



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
MONDAY, MAY 24, 2021 6:30 PM

You are invited to a Zoom webinar.

When: May 24, 2021 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen 05/24/2021

Please click the link below to join the

webinar: <https://us02web.zoom.us/j/89511299650>

Or Telephone: (646) 558-8656 Webinar ID: 895 1129 9650

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

- 1. Call to Order**
- 2. Citizens' Forum**
- 3. Scheduled Appointments**
 - 3.1. Revaluation Update - Michael Tarello and Stephen Whalen, Vision Government Solutions
 - 3.2. Joint Facilities Advisory Committee update, Adam Steel and Victoria Parisi
 - 3.3. Goldens on the Green, Sept 12, 2021 1-3pm
- 4. Administration**
 - 4.1. Updates and general information
 - 4.2. Amherst Garden Club Proclamation
- 5. Staff Reports**
 - 5.1. Communication Center - New employee step/grade classification
 - 5.2. Repainting Cross Walks/Stop Bars adding yield lines to Cross Walks.
 - 5.3. Amherst St reconstruction & bike/ped path
 - 5.4. Accountant Job Description Review
 - 5.5. Heating Oil & Propane bid, jointly with SAU39
 - 5.6. Expenditure Status Update

6. Approvals

- 6.1. Petition and Pole License PSNH#: 21-1564
- 6.2. Assessing - July 2021 Tax Warrant
- 6.3. Baboosic Lake Community Septic Warrants
- 6.4. AP, Payroll and Minutes Approval

7. Action Items

8. Old/New Business

Adjournment

Next Meeting: June 14, 2021

**Project Status Report
From Steve Whalen
Town of Amherst, NH
Date: May 19, 2021**

CODE	TASK
100	Execution of Contract
200	Project Startup, Bonding, Staffing, Public Relations
300	Sales & Building Permit Data Collection
400	Land Study and Building Cost Review
500	Commercial Study of Market Rents, Income and Expense Mailing, Capitalization Factors
600	Field Review
700	Preliminary Residential & Commercial Valuation model and Values to Assessor
800	Assessor review of values
900	Assessment hearing notices mailed
1000	Informal Hearings
1100	Hearing Changes & Final values to Assessor
1200	Final Values to Town
1300	Final Report/Documentation

Task 100 Execution of Contract.

- The contract was executed on January 5, 2021.
- A copy of the Town database and Town maps have been provided to Vision.

Task 200: Project Startup, Bonding, Staffing and public relations.

- Vision did have a startup meeting with the Amherst Assessor's agent and Town personal.
- Additional status reports will be provided throughout the project.
- Public Relations will be on-going throughout the project, with sample press releases provided. Attending Board of Selectmen meetings is available upon request.
- PowerPoint valuation presentation was provided to the Town.
- A Vision staffing list has been provided to the Town.

Task 300: Sales & Building Permit Data Collection.

- Sales & building permit property record cards have been inspected and entered into the Amherst Database.

Task 400: Land Study and Building Cost Review

- The Marshall and Swift Cost Rates have been created to support the towns building rates.
- Starting table reports have been created. They indicated the following as of 4/1/2021:
 - Single Family Sales at 76% of Market Value
 - Condo Sales at 72% of Market Value
 - Vacant Residential Land at 78% of Market value
 - Commercial Sales at 86% of Market Value
 - Industrial Sales at 83% of Market Value
- The preliminary sales analysis has been started to move the values to 100% for 4/1/2021.
 - Residential Land Values have been adjusted up 25%
 - Residential Cost Rates were at \$75 SF and are being moved up on average to \$110 SF
 - The Condo Cost Rate was at \$70 SF and is being moved up to \$100 SF.
 - Individual Condo Complex Rates are being adjusted individually. Some are moving downward some are being moving upward. The range varies from 5% to 15% depending on the sales in each complex.

- We are waiting for the okay from the Assessors office to move the final data over to complete the analysis process. We should be able to start back on it by early next week. Depending on the class of property values look to be increasing on average from 15% to 35%.

Task 500: Commercial Study of Market Rents, Income and Expense Mailing, Capitalization Factors

- Income and Expense forms are back.
- They have been entered into the system.
- We are in the middle of analyzing the Market Rents, Expenses, Cap Rates and Vacancies for the Community to review.

Task 600: Field Review

- All of the Commercial, Industrial, Mix Use, Apartments and Exempts parcels have been reviewed and have been entered into the Amherst Database.
- The Residential Field Review started in early May and should be completed by early June.

Task 900: Hearing Notices

- Scheduled to go out in late July.

Task 1000: Informal Hearings

- Scheduled for Late July to Mid-August.

If you should have any questions, please do not hesitate to call.

***Sincerely,
Steve Whalen***

***Vision Government Solutions
Project Manager
Steve Whalen
617-462-6091***

JFAC

Clark School Exploration

Subcommittee Report
Presented to JFAC
May 13, 2021

Process
Survey Questions
Results
Recommendations

Process

- Connect as a subcommittee
- Connect with town representatives, Clark neighbors, community members, other community centers
- Attend Board of Selectmen meeting
- Review survey results
- Present to JFAC

Mission Statement

To gather input from experts and community stakeholders on possible ways to utilize the Clark School building and site should the proposal by the Amherst School District to build a new elementary school to house Pre K thru 5th grade be approved by the voters in the future.

Connections

- Town representatives
 - Tour
 - Board of Selectmen
- Clark School neighbors
- Community Members
- The Amherst Citizen
- Other Community Centers

Options for Future of Clark Site

- Sell for residential use
- Sell for commercial use
- Raze lot for green space
- Property sold to town/foundation

Survey

- Create survey questions
- Who?
 - Zoom meeting participants
 - The Amherst Citizen
 - Nixle JFAC Channel
- Review survey results
- Present to JFAC

Targeted Questions

Would you be interested in future communications about the work of the JFAC? (Provide email)

If you are passionate about a targeted path for Clark's future, would you be interested in participating in a grassroots effort for that cause?

Multiple Choice Questions

Where have you heard about the Amherst Facility projects?

What community needs do you think could be met through the use of the Clark School and/or site?*

Rank the 4 options (1 as most desired)

Open Ended Questions: Designed to elicit feedback and further questions to consider

Please note any thoughts about why you ranked the options in the way that you did.

What questions do you still have about this process?

Is there anything else you think the committee should be considering?

Results

- Survey responses
- Results for multiple choice questions
- Pros and cons highlighted by conversations

