



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
MONDAY, MAY 10, 2021 6:30 PM

You are invited to a Zoom webinar.

When: May 10, 2021 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen 05/10/2021

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87408935798>

Or Telephone: (312) 626-6799 Webinar ID: 874 0893 5798

If you have trouble accessing this meeting, please call (603) 440-8248

- 1. Call to Order**
- 2. Board of Health**
 - 2.1. Waiver, Septic Regulation Ordinance
- 3. Citizens' Forum**
- 4. Scheduled Appointments**
 - 4.1. Trustees of the Trust Fund
 - 4.2. July 4th Committee
- 5. Administration**
 - 5.1. Administrative updates, including discussion regarding town deliberative session and upcoming voting.
 - 5.2. Discussion and possible approval of the 4th of July Committee's updated bylaws.
- 6. Staff Reports**

- 6.1. Assessing Revaluation CRF Withdrawal Request
- 6.2. Part-Time Crossing Guard - Approval of New Hire
- 6.3. Master Plan Contract
- 6.4. Amherst St. Letter to BOS answers
- 6.5. Donation to Town of three disease resistant Elm trees.

7. Approvals

- 7.1. Assessing-Veteran Tax Credit
- 7.2. Assessing-Elderly Tax Exemption
- 7.3. Assessing - Elderly Exemption Denial Recommendation
- 7.4. Assessing - Abatement
- 7.5. Assessing - Application for Total Religious Exemption RSA 72:23, III
- 7.6. AP, Payroll and Minutes Approvals

8. Action Items

9. Old/New Business

Adjournment

Next Meeting: May 24, 2021



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Waiver, Septic Regulation Ordinance **Department:** Board of Health
Meeting Date: May 10, 2021 **Staff Contact:** Scott Tenney

BACKGROUND INFORMATION:

Meeting Date: May 10, 2021
Issued By: Scott P. Tenney, Health Officer
Property Owner: Brett O. Wilson Family Trust
Applicant/Agent: Sanford Surveying and Engineering, C/O Tastee Kone
Location of Property: 272 Route 101
Map/Lot: Map 8 Lot 3-1

OVERVIEW:

Waiver request for a new Individual Sewage Disposal System (ISDS), pursuant to Amherst Septic Ordinance §G, art. XII. (E), that would separate and allow a standalone ISDS for the Tastee Kone food trailer.

BACKGROUND/CHRONOLOGY:

- On April 19, 2012, the property received Non-Residential Site Plan approval from the Amherst Planning Board, for the relocation of the Tastee Kone food trailer on this property. This plan allowed, with approval from NH Dept. of Environmental Services to tie-in the food trailer and Patio Barn into a combined ISDS (DES Approval # CA2012108495).

On April 13, 2021, a septic system permit was submitted to the Office of Community Development. Due to an ownership change of Tastee Kone, NH DES has required that a new ISDS be installed solely for the food trailer. That permit was *denied* pending a waiver approval from the Board of Health.

SUBMITTED ITEMS:

- Proposed septic plan
- Waiver request letter from design engineer
- Amherst waiver request form

REQUIREMENTS:

- Pursuant to §G, art. XII (E), "Requests for waivers from specific requirements of

this ordinance must be approved by the Board of Health. Prior to granting a waiver from any specific requirement of this ordinance, the Board of Health shall find, by majority vote, that:

1. Strict conformity with the regulation from which such waiver has been requested would pose an unnecessary hardship to the applicant; and the granting of the waiver will not be contrary to the spirit and intent of this ordinance; or
2. Specific circumstances relative to the property in question or special conditions inherent in the property itself indicates the waiver will properly carry out the spirit and intent of this ordinance.”

- Pursuant to §G, art. XI (A) (11); All new ISDS systems are required to be designed to a minimum percolation rate of twelve (12) minutes per inch.

- Similarly, NH Dept. of Health and Human Service, Food Protection Bureau require toilet and lavatory facilities for all employees of food service establishments. They have proposed the continued use of a portable toilet to serve this requirement.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUMMARY:

In order to obtain NH-DES approval for a new ISDS, the Town would first need to approve a waiver against our septic regulations, as we are a registered “pre-approval town” with the state. Based on the design intent, calculated percolation rate of 5-minutes per inch and average of 40-gallons per day within a 450 square foot effluent disposal area, this office has no objection to a waiver being granted for the proposed system, with the following conditions:

1. The waiver is granted for a seasonal use only system
2. No restroom/ toilet facility is to be added to the system

SUGGESTED MOTION:

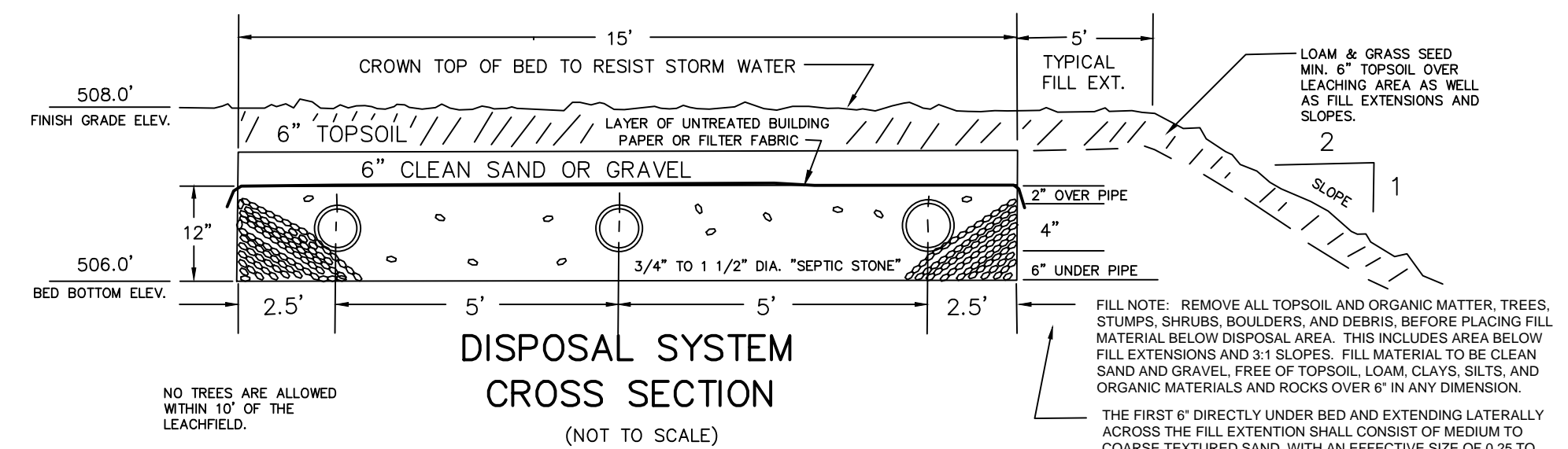
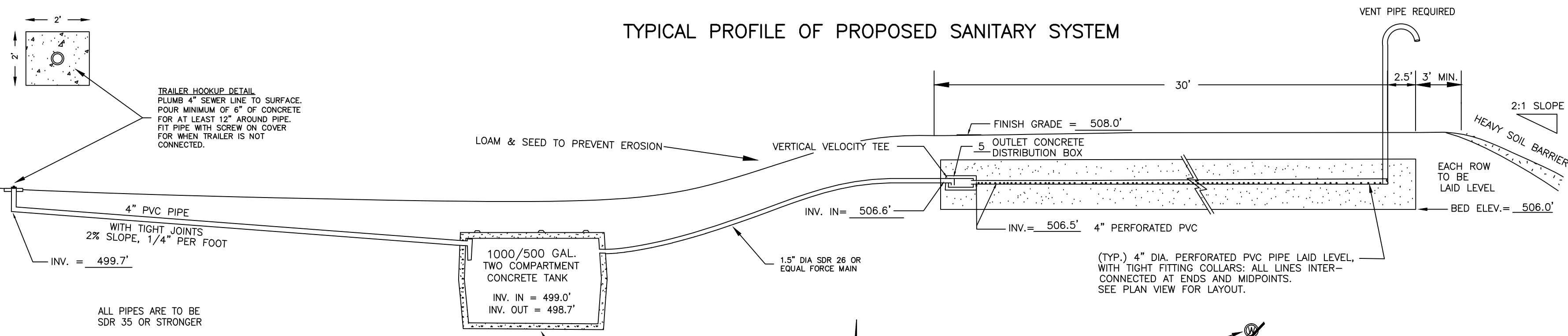
TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Tastee Kone Septic 4-13-21

2. Town Waiver Request Form
3. Waiver Request Letter

TYPICAL PROFILE OF PROPOSED SANITARY SYSTEM



DISPOSAL SYSTEM CROSS SECTION
(NOT TO SCALE)

GENERAL NOTES:

- DESIGN INTENT: THE BOTTOM OF THE EFFLUENT DISPOSAL SYSTEM (EDS) SHALL BE CONSTRUCTED AT 506.0' ELEVATION, AND IS APPROXIMATELY 1.0' BELOW ORIGINAL GRADE ON THE HIGH CONTOUR OF THE EDS.
- DESIGN CRITERIA AND CALCULATIONS:
 - PROPOSED EDA IS FOR A SEASONAL ICE CREAM STAND (TRAILER HOOKUP) THE FACILITY HAS TWO SOFT SERVE MACHINES AND A HOT DOG STEAMER. SYSTEM SERVES KITCHEN WASTE ONLY, NO BATHROOMS. BASED ON PRIOR YEARS USE, A 275 GAL. PLASTIC ABOVE GROUND HOLDING TANK WAS PUMPED ONCE A WEEK TO MEET GRAY WATER FLOW.
 - (275 GAL/WEEK) / 7 DAY = 40 GALS/DAY SYSTEM SIZED FOR 300 GPD
 - 5 MINUTES PER INCH PERCOLATION RATE = 147.5 SF/100GPD.
 - REQUIRED SQUARE FEET OF LEACHING AREA = 3x148 = 444 SF
 - PROVIDED SQUARE FEET OF LEACHING AREA = 450 SF
- EFFLUENT DISPOSAL AREA IS TO BE A 15' X 30' STONE AND PIPE
- TO THE BEST OF MY KNOWLEDGE, THERE ARE NO POORLY DRAINED SOILS WITHIN 100' OR VERY POORLY DRAINED SOILS WITHIN 100' OF THIS SYSTEM.
- IF FAILURE OCCURS, THIS SYSTEM IS TO BE REBUILT IN-PLACE.
- ALL THE CONNECTIONS BETWEEN A SEPTIC TANK AND THE PIPES LEADING TO AND EXITING FROM THE SEPTIC TANK SHALL BE SEALED WITH A WATERTIGHT, FLEXIBLE JOINT CONNECTOR.
- THIS IS NOT A BOUNDARY SURVEY. THE TOPOGRAPHY WAS PRODUCED USING AN ELECTRONIC TOTAL STATION BY THIS OFFICE.
- INSTALLER NOTE: IT SHALL BE THE RESPONSIBILITY OF THE INSTALLER TO NOTIFY THIS FIRM OF ANY ERRORS OR OMISSIONS OR VARIATIONS WITH RESPECT TO THIS DESIGN, AND TO DO SO IMMEDIATELY UPON FINDING OR CREATION OF SUCH.
- WELL STATUS: WATER IS PROVIDED FROM AN EXISTING WELL.
- TANK TO BE 1000/500 GAL CONCRETE FROM LAMARRE CONCRETE OF ADAMS HILL ROAD GREENVILLE, NH (OR EQUAL). OUTLET BAFFLE IN LONG COMPARTMENT SHALL BE PLUMBED 6" TO 12" FROM TANK BOTTOM.
- DISTRIBUTION BOX IS TO BE CONCRETE FROM LAMARRE CONCRETE OR EQUAL. ALL OUTLETS SHALL HAVE POLYLOK FLOW EQUALIZERS INSTALLED.
- APPROVAL OF THIS PLAN ALLOWS CONSTRUCTION OF A CONVENTIONAL SYSTEM ONLY. CONSTRUCTION OF ANY OTHER TYPE OF SYSTEM REQUIRES SEPARATE DESIGN DRAWING, SUBMISSION, AND NHDES APPROVAL.
- THERE IS NO KNOWN BURIAL SITE OR CEMETERY ON THE LOT WITH 100' OF ANY COMPONENT OF THE ISDS.
- THE CONTRACTOR IS TO GRADE BETWEEN THE EDA AND THE HOUSE SUCH THAT IT DRAINS FREELY AWAY FROM BOTH THE HOUSE AND THE EDA. TO THE BEST EXTENT POSSIBLE, ROOF DRAINAGE IS TO BE ROUTED AROUND THE EDA AND NOT OVER IT. IN NO CASE SHOULD THERE BE DEPRESSIONS AROUND THE FOUNDATION OR EDA ALLOWING STORMWATER TO POOL.

CAUTIONARY NOTE:

THIS IS A GRAY WATER SYSTEM ONLY THAT HISTORICALLY NEEDS TO HANDLE 40 GPD OF GRAY WATER.

THE FOLLOWING WAIVERS ARE REQUESTED BASED ON THOSE CONDITIONS:

- NHDES EnvWq 1010.02 SEPTIC TANK CAPACITY FOR COMMERCIAL SYSTEMS. BECAUSE THE WASTE WATER IS GRAY WATER ONLY AND THERE ARE NO SOLIDS, A WAIVER IS BEING REQUESTED TO ALLOW THE INSTALLATION OF THIS GRAY WATER SYSTEM WITHOUT A SEPTIC TANK. A GRAVITY GREASE INTERCEPTOR WILL BE UTILIZED TO SEPARATE CREAMS AND FATS FROM THE ICE CREAM WASTE OUT OF THE GRAY WATER.
- TOWN OF AMHERST'S ORDINANCE SECTION G ARTICLE XI(A)11 - DUE TO THE NATURE OF THIS SYSTEM'S WASTE WATER BEING GRAY WATER ONLY, A WAIVER IS BEING REQUESTED TO ALLOW A PERCOLATION RATE OF 5 MINS/INCH TO BE USED.

IN SUMMARY, THE EDA IS DESIGNED TO HANDLE A FUTURE BATHROOM BUT THE TANK IS NOT ADEQUATE. NO SOLIDS ARE TO BE ALLOWED WITHOUT A REVISED DESIGN AND NEW APPROVAL.

