planning Board and the Community Development Office for review and comment. The Board agreed to do so.

#### 5. Staff Reports

#### 5.1 Bean Foundation Grant Award

Town Administrator Shankle explained that the Town was awarded a \$40,000 grant for the Recreation Department to renovate the Buck Meadow clubhouse. As this is unanticipated revenue, there must first be a public hearing, before the grant money can be accepted. This will happen at a future Board meeting.

#### 5.2 Joshua's Park Goes Undercover Fundraiser

Town Administrator Shankle explained that a fundraising committee is looking into raising funds to build shaded structures at Joshua's Park. The cost of this project is unclear at this time. The Board will hear more about this in the future.

# **5.3** Acceptance of Snowmobile Donation

- Town Administrator Shankle explained that the Dutremble family was kind enough to donate
- a snowmobile so that the Recreation Department can continue to groom the snowshoe and
- cross-country skiing trails on the Buck Meadow property.

- 228 A MOTION was made by Selectman Panasiti and SECONDED by Selectman Grella to accept
- 229 the Dutremble family's donation of the 2001 Polaris 440 Snowmobile to the Parks and
- 230 Recreation Department for the purpose of grooming the trails at Buck Meadow Conservation
- 231 and Recreation Area.
- 232 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 233 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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### **5.4** Mechanics Garage Foundation Bids

- Eric Hahn explained that the Board of Selectmen approved the purchase of a mechanic's garage last year. The funds were encumbered, and foundation plans have since been received. The project was put out to bid and he is requesting that the Board award the bid to the lowest,
- 239 qualified bidder. The structure will need to be erected prior to June 30, 2021.

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- In response to a question from Selectman Grella, Eric Hahn stated that he is not planning to
- seal the concrete. The proposed concrete is 4" thick and essentially waterproof. This is
  - basically impervious surface. There will be no floor drains installed.

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- 245 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 246 award the Mechanics Building Foundation construction bid for RFP 03-21 to Leighton A.
- 247 White for \$81,465.00.
- 248 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 249 *Selectman Panasiti aye; Chairman Lyon aye.* 5-0-0; motion carried unanimously.

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#### 6. Approvals

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#### 6.1 Baboosic Lake Community Septic Warrants

A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to approve and sign the Quarterly Warrants for the Baboosic Lake Community Septic, invoices due April 1, 2021, as follows:

*Phase I in the amount of* \$ 2,011.32

Phase II in the amount of \$5,459.22

Phase III in the amount of \$6,749.72

Phase IV in the amount of \$4,817.15

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

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#### 6.2 Assessing

- A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to deny the 2020 abatement request for Map 001 Lot 010-012.
- 267 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 268 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

- 270 A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to deny
- 271 the abatement for Map 001, Lot 012-000-018.
- 272 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 273 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

- 275 A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to
- approve the 2020 abatement for Map 001 Lot 013-003 in the amount of \$122.
- 277 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 278 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 280 A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to
- 281 approve the Land Use Change Tax in the amount of \$17,500.00 for Tax Map 004 Lot 147-

282 *003*.

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

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- A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve the Land Use Change Tax in the amount of \$17,500.00 for Tax Map 004 Lot 147-004.
- 288 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- by rou can voie: Selectman brew aye, Selectman D Angelo aye; Selectman Grena aye
- 289 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 291 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
- the Land Use Change Tax in the amount of \$13,300.00 for Tax Map 006 Lot 079-010.
- 293 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 294 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 296 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
- the Land Use Change Tax in the amount of \$13,300.00 for Tax Map 006 Lot 079-011.
- 298 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 299 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 301 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
- the Land Use Change Tax in the amount of \$13,300.00 for Tax Map 006 Lot 079-012.
- 303 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 304 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 306 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
- 307 the Land Use Change Tax in the amount of \$13,300.00 for Tax Map 006 Lot 079-013.
- 308 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 309 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 311 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
- 312 the All-Service Veterans' Tax Credit for tax year 2021 on the following map and lot number:
- 313 *MAP/LOT AMOUNT* 017-017-000 \$500.00
- 314 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 315 Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.