Responses

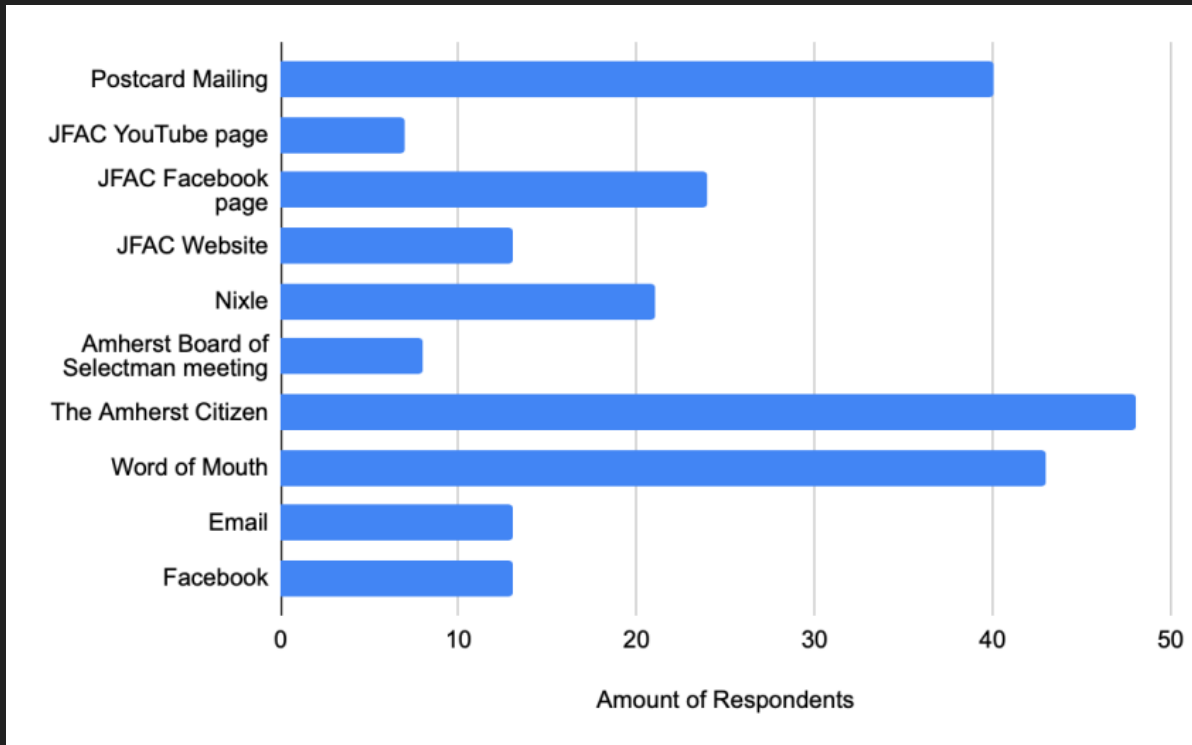
Total respondents: 172

Emails gathered: 155

Open ended feedback provided: 211

QUESTION

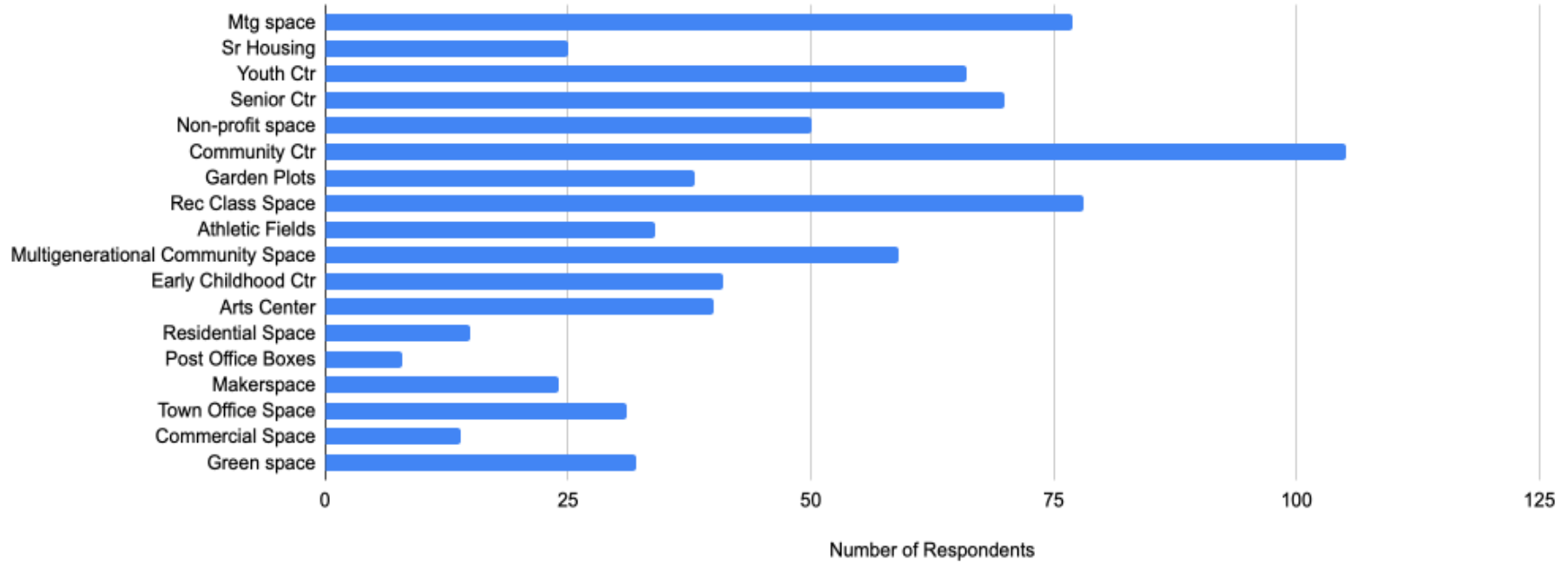
Where have you heard about the Amherst Facility projects?



- Multiple selections allowed
- Write in answers accepted; account for less than 10 responses

QUESTION

What community needs do you think could be met through the use of the Clark School and/or site?



- Multiple selections allowed
- Write in answers accepted; account for less than 20 responses

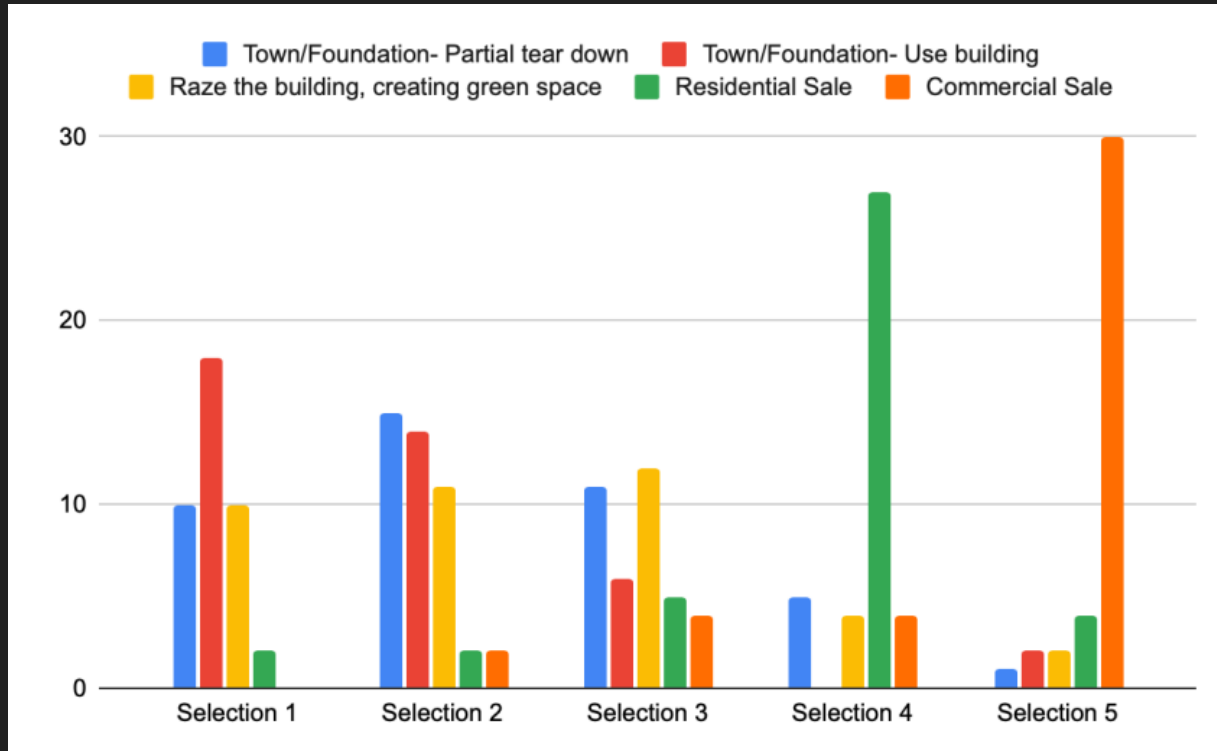
QUESTION

Rank the 4 (or 5) options
1 is most desired

Responses from the first 43 meeting attendees.

These included 5 options:

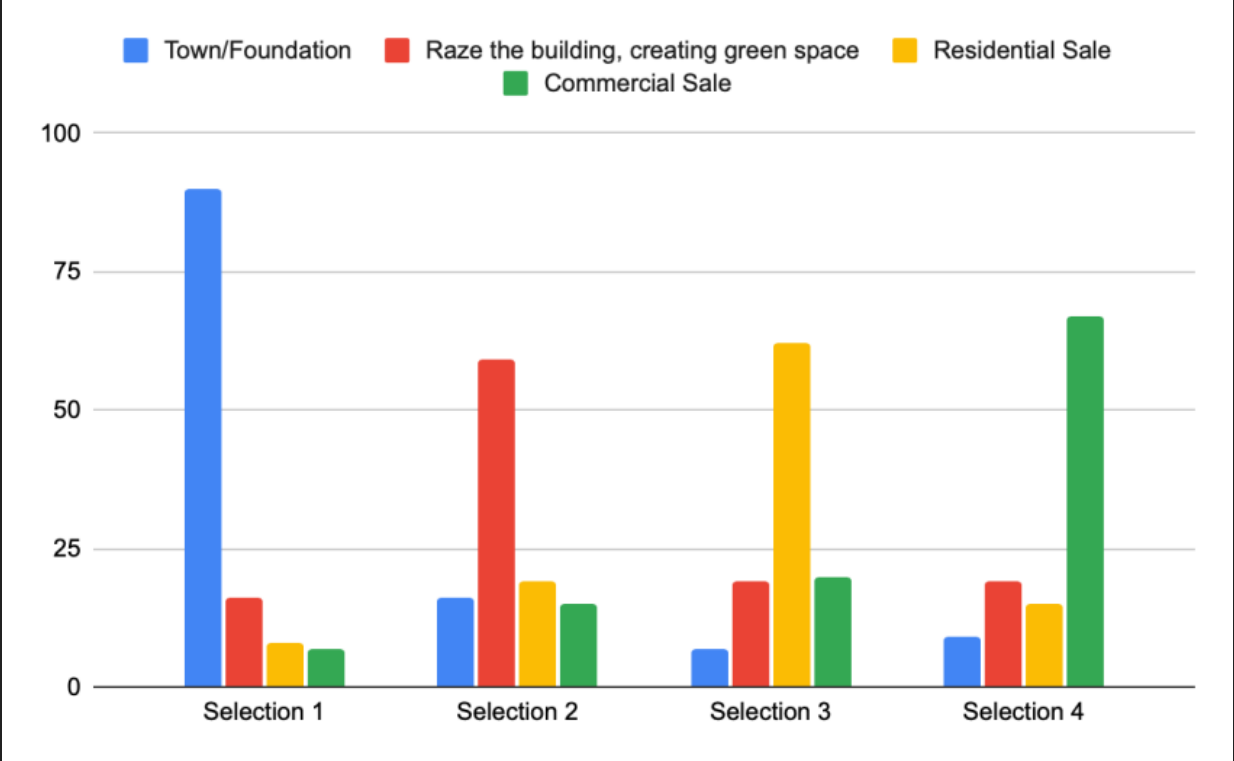
Raze the building, Residential Sale, Commercial Sale,
Sold to town/foundation: A) entire building used, B) partial tear
down/green space