LOT LOADING

TOTAL LOT AREA = 1.48 Ac
SOIL TYPE UGa - UDIPSAMMENTS NEARLY LEVEL (GROUP I) USEABLE AREA EXCLUDING WETLANDS STEEP SLOPES, LEDGE AND AREA WITHIN WELL RADIUS = 1.125 AC.
1.0 SOIL FACTOR
 $Q = (1.125/1.0) \times 2000 = 2,250 \text{ GPD}$
EXISTING LOADING (CA# 51744) 500 GPD
PROPOSED LOADING 300 GPD
TOTAL LOADING 800 GPD
TOTAL LOADING 800 GPD < ALLOWABLE LOADING 2,250 GPD

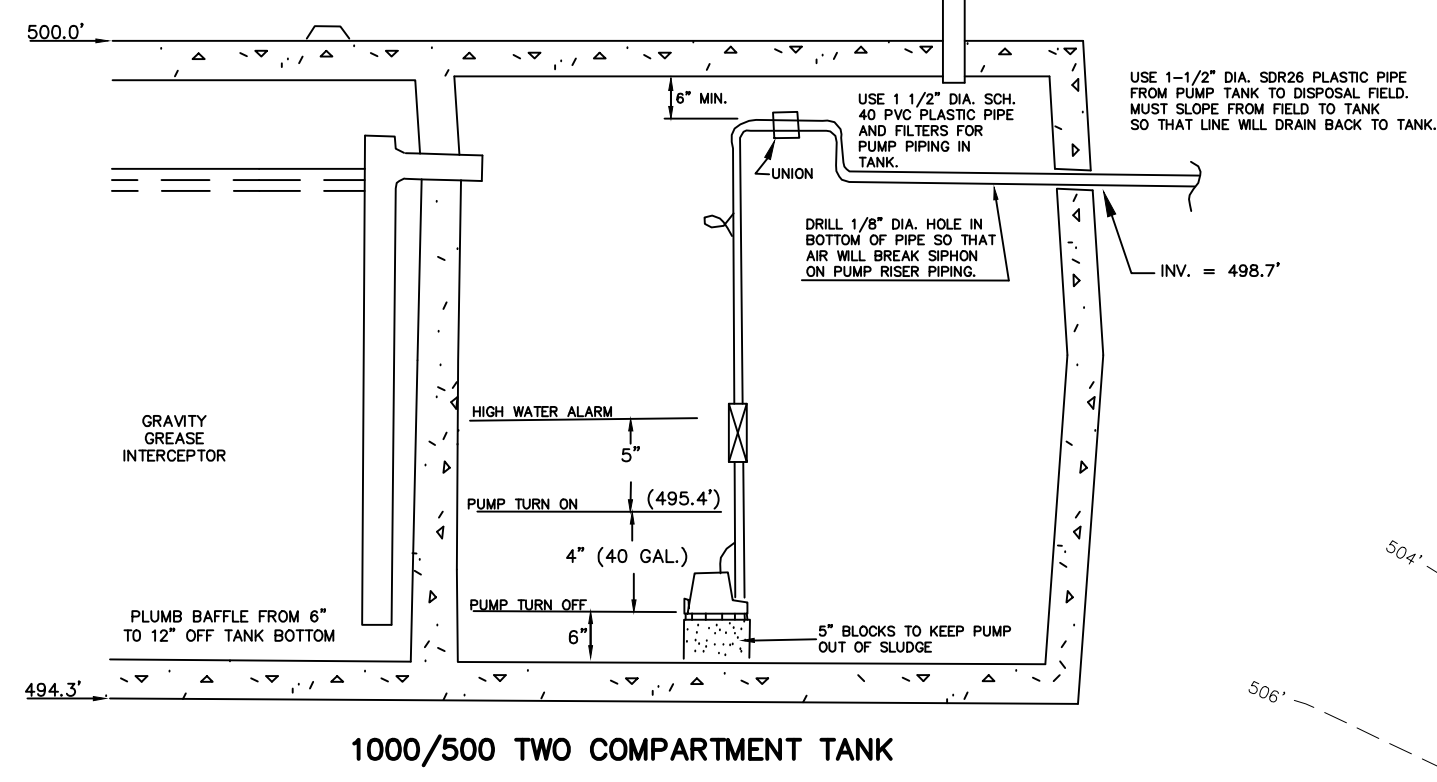
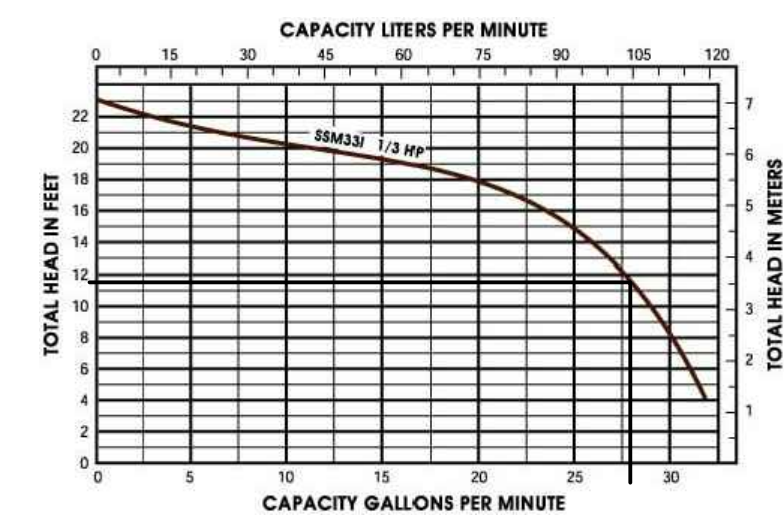
TOWN NOTES

- DUE TO THE NATURE OF THIS SYSTEM'S WASTE WATER BEING GRAY WATER ONLY, A WAIVER IS BEING REQUESTED OF THE TOWN OF AMHERST'S ORDINANCE SECTION G ARTICLE XI(A)11, TO ALLOW A PERCOLATION RATE OF 5 MINS/INCH TO BE USED.
- THE PROPOSED LEACHFIELD IS GREATER THAN 100' TO THE EXISTING WELL.
- THE PROPOSED TANKS ARE LOCATED GREATER THAN 75' TO THE EXISTING WELL.
- THE SUBJECT PROPERTY DOES FALL WITHIN THE BLUE SHADED AREA OF THE AQUIFER CONSERVATION WELLHEAD PROTECTION DISTRICT.
- NO STREAMS, SURFACE WATER, POORLY DRAINED SOILS AND VERY POORLY DRAINED SOILS, OR WETLANDS ARE WITHIN ONE HUNDRED (100) FEET OF ALL COMPONENTS OF THE PROPOSED WASTEWATER DISPOSAL SYSTEM.

OWNER TAKE NOTE:

- OWNER IS RESPONSIBLE TO MAINTAIN A CONSISTANT PUMPING SCHEDULE (AS MENTIONED BELOW) AND TO CHECK AND RECORD INTEGRITY OF THE TANK(S) AT EACH PUMPING. IT IS THE OWNER'S RESPONSIBILITY TO REPAIR OR REPLACE TANKS UPON THE DISCOVERY OF ANY DEFICIENCIES.
- ENV-W 1023.01 SEPTIC TANK INSPECTION AND PUMPING REQUIREMENTS.
 - (a) SEPTIC TANKS SHALL BE INSPECTED FOR ACCUMULATION OF SLUDGE AND SURFACE SCUM AT LEAST ONCE EVERY YEAR.
 - (b) WHEN THE COMBINED THICKNESS OF THE SLUDGE AND SURFACE SCUM EQUAL 1/3 OR MORE OF THE TANK DEPTH, THE TANK SHALL BE PUMPED BY A LICENSED SEPTIC TANK PUMPER.

THESE REQUIREMENTS ARE IN ACCORDANCE WITH PART ENV-W 1023 OPERATING REQUIREMENTS, OF THE N.H. DEPT. OF ENVIRONMENTAL SERVICES WATER SUPPLY AND POLLUTION CONTROL DIVISION.
 - THIS SYSTEM HAS BEEN DESIGNED FOR THE DISPOSAL OF SEWAGE PRODUCED BY HUMANS AND NORMAL KITCHEN, BATHROOM, AND LAUNDRY WASTE ONLY. ADDITION OF ANY WASTE OTHER THAN NOTED ABOVE MAY RESULT IN PREMATURE FAILURE OF THE SYSTEM, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 - WASTE PRODUCED WITH A GARBAGE GRINDER/DISPOSAL, DRAIN WATER FROM AN OVERSIZED TUB, WATER CONDITIONER FLUSH, EXCESSIVE COOKING FAT, PAINTS OR OTHER CHEMICALS, OR ANY COMMERCIALLY GENERATED WASTE. CONSULTATION WITH A LICENSED DESIGNER IS NECESSARY IF ADDITIONAL USE OR A CHANGE IN USE IS PROPOSED AT ANY TIME.
 - THIS SYSTEM HAS NOT BEEN DESIGNED TO, NOR SHALL IT BE ALLOWED TO, BE DRIVEN UPON, OR PARKED UPON, NOR SHALL ANY VEHICLES, LIVE-STOCK AND OR ANY OTHER HEAVY OBJECTS BE ALLOWED ON THE LEACHFIELD OR THE SEPTIC TANK.
 - THERE SHALL BE NO GARBAGE DISPOSAL USED WITH THIS SYSTEM.



1000/500 TWO COMPARTMENT TANK

PUMP NOTES:

- USE A MYERS SSM331 SERIES 1/3 EFFLUENT PUMP. FLOATS ARE SET TO PROVIDE ONE 40GAL DOSE/DAY.
- STATIC HEAD (10.7') + FRICTION LOSS (0.8') = TOTAL HEAD (11.5').
- PUMP IS CAPABLE OF 28 GPM AT 11.5' OF HEAD.
- THE PUMP WILL OPERATE FOR 1.4 MINS/DOSE.
- A HIGH WATER ALARM SHALL BE INSTALLED ON A PEDESTAL NEAR THE PUMP CHAMBER AND SHALL BE WIRED ON A SEPARATE CIRCUIT FROM THE PUMP.
- ALL ELECTRICAL CONNECTIONS ARE TO BE DONE BY AN ELECTRICIAN LICENSED IN THE STATE OF NH.

WETLAND NOTE:

THE WETLAND INVESTIGATION WAS PERFORMED IN ACCORDANCE WITH Env-Wq 1014.06. NO WETLANDS WILL BE AFFECTED BY THE PROPOSED DESIGN.

NRCS SOIL DATA:

UdA UDIPSAMMENTS, NEARLY LEVEL

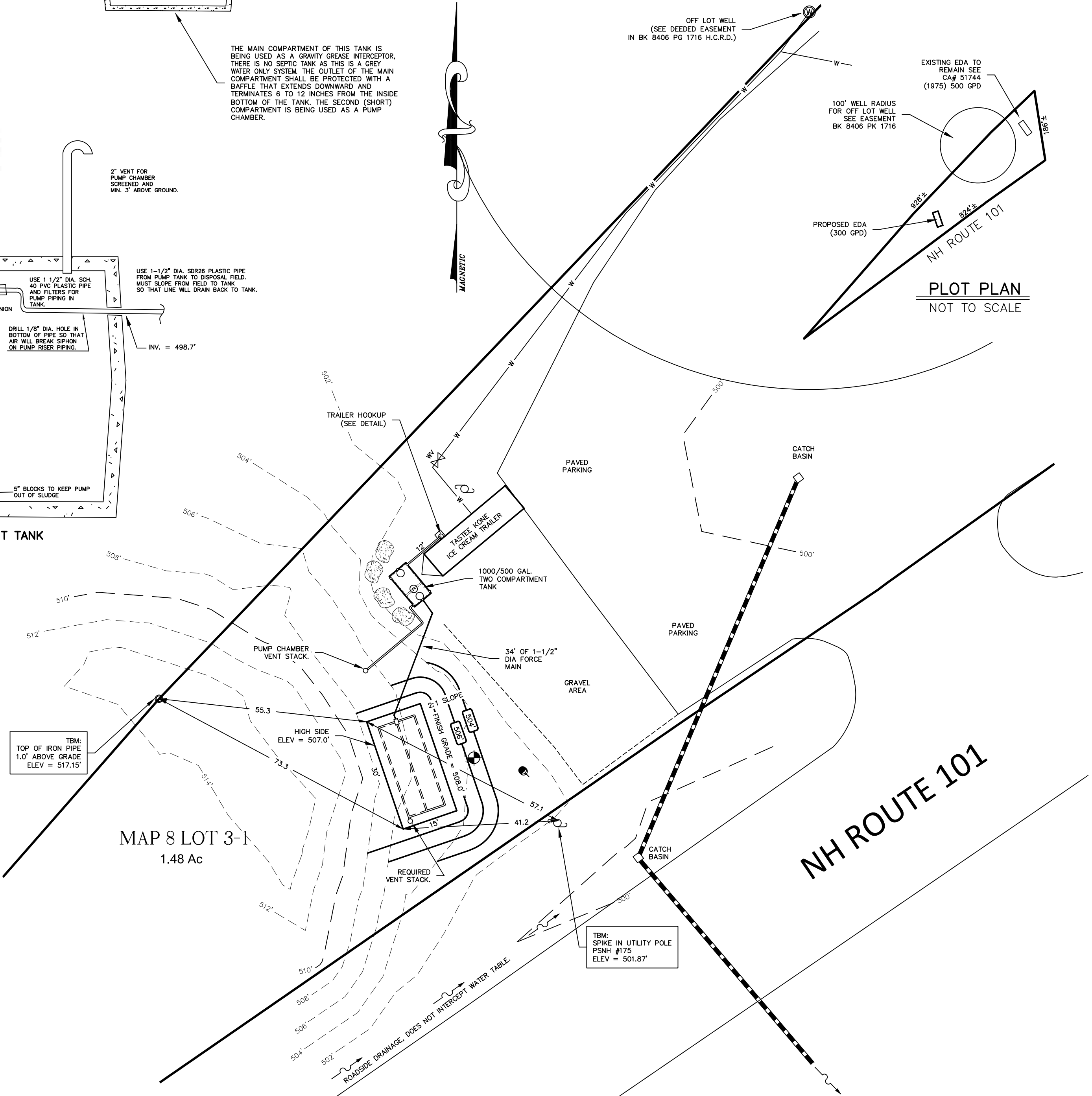
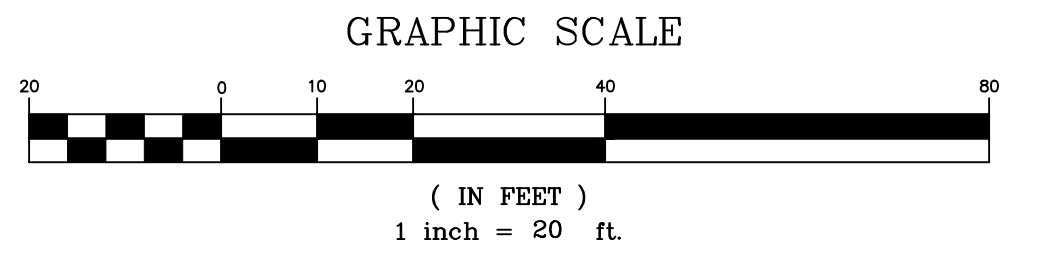
TEST PIT DATA:

0" - 12"	10YR 3/3 FINE SANDY LOAM, FRIABLE, GRANULAR
12" - 48"	10YR 6/4 MED. SAND, FRIABLE, SINGLE GRAIN
48" - 60"	2.5Y 5/4 FINE SAND, FRIABLE, SINGLE GRAIN
60" - 72"	2.5Y 4/2 FINE GRAVELLY SAND, FRIABLE, MASSIVE

HOLE TERMINATED @ 72"
HEAVY ROOT MASS TO 36"
FEW ROOTS TO 60"
NO LEDGE OBSERVED
NO WATER OBSERVED
ESHWI > 72"
PERC RATE: 4 MIN/INCH @ 50"

BOUNDARY NOTE:

THIS IS NOT A BOUNDARY SURVEY. BOUNDARY LINES SHOWN ARE APPROXIMATE AND ARE SUBJECT TO ADJUSTMENTS UPON FULL BOUNDARY SURVEY.



INDIVIDUAL SEPTIC SYSTEM DESIGN

FOR
TASTE KONE
MAP 8 LOT 3-1

LOCATED AT
272 ROUTE 101
AMHERST, NH.

LOCUS
NOT TO SCALE

SANDFORD SURVEYING AND ENGINEERING

597 NEW BOSTON ROAD, BEDFORD, NH 03110 (603)472-2265
BOUNDARY SURVEYS ~ SUBDIVISIONS ~ SITE PLANS ~ STRUCTURAL ~ SEPTIC DESIGNS

OWNER/CONTACT MAILING ADDRESS: BRET O WILSON FAMILY TRST
57 KENBERMA STREET
MANCHESTER, NH 03103

APPLICANT: EARL SANDFORD PERMIT #1203
DRAWN BY: PMS DATE: 4/2/21
SCALE: 1" = 20' PLAN # JON04021052

REVISIONS

NO.	DATE	DESCRIPTION	BY



Repairs Waiver Request Form Septic System Ordinance

Address of Project: 272 Route 101

Applicant Sandford Surveying & Engineering, Inc.

Date 4/28/21

When an existing septic system is proposed to be repaired or replaced, the applicant may request in writing to waive specific requirements of the Septic System Ordinance as they pertain to the specific property. The applicant shall present reasons in writing why the waiver is needed in accordance with Article XII.E of the Septic System Ordinance.

The Zoning Administrator and Health Officer may grant a repair waiver to provide reasonable and functioning facilities where in the opinion of the Administrator, with the agreement of the Health Officer, the mandatory requirements of these Septic System Regulations would impose an unnecessary hardship upon an applicant proposing to repair or replace an existing septic system, provided that such waiver will not have the effect of nullifying the intent and purposes of the Zoning Ordinance or the Master Plan.

All approved Repair Waivers shall be noted on the plans, indicating the paragraphs waived and a general description of the waivers.

Repairs Waiver - Please provide a brief description of the waiver request:

Septic System Ordinance - Section G(XI)A-11

Reason: _____

We are requesting a waiver of the 12 minutes per inch minimum EDA sizing requirement as the business operates seasonally only and the waste water consists entirely of gray water. In addition, the system design flow is a minimal 40 gallons per day, only 13% of the volume for which the system is designed.

For Staff Use Only:

_____	_____	_____	_____
Health Officer	Date	Zoning Administrator	Date

Subsurface Systems Bureau ePermit: Construction Application - Waivers

Project Identifier and Status (read-only)

Application Date: 4/5/2021

Work Number: 202101696

Project Status: UNSUBMITTED

General Info

Technical Info

Waivers

Documents

Replacement Info

Submittal

About Waivers

RSA 485-A:41, IV allows the Commissioner to grant waivers. Waivers may be granted in accordance with Administrative Rules Section Env-Wq 1001.03 of Chapter Env-Wq 1000.