### 6.3 Payroll, AP and Minutes Approvals

- 318 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- approve one (1) FY21 Payroll Manifest in the amount of \$223,857.01 dated February 11,
- 320 2021, subject to review and audit.
- 321 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 322 *Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.*

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- 324 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 325 approve one (1) FY21 Payroll Manifest in the amount of \$232,444.87 dated February 28,
- 326 2021, subject to review and audit.
- 327 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 328 Selectman Panasiti yes; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 330 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 331 approve one (1) FY21 Accounts Payable Manifest in the amount of \$3,266,428.00 dated
- 332 February 1, 2021, subject to review and audit (School Disbursements).
- 333 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 334 *Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.*

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- 336 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 337 approve one (1) FY21 Accounts Payable Manifest in the amount of \$212,999.03 dated
- 338 February 2, 2021, subject to review and audit.
- 339 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 340 Selectman Panasiti yes; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 342 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 343 approve one (1) FY21 Accounts Payable Manifest in the amount of \$318,523.74 dated
- 344 February 16, 2021, subject to review and audit.
- 345 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 346 *Selectman Panasiti aye; Chairman Lyon aye. 5-0-0; motion carried unanimously.*

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- 348 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 349 approve one (1) FY21 Accounts Payable Manifest in the amount of \$3,266,427.00 dated
- 350 *March 1, 2021, subject to review and audit (School Disbursements).*
- 351 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 352 *Selectman Panasiti* yes; Chairman Lyon aye. 5-0-0; motion carried unanimously.

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- 354 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 355 approve one (1) FY21 Accounts Payable Manifest in the amount of \$349,750.78 dated March
- 356 2, 2021, subject to review and audit.
- 357 By roll call vote: Selectman Brew aye; Selectman D'Angelo aye; Selectman Grella aye;
- 358 *Selectman Panasiti* yes; Chairman Lyon aye. 5-0-0; motion carried unanimously.

- 360 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to
- 361 approve one (1) FY21 Accounts Payable Manifest in the amount of \$25,725.21 dated March
- 362 *3, 2021, subject to review and audit (NH DMV).*

363 364	By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye, Selectman Panasiti – yes; Chairman Lyon – aye. 5-0-0; motion carried unanimously.		
365			
366	A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to		
367	approve one (1) FY21 Accounts Payable Manifest in the amount of \$23,855.10 dated March		
368	3, 2021, subject to review and audit (NH DMV).		
369	By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;		
370	Selectman Panasiti – yes; Chairman Lyon – aye. 5-0-0; motion carried unanimously.		
371	ANOTION 1.1 G.L. B. W. IGEGOVERD I G.I.A. DIA I.		
372	A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to		
373	approve the meeting minutes of February 8, 2021, 6:00pm Non-Public, as presented.		
374	By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;		
375 376	Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.		
370 377	A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to		
378	approve the meeting minutes of February 8, 2021, 6:30pm, as presented.		
379	By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;		
380	Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.		
381	selectimum I undstit "dye, endirman Byon" dye. 3 0 0, monon carried undnimously.		
382	7. Action Items		
383	The Board reviewed its action items.		
384			
385	8. Old/New Business		
386	Selectman D'Angelo stated that the Amherst School Board voted to approve the change in		
387	start times for Amherst schools to begin in the fall.		
388			
389	Chairman Lyon noted that he and Town Administrator Shankle have been invited to attend the		
390	SAU's Joint Facilities Committee meeting regarding possible changes to the Clark School on		
391	Monday afternoon.		
392			
393	A MOTION was made by Selectman Panasiti and SECONDED by Selectman Grella to		
394	adjourn the meeting at 8:26pm.		
395	By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;		
396	Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.		
397			
398	NEXT MEETING: Monday, March 22, 2021		
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401			
402	Coloctus an Dood Day opiti		
403	Selectman Reed Panasiti Date		