Responses from the second group

These included 4 options:

Raze the building, Residential Sale, Commercial Sale, and Sold to town/foundation for future use to be determined



Sell to Residential

PROS

- Maintain residential neighborhood
- Less impact to traffic
- Financial offset from sale and Residential tax income

CONS

- Risk of unknown
- Long lasting construction impact
- Lose the property for town use forever

Sell to Commercial

PROS

- Community serving business to bring people together
- Could be done well with Historic District Commission and Planning Board to oversee commercial use in line with The Village area
- Gives businesses opportunities in Amherst

CONS

- Risk of unknown
- Potential for traffic increase throughout the day and evening
- Lose the property for town use forever

Raze building for green space

PROS

- Green space is good for the environment
- Historic Amherst Village has unique charm with quaint areas like open green spaces
- Some liked this open over outside sale as it remains in town/school control

CONS

- Ruining a perfectly good building is not environmentally friendly
- Cost to raze building impacts taxpayers
- Doesn't address town's need for additional meeting space

Sell to Town or Foundation

PROS

- Historic building to remain an integral part of the Village
- Ability to benefit the most members of the community
- Most environmentally friendly choice

CONS

- Evening use could impact neighbors
- Does not provide revenue
- Possibility of change to traffic patterns

Recommendations

Overall for JFAC

Continued communication is essential

Conduct surveys for various aspects of proposal

Follow the data

Establish the criteria which the choice will be based upon

“All options are reasonable provided we maintain the charm and character of the Village”

Recommendations

Additional subcommittee work to be done as Clark's future use progresses over several years

- Is there interest on the part of the town/foundation to take over the property?
- What is the maintenance plan/ownership if razed to green space?
- What are the residential and commercial sale pricing details?

Thank you!
Any questions?

A golden retriever is lying in a lush green field, looking towards the right. The sun is shining brightly from the top center, creating a warm, golden glow and a lens flare effect. The dog's fur is a rich golden color, and its tongue is hanging out, suggesting it is happy and relaxed. The background is filled with green grass and some purple flowers, all bathed in the warm light of the sun.

GOLDENS

On the

GREEN

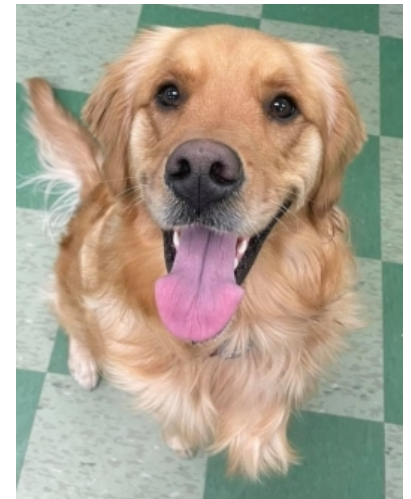
September 12th 1 pm - 3 pm

“GOLDENS ON THE GREEN”

Flash Mob and Social
Sunday, September 12th
1 PM to 3 PM



Bill Swift
10 Saddle Hill Road
Amherst, NH
603-759-9686 (m)



“GOLDENS ON THE GREEN”

Purpose: Social Gathering for Greater Amherst Golden Retriever owners and to raise money for the Humane Society for Greater Nashua (HSFN)

Date: Sunday, September 12th

Time: 1 PM to 3 PM, set-up begins at 9 AM

Cost: Requesting \$10 per Golden donation to the Humane Society for Greater Nashua

Participation: Estimate 30-40 Golden Retrievers, 60-80 family members/friends

Parking: Cars will be parked in the existing parking spaces around the Green

Publicity: Facebook , Flyers and word-of-mouth

Clean-Up: HSFN to provide dog waste bags and buckets (4) and remove them at end
We will “Leave it as we found it.”

“GOLDENS ON THE GREEN”

Schedule of Events - 2021

1:00 PM Check-in on the Congregational Church Side of the Town Green

1:00 PM Kissing Booth in the Activity Area
Best Fall Leaf in the Activity Area

1:30 PM Simon Says in the Activity Area

2:00 PM Pool Diving Championship in the Activity Area
Big Bubbles for Kids at the Whipping Post

2:15 PM Awards Ceremony in the Activity Area

2:30 PM “Parade of Goldens” Around the Town Green

2:50 PM Group Photo under Banner

3:00 PM Event is Over

“GOLDENS ON THE GREEN”

Awards

1. Youngest Golden – will receive a certificate
2. Oldest Golden – will receive a certificate
3. Simon Says Winner - will receive a certificate
4. Pool Diving Champion - will receive a certificate
5. Gold Medal Golden – Best therapy or service dog story will receive a gold medal

“GOLDENS ON THE GREEN”

Additional Details

1. Water bowls and fresh water jugs will be on-site
2. Wading pool will be on-site if weather is warm enough
3. Pop-ups, tables and chairs for Registration and HSFN people
4. No concessions are planned for this event
5. Short-Hair Goldens (Yellow Labs) welcome 😊

“GOLDENS ON THE GREEN”

Safety Topics (COVID-19, etc)

1. Face Masks are optional
2. Social Distancing (at least 6') is suggested
3. Hand sanitizer will be available
4. Dogs must be on a leash – owners' responsibility
5. Dog bites or dog fights – owners' responsibility

“GOLDENS ON THE GREEN”

Requesting Town Approval

to hold event on Amherst Town Green on September 12th





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

Title: Updates and general information

Department: Administration

Meeting Date: May 24, 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: Amherst Garden Club Proclamation **Department:** Administration
Meeting Date: May 24, 2021 **Staff Contact:** Dean Shankle

BACKGROUND INFORMATION:

See attached history of the Amherst Garden Club

BUDGET IMPACT:

(Include general ledger account numbers)

0

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

proclamation

SUGGESTED MOTION:

Move to approve proclamation

TOWN ADMINISTRATOR RECOMMENDATION:

concur

ATTACHMENTS:

1. History of Amherst Garden Club
2. Garden Club Proclamation

Amherst Garden Club 50th Anniversary

The Amherst Garden Club will be 50 years old this year! In February of 1971, thirty-five women met to form a gardening club called The Gardeners, later to be known as The Amherst Garden Club. The club has grown through the years to its present size of approximately 130 members who meet monthly to learn from prominent speakers and each other, manage ten town gardens, support local gardening projects, and generally promote the love of gardening. Each month a dedicated program committee provides speakers on topics of interest, and club members share horticultural hints, plan local projects, visit gardens around New England, and enjoy each other's company. Meetings are open to the public; visitors are welcome. Membership is open to everyone.

Part of the success of the club has been its flexibility in responding to the interests of its members. In the early years there were sub-groups studying wildflowers, house plants, organic gardening and recycling. In the 1990's water gardening, flower arranging, herb and bird scaping study groups were introduced. Hydroponics was a popular focus a few years ago. The most recently added committee centers around an interest in sustainability. Some groups met regularly for several years while others were shorter lived. The Perennial Group started in 1997 remains active today.

By the summer of 1971, club members were working on the village common and spreading mulch at the town's elementary schools. By the end of the 1990's, the club was planting, mulching, watering, and weeding town gardens at the Wigwam Museum, the Amherst Town Library, the Amherst Town Hall, the North Triangle near the Route 101 exit, and the Knight's Field Triangle at the entrance to the town. The club helped lay the brick walk at the Wigwam Museum and designed the front and back gardens at the town library. Today the shade garden behind the library is a welcoming place to read a book, eat lunch, or meet with a friend.

A sixth town garden was added to the Civic Gardens Committee's care when the police asked for help in planning and planting a garden at the police station. Since 2000, four additional gardens have been added at Sunset Road, Moulton's Oval, the Ponemah Triangle on Rte. 122 (MaryAnne's Garden), and the Brick School. Each garden has a lead and a group of volunteers that do the work involved in keeping the gardens attractive from April to frost. At times a little whimsy is added such as the scarecrows that inhabited the gardens this past October!.

In addition to maintaining the civic gardens, the club has given financial support to local projects through the years. The list is long and includes \$2,800 for landscaping at Souhegan High School when it was first built, \$1,132 to the Nature Conservancy at the Sheldrick Forest in Wilton, N.H., \$1,000 to the Amherst Town Conservation Commission to help buy the property that became Peabody Mill Environmental Center (PMEC), and \$2,250 to Parkhurst Place for landscaping. Popular projects involving children include support for the Mont Vernon Village School Gardens, planting of gardens at the Amherst Middle School, providing money and talent for a camp at PMEC, planting of 3000 daffodil bulbs with children from the local schools to beautify the town, and planting of gardens with the students at the Boys and Girls Club of Souhegan Valley. Local organizations may apply at any time to the club's Charitable Fund for support for projects that are consistent with the club's mission of providing

education, resources, and networking opportunities to promote the love of gardening, civic landscaping, and environmental responsibility.