Information regarding Waivers may be found in the [Individual Septic System and Subdivision Rules](#).

Revise Waiver

Rule to be waived:

ENV-WQ 1010: SEPTIC TANKS

Rule section:

02: SEPTIC TANK CAPACITY FOR COMMERCIAL AND LARGE RESIDENTIAL STRUCTURES

Why do you need to waive this Rule? (Explain any hardship here.)

THE SYSTEM IS DESIGNED FOR GRAY WATER ONLY. THERE ARE NO SOLIDS TO SETTLE OUT.

What is your proposed alternative to complying with this Rule? Describe in detail.

ALLOW THE SYSTEM TO BE INSTALLED WITHOUT A SEPTIC TANK. A GRAVITY GREASE INTERCEPTOR, HOWEVER, WILL BE USED TO SEPARATE CREAMS AND FATS FROM THE ICE CREAMS.

Granting of the waiver is consistent with the intent of RSA 485-A: *Water Pollution and Waste Disposal* because it will: (check all that apply)

- protect water supplies. (For example, using special methods of well construction pursuant to We 602.05(f) and (k).)
- prevent pollution in the surface and groundwaters of the state.
- prevent nuisances and potential health hazards.

Special Considerations for this Waiver

- Attach backup calculations and/or data via the Document Manager to support this request.

Required Acknowledgements

The Owner must acknowledge and agree to the Waiver requested by signing the "Owner Letter" generated on the "Manage App" Tab. The letter must be uploaded on the "Documents" Tab for this application.

Save Changes

Cancel

April 29, 2021

Re: Tastee Kone – Waiver Request of Section G Article XI(A)11.

Mr. Scott Tenney
Code Enforcement Officer
Health Officer
Town of Amherst

Dear Mr. Tenney

We are requesting a waiver of Amherst's Septic System Ordinance Section G Article XI(A)11 requiring 12 minutes per inch minimum for EDA sizing. There are unique circumstances of this system that makes the 12 minute per inch requirement unreasonable. Enclosed, you should find a pumping receipt for Tastee Kone's 275 gallon holding tank. This document supports our flow calculation. Below is our flow calculation and can be found on the plan under general notes #2:

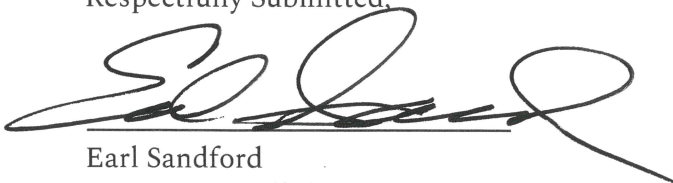
2. DESIGN CRITERIA AND CALCULATIONS:

~ PROPOSED EDA IS FOR A SEASONAL ICE CREAM STAND (TRAILER HOOKUP) THE FACILITY HAS TWO SOFT SERVE MACHINES AND A HOT DOG STEAMER. SYSTEM SERVES KITCHEN WASTE ONLY, NO BATHROOMS. BASED ON PRIOR YEARS USE, A 275 GAL. PLASTIC ABOVE GROUND HOLDING TANK WAS PUMPED ONCE A WEEK TO MEET GRAY WATER FLOW.
(275 GAL/WEEK) / 7 DAY = 40 GALS/DAY
SYSTEM SIZED FOR 300 GPD

The calculated flow of forty gallons per day is 13.3% of the required minimum flow of 300 gallons per day. Using Amherst's 12 minutes per inch minimum EDA sizing, the minimum required bed size is 600 square feet. Applying this system's 13.3% flow to the 600sf. minimum EDA size equates to an EDA approximately 80 sf in size. We are proposing an EDA of 450sf.

We believe this site is unique due to the seasonal use, minimal flow and gray water only wastewater. Granting this waiver would not only result in an adequately sized EDA but would be a reasonable alternative.

Respectfully Submitted,



Earl Sandford

Senior Engineer, Sandford Surveying and Engineering, Inc.

P.E., L.L.S., C.W.S.

earl@sandfordsurvey.com

Pete's Toilet Rentals LLC

PO Box 1290
Plaistow, NH 03865 US
603-389-7394
PetesToiletRentals@gmail.com
www.PetesToiletRentals.com

Invoice



BILL TO
Tastee Kone email

SHIP TO
Tastee Kone 272 NH Rt 101 Amherst, NH

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
6162	07/10/2020	\$535.00	08/09/2020	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	pump holding tank	pump holding tank. price is for each single pumping 6/3, 6/10, 6/17, 6/24	4	100.00	400.00
	Toilet Rental	Portable Toilet Rental monthly 6/4/20 to 7/4/20	1	135.00	135.00

Please be sure to return top portion of your bill with payment

BALANCE DUE **\$535.00**

Want to go paperless? Send us your email!

We have news!

Pete's Toilet Rentals has recently expanded its coverage area! Now we are able to assist customers' needs in the NH Seacoast, Dover region, Nashua region, Manchester region, Concord region, and Tilton region.

Pete's Toilet Rentals LLC
PO Box 1290
Plaistow NH 03865
603-389-7394

\$25 fee on returned checks - 15% interest on accounts after 30 days past due - 90 days past due accounts will be sent to a collection agency

To: Town of Amherst Selectman
Fr: Trustee's of the Trust Funds
Re: Capital Reserve Funds & Common Trust Funds

The Trustee's of the Trust Funds met on 1/27/2021. A discussion was had regarding a new Capital Reserve Fund being proposed at the Town level. While we do not believe it is the Trustee of the Trust Funds job to advise on any proposed warrant article, we do feel it is important to remind each board about how Capital Reserves and Common Trust Funds are held and invested currently.

Capital Reserve Funds:

Per NH RSA 35:9 Said capital reserve funds shall be invested only in deposits in any federally or state-chartered bank or association authorized to engage in a banking business in this state, or in bonds or notes of this state, in such stocks and bonds as are legal for investment by banks and associations chartered by this state to engage in a banking business, or in participation units in the public deposit investment pool established pursuant to RSA 383:22, or in obligations with principal and interest fully guaranteed by the United States government

The Trustee's of the Trust funds pool all Capital Reserves. They are invested in a manner in which we maintain a level of liquidity to meet the anticipated and unanticipated expenses that these Capital Reserves are designed for. In that light and in response to current interest rates, we are finding it increasingly difficult to get desired yields on the holdings. Currently 6 - 12 month CD's are only yielding 15 basis points and Cash is yielding 3 basis points. We have a current investment management agreement with Cambridge Trust in which we do not pay any management fees on the Capital Reserve Funds. However, inflation is currently running at a rate of approximately 1.8% annually. Consequently, the purchasing power of the Capital Reserve's currently held are losing approximately 1.6% annually in real value. Below are the most current interest rates from Cambridge Trust,

Fixed Income CD Rates

Maturity	CD	Treasury
3 month	0.05%	0.03%
6 month	0.05%	0.05%
9 month	0.02%	0.06%
1 year	0.05%	0.06%
2 year	0.15%	0.10%
3 year	0.20%	0.19%
4 year	0.30%	0.31%
5 year	0.45%	0.48%

The bond issues listed are based on availability. Price and yields as of February 12, 2021. Prices reflect current market valuations and fluctuate daily

2/16/21

CAMBRIDGE TRUST
PRIVATE BANKING HEALTH MANAGEMENT

A Listing of The Capital Reserves held are attached as exhibit A. This listing includes the Funds Purpose, Total Value, Total amount added over the past 5 years, and total amount expended over the past 5 years. We have also included a column of when the fund was last drawn on and an estimate of the net effects of inflation for the 2020 / 21 Fiscal year.

For reference purposes, the total amount held in Capital Reserves over the past 20 years were:

7/1/2000	\$489,760.31
7/1/2010	\$796,228.56
7/1/2020	\$2,534,361.50

Common Trust Funds:

Trust funds are established for a variety of purposes. In General, they are often Gifts made to the town or schools that are designed to create a perpetual income stream for that purpose. Consequently, from the perspective of the Trustees of the Trust Funds we have 2 objectives when investing the funds.

1. To increase the principal balance of the fund over time,
2. To create an income stream (yield) annually to provide liquidity for the purpose of the Trust.

The resulting investment strategy is often a balanced approach to meet both objectives.

From an accounting perspective, the Principal and Income of the Trusts are kept separate.

1. Principal: This is the value of the original gift grown over time. This amount is NOT available for expenditure. It is a perpetual investment to create income for the intended Trust Purpose.
2. Income: This is the collection of annual interest, dividends, etc created by the investment of the Principal. This “income” is accounted for separately and is not re-invested (unless specifically stated to do so by the original trust). In simple terms, it was the intent of the original creation of the Trust that these funds be expended annually or in a reasonable time frame in accordance with the terms of the Trust.

These funds invested in 100% guaranteed assets. Currently that yield is between 3 and 35 basis points. In addition, in accordance with our current Investment Management agreement with Cambridge Trust we pay a management fee of 80 Basis Points. Then there is inflation that is currently running at approximately 1.6% annually. Consequently the Real Purchasing Power of funds held in the Income side of the Common Trust Funds is losing approximately 2% annual in real purchasing power.

$$(+.25 \text{ (interest)} - .80 \text{ (Fees)} - 1.60 \text{ (Inflation)}) = -2.15\%$$

We encourage all Boards to look closely at the intent of the Trusts and develop plans to expend the available income on a timely basis.

Attached as exhibit B are the Current Trust Funds held including The Trust Fund name; Total Principal, Total Income, Annual Estimated Income, Total Expenditures last Year, Average Expenditure past 5 years, and Average expenditure (5 years) as a percentage of total Income Available.

The Exhibits are only showing funds related to the Town of Amherst.

TOWN OF AMHERST, NH
 REPORT OF THE TRUSTEES OF TRUST FUNDS
 CAPITAL RESERVE FUND (ACCOUNT NUMBER XXX0225)

FUND NAME	DATE OF CREATION	PURPOSE	RINCIPAL 12/31/202			Thru 12/31/2020			2020 YTD			2019 YTD			2018 YTD			2017 YTD			2016 YTD			
			PRINCIPAL ENDING FAIR VALUE	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME	PRINCIPAL NEW FUNDS	PRINCIPAL WITHDRAWALS	INCOME
AMBULANCE FUND	3/1/2011	POLICE/FIRE	\$ 95,675.89	\$ -	\$ -	\$ 162.28	\$ -	\$ -	\$ 1,460.40	\$ -	\$ -	\$ 1,831.54	\$50,000.00	\$ 991.25	\$ 209,094.00	\$ 317.88	\$ 627.73							
ASSESSING REVALUATION FUND	3/9/2004	CAPITAL RESERVE (OTHER)	\$ 110,307.36	\$ 25,000.00	\$ -	\$ 186.14	\$ 25,000.00	\$ -	\$ 1,254.96	\$ 25,000.00	\$ -	\$ 1,110.54	\$25,000.00	\$ 340.40	\$ 25,000.00	\$ 17,773.50	\$ 31.86	\$ 25,000.00	\$ 83,226.50	\$ 173.48				
BRIDGE REPAIR AND REPLACEMENT FD	3/9/2010	MAINTENANCE AND REPAIR	\$ 585,861.42	\$ 200,000.00	\$ -	\$ 986.12	\$ 200,000.00	\$ 26,929.40	\$ 5,842.69	\$ 115,000.00	\$ -	\$ 3,843.12	\$115,000.00	\$ 1,004.48	\$ 25,000.00	\$ 185.66	\$ 50.63							
COMMUNICATION FUND	3/14/2006	CAPITAL RESERVE (OTHER)	\$ 87,143.55	\$ 25,000.00	\$ (32,284.44)	\$ 195.87	\$ 25,000.00	\$ 1,457.15	\$ 1,407.99	\$ 25,000.00	\$ 13,355.53	\$ 1,410.83	\$25,000.00	\$ 623.17	\$ 25,000.00	\$ 275.03	\$ 15,000.00	\$ 5,069.00	\$ 98.93					
COMPUTER SYSTEM	3/13/2007	CAPITAL RESERVE (OTHER)	\$ 67,373.63	\$ 15,000.00	\$ -	\$ 113.69	\$ 15,000.00	\$ -	\$ 771.11	\$ -	\$ 11,594.27	\$ 679.30	\$15,000.00	\$ 28,612.00	\$ 789.93	\$ 255.47	\$ 150.46							
FIRE RESCUE VEHICLE & EQUIPMENT PURCHASE	3/1/1999	POLICE/FIRE	\$ 996,012.00	\$ 257,000.00	\$ -	\$ 1,679.63	\$ 257,000.00	\$ 620,540.37	\$ 17,648.29	\$ 257,000.00	\$ -	\$ 20,739.12	\$200,000.00	\$ 14.47	\$ 9,006.36	\$ 150,000.00	\$ 2,487.32	\$ 150,000.00	\$ 1,064.55					
HIGHWAY EQUIPMENT FUND	3/8/1977	CAPITAL RESERVE (OTHER)	\$ 17,673.37	\$ -	\$ -	\$ 29.98	\$ -	\$ -	\$ 269.78	\$ -	\$ -	\$ 338.32	\$ -	\$ 196.79	\$ 71.44	\$ 42.06								
RECREATION FIELD ACQ/CONSTR FD	3/13/2007	PARKS/RECREATION	\$ 2,472.88	\$ -	\$ -	\$ 4.19	\$ -	\$ -	\$ 37.74	\$ -	\$ -	\$ 47.33	\$ -	\$ 27.54	\$ 10.00	\$ 5.88								
POLICE STATION RENOVATION FD	3/18/2018	POLICE/FIRE	\$ 609,772.43	\$ 200,000.00	\$ -	\$ 1,026.68	\$ 238,000.00	\$ -	\$ 5,753.99	\$ 200,000.00	\$ 39,000.00	\$ 3,675.13	\$ -	\$ -	\$ 219.69	\$ -								
Totals Town Only			\$ 2,572,292.53	\$ 722,000.00	\$ (32,284.44)	\$ 4,384.58	\$ 760,000.00	\$ 648,926.92	\$ 34,446.95	\$ 622,000.00	\$ 63,949.80	\$ 33,675.23	\$ 130,000.00	\$ 139,354.47	\$ 12,979.92	\$ 225,000.00	\$ 226,867.50	\$ 3,854.35	\$ 190,000.00	\$ 88,295.50	\$ 2,213.72			