In 1994, the first scholarship of \$500 was given to a local student for further study in a field related to horticulture. Since that time, over \$50,000 has been given out in yearly scholarships. In 2019, three scholarships totaling \$4,000 were awarded to two students from Amherst and one from Mont Vernon. There are also scholarships awarded internally to members who want to take courses to further their knowledge or become a Master Gardener. The club presently has two Advanced Master Gardeners, eleven Master Gardeners, and three Natural Resource Stewards who share their expertise with the members. As a working club whose members dig, mulch, plant, water, and generally get their hands dirty, a wealth of gardening knowledge is essential.

Financial support comes from modest membership dues, the annual Plant Sale, occasional garden tours, bulb sales, raffles, and the Memory Tree. The Plant Sale is a big undertaking made up of equal parts of hard work and fun. The organizing begins months ahead of the sale, the digging begins in April when the ground has softened, and the sale at the Wilkins School, the largest in the state, takes place on the Saturday of Mother's Day Weekend. All of the plants, dug from members' and friends' gardens, are potted by members at Plant Central located at the South Amherst Fire Station. With a lot of work, chatter, and laughter, some 2,000 to 3,000 plants get potted and sold each year.

Other sources of income include the Holiday Memory Tree which originated in 1995 to honor family and friends of members and townspeople who have died. Along with two garden tours featuring local gardens and open to the public, the tree has provided funds for worthy local causes.

In the late 1960's the Amherst Garden Club was an idea. Thanks to the many energetic and enthusiastic members who have contributed their time and energy in the last fifty years, it is now a well-functioning club that plays an important part in making Amherst the town it is today.



Proclamation
Amherst Garden Club's 50th Anniversary
May 24, 2021

WHEREAS, In February of 1971, thirty-five women met to form a gardening club called The Gardeners, later to be known as The Amherst Garden Club, which has now grown to approximately 130 members; and

WHEREAS, the Club maintains town gardens at the Town Hall, the Library, the Police Department, and many other sites around Town; and

WHEREAS, the Club gives support to local projects providing education, resources and networking opportunities to promote the love of gardening, civic landscaping, and environmental responsibility; and

WHEREAS, the Club has given out over \$50,000 in scholarships to local students to encourage environmental studies;

NOW, THEREFORE, in recognition of the 50th Anniversary of the Amherst Garden Club, the Board of Selectmen, on behalf of ourselves and the Town of Amherst, hereby extends congratulations and gratitude to all past and present members of the Club and our best wishes for the Club's future success.

The Amherst Board of Selectmen

Peter Lyon, Chair

Reed Panasiti

John D'Angelo

Dwight Brew, Vice Chair

Thomas Grella



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

Title: Communication Center - New
employee step/grade classification

Department: Police Department

Meeting Date: May 24, 2021

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Creation of new Assistant Dispatch Coordinator position within the Amherst Public Safety Communications Center.

BUDGET IMPACT:

(Include general ledger account numbers)

\$1,019.20

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to create the position of Assistant Dispatch Coordinator within the Amherst Public Safety Communications Center at Grade 7 on the existing Town of Amherst employee wage scale.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Assistant Dispatch Coordinator (1)



Memorandum

To: Board of Selectmen
Cc: Dean Shankle, Town Administrator
From: Mark Reams, Chief of Police
Date: May 19, 2021
Re: *Communications Center - Assistant Dispatch Coordinator*

On behalf of the Amherst Public Safety Communications Center, I am seeking authorization to create the position of *Assistant Dispatch Coordinator* in accordance with an 18 month plan for improved administrative structure and operation within the Communications Center. The plan calls for the reclassification of one of our current full-time Communications Specialists to the position of Assistant Dispatch Coordinator in recognition of new duties relative to that position, and to create a necessary second layer of oversight and managerial responsibility within the department. For clarification, this new position will not result in a staff increase and our current complement of full time personnel will remain unchanged.

Based upon current FY22 wage scale projections, this new position (*Grade 7, Step 10*) represents an additional FY22 wage expenditure of **\$1,019.20** for which the Communications Center has already budgeted. The effective date for this change of duty assignment is July 1, 2021.

Thank you.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Repainting Cross Walks/Stop Bars
adding yield lines to Cross Walks.

Department: Public Works

Meeting Date: May 24, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

DPW published and received bids for repainting cross walks and stop bars and adding yield lines to unguarded cross walks. (Sharks Teeth.) Last summer all obsolete style crosswalks were ground off and repainted according to Manual of Uniform Traffic Control Device (MUTCD) Standards. This summer DPW desires to add further MUTCD enhancements for unguarded crosswalks. These crosswalks are those that are typically mid-block, similar to the one crossing Boston Post Road at Wilkin's School.

BUDGET IMPACT:

(Include general ledger account numbers)

\$10,580

POLICY IMPLICATIONS:

Road Safety Road Markings according to MUTCD standards.

DEPARTMENT HEAD RECOMMENDATION:

Award the low bid to Highway Safety in the amount of \$10,580.

SUGGESTED MOTION:

I move to award Highway Safety the contract for repainting Crosswalks and Stop Bars and adding yield lines to unguarded crosswalks in the amount of \$10,580, and to encumber any unspent funds as of June 30th from the award into FY22.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur

ATTACHMENTS:

1. award Forms 07-21
2. 07-21 stop bars - painting 4-23-21
3. Markings
4. Hi-Way Safety

TOWN OF AMHERST

Town Department: DPW

Date: May 19, 2021

Line Item: 01-4312-70-2730 (Road Maintenance)

Budget Amount: \$10,580.00

Bid #:07-21

Item:

Date Bid To Be Awarded: May 24, 2021

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u> <u>Interest Rate</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
1. Industrial Line Striping 3 Sanborn Rd. Londonderry NH	No Bid		
2. Markings, Inc. 30 Riverside Dr. Pembroke MA 02359	105.00 – Crosswalks 45.00 – Yield Lines 35.00 – Stop Bars		Bid units extrapolated to spec & high
3. Hi-Way Safety 9 Rock Rockland MA	\$0.75/ft2 – Crosswalks 1980.00 fixed – Yield Lines \$1.00/ Ft - Stop Bars	(\$3,200) (\$1,980) \$10,580.00 (\$6,200)	
4. JDK Striping 52 Fitzgerald Dr. Jaffrey NH	No Bid		
5.			
6			

Recommend bid be awarded to: Hi-Way Safety

Signature of Town Administrator / Date

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



DEPARTMENT OF PUBLIC WORKS

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

ehahn@amherstnh.gov

BID NUMBER #07-21

CROSSWALKS, YIELD LINES, STOP BARS

INVITATION TO BID

The Town of Amherst, NH is inviting proposals for contract at the Public Works Office, 22 Dodge Road, Amherst, New Hampshire, for **re-painting crosswalks and stop bars, and installing yield lines**, at various locations in Amherst. The bid shall provide ***unit pricing*** for re-painting crosswalks and stop bars, and a ***lump sum price*** for installing/painting yield line markings as follows:

Re-Painting Crosswalks:

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

Installing/Painting Yield Lines (shark teeth):

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

Re-Painting Stop-Bars:

The Unit Price for painting stop bars shall be calculated based on the square footage of stop bar painted. Stop bars shall be painted with white, retroreflective paint, suitable for application on asphalt roads, and be twelve (12) inches in width. Total lengths of stop bars may vary depending on the total travel lane width. The total square feet to be painted is approximately 6,200 sq. ft.

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

Bids will be received at the Public Works Office, 22 Dodge Road, Amherst, NH, until 1:30 PM on Tuesday, May 18, 2021. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room, DPW 22 Dodge Rd. Award will be by the Board of Selectmen at a regular board meeting.

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

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

BID NUMBER #07-21

CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as "**Town of Amherst Bid # 07-21 Crosswalks, Yield Lines, Stop Bars**" with the General Provisions, Specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

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

Installing Yield Lines (Shark teeth):

Lump Sum (\$): _____ **(\$)** _____
(Written) (Figure)

Re-Painting Stop Bars:

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

Print Bidder/Contractor's Name

Print Representative's Name and Title

Representative's Signature

Street

City, State and Zip Code

Telephone and FAX Number

Date

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

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

AGREEMENT

This AGREEMENT is made May _____, 2021, BETWEEN the Owner: Town of Amherst
and the Contractor: _____ for the
following Project: **"Town of Amherst Bid # 07-21 Crosswalks, Yield Lines, Stop Bars"** on various town
roads.

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

- 1) Invitation to Bid.
- 2) Contractor's Proposal.
- 2) General Provisions, dated April 28, 2021.
- 3) Specifications, dated April 28, 2021.
- 4) Any issued addenda.
- 5) This agreement signed by the Owner and the Contractor.
- 6) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

**ARTICLE II
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE**

The date of commencement shall be the date of this Agreement. The Contractor shall substantially complete the Work not later than July 31, 2021, subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

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

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

**ARTICLE IV
PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Agent, the Owner shall pay the Contractor as follows:

1. Submittals shall be for completed work only.
2. Submittals shall be for no more than two times in any calendar month.
3. Work shall be certified, and payment made, on or within 15 days of the approved amount of the invoice.
4. Performance-Payment Security shall not be required.

**ARTICLE V
INSURANCE**

The Contractor shall provide satisfactory evidence of both Contractor's Liability and Workers Compensation Insurance.

**ARTICLE VI
OTHER TERMS AND CONDITIONS**

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

OWNER, by its Selectmen

Peter Lyon, Chair

Dwight Brew, Vice Chair

Reed Panasiti, clerk

Thomas Grella, Member

John D'Angelo, Member

CONTRACTOR

(Signature of Company Executive)

Printed name, title, and address

Telephone Number

Fax line number

April 28, 2021

GENERAL PROVISIONS

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked **"Town of Amherst Bid # 07-21 Crosswalks, Yield Lines, Stop Bars"** and will be received at the Dept. of Public Works, 22 Dodge Rd. Amherst, NH until 1:30 PM, Tuesday May 18, 2021.
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Public Works, 22 Dodge Road, Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The bidder shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.

11. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
12. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
13. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.
 - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.
 - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:
 - (1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident.
 - (2) Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of one accident or all accidents.
 - C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insured on all policies required, except Worker's Compensation.
 - D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.
14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.

16. Work on this project shall commence after signing of the contract and shall be completed in its entirety prior to July 31, 2021.
17. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the \$500.00 security deposited with their bid.
18. The bidder will guarantee the work and materials and the work and the materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto, and pay all expenses for any damage to work resulting therefrom. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the bidder's responsibility.
19. The Contract Documents shall include the "Invitation to Bid", "Contractor's Proposal", "General Provisions", "Specifications", any issued addenda, any "Change Orders", and the final executed "Contract Agreement".

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

20. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor shall also carefully examine the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.
21. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within fifteen (15) days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Board of Selectmen that all payrolls, material bills, and other indebtedness connected with the work have been paid.
22. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.

- B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
- C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

23. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
24. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

FAILURE TO COMPLETE ON TIME. For each day that any work shall remain uncompleted after the Contract time specified for completion of the work, including extensions, the fixed daily charge specified below will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Town of any of its rights under the Contract. The Board of Selectmen may waive such portions of the liquidated damages as may occur after the work is in condition for safe and convenient use. The fixed, agreed liquidated damages shall be \$500.00 per day.

The Town may withhold any amount of money otherwise due the Contractor to offset such liquidated damage and the Contractor and its SURETY shall be liable to the Town for all additional liquidated damages as provided herein.

25. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.
26. In determining the successful bidder, in addition to price, the following shall be considered:
- a. The ability and skill of the bidder to perform the contract;
 - b. Whether the bidder can perform the contract promptly without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
 - d. The quality of performance of previous contracts for services.
-

SPECIFICATIONS

Crosswalks, Yield Lines, Stop Bars

1. Scope of Work

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

2. Material

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

3. Equipment

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

4. Preparation

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

5. Performance

- a. It is the intentions of the Amherst Department of Public Works to recommend awarding this contract to the lowest bidder who can furnish satisfactory evidence that he or she has the ability and experience to perform this type of work, and that he or she has sufficient capital and equipment to enable him or her to complete the work successfully within the time frame named in the contract.
- b. The contractor should be prepared to submit six successfully completed line striping jobs within the last year including contact names and phone numbers.

6. Traffic Control

- a. For line striping preformed after 8:30 PM, the Town of Amherst will provide a guide and lighted vehicle to assist in performing this work.

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

Town of Amherst NH
Department of Public Works
22 Dodge Road
Amherst, NH 03031

BID NUMBER #07-21

CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as "**Town of Amherst Bid # 07-21 Crosswalks, Yield Lines, Stop Bars**" with the General Provisions, Specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

Per Unit Price (\$): one hundred and five dollars (\$) 105.00
(Written) (Figure)

Installing Yield Lines (Shark teeth):

Lump Sum (\$): forty five dollars (\$) 45.00
(Written) (Figure)

Re-Painting Stop Bars:

Per Unit Price (\$): thirty five dollars (\$) 35.00
(Written) (Figure)

Markings Inc.
Print Bidder/Contractor's Name

Monique Souza, President
Print Representative's Name and Title

30 Riverside Dr.
Street

Monique Souza
Representative's Signature

Amherst, NH 03059
City, State and Zip Code

781-826-5771 / 781-826-1121
Telephone and FAX Number

5/14/21
Date

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

BID NUMBER #07-21

CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as "**Town of Amherst Bid # 07-21 Crosswalks, Yield Lines, Stop Bars**" with the General Provisions, Specifications and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for road painting, in Amherst, NH for the following Unit Prices:

Re-Painting Crosswalks:

Per Unit Price (\$): zero dollars and seventy five cents (\$) .75^{SF}
(Written) (Figure)

Installing Yield Lines (Shark teeth):

Lump Sum (\$): one thousand nine hundred eighty dollars (\$) 1980.00^{LS}
(Written) (Figure)

Re-Painting Stop Bars:

Per Unit Price (\$): one dollar zero cents (\$) 1.00^{SF}
(Written) (Figure)

K5 Corporation
Print Bidder/Contractor's Name

Kathy DeLong President
Print Representative's Name and Title

9 Brookview Way
Street

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


Representative's Signature

Beckland MA 02370
City, State and Zip Code

5-14-21
Date

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



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Amherst St reconstruction & bike/ped path
Department: Public Works

Meeting Date: May 24, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

The reconstruction of Amherst St has an encumbered amount of \$650,000 that with no action will revert to the undesignated fund balance on June 30th. Due to several obstacles related to Covid-19 and supply chain delays, utility timeframes some with Covid-19 procedures among other smaller issues, The Amherst St road work and bike/ped path construction would go past June 30th. Finance has consulted with town auditor and due to special circumstances the encumbered money can be re-encumbered into FY22. DPW is asking for that motion, which will result in a better overall project. The work will be started and completed this construction season.

BUDGET IMPACT:

(Include general ledger account numbers)

Keep 7 year road plan on track.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

re-encumber the funds.

SUGGESTED MOTION:

I move that the balance of encumbered funds on June 30th, contained in 01-4312-90-9800 be re-encumbered into FY22 for Amherst St. reconstruction.

TOWN ADMINISTRATOR RECOMMENDATION:

I would recommend a general discussion of the project to ensure that BOS has a clear understanding of the scope and changes.

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Accountant Job Description Review **Department:** Finance Department
Meeting Date: May 24, 2021 **Staff Contact:** Laurie May

BACKGROUND INFORMATION:

Upon approval, please vote to authorize the change to the job description and allow the Finance Department Assistants position in Grade 6 to be replaced with an Accountant in Grade 12.

BUDGET IMPACT:

(Include general ledger account numbers)

Based on experience, I anticipate hiring between step 1 and step 5 in grade 12. Because the former Finance Director was budgeted at a higher wage than the current, the full time wage line in Financial Administration line will be about \$7,000 under budget. If the new hire came in at step 5, we would still be about \$3500 under budget.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the revised Accountant Job Description. I also move to allow advertising to hire for the Accountant position.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Memo-BOS Review-Accountant Job Description

TO: Amherst Board of Selectmen
Dean Shankle, PhD., Town Administrator

FROM: Laurie May, Finance Director

DATE: May 20, 2021

RE: Finance Department Assistant Resignation,
Accountant Job Description, and Request to Hire

As you may have been made aware, Pat Walz recently presented her letter of resignation effective May 31, 2021. When Pat was hired, she was hired as a Finance Assistant. Prior to her resignation, Pat had been under the impression that she was performing the work of an Accountant and was anticipating being moved up into Grade 12 of the Pay Scale.

In reviewing her job description, and the current edition of the Accountant job description, I found that that the Accountant job description was the same duties as what is listed in the Finance Department Assistant position, just more detailed description of the duties. An Accountant supports the Finance Director, ensuring that information being inputted into the accounting package is accurate.

In preparation for hiring a replacement, I began looking at other items that a municipal accountant would be responsible for. I received several job descriptions from other municipalities which confirmed my belief that typical duties would include journal entry processing, fixed asset tracking and reporting, as well as bank reconciliations.

The proposed job description for the Accountant position was created to allow the newly hired Accountant to undertake those tasks as well as an account review process ensuring compliance with statutory requirements as invoices and timecards are being submitted for payment. These are all standard Accountant responsibilities.

My proposal is to hire Pat's replacement as an Accountant in Grade 12, rather than a Finance Department Assistant in Grade 6. Effective 7/1/21, Step 1 of Grade 12 lists a pay rate of \$24.16 per hour. Pat's current pay rate as Finance Department Assistant, in the middle of Grade 6, would have been \$24.46 per hour effective 7/1.

I did consult the most recent NHMA wage survey. I searched for municipalities closed to our population, between 10,000 and 13,000. Only Somersworth had submitted the wage survey. They, however, have a deputy finance director with a starting rate of \$30 per hour. I then looked to our abutting municipalities and found that Milford's starting rate of \$19.17 for an accountant is not far off from our starting rate of \$20.57 per hour.

I am requesting approval to replace the current Accountant job description with the attached submission and to hire for this position. Please let me know if you have any questions.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Heating Oil & Propane bid, jointly
with SAU39

Department: Public Works

Meeting Date: May 24, 2021

Staff Contact: Eric Hahn

BACKGROUND INFORMATION:

There is significant benefit to the town for joining in Heating Oil & Propane contracts. Except for this past winter heating season the Town and Schools have joined together for several heating seasons and that lack was due to personnel change over. The SAU added the town to their active RFP using an addendum. With the results returned the overall best bid is Ciardelli Fuel Company.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Award the contract to Ciardelli Fuel Company.