FUND NAME	PURPOSE	DATE OF OPERATION	PRINCIPAL BEGINNING FUND BALANCE 12/31/2020	INCOME FROM FUND BALANCE 12/31/2020	6/30/2020				9/30/2020				6/30/2021				9/30/2021				Income (Income - Fee)	Expended as % of New Income	4-17-21 Estimated % of Total Income	Last Year Expended								
					PRINCIPAL NEW FININGS YTD	PRINCIPAL FEES	INCOME YTD	INCOME FEES YTD	INCOME EXPENSED YTD	PRINCIPAL NEW FININGS YTD	PRINCIPAL FEES	INCOME YTD	INCOME FEES YTD	INCOME EXPENSED YTD	PRINCIPAL NEW FININGS YTD	PRINCIPAL FEES	INCOME YTD	INCOME FEES YTD	INCOME EXPENSED YTD	PRINCIPAL NEW FININGS YTD					PRINCIPAL FEES	INCOME YTD	INCOME FEES YTD	INCOME EXPENSED YTD				
ALICE M. WALKERS	Commons Trust (Other)	1/1/2008	47,007.72	32,767.63	\$ -	\$ (128.20)	\$ 482.20	\$ (85.52)	\$ (1,000.00)	\$ -	\$ (249.88)	\$ 1,264.00	\$ (106.42)	\$ (1,000.00)	\$ (237.00)	\$ 1,342.14	\$ (158.62)	\$ -	\$ (251.46)	\$ 1,313.30	\$ (164.31)	\$ -	\$ (218.16)	\$ 1,207.47	\$ (144.10)	\$ (1,000.00)	\$ (3,000.00)	\$ 6,208.10	-50%	-11%	2021	
BETHAN ROGERS FUND	BETHAN ROGERS FUND	1/1/2008	316,801.12	12,660.00	\$ -	\$ (872.20)	\$ 3,140.70	\$ (81.18)	\$ -	\$ (1,887.80)	\$ 8,594.00	\$ (1,151.70)	\$ (25,716.80)	\$ (1,817.00)	\$ 6,125.04	\$ (1,078.44)	\$ -	\$ (1,253.60)	\$ 8,930.36	\$ (1,662.20)	\$ -	\$ (1,600.78)	\$ 2,210.27	\$ (879.81)	\$ (1,000.00)	\$ (10,000.00)	\$ 48,000.00	-20%	-66%	2020		
DAVID E. FEIG	MAINTENANCE AND REPAIR	1/1/2042	35,263.12	3,866.20	\$ -	\$ (86.20)	\$ 346.70	\$ (64.10)	\$ -	\$ (187.20)	\$ 948.22	\$ (124.80)	\$ -	\$ (178.47)	\$ 1,008.80	\$ (118.90)	\$ -	\$ (64.10)	\$ (173.44)	\$ 885.20	\$ (110.77)	\$ -	\$ -	\$ 180.00	\$ (100.00)	\$ (100.00)	\$ 4,724.62	0%	0%	2016		
GEORGE W. PUTNAM	Commons Trust (Other)	1/1/2008	23,818.60	12,717.00	\$ -	\$ (84.10)	\$ (21.10)	\$ (67.70)	\$ (1,000.00)	\$ -	\$ (184.80)	\$ 832.80	\$ (21.21)	\$ (2,000.00)	\$ (118.00)	\$ (75.12)	\$ (75.00)	\$ -	\$ (187.76)	\$ 600.77	\$ (77.16)	\$ -	\$ (188.07)	\$ (63.81)	\$ (172.01)	\$ (2,000.00)	\$ (5,000.00)	\$ 2,116.62	-10%	-6%	2021	
UNRESTRICTED CEMETERY FD	Commons Trust (Other)	1/1/2000	168,033.12	26,242.41	\$ -	\$ (435.10)	\$ 1,987.70	\$ (200.00)	\$ -	\$ (846.80)	\$ 4,287.51	\$ (584.57)	\$ (6,000.00)	\$ (800.00)	\$ (780.38)	\$ 4,446.00	\$ (222.24)	\$ -	\$ (780.38)	\$ 4,446.00	\$ (222.24)	\$ -	\$ (779.27)	\$ 4,073.70	\$ (488.17)	\$ (10,000.00)	\$ (2,338.42)	-15%	-16%	2021		
HOSPITAL CARE	Commons Trust (Other)	1/1/2000	1,841,315.61	265,124.24	\$ -	\$ (3,380.40)	\$ 12,187.10	\$ (2,258.10)	\$ (22,288.17)	\$ -	\$ (6,588.62)	\$ 23,358.41	\$ (4,360.20)	\$ (6,607.44)	\$ (6,278.51)	\$ 24,418.11	\$ (4,168.62)	\$ (16,224.21)	\$ (6,168.24)	\$ 24,600.68	\$ (4,022.06)	\$ -	\$ (2,704.88)	\$ 23,895.80	\$ (2,800.00)	\$ (17,182.12)	\$ (24,478.41)	\$ 180,000.00	-36%	-36%	2021	
Totals Town (and cemetery only)			1,826,385.92	*****	0.00	(4,981.53)	17,947.64	(3,321.01)	(25,326.77)	0.00	(6,694.86)	49,064.82	(8,463.33)	(2,729.99)	0.00	(9,238.49)	52,117.49	(6,199.94)	(31,284.21)	600.00	(8,998.33)	40,991.78	(5,900.82)	(15,980.63)	0.00	(8,300.01)	6,886.10	(5,593.23)	*****	234,335.16		



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

Title: Administrative updates, including discussion regarding town deliberative session and upcoming voting.

Department: Administration

Meeting Date: May 10, 2021

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Discussion and possible approval of the 4th of July Committee's updated bylaws. **Department:** Administration

Meeting Date: May 10, 2021

Staff Contact: Dean Shankle

BACKGROUND INFORMATION:

The July 4th Committee has been working on updating and clarifying their bylaws and they are presenting them to the BOS for approval.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

Clarifying bylaws will make the processes easier to follow and more transparent.

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move we approve the 4th of July Committee bylaws as presented.

TOWN ADMINISTRATOR RECOMMENDATION:

Agree.

ATTACHMENTS:

1. DRAFT Amherst Fourth of July Committee Procedures and Guidelines - 2021-04-14

Amherst July 3rd/4th Celebration Bylaws

Mission:

To provide the residents of the Town of Amherst, NH with a community-focused, family-oriented celebration with limited commercial activity.

Organizational Structure:

The Board of Selectmen will appoint a July 3rd/4th Steering Committee (hereafter referred to as the “Steering Committee”) consisting of five volunteer members. The Steering Committee members will be appointed for three-year staggered terms, with terms beginning on September 1 of each year. The Steering Committee has the authority to appoint working groups of volunteers, as they feel necessary, to carry out the events according to their documented Processes.

Meetings:

At its annual meeting in September, the Steering Committee shall elect a Chair, Vice Chair, and Secretary. In addition, the Steering Committee will appoint working group leaders who will recruit other members as necessary to carry out the events according to the July 3rd/4th committee documented Processes. Working group leaders or members are not required to be members of the Steering Committee.

The Steering Committee may hold other meetings throughout the year as they deem necessary to fulfill their mission.

Any July 3rd / 4th committee meetings consisting of a quorum of the Steering Committee (at least three of the five Steering Committee members present) shall be held in accordance with the NH Right to Know Law. This means that the date, time, and place of the meeting will be publicly posted at least one day prior to the meeting, that the meetings will be open to the public, and that draft minutes shall be made available for public inspection within five business days.

Steering Committee Procedures:

The Steering Committee shall develop an agenda for each Steering Committee meeting, in consultation with other group members.

The Steering Committee shall open each meeting, recognize presenters to speak, put appropriate motions to a vote and decide all questions of order and decorum, in consultation with other group members. The Steering Committee also can schedule emergency and special meetings.

A motion is considered to be passed if a quorum is present and a majority of those present vote in the affirmative.

General Provisions:

Any person or group wishing to participate, perform, have a booth or other presence, or sell or give away goods or services or advertise at the Amherst July 3rd / 4th events must have prior approval from the Steering Committee.

Amherst July 3rd/4th Celebration Bylaws

The Steering Committee will work closely with town departments (Police, Fire/Rescue, Public Works), Town Administration, and the School Administrative Unit regarding issues related to public safety and convenience, including but not limited to, time and place of the fireworks, parade logistics, celebration on the Town Green, and parking.

In the event of a natural or man-made occurrence, including but not limited to a pandemic, the Steering Committee, with support of the Town Administration and Board of Selectmen, reserve the right to cancel or revise/adapt plans and festivities.

Fundraising:

The costs of the July 3rd / 4th celebrations are partially funded by the town of Amherst, NH. The July 3rd/4th committee shall undertake fundraising activities to raise the funds required to underwrite the costs of the celebration that are not covered by town funding. Examples of allowable fundraising activities include, but are not limited to, sale of food, beverages, glowsticks, pins, and stickers. Local business sponsorship and donations are also allowable. All donations must be formally accepted by the Amherst Board of Selectmen to comply with New Hampshire law.

July 3rd / 4th Processes:

The Steering Committee will adopt, and may from time to time amend, July 3rd / 4th Processes. These Processes require approval by a majority of the Steering Committee. Approved updates to these Processes will be provided to the Amherst Board of Selectmen and will be posted on the Town of Amherst website, but do not require approval from the Selectmen.

Amendment of Bylaws:

These bylaws and any subsequent amendments shall be voted on at a regular meeting of the Steering Committee. If they are approved by a majority of the Steering Committee present, they will be submitted to the Amherst Board of Selectmen for their concurrence and approval.

Approved on behalf of the July 3rd/4th Steering Committee:

Name

Signature

Date

Approved on behalf of the Amherst Board of Selectmen:

Name

Signature

Date

Amherst July 3rd/4th Celebration Processes

July 3rd Events:

1. July 3rd celebration leader(s) will invite entertainers, determine set-up, coordinate food sales, provide for an information booth with first aid kit, arrange for port-o-potty, and undertake other preparations as needed with July 3rd working group volunteers.
2. Organizations wishing to sell items, including raffle tickets, shall pay a fee. Selling is limited to Amherst organizations or state organizations approved by the July 3rd/4th Steering Committee. Approved items that may be sold include, but are not limited to, items relating to the following themes: New Hampshire, Amherst, patriotism, and 4th of July. Approved items may also be organizational (such as a club's tee shirts), food, or drink with the exception of slush, ice cream, pizza, water, and soft drinks, which are sold by the July 3rd/4th committee to raise funds to support the celebration. There will be no duplication of items for sale without prior approval from the Steering Committee. The previous year's seller gets preference if there is a problem with duplication, regarding selling for full profit.
3. Parking is limited. Specific parking spaces may be reserved for use by the Police, Firefighters, or the members of the July 3rd/4th committee.
4. No one may sell items or set up a booth, table, or other presence on school property without the prior approval of the Steering Committee.
5. Entertainment and performances are limited to those individuals or groups approved by the Steering Committee.
6. The fireworks may be cancelled due to inclement weather (e.g., if there is thunder and lightning) or if cancellation is otherwise determined prudent by the Steering Committee. Cancellations will be posted on WMUR. The Steering Committee will schedule a rain date for the fireworks, if possible.

Amherst July 3rd/4th Celebration Processes

July 4th Parade:

1. July 4th parade leader(s) will invite marchers/bands, determine parade line-up, coordinate with politicians, and undertake other preparations as needed with July 4th Parade working group volunteers.
2. Everyone is welcome to enter a float or mini float suitable for family entertainment - individuals, families, neighborhoods, organizations, and businesses - as long as the theme of the float is in keeping with the theme of the parade. Small walking groups reflecting the theme may compete in the float category. Marching groups are welcome but are asked to wear clothing that unifies the group and carry a banner of some sort to identify the group.
3. Commercial advertising is limited to one sign no larger than 3' by 5' unless otherwise agreed to by the Steering Committee.
4. The parade will step off promptly at 10:00 a.m. on July 4th from the Wilkins School on Boston Post Road (unless July 4th falls on a Sunday, in which case the parade start will be delayed by an hour).
5. Check-in time is 9:15 a.m. for all entries (unless July 4th falls on a Sunday, in which case the check-in will be delayed by an hour).
6. Parking for parade participants is behind Wilkins School.
7. Judging of floats will take place at Wilkins School at 9:30 a.m. on the morning of the parade (unless July 4th falls on a Sunday, in which case the judging efforts will be delayed by an hour).
8. Political groups marching in the parade should gather at Upper Wilkins Field. There is no fee for marching. As a small-town festivity and in keeping with our Mission, there will be no opportunity for political candidates to speak publicly, with the possible exception of currently elected officials, who have been invited by the Steering Committee to speak during the ceremony.
9. No items of any sort, including candy, may be thrown or handed out by parade participants (Insurance Regulations).
10. Rules of RSA 265:108a, Parade Vehicles, effective September 16, 2007, must be followed by those with vehicles in the parade.
11. All motorized vehicles must be registered/insured, and a copy of liability insurance must be provided to the Parade leader(s) at least one week before the parade.
12. Animals must be under the control of their owners. Dogs must be on a leash.
13. The parade may be cancelled due to inclement weather (e.g., if there is thunder and lightning) or if cancellation is otherwise determined prudent by the Steering Committee. There will be no rain date for the parade.
14. No individual, group, or business may sell items on public property in the village without prior approval from the Steering Committee.

Amherst July 3rd/4th Celebration Processes

July 4th Green Events:

1. July 4th Green Events leader(s) will invite organizations and artists to participate, determine Green set-up, provide for an information booth with first aid kit, and undertake other preparations as needed with July 4th Green working group volunteers.
2. Booth space on the village Green is available to non-profit organizations, Art Show participants, and vendors invited by the Steering Committee. Preference is given to Amherst non-profit organizations.
3. Booth space is limited to an area approximately 10' by 10'. Space assignments are granted at the discretion of the 4th of July 4th Green Events leader(s) and will be available by 7:00 a.m. on July 4th (or 8 a.m. if July 4th falls on a Sunday). Electricity is available on a first-come-first-served basis if requested in advance. Organizations are responsible for their own table and decorations (red/white/blue).
4. There is NO PARKING on the edge of the Green or other designated areas around the Green. Unloading times are from 7:00 to 9:00 a.m. in designated areas only (unless July 4th falls on a Sunday, in which case the unloading will be delayed by an hour).
5. Insurance regulations require that all tent stakes and anchors be marked and protected to avoid accidental injury.
6. The Steering Committee may, at its discretion, limit those carrying signs on the Green to a designated area.
7. Organizations wishing to sell items, including raffle tickets, shall pay a fee. Selling is limited to Amherst organizations or state organizations approved by the Steering Committee. Approved items that may be sold are items relating to the themes of New Hampshire, Amherst, patriotism, and 4th of July. Approved items may also be related to organizational (such as a club's tee shirt), food, or drink with the exception of hamburgers, hot dogs, pizza, chips, ice cream, slush, water, and soft drinks which are sold by the July 3rd/4th committee to raise funds to support the celebration. There will be no duplication of items for sale without prior approval from the Steering Committee. The previous year's seller gets preference if there is a problem with duplication regarding selling for full profit.
8. There is no fee for organizations giving away items or dispensing information.
9. Organizations needing insurance shall check with their insurance agents to see if they have sufficient protection.
10. At the end of the day, each group must remove its bagged trash from the Green or place it in the appropriate receptacles. Bags are available at the Information Booth.
11. If the Green activities are cancelled due to inclement weather, the decision will be made by 7:00 a.m. on July 4 (unless July 4th falls on a Sunday, in which case cancellation decisions will be delayed by an hour). Cancellations will be posted on WMUR. There will be no rain date for the Green activities.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Revaluation CRF
Withdrawal Request

Department: Finance Department

Meeting Date: May 10, 2021

Staff Contact: Laurie May

BACKGROUND INFORMATION:

Request to withdraw \$7,800 from the Assessing Revaluation Capital Reserve Fund to cover the cost of the attached contract. 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 \$7,800. The assessing revaluation capital reserve fund balance was \$110,196.53 as of March 31, 2021.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

My recommendation is to approve and sign the request.