SUGGESTED MOTION:

I move that that Ciardelli Fuel Company be awarded the heating oil and propane contract for FY22, starting July 1, 2021 and running through June 30th, 2022.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Addendum2
2. (E) Fuel Bid 21-22
3. Addendum (1)
4. Vendor List.docx

Addendum #2
School Administrative Unit #39
Fuel Oil and Propane Bid
May 13, 2021

This Addendum #2 is in reference to the fuel oil and propane bid sent out on May 7, 2021. The purpose of this Addendum is to clarify the bid due date.

Bids must be received no later than 10:00 AM, Wednesday, May 19, 2021. It is the responsibility of the bidder to ensure the bids are received by the District before the deadline.

School Administrative Unit #39

Fuel Oil and Propane Bid

May 7, 2021

1. Summary of Request

SAU #39 (District) is seeking bids from qualified firms interested in providing fuel oil and propane for its schools located in Amherst and Mont Vernon, NH.

The contract term is July 1, 2021 through June 30, 2022.

2. Intent

The District's intent and the requirements of this bid are to provide the District with the appropriate level of service, in the best interest by the District, as determined by the District in its sole discretion.

3. Submission of Responses

a. The bids shall be submitted on the attached bid form. Bids should be electronically transmitted to the address listed below with the required subject line.

“FUEL OIL and PROPANE BID 2021 - 2022”

Electronic Submission

rpreston@sau39.org

Roger Preston, Director of Facilities

b. Bids must be received no later than 10:00 AM, Tuesday May 19, 2021. It is the responsibility of the bidder to ensure the bids are received by the District before the deadline.

c. Any bids received after the specified date and time will not be considered, nor will late bids be opened.

d. Any questions concerning this bid shall be made in writing. Vendors who have questions may contact Roger Preston Facilities Director, at rpreston@sau39.org.

e. Bids must be submitted using the attached form.

f. The District will select a winning bidder by May 23, 2021 at 5:00 pm Eastern Time.

4. Background

a. School District

The SAU #39 District consists of five schools serving approximately 2,282 students plus an administrative office building.

b. Energy Use Profile

#2 Fuel Oil: Approximately 40,000 gallons per year

Propane: Approximately 1000 gallons per year

5. Scope of Services Required

Bidders may bid on #2 fuel oil or propane or both.

#2 Fuel Oil

If providing a bid for #2 fuel oil, the vendor will be responsible for delivering #2 fuel oil to school locations from July 1, 2021 through June 30, 2022 as needed.

Propane

If providing a bid for propane, the vendor will be responsible for delivering propane to school locations from July 1, 2021 through June 30, 2022 as needed. Vendor will be responsible for providing proper and adequate propane tanks including any and all costs associated with installing proper tanks and connecting them to building systems, including making arrangements with current tank owners. Regarding underground tanks, pricing should be quoted to accommodate the servicing of the tanks without removing them. Vendor will retain all liability related to the propane tanks, their care and upkeep, and any required or necessary maintenance of said tanks.

6. A listing of District delivery locations is specified in Appendix A

CONDITIONS OF PROPOSAL

The final contract documents and billing arrangements will be coordinated by the District Business Administrator. For purposes of this section, all references to the "District" refer to Amherst, NH, Souhegan, and Mont Vernon, NH School Districts.

1. Indemnification and Insurance

To the maximum extent permitted by law, the Vendor shall protect, indemnify, save, defend and hold harmless the District, including officials, agents, volunteers and employees ("Indemnified Parties"), from against any and all liabilities, obligations, claims, damages, penalties, cause of action costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, or loss of or damage to

property, arising indirectly or directly under out of, in connection with, or as a result of the Contract or activities of the Vendor or its agents, employees, contractors, or subcontractors, and even if caused in whole or in part by any negligence or intentional act or omission of Indemnified Parties.

In addition, and regardless of respective fault, the Vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that the Vendor's officers, employees, contractor, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages, taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and /or other similar obligation associated with an employment relationship.

The Vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of the Contract.

The District shall not be required to defend or indemnify the Vendor, any subcontractor or any professional service provider.

The Vendor agrees that it will carry any and all insurance which will protect it, the District and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorney's fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the Vendor whether such operations be performed by the Vendor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The Vendor further agrees that the District and its officials, agents, volunteers and employees shall be named as an additional insured in any and all such liability insurance policies required by the District.

Prior to commencing work, the Vendor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The Vendor shall provide proof of automobile insurance coverage in an amount deemed satisfactory to the District.

The Vendor will furnish to the District a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the District and its officials, agents, volunteers and employees are named as an additional insured on the general liability automobile liability insurance coverage.

The Vendor shall provide proof of worker's compensation insurance meeting State of New Hampshire required limits and providing employer's liability coverage

2. No Conflict

The Vendor, in submitting a bid shall agree and so state in its proposal that no person acting for or employed by the District has a direct or indirect financial interest in the proposal or in any portion of the profits that may be derived there from.

3. Compliance with Law

The Vendor shall be required to comply with all applicable provisions of federal, state and local law both in its response hereto and in provision of any services by the selected Vendor.

4. Proposal Held Open

Vendors proposal shall be valid until May 23, 2021 until 5:00 pm.

5. District Reservation of Rights

a. The District reserves the right to accept any proposal, in whole or in part, to accept the bid on one or more items of the proposals, or any combination of items of the proposal, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the District at its sole discretion even if it is not the lowest proposal, and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the District to do so.

b. Negotiation, if undertaken by the District, is intended to result in a contract, which is deemed by the District, in its sole discretion, to be in the District's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Vendor.

c. The District reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including but not limited to, terms and conditions required by funding sources, and additional work which may be identified subsequent to the starting date of the contract.

d. The District reserves the right to waive or disregard any informality, irregularity or deficiency in any bid received.

e. Any and all expenses incurred by the selected firm shall be the firm's responsibility. The proposed fee shall be all-inclusive. The District will not honor requests for payment of so-called reimbursable expenses.

6. Work Authorization

The Vendor will be authorized to do work by being given a "Notice to Proceed" by the District that will include a list of District locations to be serviced with #2 fuel oil and propane.

7. Termination of the Contract

- a. The District reserves the right to cancel its contract at any time if deficiencies or any kind are reported in writing to the Vendor, and if said deficiencies are not corrected within ten (10) days.
- b. The District reserves the right to cancel its contract at any time upon breach of conditions specified in the contract.

8. References

The Vendor must provide a list of at least three (3) client references relating to work of a similar project and scope. Reference list must include contact name, address, email address, and phone number. Vendor agrees to allow the District to contact any and all client references provided.

General Bidder Certifications and Disclosures

Firm Name: _____

Business Address: _____

Telephone No.: _____ Date of Bid: _____

I. Criminal and Civil History. By submission of this bid, the Bidder hereby certifies under oath that the Bidder, its directors, partners, principal officers and key employees have no criminal convictions or adverse civil judgments.

Yes _____ No _____

If the answer is "no", the Bidder shall disclose under oath the following:

A. The court, date, docket number and description of any and all misdemeanor convictions involving moral turpitude, conviction of a bidding crime and other felony convictions of the Bidder, or the Bidder's directors, partners, principal officers or key employees. The term "key employee" for each statement shall include, but is not limited to, any employee who has an ownership interest in the Bidder and any employee who shall have contact with the schools, including all delivery personnel. A "bidding crime" is defined as any act in violation of state or federal law including, but not limited to, fraud, conspiracy, collusion, perjury, or material misrepresentation. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

B. A list of all civil cases, identifying the Court, date and docket number in which a final verdict was rendered against the bidding Bidder or the Bidder's directors, partners, principal officers or key employees on the ground of fraud, misrepresentation, dishonesty, deceit, breach of contract or any other matter involving allegations of failure to perform on a contract.

C. The court, date, docket number and description of any felony convictions whatsoever of the Bidder, as well as the contractor's/vendor's directors, partners, principal officers or key employees. The term "key employee" includes, but is not limited to, any employee who has an ownership interest in the Bidder and any employee that shall have contact with the schools, including all transportation personnel. The Bidder shall not be required to disclose any conviction which has been annulled by a court.

II. Creditor Relationships and Business History. Bidder hereby certifies that it:

A. Has been in business for _____ years.

B. Is current on all undisputed business debts.

C. Has not filed for bankruptcy protection. In the alternative, Bidder filed for bankruptcy protection on _____.

III. Equal Opportunity Employer. Bidder hereby certifies that it is an Equal Opportunity Employer and that it does not engage in any discriminatory hiring or employment practices.

Yes _____ No _____

IV. Safety and Licensure. Bidder certifies that it holds all permits, licenses and certifications, whether federal or state, necessary to provide services to the District and meets all applicable safety standards.

Yes _____ No _____

V. Insurances. Bidder holds all the insurances which shall be required by the District.

Yes _____ No _____

VI. Criminal Records and Training. Bidder complies with all criminal records check requirements for its employees and meets all state and federal employee training and licensure requirements.

Yes _____ No _____

VII. Contract Performance. Bidder certifies that it has never had a contract terminated for nonperformance.

Yes _____ No _____

If the answer is no, please provide a separate detailed written description of the circumstances giving rise to termination, providing the name, address and contact information of the terminating party.

The District reserves the right, at its sole discretion, to reject any Proposal which fails to contain the above-referenced certifications or disclosures. The District reserves the right, at its sole discretion, to reject any Bidder on the basis of any criminal history, civil litigation credit history or business record which it deems to be averse to the interests of the District.

Bidder's Name: _____

Signature: _____

Title: _____

Date: _____

Bid Submission Form

Name of Bidder: _____

Street Address: _____

Town: _____ State: _____ Zip: _____

Business Phone Number: _____

Business Contact Name: _____

Email: _____

#2 Fuel Oil

Fixed net price per gallon valid from July 1, 2021 through June 30, 2022:

\$ _____.

Propane

Fixed net price per gallon valid from July 1, 2021 through June 30, 2022:

\$ _____.

Bids should be electronically transmitted to the address listed below with the required subject line.

“FUEL OIL and PROPANE BID 2021 - 2022”

Electronic Submission

rpreston@sau39.org

Roger Preston, Director of Facilities

Submit bids no later than 10:00 AM on Monday, May 19, 2021

Appendix A

Delivery Locations and Fuel Tank Size and Type

Amherst School District:

Building	Location	Tank Size and Type	Fuel
Clark School	14 Foundry St. Amherst, NH 03031	2,000 Gallons Aboveground	#2 Fuel Oil
Wilkins School	80 Boston Post Rd. Amherst, NH 03031	4,000 Gallons Underground	#2 Fuel Oil
Wilkins School	80 Boston Post Rd. Amherst, NH 03031	1,000 Gallons Aboveground	Propane
Bean House	10 Cross Rd. Amherst, NH 03031	2 x 100 Gallons Aboveground	Propane

Mont Vernon School District:

Building	Location	Tank Size in Gallons	Fuel
Mont Vernon Village School	Hardwood Rd. Mont Vernon, NH 03057	8,000 Gallons Underground	#2 Fuel Oil

Addendum #1
School Administrative Unit #39
Fuel Oil and Propane Bid
May 12, 2021

This Addendum #1 is in reference to the fuel oil and propane bid sent out on May 7, 2021. The purpose of this Addendum is the Town of Amherst is seeking to be included in the Fuel Oil and Propane Bid, however, the Town's portion of this bid award is subject to Board of Selectmen approval. With the District and Town operating under separate governing bodies, final contract documents and billing arrangements will be coordinated for each entity by the SAU #39 District Business Administrator and the Town of Amherst Director of Public Works, respectively.

Town of Amherst Tank Sizes and Locations:

Building	Location	Tank Size and Type	Fuel
South Fire Station	Stearns Road, Amherst, NH 03031	1,000 Gallons Underground	Propane
Central Fire Station	177 Amherst Street, Amherst, NH 03031	1,000 Gallons Underground	Propane
Recreation Office	4 Cross Road, Amherst, NH 03031	325 Gallons Underground, 120 Gallons Above Ground	Propane
Police/Rescue Generator	Amherst Street, Amherst, NH 03031	325 Gallons Above Ground	Propane
Department of Public Works	22 Dodge Road, Amherst, NH 03031	325 Gallons Above Ground	Propane
Transfer Station (Red Barn & Clock Room)	260 NH- Route 101, Amherst, NH 03031	2- 100 Gallons Above Ground	Propane
Birch Pond	13 Baboosic Lake Road, Amherst, NH 03031	100 Gallons Above Ground	Propane
Library	14 Main Street, Amherst, NH 03031	1,000 Gallons Above Ground	#2 Fuel Oil
Police Station	175 Amherst Street, Amherst, NH 03031	2- 275 Gallons Above Ground	#2 Fuel Oil
Town Hall	2 Main Street, Amherst, NH 03031	2- 275 Gallons Above Ground	#2 Fuel Oil

Department of Public Works	22 Dodge Road, Amherst, NH 03031	275 Gallons Above Ground	#2 Fuel Oil
Buck Meadow Club House	32 NH-101 A, Amherst, NH 03031	275 Gallons Above Ground	#2 Fuel Oil

Amherst School District Tank Sizes and Locations:

Building	Location	Tank Size and Type	Fuel
Clark School	14 Foundry Street, Amherst, NH 03031	2,000 Gallons Aboveground	#2 Fuel Oil
Wilkins School	80 Boston Post Road, Amherst, NH 03031	4,000 Gallons Underground	#2 Fuel Oil
Wilkins School	80 Boston Post Road, Amherst, NH 03031	1,000 Gallons Aboveground	Propane
Bean House	10 Cross Road, Amherst, NH 03031	2 x 100 Gallons Aboveground	Propane

Mont Vernon School District Tank Sizes and Locations:

Building	Location	Tank Size in Gallons	Fuel
Mont Vernon Village School	Hardwood Road, Mont Vernon, NH 03057	8,000 Gallons Underground	#2 Fuel Oil

Fuel Oil Bid

4/20/2021

- Dennis K. Burke: j.cote@burkeoil.com
- Palmer Gas: ce@palmergas.com
- Rymes Propane and Oil: dustinc@rymes.com
- Dead River Company: bill.karkheck@deadriv.com
- Nashua Disposal, Fuel, Seal Coating: nashuafuel@gmail.com
- Irving Oil: tara.frost@irvingoil.com
- Broco Oil: office@brocooil.com
- Ciardelli Fuel: mciardelli@cfuel.com
- Rick Wenzel Oil: info@rickwenzeloil.com
- Suburban Propane: krichards@suburbanpropane.com



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Expenditure Status Update
Meeting Date: May 24, 2021

Department: Finance Department
Staff Contact: Laurie May

BACKGROUND INFORMATION:

Informational Update on the revenues and expenditures for FY 21 as of April 30, 2021. 83% of the year has expired at that point. 17% of the year remains.

BUDGET IMPACT:

(Include general ledger account numbers)

Legal and Animal Control are over budget. On the revenue side, motor vehicle fees are down and building permits are up. Other State Revenue includes the State Covid 19 Grants in the amount of \$260,000. On the expenditure side, many budgets have more than the 17% remaining, such as planning and welfare. You'll see in May that the journal entry has been done moving \$8,000 of Patriotic Purposes to the July 4th fund and Fire will be processing its annual pay before year end.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

None, just an update on where we stand on the budget.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 043021 Budget v Actual - Revenue & Expenditures
2. 043021 Budget v Actual - Revenue

Town of Amherst
FY 21 Budget v Actual - Expense
As of 4/30/21

Department	Budget	Actual	\$ Remaining	% Remaining
Executive	468,818	334,461	134,357	28.7%
Election, Reg & Vital Stats	220,623	183,097	37,526	17.0%
Financial Administration	311,458	249,819	61,639	19.8%
Tax Collecting	138,342	105,183	33,159	24.0%
Assessing	181,166	138,683	42,483	23.4%
Legal	45,800	46,321	-521	-1.1%
Personnel Administration	226,656	188,008	38,648	17.1%
Planning	110,546	17,164	93,382	84.5%
Zoning	440,057	324,193	115,864	26.3%
Government Buildings	333,048	261,629	71,419	21.4%
Cemeteries	41,002	23,935	17,067	41.6%
Property/Liability Insurance	132,526	130,526	2,000	1.5%
Police	2,687,160	2,050,753	636,407	23.7%
Rescue	637,007	499,635	137,372	21.6%
Fire	685,840	417,451	268,389	39.1%
Emergency Management	8,501	8,500	1	0.0%
Communications	480,784	382,372	98,412	20.5%
Public Works Administration	421,944	304,820	117,124	27.8%
DPW Operations	4,192,495	2,297,649	1,894,846	45.2%

Department	Budget	Actual	\$ Remaining	% Remaining	
Street Lighting	27,350	18,739	8,611	31.5%	
Souhegan Regional Landfill	391,579	277,740	113,839	29.1%	
Landfill	298,832	251,127	47,705	16.0%	
Health Administration	2,159	1,801	358	16.6%	
Animal Control	401	729	-328	-81.8%	
Health & Human Services	50,000	50,000	0	0.0%	
Direct Assistance (Welfare)	14,326	379	13,947	97.4%	
Recreation	404,545	323,969	80,576	19.9%	
Parks	13,773	7,797	5,976	43.4%	
PMEC	1	0	1	100.0%	
Library	1,025,175	744,174	281,001	27.4%	
Patriotic Purposes	8,500	0	8,500	100.0%	
Heritage Commission	2,572	406	2,166	84.2%	
Conservation Commission	14,991	13,575	1,416	9.4%	
Principal - Long Term Bonds	1,156,000	956,000	200,000	17.3%	
Interest - Long Term Bonds	114,723	110,479	4,244	3.7%	
COVID-19 Expenses	0	50,230	-50,230	N/A	
Total General Fund Expenses:	15,288,700	10,771,345	4,517,355	0	29.5%