SUGGESTED MOTION:

I move to approve and sign for the withdrawal of \$7,800 from the Assessing Revaluation Capital Reserve Fund to cover the cost for FY21 per contract.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. BOS Assessing CRF WD Request
2. BOS Minutes Assessing Contract Award
3. Assessing Contract
4. BOS Assessing Contract Award



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: May 10, 2021
SUBJECT: Capital Reserve Fund Withdrawal Request

At our regular meeting on Monday, May 10, 2021, we, the Board of Selectmen, approved a request that the Trustees of the Trust Funds authorize Cambridge Trust Bank to withdraw \$7,800.00 from the Town of Amherst Assessing Revaluation 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 \$7,800.00 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		

273 the segments listed in the RFP, especially if \$421,000 will still carry over to next year's
274 budget.
275
276 Eric Hahn stated that all of the numbers are based on estimates and he is uncertain if they may
277 be off by some amount. He would also like to see what happens with the TAP Grant, as some
278 of the roads are also listed in that grant.
279
280 Selectman Grella stated that he would like to go with the \$1.5M figure and focus on the facts
281 and figured supplied by Continental.
282
283 Selectman Panasiti stated that the RFP isn't great and that there seems to be issues with the
284 bidding process. He suggested that Town Administrator Shankle contact the other possible
285 bidders to find out why they didn't submit bids. He noted that there may need to be a new
286 RFP made available to all bidders.
287
288 Chairman Lyon stated that the RFP was not written with the purpose of only getting a single
289 bidder. He is inclined to go back out with a new RFP but is concerned with putting the Town
290 in a worse situation.
291
292 Town Administrator Shankle stated that he is willing to discuss the RFP with the other
293 potential bidders. He believes the Town needs to be able to go into an RFP in the future
294 without worrying about having the money for the contract. He also noted that this RFP can
295 barely be defined as a contract.
296
297 Chairman Lyon noted that this is a difficult year because the Town vote was moved back.
298
299 Selectman Brew suggested that the RFP be written so that there's a period of performance laid
300 out – either January 1 – December 31, or July 1 – June 30.
301
302 Eric Hahn stated that this RFP does state that all work needs to be completed by December.
303
304 Selectman Brew stated that he doesn't understand how it can be said that these prices are
305 reasonable or not much higher than last year, because last year's prices have not been applied
306 to this year's roads.
307
308 Eric Hahn agreed to work on getting those numbers to the Board by next week. Town
309 Administrator Shankle agreed to try contacting the other possible bidders. The Board agreed
310 to meet to discuss this next Monday at 4pm.
311

312 **6.3. Utility Revaluation Bid**

313 Gail Stout, Tax Collector, explained that the Town is currently going through its revaluation
314 process. There was an RFP sent out for the revaluation of utilities in Town. Out of five
315 bidders, two bids were received; the lowest bid came in at \$7,800 for a one-year contract. She
316 is suggesting that the Board approve a five-year contract, with proceeding years to include
317 updates to new equipment.
318

319 *A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to*
320 *award the bid for the Utility Revaluation to Scott W. Bartlett, CNHA, in the amount of*
321 *\$22,800 for the tax year 2021 through 2025 with payments broken down as follows: 2021 -*
322 *\$7,800; 2022 - \$3,750; 2023 - \$3,750; 2024 - \$3,750; and 2025 - \$3,750.*
323 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
324 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
325

326 **6.4. Police Station Renovation CRF Withdrawal Request**

327 *A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to*
328 *approve and sign for the withdrawal of \$609,000 from the Police Station Renovation Capital*
329 *Reserve Fund for the first four AIA requests.*
330 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
331 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
332

333 **7. Approvals**

334 **7.1. Assessing**

335 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to*
336 *approve the 2020 abatement request for Map 003 Lot 032-003 in the amount of \$101.00.*
337 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
338 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

339 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to grant*
340 *the abatement in the amount of \$100.00 for Map 004, Lot 044-000.*
341 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
342 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
343

344 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve*
345 *the 2020 abatement for Map 001 Lot 005-001 in the amount of \$2,734.*
346 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
347 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
348

349 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve*
350 *and sign the Timber Tax Levy and Certification of Yield Tax in the amount of \$429.41 for*
351 *Map 003, Lot 032-002.*

352 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
353 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
354

355 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to*
356 *approve the BTLA settlement for Map 002, Lot 066-001 for tax year 2019 and 2020.*
357 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
358 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*
359

360 **7.2. Payroll, AP and Minutes Approvals**

361 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to*
362 *approve one (1) FY21 Payroll Manifest in the amount of \$215,291.55 dated March 11, 2021,*
363 *subject to review and audit.*

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

AGREEMENT

- SUBJECT:** 1) **Appraisal of the Property:** A Project 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 in New Hampshire RSA 72:8-d, hereafter referred to as the property within the borders of the Town of Amherst with **values effective as of April 1**, for tax assessment purposes, in accordance with the standards set forth in the laws of the State of New Hampshire and Administrative Rules adopted by the Department of Revenue Administration.
- 2) **Yearly Update of Utility Assessments:** For the 2021 to the 2025 tax year, yearly update of all utility values in the Town of Amherst including the property, distribution property owned by Eversource, all gas utility property owned by Liberty Utilities, all water utility property owned by Pennichuck Water Company, hereafter referred to as utility company assets, and all telecommunication poles and conduit owned by Consolidated Communications, hereafter referred to as telecommunications.

The Municipality of Amherst, NH, a municipal corporation organized and existing under the laws of the State of New Hampshire, hereinafter called the Municipality; and Scott Bartlett, hereinafter called the Contractor, hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

- | | |
|---|---|
| 1.1 Name of Municipality: | Amherst, New Hampshire 03031 |
| 1.2 Address of Municipality: | 2 Main Street
Amherst, NH 03031
Tel. (603) 673-6041 |
| 1.3 Contracting Officer for the Municipality: | Dean Shankle, Town Administrator |
| 1.4 Name of Contractor: | Scott Bartlett, CNHA, NHCG-455 |
| 1.5 Address of Contractor: | 23 Warren Avenue
Manchester, NH 03102
Tel. (603) 661-6995 |
| 1.6 Name of Contractor Signer: | Scott Bartlett |

2. SCOPE OF THE PROJECT – Appraisal of the Property

- 2.1) The appraisal of the property requires the complete appraisal and update of the transmission property and transmission rights of way owned by Eversource Energy located within the corporate limits of the Town of Amherst, New Hampshire.
- 2.2) The Contractor 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.
- 2.3) 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.
- 2.4) 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).
- 2.5) The Project shall include the valuation of the property as of April 1, 2021.
- 2.6) The municipality shall make all decisions regarding the taxable status of any property.
- 2.7) The effective date of this revaluation Project shall be for the assessment date of April 1, 2021. Valuations and appraisals of all taxable property shall reflect full market value as of April 1, 2021.
- 2.8) The Contractor will provide a narrative appraisal report in conformance with the 2020-2021 Uniform Standards of Appraisal Practice for the appraisal of the property.

3. SCOPE OF THE PROJECT - Yearly Update of Utility Assessments

- 3.1) For the 2022 tax year to the 2025 tax year, update the assessments of the property for all changes as of April 1st of the tax year.
- 3.2) For the 2021 tax year to the 2025 tax year, update the assessments of all utility company assets 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.
- 3.3) 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.
- 3.4) For the 2021 tax year to the 2025 tax year, update the assessments of all telecommunications located in the Town of Amherst as required by RSA 72:8-c.
- 3.5) For the 2021 tax year to the 2025 tax year update the public ROW assessments for all telecommunications referenced in #4 above.
- 3.6) The updated assessed values shall not be reported in report completed in conformance with the Uniform Standards of Appraisal Practice. An assessment report shall be submitted each year.

- 3.7) 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.

4. GENERAL SERVICES TO BE PERFORMED BY THE CONTRACTOR

- 4.1) The property will be appraised at market value (as defined by the State of New Hampshire Revised Statutes [RSA] 75:1) as of April 1, 2021.
- 4.2) The property will 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.
- 4.3) The appraised value of the property will be reported in bound, narrative, appraisal report completed in conformance with the 2020-2021 Uniform Standards of Appraisal Practice no later than August 1, 2021.
- 4.4) Utility company assets and the public ROW utilized by utility company assets will be valued in accordance with RSA 72:8-d.
- 4.5) Telecommunications will be valued in accordance with RSA 72:8-c. Telecommunication's use of the public ROW will be valued at 15% of the total pole and conduit value in accordance with a prior agreement between the municipality of Consolidated Communications.
- 4.6) The Contractor will attempt to meet with a representative of Eversource Energy prior to the finalization of the Appraisal of the Property. The Contractor will meet with the municipality's representative to assist in developing any required responses to local level abatement requests for the 2021 tax year. Preparation and defense of values above of the local value is not included in this contract. Provided, however, that the Contractor agrees to be prepared to defend values or cooperate in the conduct of such defense with any representative that may be representing the municipality in the appeal action, but any such defense or cooperation shall be compensated separately at the rate of \$175.00 per hour

5. COMPLETION DATE AND TIME SCHEDULE

- 5.1) April, 2021 - Meet with the municipality and a representative from the Department of Revenue Administration.
- 5.2) April, 2021 - Meet with the municipality's Assessing staff to review the municipality's files on the property to be appraised and on the properties to be updated.
- 5.3) May, 2021 - Send letters requesting information needed to complete the appraisals and assessment updates on municipality letterhead.
- 5.4) June, 2021 - Receive requested information.
- 5.5) June, 2021 - Meet with the appraiser performing the Mass Appraisal of Amherst properties in order to coordinate delivery of values, receive detailed information regarding the sales used in the sales analysis, and receive preliminary details of the results of the sales analysis.

The purpose of this meeting is to gather the information needed to value the transmission ROW's used by the property.

- 5.6) July, 2021 - Meet with the municipality and a representative from the Department of Revenue Administration to review preliminary values.
- 5.7) August 1, 2021 - Delivery of final appraisal report and assessment report of updated assessments. Any amendments will be delivered by August 25, 2021.
- 5.8) March, 2022 – Meet with the municipality's representative to develop responses to abatement requests from the properties appraised as a part of this project.
- 5.9) May of 2022, 2023, 2024, 2025 - Send letters requesting information needed to complete the appraisals and assessment updates on municipality letterhead.
- 5.10) June of 2022, 2023, 2024 & 2025 - Receive requested information.
- 5.11) August 1, 2022, 2023, 2024, & 2025 – Delivery of assessment report of updated assessments.

6. PERSONNEL

The Contractor will serve in the capacity of an independent Contractor in this project. All work will be completed by Scott Bartlett.

7. CONFIDENTIALITY

- 6.1) The Contractor agrees to not disclose to anyone except the Selectmen, Town Administrator, the municipality's Representative and the Commissioner of the N.H. Department of Revenue Administration or his designee, any preliminary values or new values discovered, for any purpose, or to permit anyone to use or peruse any of the data on file in connection with the project.
- 6.2) The Contractor agrees that the data regarding the project in possession of the Contractor shall be released, upon request, to the Town Administrator and/or the New Hampshire Department of Revenue Administration staff member assigned to monitor the project.

7. COMPENSATION AND TERMS

The Municipality in consideration of the services hereunder to be performed by the Contractor agrees to pay to the Contractor the total contract price of \$22,800 based on the indicated schedule:

7.1) Signing of Contract	\$2,600.00	} 7800.00 FY 21
7.2) Delivery of 2021 Final Reports	2,600.00	
7.3) Municipality acceptance of 2021 assessments	2,600.00	
7.4) June 1, 2022	3,750.00	
7.5) August 1, 2023	3,750.00	
7.6) August 1, 2024	3,750.00	
7.7) August 1, 2025	<u>3,750.00</u>	
7.8) Total Contract Price	\$22,800.00	

8. SERVICES TO BE PERFORMED BY THE MUNICIPALITY

- 8.1) The municipality will send a letter on Town letterhead, written by the Contractor, to each of the utility property owners.
- 8.2) The municipality will provide copies of all property record cards of the properties.
- 8.3) The municipality will provide access to all files of the properties and copies as needed.
- 8.4) The municipality will provide a list of all sales qualified by from January 1, 2020 to May 31, 2021.
- 8.5) The municipality will request the municipality's Revaluation Contractor to meet with the Contractor in order to coordinate values.

9. INDEMNIFICATION AND INSURANCE

- 9.1 The Contractor agrees to defend and indemnify the Municipality against claims for bodily injury, death and property damage which arises during the Contractor's performance of the agreement and with respect to which the Municipality is free from negligence on the part of itself, its employees, and agents.
- 9.2 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.
- 9.3 The Contractor shall maintain Automobile Liability Insurance. The Automobile Liability Insurance shall be in the form of comprehensive automobile liability and shall provide limits of \$500,000 each person and \$500,000 each occurrence for bodily injury liability.
- 9.4 The Contractor shall maintain public liability insurance for the 2021 tax year only, which shall be in the form of commercial general liability with the inclusion of contractual liability coverage and shall provide limits of:
 - \$500,000 each person;
 - \$500,000 each occurrence for bodily injury liability; and
 - \$500,000 each occurrence for property damage liability;
- 9.5 For the Appraisal of the Property, the Contractor shall deliver to the Municipality an executed bond in the amount of \$7,800 as security for the faithful and satisfactory performance of the Appraisal of the Property. The bond shall not expire before final values of the property are submitted to and accepted by the assessing officials in accordance with DRA Rules. The bond shall not apply to the Yearly Update of Assessments.
- 9.6 The Contractor shall provide certificates of insurance and a copy of the bond to the Municipality within 30 days of the signing of this contract confirming the required insurance coverage and providing that the Municipality shall receive ten (10) days written notice of the cancellation or material change in the required insurance coverage.

10. 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."

11. 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.

12. 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 municipality, 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 municipality, any such assignment shall be expressly made subject to all defenses, set offs, or counterclaims which would have been available to the municipality against the Contractor in the absence of such assignment.

13. OWNERSHIP OF INFORMATION

- 13.1) 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.
- 13.2) 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 municipality. The Contractor further agrees to return said information in whatever form it is maintained by the Contractor.

14. TRANSIMTTAL OF RECORDS TO THE MUNICIPALITY

- 14.1) All records shall be corrected, completed, and turned over to the municipality 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 municipality must accept all appraisals before the project can be considered complete.
- 14.2) Informal hearings will be scheduled by telephone or via internet and conducted by the Contractor. Informal hearings for these properties will be scheduled separately and will not be a part of the informal hearings scheduled for all other Amherst properties. 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.
- 14.3) It is understood and agreed that the reappraisal of properties covered by the Contract shall conform to the procedures and technical requirements as directed by the municipality. At least every month the Contractor shall communicate with the Municipality's Assessing Office Staff or representative to discuss the progress and various other details of the project.

15. CANCELLATION OR MATERIAL BREACH

- 15.1) 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 if 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 municipality shall have the right at its options and without prejudice to its rights hereunder to terminate the Contract and withhold any payments due.
- 15.2) Should the Contractor fail to fulfill, in a manner deemed timely and satisfactorily to the municipality, 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 municipality and is received by the Contractor; then the municipality 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.
- 15.3) If this termination clause is invoked, the Contractor's agents and employees shall, at the municipality's direction, vacate the office space provided by the municipality in an orderly fashion, leaving behind all records, properly filed, and indexed, as well as all other property of the municipality, in good condition. Any funds held by the municipality under the Contract shall become the property of the municipality to the extent necessary to reimburse the municipality for it cost in obtaining another contractor and supervising the transition,

the Contractor shall be liable to the municipality to reimburse the municipality for such costs. Termination of the Contract and retention of funds by the municipality shall not preclude the municipality from bringing an action against the Contractor before an arbitrator requesting damages or exercising any other legal, equitable or contractual rights the municipality may possess in the vent of the Contractor's failure to perform, including by not limited to, recovery of costs and attorney's fees.

16. DELIVERABLE PRODUCTS

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 municipality at the conclusion of the Project, as determined by the municipality. The documents, records, data, and other materials will include without limitations:

17. AMENDMENTS

This agreement shall not be waived or discharged. Any amendments to this agreement must be approved by Scott Bartlett and the Town of Amherst Select Board.

18. APPROPRIATIONS

In the event no funds are appropriated for this contract/agreement, the Town of Amherst has the right to terminate this contract without penalties of any kind.

In witness thereof the Town of Amherst has caused these presents to be signed by its Board of Selectmen, thereunto lawfully authorized and caused its corporate seal (if appropriate) to be affixed by its Town Clerk and the Contractor has caused the same to be signed by its authorized representative, lawfully authorized and its seal to be hereto affixed on the date and year first below written.

In the presence of:

David P. Stewart
Witness

Amherst, New Hampshire

Dean Eschall Jr.

Date: 3/28/21

Town Seal

In the presence of:

Barbara Bartlett
Witness

Scott W. Bartlett, CNHA, NHCG-455

Scott W. Bartlett

Date: March 28, 2021

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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

2021 tax year only OR a five year annual update contract for a total \$22,800.

\$ 7,800.

23 Warren Avenue, Manchester, NH

2. George E. Sansoucy, PE LLC

2021 tax year only OR a 5 year annual update contract for a total of \$43,000.

\$ 15,000.

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

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: Part-Time Crossing Guard - Approval **Department:** Police Department
of New Hire

Meeting Date: May 10, 2021

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

New hire for vacant school crossing guard position.

BUDGET IMPACT:

(Include general ledger account numbers)

No budget impact; position already funded.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Approve

SUGGESTED MOTION:

Move to appoint Mr. Anthony Culotta to the position of Special Officer - Crossing Guard with the Amherst Police Department, effective May 10, 2021.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 20210505135100



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Master Plan Contract

Department: Community Development
Office

Meeting Date: May 10, 2021

Staff Contact: Nic Strong

BACKGROUND INFORMATION:

Following the successful creation and implementation of the Envision Amherst Survey, the Master Plan Steering Committee issued an RFP in February to find a consultant to assist with the Master Plan Update. Three companies submitted their proposals and following review of their submissions and interviews in March via Zoom with each of the firms, the Master Plan Steering Committee chose Resilience Planning and Design, LLC. The Steering Committee was impressed by the presentation, the Resilience team's knowledge and experience with Master Plan preparation and updates and what they are confident will be a very useful and implementable final product. The Steering Committee then met with the Resilience team to fine tune the details of the Scope of Work for the project (see attached) and to have a contract prepared for the Board of Selectmen to review. The contract was reviewed by Town Counsel and found to be in order.

BUDGET IMPACT:

(Include general ledger account numbers)

\$90,040 (\$41,446.19 from FY21 budget and balance from \$54,800 in proposed FY22 budget)

POLICY IMPLICATIONS:

Long-term planning.

DEPARTMENT HEAD RECOMMENDATION:

That the Board of Selectmen move to approve the contract for the Master Plan update with Resilience Planning and Design, LLC.

SUGGESTED MOTION:

I move that the Board of Selectmen approve the attached contract and statement of work with Resilience Planning and Design, LLC to assist the Town of Amherst with the Master Plan Update; and to furthermore authorize the expenditure of a total of \$90,040, with \$41,446.19 coming from the FY21 budget and the remaining \$48,593.81 coming from the FY22 budget. The total amount and the FY22 amount are contingent on the FY22 budget being approved by the voters in June and that, further, this non-appropriation language be considered an addendum to the approved contract.

I move that the Board of Selectmen encumber whatever remains on June 30, 2021 of the \$41,446.19 in the FY21 budget line so this portion of work can be completed in FY22 if necessary.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Amherst NH Master Plan Contract - Resilience Planning and Design

Peter Lyon, Chair
Amherst Board of Selectmen
2 Main Street
Amherst NH 03031



Contract: Amherst Master Plan

Dear Mr. Lyon,

We are excited to assist the Town of Amherst with the creation of a new 2022 Master Plan. The attached scope of work, budget, and timeline have been refined with input from Town staff and Committee members to guide this project. There are four major tasks identified for this project:

TASK 1: PROJECT MANAGEMENT AND MEETINGS

TASK 2: MAPPING AND ANALYSIS OF EXISTING CONDITIONS AND RESOURCES

TASK 3: OUTREACH AND ENGAGEMENT

TASK 4: PLAN DEVELOPMENT AND DELIVERY

The budget for the completion of these tasks, as described in the attached scope of work, is not to exceed \$90,040. We look forward to meeting with representatives of the Town to begin this master planning process once this contract receives the necessary approvals. If all of this is acceptable to you, please execute the statement below and return one signed copy of this document to me. Thank you for this opportunity to serve the Town of Amherst.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Whitman", written over a light blue horizontal line.

Steve Whitman, EdD, AICP
Resilience Planning & Design LLC
1 Bridge St, Suite 301
Plymouth NH 03264

The above statement of terms and conditions is acceptable to me as to form, content, and compensation.

S/

Peter Lyon, Chair, Amherst Board of Selectmen
Duly authorized
Date:

Amherst, NH Master Plan

SCOPE OF SERVICES

Resilience Planning and Design will guide the Town of Amherst through the process of drafting and adopting a new master plan while ensuring the Town complies with both the state statutory requirements and industry best management practices. The following tasks identify the four major aspects of this work and the deliverables for each.

TASK 1: PROJECT MANAGEMENT AND MEETINGS

We have found that monthly meetings with the Master Plan Steering Committee and Town Staff are very important for maintaining the attention needed to complete a Master Plan update. This regular meeting schedule provides an opportunity for project updates, and the delivery and review of draft materials. We also suggest regular updates from the Committee to the Planning Board so they are informed and engaged leading up to the adoption phase of this project. At least one member from our firm will attend all of these monthly Committee meetings, but we have incorporated additional time for more than one staff to participate in key meetings and conversations as needed.

Between meetings, we will communicate directly with the Community Development Director or her designee. The initial meeting with the Town Staff and Master Plan Steering Committee will serve as a project kick-off session. Steve, Liz, and Zak will all be in attendance at this meeting to work with the Town to refine the project scope and timeline as needed to make this project successful. This will also be a good opportunity to discuss early project tasks related to GIS mapping, and how the Committee and Staff can help identify resources for the existing conditions inventory and analysis. This initial meeting is also an opportunity to begin to think about how to best engage the public in this process over the course of the project, and build on the survey findings already gathered.

Deliverables: Meeting agendas and drafts of deliverables will be provided by RP&D staff ahead of each monthly meeting. The minutes and meeting recordings will be provided by the Town after each monthly meeting.

TASK 2: MAPPING AND ANALYSIS OF EXISTING CONDITIONS AND RESOURCES

In order to ensure that the master planning process is informed by earlier efforts and existing conditions data, we will start with a thorough review of the relevant plans, studies, and GIS data. Similar to the 2010 Amherst Plan, this will include collecting and analyzing municipal and regional data related to demographics, transportation, land use patterns, housing, economic development, public facilities and services, natural resources and conservation, historic and cultural resources, recreation, and other important topics that emerge, such as the long-term affordability of living in Amherst. Knowing that water resource issues are of particular interest to the Town, we will assess Amherst's existing surface water resources and groundwater supplies through GIS mapping and analysis, and identify potential threats to water quality to plan for in the future. Other water-related issues we can analyze and identify actions for climate change, severe weather events (ranging from droughts to flooding), and stormwater runoff. If any water related issues are identified that require additional studies, we will work with the Town to identify what is needed and include that work as a future action in the Plan.

We recommend that the Town contract directly with the NRPC for a complete buildout analysis that includes a series of potential development scenarios and cost benefit analysis for each. Involving the NRPC in this effort

will help shorten the project timeline and identify additional implementation actions for consideration in the Master Plan. We will gladly coordinate with the Town and NRPC staff to ensure seamless integration of this build-out-analysis into the master planning process. Once the existing conditions analysis is complete, we will craft a summary of the findings for each topic so that they can serve as stand-alone profiles of data, identified issues, and key findings that will be used to inform the public engagement efforts. Later on in the project this information will also be integrated into the Master Plan.

A Master Plan project webpage will be established by our firm at the start of this effort to provide public access to the identified background documents, and the resulting topic specific profiles and maps created during this existing conditions analysis. The Committee will be asked to help source photos of Amherst that reflect the various areas of the community, life in Amherst, and the topics being explored during the existing conditions analysis. The webpage will also house online engagement opportunities and information about public forums and other outreach activities.

This analysis of existing conditions will also help our team identify and understand the distinct resources, issues, and opportunities related to land use in Amherst. This early work will help us understand how Amherst is connected internally and to the surrounding region by the various forms of infrastructure and natural resource networks. All of this will contribute to a shared understanding of the physical, natural, cultural, social, and economic resources of the community.

Deliverables: GIS mapping and Analysis, and documentation of the Existing Conditions Analysis by topic. Buildout analysis completed by NRPC staff. Photos provided by Committee members. Website created and maintained by RP&D.

TASK 3: OUTREACH AND ENGAGEMENT

Given the age of the existing Master Plan and the desire for an “out of the box” approach to master planning and community engagement, we see a variety of opportunities to inform and engage the public throughout this master planning process. These opportunities will also educate and inform our team so we can effectively serve the Town of Amherst. These outreach efforts will ensure the focus and direction of the plan satisfy the needs of residents and property owners. Each outreach effort is also an opportunity to generate buy-in and enthusiasm for Amherst’s future, and to engage a broader array of stakeholders in the implementation of the Master Plan. The recent survey is an first important step and we look forward to further analyzing the results during Task 2.

Given the realities of Covid-19, we feel that outreach efforts associated with this Master Plan project should utilize both conventional and alternative methods of engagement. This will provide greater flexibility over the project timeline and offer the public a variety of ways to participate. During the project kickoff meeting, we would like to begin identifying the specific outreach techniques that will be effective in Amherst. Then we will draft an outreach plan that outlines the exact methods to be used and the timing of each throughout the project. At a minimum, we feel this should include the project webpage, regular print and digital communications on the status of the update process (including social media posts), topic related polling, and a project feedback form for anyone wishing to share information or submit questions along the way. We have also budgeted for two major community forums (Fall 2021 and Spring 2022), thematic focus groups, and a final report summarizing both the techniques used and the feedback collected. We will determine the total number of focus group sessions during Phase 2 of the project, as the Master Plan themes emerge, but envision coordinating 4-5 focus groups at a minimum. Additionally, we would also like to discuss recording the forum presentations and any other events that may help get the word out about this planning initiative.

We will work with the Committee to identify innovative ways to reach out to populations often excluded from these municipal planning projects. This may include children, the elderly, and those without access to technology. This is an issue of equity and also a sound planning practice for such a complex community. These meetings with groups of individuals that reflect the voices missing from the conversations in Amherst can be coordinated with help from the Committee, Town Departments, public agencies, local schools, and other partners. This will broaden the stakeholder perspectives informing the planning process, and will surely add richness and reality to the new Master Plan.

Deliverables: Outreach and Engagement Plan, Project Website, a variety of outreach materials, and a final outreach report explaining the techniques used and the feedback received.

TASK 4: PLAN DEVELOPMENT AND DELIVERY

The final task is the further development of the data and text that will serve as the body of the Master Plan, and then the formatting of the document. This task includes the development of refined maps and data that can be incorporated into the identified Master Plan sections. The document will follow a more creative, theme-based approach that will require synthesis of the information gathered under the themes that emerge specific to Amherst. These themes will be identified after the existing conditions analysis and initial outreach efforts are completed. As this drafting process gets underway, we find it is helpful to give an overview of draft plan materials at a meeting with the Master Plan Steering Committee, and then leave these drafts with the members and staff to review more closely. At the next monthly meeting, we will collect feedback on the draft materials and provide an overview of additional new materials for the Committee to review.

The result of this process will be a visually engaging thematic Master Plan that clearly communicates the implementation actions needed to reach the Town's shared vision. We will ensure there is consistency across all themes from the vision to the actions. This document will be concise and user-friendly as both a digital and print document. The final version of the document will be formatted and delivered using InDesign which is now the industry standard. We will assist the Planning Board with the public hearing process during the review and adoption of the final plan, and are happy to be in attendance to present materials and collect any feedback received. Once adopted, we will provide all of the digital files associated with the Master Plan to the Town, including all of the GIS maps/data created during this process.

After the document has been adopted by the Planning Board, we will coordinate with the Committee on the creation of a Story Map. Story Maps are an effective method of conveying information using several mediums in one central location including text, photos, videos, and maps. Benefits to Story Maps include the ability to create visually engaging materials that are approachable and digestible for the public, while also providing links to additional documents with greater detail for more interested individuals. This Story Map will serve as an executive summary providing an overview of the main sections and findings within the Plan, and will be linked to the full plan for readers that want to know more.

Deliverables: Drafts of the Master Plan, formatted final plan as an InDesign File and PDF, GIS files, and a story map version of the Plan.

PROJECT TIMELINE

This project has been organized along a fourteen-month timeline. Completion of the Master Plan within this identified timeframe is dependent on regular monthly meetings and communications with the Town Staff and Master Plan Steering Committee, and a clear project schedule that is monitored along the way. The initial project schedule by task is located on the following page. A detailed outreach and engagement specific schedule will also be created in collaboration with the Committee at the start of the project, and updated throughout as needed.

TASKS	2021								2022						
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1: Project Management and Meetings	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 2: Mapping and Analysis of Existing Conditions and Resources		█	█	█	█	█									
Task 3: Outreach and Engagement		█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 4: Plan Development and Delivery									█	█	█	█	█	█	█
Public Hearing														█	█

BUDGET

The breakdown of the project budget is provided by task below. This budget of \$90,040 is a not to exceed figure for the scope of work provided.

TASKS	FEE BY TASK	SW HOURS	LK HOURS	ZB HOURS	TOTAL HOURS
Task 1: Project Management and Meetings	\$20,240	52	116	46	214
Task 2: Mapping and Existing Resources Inventory by Topic	\$28,160	48	120	148	316
Task 3: Outreach and Engagement	\$15,320	42	90	28	160
Task 4: Plan Development and Delivery	\$23,320	42	118	40	200
Online Services	\$3,000				
TOTAL	\$90,040				

The hourly rates for the project team are below. On projects such as this we bill on a monthly basis as a percent of the task completed. We will invoice the Town after each monthly meeting with the Committee.

PERSONNEL	HOURLY RATES
Steve Whitman, EdD, AICP	\$140
Liz Kelly	\$80
Zak Brohinsky	\$80



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Amherst St. Letter to BOS answers **Department:** Public Works
Meeting Date: May 10, 2021 **Staff Contact:** Eric Hahn

BACKGROUND INFORMATION:

The BOS received an email regarding the Amherst St. Bike/Ped path. Below are the questions and answers.

1. The road and pedestrian pathway will not be confined to the footprint of the existing roadway. There are very few areas of the pathway, if any, as suggested in the project report that are confined to the existing roadway,

The entire side-path is being constructed on Town property (AKA the ROW).

2. The preliminary engineering drawings show the pathway is on the south side of Amherst Street from Courthouse Road to Main Street and on the west side of the road from Main Street to the Milford town line. The proposed and voted on location of the pathway was on the east side of Amherst Street from Main street to the Milford town line,

As discussed in the informational meeting on April 15, our engineers determined that it was not feasible to construct the side-path on the east side of Amherst Street between Main Street and the Milford Town line due to the large number of utility poles on that side that would have to move.

3. 75+ plus trees will be removed to accommodate the pathway on the east side of Amherst Street between Main Street and Founders Way,

75+ trees will need to be removed to accommodate the pathway.

4. Some of the historic walls will need to be moved. There was no mention in the town meeting or report that there would be a need to remove trees or move historic walls along the pathway in this part of the Historic District of Amherst,

The presentation of the side-path project was a broad overview of the plan. At that time the plan had not been engineered. Engineering has discovered some obstacles and challenges that must be overcome, however the project remains

entirely on Town property and serves the same goal which is to provide a safe pathway for residents to use that connects the Amherst Village to the Milford Town Line. Care will be taken to only move stone walls that encroach upon the path, and to move them only as far back as necessary. It should be noted that all stone walls to be moved are the property of Amherst.

5. Multimodal suggests all citizens in the community will have access to the pathway which includes wheelchair access. The incline in many stretches of the road, most notably, Lyndeborough Road to 124 Amherst Street, Hidden Pond Drive to Old Milford Road, and Border Street to the Milford Line are not considered accessible by ADA standards because of the steep grade,

Sidewalk design criteria is based on providing access to all pedestrian users to the maximum extent feasible. We are limited to what the existing grades are of Amherst Street. Our designed plans stay very close to existing grades. The maximum slope indicated on the plan is 6.5%. For reference an ADA compliant ramp may have a maximum slope of 8.33%.

6. The Pathway does not take you all the way to Milford. While the pathway does lead to the Milford town line terminating near the driveway at 134 Amherst Street in Milford there is no sidewalk or walkway for another 200'. Milford has no proposed plans at this time to extend the pathway?

Amherst has no control over Milford's plans to connect or not connect to our side-path. It is understood however that if built Milford will have incentive to connect to our path. The BPAC & DPW have met with Milford officials who expressed interest in the idea of connecting to our path. Milford has several incremental improvement options that could facilitate access to the Milford Oval. Among them would be to extend their existing sidewalk to meet the sidepath, with or without a designated bicycle lane.

7. If the tree removal is an additional cost to the project, that cost should be included in the overall cost to build the pedestrian pathway. And as an additional cost brought to the attention of the voters.

As with all construction projects there are often unforeseen challenges/costs. We are still planning to stay on budget despite the need to remove said unanticipated additional trees. Our own crew is assisting with the tree removal to minimize its cost impact to the project. If at any point we anticipate going over budget we will present this information to the Board at a regular BOS meeting.

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: Donation to Town of three disease resistant Elm trees. **Department:** Public Works

Meeting Date: May 10, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

Mr. B. Widmer of Baboosic Lake Rd, Amherst would like to donate three disease resistant Elm trees to the Town. Two are offered for Buck Meadow and one for Meadowview Cemetery.

BUDGET IMPACT:

(Include general ledger account numbers)

none

POLICY IMPLICATIONS:

none

DEPARTMENT HEAD RECOMMENDATION:

That the BOS accepts the donation from Mr. Widmer.

SUGGESTED MOTION:

I move to accept Mr. Widmer's donation of three disease resistant Elm trees, two to be planted at Buck Meadow and one at Meadowview Cemetery.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing-Veteran Tax Credit
Meeting Date: May 10, 2021

Department: Assessing
Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I have reviewed the attached Veteran Tax Credit Applications provided and the applicants qualify for the Veteran Tax Credit under RSA 72:28 for the 2021 tax year.

Therefore, I move to approve the Veteran Tax Credit for tax year 2021 in the amount of \$500 for the following map and lot numbers:

Map/Lot	Amount
004-047-001-010	\$500.00
011-012-028	\$500.00

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential Veteran Tax Credit



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing-Elderly Tax Exemption
Meeting Date: May 10, 2021

Department: Assessing
Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

The applicants have applied for an elderly exemption under RSA 72:39-a, meet the income and asset limits and qualify for the exemption.

Therefore: I move to approve the following Elderly Exemptions:

Age 65-74

Map/Lot	Exemption Amount
002-009-000-017	76,000
002-122-000	76,000
021-008-000	76,000

Age 75-80

Map/Lot	Exemption Amount
004-078-000	57,000 (50% Property Ownership)

Age 75-80

Map/Lot	Exemption Amount
002-002-004	114,000
004-057-001	114,000
006-107-000	114,000

Age 80+

Map/Lot	Exemption Amount
004-108-012	151,000

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential Elderly Exemption Approvals



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing - Elderly Exemption Denial **Department:** Assessing
Recommendation

Meeting Date: May 10, 2021

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Elderly Exemption Denial Recommendation

A. The applicant has been receiving an Elderly Exemption under RSA 72:39-a. The applicant provided all the necessary documentation, but unfortunately has exceeded the required asset criteria. It is recommended that the application for Elderly Exemption be denied and removed for 2021.

Suggested Motion:

Therefore: I move to deny the Elderly Exemption for Map 008, Lot 022-001.

B. The applicant has applied for an elderly exemption under RSA 72:39-a. The applicant provided all the necessary documentation, but unfortunately the NH residency requirement of three consecutive years will not be met till April 1, 2025. It is recommended that the application for Elderly Exemption be denied.

Suggested Motion:

Therefore: I move to deny the Elderly Exemption for Map 018, Lot 005-000.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential Elderly Exemption Denials



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing - Abatement
Meeting Date: May 10, 2021

Department: Assessing
Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Abatement Recommendation

A. The subject property is improved with a colonial-style home on 1.2 acres of land. The dwelling is listed in good condition.

The taxpayer is seeking back-dated abatements to address prior tax years tax burdens from being over-assessed because of an incorrect lot size (1.3 acres) going back years that was finally corrected in 2020.

Therefore, I move to deny the abatement for Map 002, Lot 163-055.

B. The subject property is a colonial style home located on a 4-acre parcel. The reason for the abatement request is the taxpayer's concern with the assessment in relation to needed repairs and deferred maintenance issues. I reviewed the documentation provided and determined that the condition of the home should be changed from average to fair and a functional obsolescence of 10% be added to account for necessary repair items. After adjustments the assessment is reduced by \$35,700 from \$391,600 to \$355,900. As this is the case, it is recommended that an abatement in the amount of \$1,017.00 be granted for the 2020 tax year.

Therefore, I move to approve the 2020 abatement for Map 008 Lot 045-021 in the amount of \$1,017.00.

C. The subject property is improved with a colonial-style home on .77 acres of land. The dwelling is listed in good condition. The subject was purchased for \$316,000

June 6, 2018.

The applicant believes the subject property is disproportionately assessed because their property increased 1.25% in one year while two comparables provided, 6 & 8 Captain Danforth Lane, each decreased .5% respectively at the same time. The applicant believes they also should decrease .5% as well. Ongoing cyclical KRT inspections to update physical data has led, in some cases, to changes both positively or negatively, in value. The applicant also claims they have less square foot living area. The applicant did not provide an appraisal.

Therefore, I move to deny the abatement for Map 002, Lot 014-003.

D. The subject property is improved with a condominium. The dwelling is listed in average condition. The subject was purchased for \$336,500 August 23, 2019.

The applicant believes the subject property is disproportionately assessed in relation to neighborhood properties. The three properties provided by the taxpayer, 4-B, 5-A & 5-B Adams Way, were all assessed lower because each property was under construction and not fully valued on the date of valuation.

Therefore, I move to deny the abatement for Map 001, Lot 013-000-007.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential Abatement Recommendations



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

Title: Assessing - Application for Total Religious Exemption RSA 72:23, III

Department: Assessing

Meeting Date: May 10, 2021

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

My associate, Joey Smith, CNHA has reviewed the attached BTLA Form A-9's & A-12's submitted from Tree of Life Interfaith Temple, Inc., the exemption statute can be located under RSA 72:23, III.

They have supplied the necessary forms and documentation as dictated by statute to receive their exempt status.

If there are any questions, please feel free to contact me at your convenience.

Therefore, the Board approves the Religious Exemption for map 002, lot 504-008 for the 2021 tax year under RSA 72:23, III.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Total Exemption Religious Application



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

To: Board of Selectmen
Dr. Dean Shankle., Town Administrator

From: Richard Dorsett, CNHA, KRT Appraisal RD

Date: April 29, 2021

RE: Tree of Life Interfaith Temple, Inc. Religious Exemption Request

My associate, Joey Smith, CNHA has reviewed the attached BTLA Form A-9's & A-12's submitted from Tree of Life Interfaith Temple, Inc., the exemption statute can be located under RSA 72:23, III.

They have supplied the necessary forms and documentation as dictated by statute to receive their exempt status.

If there are any questions, please feel free to contact me at your convenience.

Suggested Motion:

Therefore, the Board approves the religious exemption for the property being map 002, lot 504-008 for the 2021 tax year under RSA 72:23, III.



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Section 72:23

72:23 Real Estate and Personal Property Tax Exemption. –

The following real estate and personal property shall, unless otherwise provided by statute, be exempt from taxation:

I. (a) Lands and the buildings and structures thereon and therein and the personal property owned by the state of New Hampshire or by a New Hampshire city, town, school district, or village district unless said real or personal property is used or occupied by other than the state or a city, town, school district, or village district under a lease or other agreement the terms of which provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property. The exemption provided herein shall apply to any and all taxes against lands and the buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts, which have or may have accrued since March 31, 1975, and to any and all future taxes which, but for the exemption provided herein, would accrue against lands and buildings and structures thereon and therein and the personal property owned by the state, cities, towns, school districts, and village districts.

[Paragraph I(b)(1) effective until January 1, 2019; see also paragraph I(b)(1) set out below.]

(b)(1) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.

[Paragraph I(b)(1) effective January 1, 2019; see also paragraph I(b)(1) set out above.]

(b)(1)(A) All leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, entered into after July 1, 1979, shall provide for the payment of properly assessed real and personal property taxes by the party using or occupying said property no later than the due date.

(B) Annually, on or before April 15, the lessors of all leases and other agreements, the terms of which provide for the use or occupation by others of real or personal property owned by the state or a county, city, town, school district, or village district, including those properties identified under subparagraph (d), shall provide written notice and a copy of the lease or other agreement



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to the assessing officials of the municipality in which the property is located.

(2) Subparagraph (1) shall not apply to leases of state-owned railroad properties which are subject to railroad taxes under the provisions of RSA 82 or which provide revenue to the state, a portion of which is distributed to cities and towns pursuant to RSA 228:69, I(a).

(3) Any political subdivision of the state may adopt as an exemption from the requirement of subparagraph (1) land leased exclusively for agriculture as defined in RSA 21:34-a, II.

(4) All leases and agreements described in subparagraph (1) unless exempted under subparagraphs (2) or (3) shall include a provision that "failure of the lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor." All such leases and agreements entered into on or after January 1, 1994, shall clearly state the lessee's obligations regarding the payment of both current and potential real and personal property taxes, and shall also state whether the lessee has an obligation to pay real and personal property taxes on structures or improvements added by the lessee. Failure of the lease to contain the precise language of this subparagraph shall not affect the occupant's obligation to pay property taxes.

(c) If the lessee using or occupying the property fails to pay the duly assessed personal and real estate taxes on the due date, the tax collector of the taxing district involved shall notify the lessor that the same remains unpaid. Upon receipt of said notification from the tax collector, the lessor shall terminate said lease or agreement and pay over to the tax collector from amounts received from said lease such sums as are necessary to satisfy the tax due.

(d) The exemptions provided in subparagraph (a) shall apply to the lands and the buildings and structures thereon and therein and personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The requirements of subparagraph (b) shall apply to all leases and other agreements entered into or renewed on or after April 1, 2006, the terms of which provide for the use or occupation by others of real or personal property owned by the university system of New Hampshire or the community college system of New Hampshire. The remedies set forth in subparagraph (c) shall be available to enforce the payment of real and personal property taxes assessed against the lessees of property owned by the university system of New Hampshire or the community college system of New Hampshire pursuant to this subparagraph.

II. Lands and buildings and personal property owned and used by any county for governmental purposes, including hospitals, court houses, registry buildings, and county correctional facilities except that county farms and their lands, buildings and taxable personal property shall be taxed.

III. Houses of public worship, parish houses, church parsonages occupied by their pastors, convents, monasteries, buildings and the lands appertaining to them owned, used and occupied directly for religious training or for other religious purposes by any regularly recognized and constituted denomination, creed or sect, organized, incorporated or legally doing business in this state and the personal property used by them for the purposes for which they are established.

IV. The buildings and structures of schools, seminaries of learning, colleges, academies and universities organized, incorporated or legally doing business in this state and owned, used and occupied by them directly for the purposes for which they are established, including but not



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limited to the dormitories, dining rooms, kitchens, auditoriums, classrooms, infirmaries, administrative and utility rooms and buildings connected therewith, athletic fields and facilities and gymnasiums, boat houses and wharves belonging to them and used in connection therewith, and the land thereto appertaining but not including lands and buildings not used and occupied directly for the purposes for which they are organized or incorporated, and the personal property used by them directly for the purposes for which they are established, provided none of the income or profits are divided among the members or stockholders or used or appropriated for any other purpose than the purpose for which they are organized or established; provided further that if the value of the dormitories, dining rooms and kitchens shall exceed \$150,000, the value thereof in excess of said sum shall be taxable. A town at an annual town meeting or the governing body of a city may vote to increase the amount of the exemption upon dormitories, dining rooms and kitchens.

V. The buildings, lands and personal property of charitable organizations and societies organized, incorporated, or legally doing business in this state, owned, used and occupied by them directly for the purposes for which they are established, provided that none of the income or profits thereof is used for any other purpose than the purpose for which they are established.

V-a. The real estate and personal property owned by any organization described in paragraphs I, II, III, IV or V of this section and occupied and used by another organization described in said paragraphs, but only to the extent that such real estate and personal property would be exempt from taxation under said paragraphs if such property were owned by the organization occupying and using the property, as long as any rental fee and repairs, charged by the owner, are not in clear excess of fair rental value.

VI. Every charitable organization or society, except those religious and educational organizations and societies whose real estate is exempt under the provisions of paragraphs III and IV, shall annually before June 1 file with the municipality in which the property is located upon a form prescribed and provided by the board of tax and land appeals a statement of its financial condition for the preceding fiscal year and such other information as may be necessary to establish its status and eligibility for tax exemption.

VII. For the purposes of this section, the term "charitable" shall have the meaning set forth in RSA 72:23-1.

Source. 1913, 115:1. 1915, 150:1. 1921, 41:1. 1923, 70:1. PL 60:22. 1930, 4:1. 1941, 174:1. RL 73:24. 1945, 141:1. RSA 70:23. 1955, 157:1. 1957, 202:2. 1969, 113:1. 1973, 544:8. 1975, 482:1, 2. 1977, 568:8; 600:83. 1979, 182:1. 1988, 1:2; 89:11. 1991, 111:1; 306:3. 1993, 195:1. 1994, 378:1. 1999, 304:2. 2002, 190:7. 2003, 56:3. 2006, 205:2. 2011, 199:2, eff. Aug. 19, 2011; 224:361, eff. July 1, 2011. 2017, 168:1, eff. June 28, 2017. 2018, 232:1, eff. Jan. 1, 2019.

The State of New Hampshire

✓
4-26-2021
JS

List of Real Estate on which Exemption is Claimed

Pursuant to RSA 72:23-c

This form must be completed and filed annually on or before April 15. The ORIGINAL list must be filed with the selectmen (assessors) of the municipality in which such real estate property is taxable. A DUPLICATE copy should be retained by the applicant. Failure to file this list may result in denial of the exemption.

This is to certify that the information contained in the following responses is true and correct to the best of my knowledge and belief and that I am duly authorized to sign on behalf of the applicant organization.

Date: 6 April 2020 Signed by: Rev. Karen Manchester
NAME & TITLE Administrator

1. Name of applicant organization: Tree of Life Interfaith Temple, Inc.
(OWNER OF PROPERTY OR PRINCIPAL OCCUPANT - CIRCLE ONE OR BOTH)

2. Mailing address and telephone number: 5 Northern Blvd. Unit 8 Amherst, NH
(603) 732-0224 03031

3. In what municipality is this exemption claimed? Amherst, NH

4. Under which section is applicant requesting exemption: (An organization may not claim multiple exemptions under separate provisions of RSA 72:23)

RSA 72:23, III (religious) RSA 72:23, IV (educational) RSA 72:23, V (charitable)
(Form A-12 must also be filed, if applicant is requesting exemption as a charitable organization.)

5. Is the applicant organization organized or incorporated in New Hampshire (Yes No)

Does it have a principal place of business in this state (Yes No). If yes, where:
5 Northern Blvd Amherst, NH 03031 (603) 732-0224
ADDRESS TELEPHONE NUMBER

6. State general purpose for which applicant is organized or incorporated: to establish and oversee a place of worship, to engage in and oversee community charitable activities and to train, ordain, and oversee Interfaith Ministers

7. If applicant is requesting exemption as a charitable organization under RSA 72:23, V:
(a) What service of public good or welfare is provided? _____
(b) Who are the beneficiaries of this service? _____
(c) Is there a charge for this service? _____ If yes, explain _____

ASSESSING DEPT.
AMHERST, NH

APR 08 2021

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(d) For what purpose is any income used? _____

8. If the applicant is a religious organization, is it a regularly recognized and constituted denomination, creed or sect? yes
If so, give its generally recognized name Interfaith

9006
2332



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes Approvals
Meeting Date: May 10, 2021

Department: Finance Department
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 \$212,970.60 dated April 22, 2021, subject to review and audit.

Accounts Payable

AP2 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$255,784.89 dated April 13, 2021, subject to review and audit.

AP3 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$385,466.56 dated April 27, 2021, subject to review and audit

AP4 ~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$3,266,427.00 dated May 1, 2021, subject to review and audit (School disbursements).

Minutes

~ I move to approve the Board of Selectmen meeting minutes of April 19, 2021.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2021.04.19 BOS MEETING DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, April 19, 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 860-6194-4552 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.*

39 **2. Citizen’s Forum**

40 Kristin Van Goor, 1 High Meadow Lane, stated that she was disappointed to see the
41 Governor’s order to eliminate the state-wide mask mandate. She explained that local town
42 governments are charged with protecting the health of their communities. She has called
43 several local businesses whose employees are distressed about the mask mandate being
44 eliminated for their businesses. She believes this is putting essential employees at risk. She
45 requested the Board consider instituting a mask mandate policy for Amherst to consider the
46 health of the community. She explained that it is not a good idea for people to drop their guard
47 and fail to continue to put proven techniques into practice, such as wearing a mask. Actions,
48 such as a mask mandate, will allow business to stay open, kids to stay in school in-person, and
49 Town events, such as 4th of July celebrations, to occur. She believes the Town needs to use all
50 of the tools available in order to maintain the health of its citizens.

51
52 Chairman Lyon explained that the Board was faced with this decision a few months ago and
53 at that time decided to mandate face masks in all Town buildings, including at the Transfer
54 Station. This seemed to work well and was handled well by townspeople. The Board
55 considered an ordinance to mandate masks for private property and business owners, but
56 declined to move forward with it, as the Board members agreed that there is strength in this
57 community to wear masks and be socially distant without a mandate. He believes people will
58 continue to be responsible to each other in that way. The Board has not reconsidered a mask
59 mandate ordinance, due to the numerous respectful actions seen in the community during the
60 pandemic.

61
62 Kristin Van Goor explained that it is good that people are generally complying with these
63 ideas. However, in speaking with local employees, she is concerned for their health and
64 safety. Many of those she spoke to are not yet eligible for the vaccine and she believes
65 everyone in the community deserve the respect and protection that would be received through
66 a Town mask mandate.

67
68 Chairman Lyon thanked Ms. Van Goor for her comments and explained that the Board will
69 continue to consider a mask mandate as necessary.

70
71 **3. Public Hearing, Bond Authority over \$100,000**

72 **3.1 Pursuant to New Hampshire RSA 33:8-a, the Amherst Board of Selectmen**
73 **hereby announces to the citizens of Amherst the convening of a Public**
74 **Hearing to take input on the proposed Open Space Acquisition Bond.**
75 **All citizens are invited to attend.**
76 **Amherst Conservation Commission Article 22: Open Space Presentation**
77

78 Chairman Lyon read the public hearing notice and explained that this public hearing is being
79 held on Bond Counsel’s advice, in order to comply with State statute.

80
81
82 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to open*
83 *into the Public Hearing per RSA 33:8-a.*

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

86 Chairman Lyon read Warrant Article 22:
87 *ARTICLE 22: Open Space Acquisition Bond*
88 *Shall the Town vote to raise and appropriate the sum of six million dollars (\$6,000,000.00) to*
89 *purchase land and easements or other property interests within the Town of Amherst for*
90 *conservation purposes, and to authorize the Board of Selectmen to issue bonds or notes up to*
91 *six million dollars (\$6,000,000.00) in compliance with provisions of the Municipal Finance*
92 *Act (RSA 33:1 et seq., as amended); provided, however, that notwithstanding anything herein*
93 *to the contrary, the Town shall not issue more than three million dollars (\$3,000,000.00) of*
94 *bonds or notes in any one fiscal year; to authorize the Selectmen to negotiate and determine*
95 *the rate of interest thereon and the maturity and other terms thereof, and to take any other*
96 *action they deem appropriate to effectuate the sale and/or issuance of said bonds or notes,*
97 *however, no such bonds or notes shall be issued with a term of maturity of less than ten (10)*
98 *years or more than twenty (20) years, furthermore, to authorize the Selectmen to acquire said*
99 *property exercising their authority under RSA 41:14-a, and additionally to raise and*
100 *appropriate the sum of Two Hundred Forty Thousand Dollars (\$240,000.00) for the first year*
101 *interest and costs. Land or property interests to be purchased with bond proceeds shall total*
102 *not more than 800 acres and shall be acquired in the name of the Town as conservation land*
103 *to be managed by the Conservation Commission pursuant to RSA 36-A:4, to protect and limit*
104 *the future use of, or otherwise conserve and properly utilize open spaces and other land and*
105 *water areas. The authorization to borrow provided hereunder shall not lapse until June 30,*
106 *2026. (Tax impact = \$0.14) (3/5 Vote Required)*
107

108 Rob Clemens, Chairman of the Amherst Conservation Commission (ACC), presented Warrant
109 Article 22 to the Board. He explained that in the past two years, five residential developments
110 with over 300 new homes have been proposed on over 650 acres of undeveloped land in
111 Amherst. Remaining undeveloped areas in Town are vulnerable to development. Responses to
112 the Town's Master Planning Survey showed an overwhelming support for protection of the
113 Town's water resources, and preservation of the Town's rural aesthetic. The ACC developed
114 Warrant Article 22 to provide the Town with a means to acquire open space. The Warrant
115 Article allow for a \$6M bond, with acquisitions to occur over time, not to exceed \$2M in a
116 given fiscal year. This will have a less than \$40/year tax impact for the average home
117 (\$350,000).

118
119 Public Comment:

120 Will Ludt, 3 School Street, stated that he fully supports with ACC's Warrant Article as
121 proposed. For full disclosure, he asked why the Ways & Means Committee voted 4-3-0 in
122 favor of the Warrant Article.
123

124 Selectman D'Angelo explained that he believes the Ways & Means Committee members who
125 voted against the Warrant Article did so because they believed it to be a "want" instead of a
126 "need."
127

128 In response to a question from Tom Quinn, 18 North Meadow Road, Jared Hardner, Vice-
129 Chair ACC, explained that the tracts of open space within developments are included in the
130 Town's open space count.
131

132 Kelly Mullin, 48 Christian Hill Road, thanked the ACC for their work on this. She noted that
133 the results of the Master Plan Survey speak to preservation of open space in Town.

134
135 Chairman Lyon read the results of a report from the Ways & Means Committee as to why
136 they voted as they did on this Warrant Article. The Ways & Means Committee will speak to
137 this again during the Deliberative Session.

138
139 Jared Hardner stated that it is important to note that the Ways & Means Committee vote came
140 before the results of the Master Plan Survey were known.

141
142 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to close*
143 *the Public Hearing.*
144 *By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye;*
145 *Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

146
147 Town Administrator Shankle explained that all Warrant Articles will next to presented to the
148 public at the Deliberative Session on May 5, 2021. The Board and Ways & Means Committee
149 will then have the chance to change their votes on these Warrant Articles, if they so choose.

150

151 **4. Scheduled Appointments**

152 **4.1. John Harvey & Bill Stoughton on Discretionary Easements**

153 Bill Stoughton and John Harvey, of the ACC, presented to the Board on Discretionary
154 Easements. Bill Stoughton explained that, in the past, the Town has generally outright
155 purchased land and conservation easements to protect open space in Amherst. Discretionary
156 Easements are allowed by RSA 79-C for the preservation of open space where there is scenic
157 enjoyment by the general public, or pursuant to a clearly delineated federal, state, or local
158 conservation policy.

159

160 Bill Stoughton explained that Discretionary Easements are generally used for lots of less than
161 10 acres, for a minimum duration of 10 years, and that owners may apply to the Board to
162 cancel the easement based on severe personal hardship. Discretionary Easements have a good
163 degree of conservation protection, but only during the time of the easement. Discretionary
164 Easements have no initial cost to the Town and can be assessed by the Town between Current
165 Use and 75% of the value, at the discretion of the Board. The annual cost per acre to the Town
166 for possible Discretionary Easements is estimated between \$98 and \$387/acre/year.

167

168 Bill Stoughton explained that it is assumed that owners of more than 10 acres would elect
169 Current Use and not Discretionary Easements, as Current Use provides large property tax
170 benefit with fewer restrictions. The ACC worked to identify properties that meet the existing
171 Conservation Plan criteria for protection that are less than 10 acres. 167 properties, of 588
172 total acres, were found to fit into these criteria. The potential annual cost in property tax
173 revenue lost if all these properties were to seek Discretionary Easements would be between
174 \$54,893 and \$217,548. Far fewer than the 167 properties would be candidates if easements are
175 restricted to buildable lots that are not already in current use or part of an approved
176 development.

177

178 In conclusion, Discretionary Easements could be generally net positive to the Town, with a
179 10–15-year term, 10% surrender, and a 60+% assessment. It would also be generally net
180 positive to the owner, with a 10–15-year term, 10% surrender, and 70% assessment if
181 appreciation is slightly more than 3% annually. The financial terms of each Discretionary
182 Easement should be analyzed. Discretionary Easements could be useful as a bridge to
183 permanent conservation protection, at little net cost to the Town. It is unknown what the level
184 of property owner interest is in this conservation tool.
185

186 John Harvey noted that wildlife corridors are large areas of land where free ranging is
187 possible. Many of the conservation lands in Amherst are disconnected with empty space
188 between the parcels. Discretionary Easements could be a tool to provide limited access to
189 create wildlife corridors between parcels.
190

191 Chairman Lyon explained that, per RSA 79-c, property owners can at any time make a request
192 of the Board for a Discretionary Easement. Bill Stoughton agreed and noted that the Board
193 currently has no parameters available to possibly create a benefit to the Town and expectation
194 of property owners.
195

196 Dwight Brew stated that he supports the Board entering into a Discretionary Easement
197 agreement with a property owner, when the property meets the Conservation Commission
198 criteria and with an affirmative vote of the Conservation Commission to recommend to the
199 Board to enter into a Discretionary Easement for the property. He is not in favor of the Board
200 determining the percentage of property taxes charged or the termination fee when each
201 individual property is considered. He would rather establish the criteria up front and apply it
202 to all applicable property. Of course, the Board could deviate from the established criteria in
203 exceptional circumstances. The criteria he would support is:

- 204 • Property taxes at 70% of FMV
 - 205 • Termination fee of 10%
 - 206 • Termination fee waived if:
 - 207 ○ sold or given to the Town, or
 - 208 ○ if there is mutual agreement between the Town and property owner to
209 renew the discretionary easement
- 210

211 Dwight Brew stated that a related comment is that there are multiple ways that a property
212 owner in Amherst could chose to conserve their property – either short-term or in perpetuity.
213 Examples include:

- 214 • Current Use
- 215 • Discretionary easement
- 216 • Donating or selling the land to the town or another land preservation
217 organization
- 218 • Donating or selling a conservation easement to the town or another land
219 preservation organization

220 He would like to see a human understandable document outlining these options and shared
221 with the public.
222

223 Selectman D'Angelo thanked the ACC for their efforts and noted that the ACC wouldn't
224 recommend this to the Board if it was not beneficial to the Town and local wildlife. He is

225 okay with the policy and outlined, along with the fixed number for tax collection being
226 subject to negotiation. He believes the parameters outlined are a good idea and that petitioners
227 can make arguments as to why the policy does/does not fit their own situations.
228

229 In response to a question from Selectman Grella, Bill Stoughton stated there is no fixed time
230 constraint once an application for a Discretionary Easement is made, but the application
231 would need to be heard and considered by both the ACC and Board, and possibly reviewed by
232 Town Counsel. The entire process could take months.
233

234 In response to a question from Selectman Panasiti, Chairman Lyon stated that he is unaware
235 of any property owner ever coming to the Board with a Discretionary Easement request. If
236 someone is to come forward with a request, the Board legally needs to entertain it and decide
237 what to do, consistent with the RSA. Bill Stoughton noted that Discretionary Easements are
238 just that, discretionary. The Board could say no to a request, per the RSA.
239

240 Chairman Lyon asked that Town Administrator Shankle work with Bill Stoughton and John
241 Harvey to draft a Discretionary Easement policy, consistent with what was presented to the
242 Board tonight. This will then be reviewed by the Board and discussed with the public at a
243 future meeting.
244

245 Town Administrator Shankle noted that most towns do not agree to enter into Discretionary
246 Easements because it is not believed to be advantageous to the Town. Those that do, do so to
247 encourage open space in town, and enter into agreements at Current Use value, with no payout
248 in the end. He asked if the ACC had considered using net present value as the basis for
249 agreements in order to get the best deal for the Town.
250

251 Bill Stoughton stated that the ACC did not look at this from a broad negotiation-style
252 approach. He explained that he personally would not want to be involved in a lengthy
253 financial negotiation with an applicant, as each application becomes more complex with
254 moving variables. He noted that his initial fear against Discretionary Easements came from
255 the possibility of an investor buying small parcels around Town, seeking Discretionary
256 Easements on them, and essentially having the Town subsidize this investment while the
257 developer waits for it to appreciate. This is why he closely reviewed the parameters to make
258 sure it is a good investment for the Town.
259

260 Tom Quinn, 18 North Meadow Road, asked if an analysis has been done in terms of Current
261 Use properties. He noted that property owners might consider a Discretionary Easement
262 instead of Current Use because there is the ability to withdraw the land through a direct
263 request to the Board before then attempting to subdivide it. He stated that he believes the
264 Board should understand the value of the Town's Current Use program versus the perceived
265 benefit of Discretionary Easements.
266

267 In response to a question from Selectman Brew, Rob Clemens stated that he believes if a
268 property is less than 10 acres it would be open to requesting a Discretionary Easement, but if a
269 property is more than 10 acres it would be open to requesting being put into Current Use. Tom
270 Quinn noted that, if this is the case, then his previous point is moot.
271

272 **4.2. Janelle Morealle, Opportunity Networks Request to Host the “Ability 5k”**
273 Janelle Morealle explained that this request is to hold the third annual Ability 5k in Town.
274 This event would take place on October 2, 2021, to promote the health and wellness of adults
275 with disabilities. Opportunity Networks is seeking to use the area on the Village Green and to
276 close Church Street to Manchester/Middle Street, from 7:30am to 12pm on that date. She has
277 also spoken with Police Chief Reams regarding a police detail being available at the Boston
278 Post Road intersection that day.

279
280 *A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to approve*
281 *the requested road race on October 2, 2021, from 7am-12pm and to subsequently close the*
282 *road between Church Street and the intersection of Manchester/Middle Streets.*

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.*

285

286 **5. Administration**

287 **5.1 Acceptance of Waiver of Municipal Liability for a private road**

288 Attorney Tom Quinn stated that he is representing Josh Roberts and Mikaela Dwyer in this
289 request. The property in question lies in Amherst and Bedford. The property was approved by
290 2012 by both Amherst and Bedford. The portion of the property in Amherst lacks frontage
291 along a Class V road, as required per RSA 674:41. The property is 12.8 acres and has frontage
292 along a Class V road in Bedford. The Board, per RSA 674:41, has the ability to issue a
293 building permit if the property is located on a road approved by the Planning Board, and if
294 there is a right of way that leads to a Class V road. This property qualifies for an exemption
295 because there is access to it from Pulpit Road in Bedford, which was understood at the time of
296 approval, to be the driveway access to the property. There is also access to the property from
297 Pulpit Road in Amherst, which is a Class VI road. His clients purchased the property in
298 December and have sought a driveway permit from Bedford, but this will not be issued until
299 the Board of Selectmen in Amherst issues a building permit. The Planning Board has
300 reviewed this application and has no objections. The Board also needs to accept the Waiver of
301 Liability.

302

303 Selectman Brew stated that the Planning Board would have noted objections if it had
304 concerns.

305

306 In response to a question from Selectman D’Angelo, Tom Quinn stated that, aside from
307 references to this specific application and plans, the proposed Waiver of Liability is the same
308 one that was used in the last two applications similar to this one and previously approved by
309 Town Counsel.

310

311 In response to a question from Selectman Grella, Tom Quinn stated that the proposed
312 residence will be built in Amherst.

313

314 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to*
315 *authorize the issuance of building permit for a single-family residence on Map 11 Lot 16,*
316 *which is located on a class VI road, in accordance with NH RSA 674:41 and further to accept*
317 *the attached Waiver of Municipal Liability from Joshua M Roberts and Mikaela K Dwyer,*
318 *owners of said property.*

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

321

322 **6. Staff Reports**

323 **6.1 Amherst Congregational Church Clocktower/Steeple Painting**

324 DPW Director, Eric Hahn, explained that the Congregational Church sent an offer to the
325 Town for a joint painting project for the Town and Church for the building and steeple. The
326 last two times this painting project was done, the Town did its portion separately. The last
327 time the clocktower and steeple were painted was in 2009, at a cost of \$15,385. The Church
328 has reached out to several vendors for this project and received a low bid of approximately
329 \$25,000. This low bid quote appears to meet/exceed the requirements of the Town’s RFP
330 from 2009.

331

332 In response to a question from Selectman Brew, Eric Hahn confirmed that the Congregational
333 Church sought bids from multiple vendors for painting the Church and Town-owned steeple,
334 without the Town’s knowledge. Eric Hahn noted that it appears that the RFP mentions that the
335 Town may/may not enter into the agreement to paint the steeple as well. Selectman Brew
336 stated that he is conflicted about this item, as the Town was not previously notified about the
337 bid process and had not provided specific requirements, but the Church also received
338 legitimate bids through the process.

339

340 Selectman D’Angelo stated that it appears to be reasonable to pursue this project as a joint
341 venture if the pricing is good. Otherwise, the Town can also go out on its own, as it has in the
342 past.

343

344 Selectman Panasiti questioned if this painting project could be part of the grant funding that
345 the Church submitted for. He noted that he believes the Town should go out for its own RFP
346 in order to do its due diligence.

347

348 In response to a question from Chairman Lyon, Eric Hahn stated that he believes an RFP from
349 the Town for its own part of the painting could result in higher priced bids because the Church
350 will likely have its portion of the Church painted first. The Town’s RFP will then need to
351 instruct the painters to stay off the already painted sections or repair them, if needed.

352

353 In response to a question from Selectman Brew, Eric Hahn stated that the lift price was
354 included in the bid for \$25,000, but he is unclear if it was included in all of the bids.

355

356 Chairman Lyon suggested that Eric Hahn take a closer look at the four bids made to the
357 Church in order to determine if it would be advantageous for the Town to be included in this
358 joint project.

359

360 **6.2 Acceptance of Bean Foundation Grant**

361 *A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to accept,*
362 *with the intent of expending, the \$40,000 Bean Foundation Grant, and to deposit the funds*
363 *into the Recreation Department Revolving Fund 02-3409-53-2270.*

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

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6.3 Hawker & Vendor Permit – Amherst Soccer Tournament

A MOTION was made by Selectman Panasiti and SECONDED by Selectman D’Angelo to approve the Hawker and Vendor permit to Lisa Davidson of the Amherst Soccer Club for sale of food concessions at May 2021 soccer tournament.

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.

7. Approvals

No approvals to review at this time.

8. Action Items

The Board reviewed its action items.

9. Old/New Business

Chairman Lyon noted that the Town’s Deliberative Session will be held on May 5, 2021. More details to follow.

Chairman Lyon also noted that Town-wide Clean Up Day will be held on May 15, 2021 from 9am-12:30pm. There will be a drop-off site for full bags located on the Village Green and at the entrance to the Souhegan High School. More details to follow.

A MOTION was made by Selectman Grella and SECONDED by Selectman Panasiti to adjourn the meeting at 8:48pm.

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.

NEXT MEETING: Town Deliberative, Wednesday, May 5, 2021

Selectman Reed Panasiti

Date