Town of Amherst
FY 21 Budget v Actual - Revenue
As of 4/30/21

Department	Budget	Actual	\$ Collected / (Uncollected)	% Remaining
Taxes (Other than Property Tax)	31,000	15,000	(16,000)	-51.6%
Current Property Tax Interest	170,000	27,774	(142,226)	-83.7%
Business Licenses & Permits	212,000	160,973	(51,027)	-24.1%
Motor Vehicle Permit Fees	3,000,000	1,379,088	(1,620,912)	-54.0%
Building Permits	99,500	146,288	46,788	53.0%
Other Licenses, Permits & Fees	44,280	28,227	(16,053)	-36.3%
State Municipal Aid	0	76,613	76,613	N/A
Meals & Rooms Tax	582,000	586,941	4,941	99.2%
Highway Block Grant	330,000	195,035	(134,965)	-40.9%
State & Fed. Forest Land Reim.	11	0	(11)	-100.0%
Other State Revenue	400	268,430	268,030	-66907.6%
Other Intergovernmental Revenue	90,000	92,409	2,409	97.3%
Charges for Services	551,920	203,298	(348,622)	163.2%
Sale of Municipal Property	26,400	8,200	(18,200)	168.9%
Interest on Investments	340,200	101,531	(238,669)	-70.2%
Fines and Forfeits	2,500	25	(2,475)	-99.0%
Misc. Revenue	2,000	91,531	89,531	-4376.6%
Total General Fund Revenue	5,480,211	3,289,832	-2,190,379	-40.0%



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Petition and Pole License PSNH#: 21-1564 **Department:** Town Clerk

Meeting Date: May 24, 2021 **Staff Contact:**

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the Petition and Pole License PSNH#: 21-1564 for placement of a utility pole on MERRIMACK RD, BOSTON POST RD, THORNTON FERRY RD and to authorize the Board of Selectmen to sign the document on behalf of the Town of Amherst

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. PSNH Petition and Pole License 21-1564
2. Pole location plan 21-1564_PLP

**TOWN OF AMHERST, NEW HAMPSHIRE
Petition and Pole License**

PETITION

To the Board of Selectmen of the Town of Amherst, New Hampshire.

PUBLIC SERVICE OF NEW HAMPSHIRE and Consolidated Communications of Northern New England Company, LLC requests a license to install and maintain underground conduits, cable and wires, and maintain poles and structures with strengthening and protecting fixtures as may be necessary along, and under the following public ways:

License six (6) pole(s), 55/84S, 9/68Z, 9/84Y, 9/85S, 9/85Y, 99/3A located on MERRIMACK RD, BOSTON POST RD, THORNTON FERRY RD in the Town of Amherst.

Consolidated Communications of Northern New England Company, LLC

Public Service Company of New Hampshire, dba Eversource Energy

BY: _____ *Kimberley Burgess* _____
Specialist

BY: _____ *Pam Gaudreault* _____
Pam Gaudreault, Licensing

POLE LICENSE

Upon the foregoing petition and it appearing that the public good so requires, it is herby

ORDERED

1. This 25th day of February, 2021, that PUBLIC SERVICE OF NEW HAMPSHIRE and Consolidated Communications of Northern New England Company, LLC be and herby are granted a license to erect and maintain poles and structures, with wires, cables, conduits and devices thereon, together with sustaining, said wires, except such as are vertically attached to poles and structures, shall be placed in accordance with the National Electrical Safety Code in effect at the time of petition and/or license is granted.

The approximate location of the poles and structures shall be shown on plan marked "POLE LOCATION PLAN" No. 21-1564, dated 11/2/2020, attached hereto and made a part hereof.

2. In accordance with the requirements of RSA 72:23, I (b), the licensee(s) hereunder and any other entity using or occupying the property of the municipality pursuant to this

license 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. 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. Furthermore, in accordance with the requirements of RSA 72:23, I (b), the licensee(s) and any other entity using and/or occupying property of the municipality pursuant to this license shall be obligated to pay real and personal property taxes on structures or improvements added by the licensee(s) or any other entity using or occupying the property of the licensor pursuant to this license.

3. In accordance with the requirements of RSA 72:23, I, (b), this License is granted to the Licensee subject to that condition that the Licensee shall be responsible for notifying the Town of Amherst Assessing Office, within 90 days of construction and/or attachments, the name and address of each entity that attaches to the Licensed pole(s) as referenced herein. Further, this License is granted subject to the condition that the Licensee shall annually update the information provided to the Town of Amherst Assessing Office on or before April 1st of each year, to include the name and address of all entities that are attached to the licensed pole(s) and any entities that have removed their attachments. Notwithstanding any other penalties allowed by law, failure to provide the notifications as set forth in this License when due shall be cause for the Town of Amherst to provide a written notice to the Licensed entity to show cause by a date certain specified in the notice as to why this License should not be terminated for breach of conditions.

For the Town of Amherst, by its duly authorized Board of Selectmen, acting at a duly posted, public meeting held on the _____ day of _____, 20____;
ATTEST:

Town of Amherst, New Hampshire

BY: _____ BY: _____

BY: _____ BY: _____

BY: _____ BY: _____

UNDER SEAL OF THE TOWN, RECEIVED AND RECORDED ON THIS _____ DAY
OF _____, 20____, BY:

NANCY DEMERS, TOWN CLERK

POLE LOCATION PLAN

EVERSOURCE and
DATE 11/02/2020

LICENSE NO. 21-1564

MUNICIPALITY: Amherst

STATE HWY. DIV. NO. 5

STREET / ROAD: MERRIMACK RD,
BOSTON POST RD,
THORNTON FERRY RD

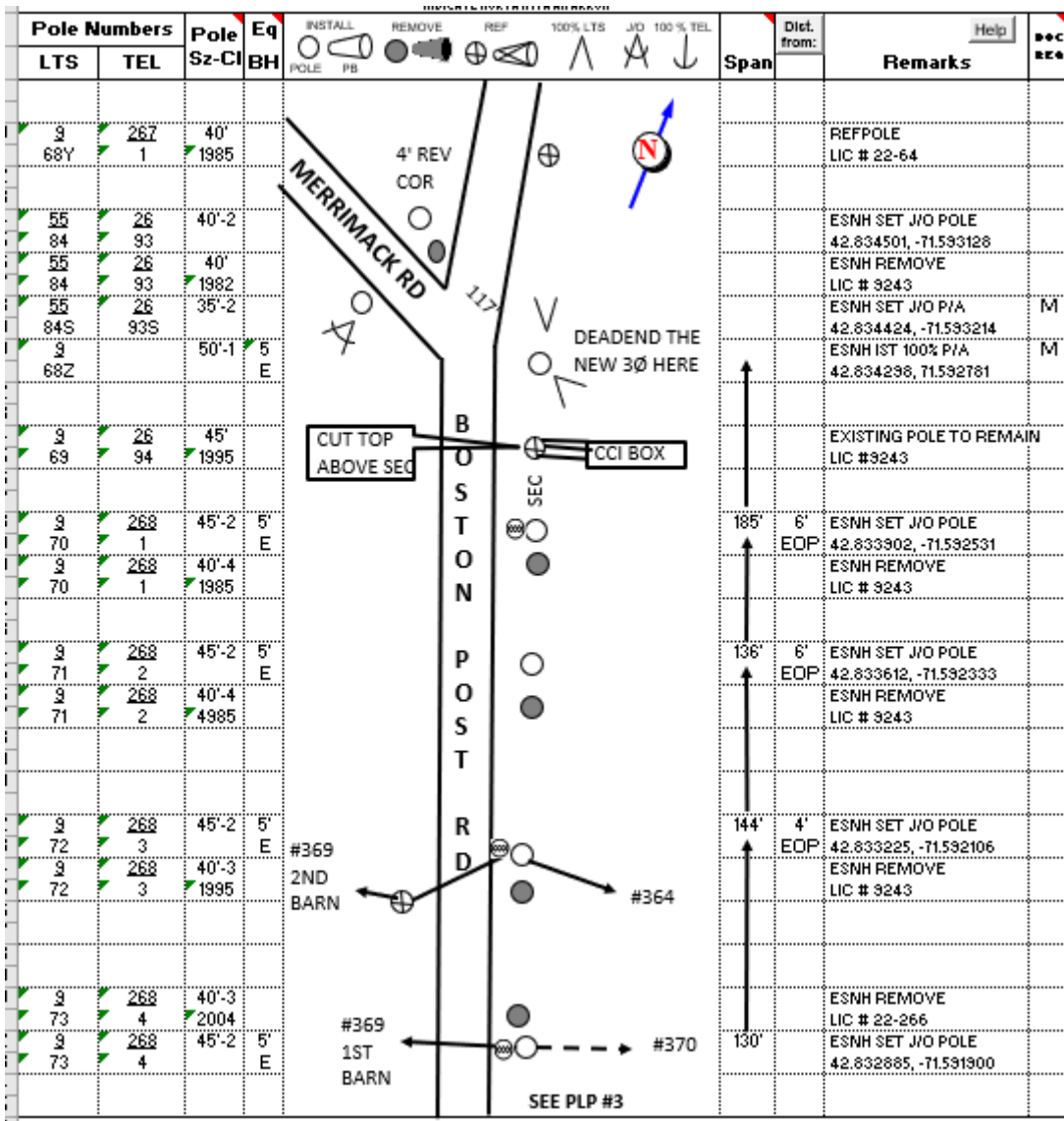
STATE LICENSE NO. _____

PSNH OFFICE: Nashua
PSNH ENGINEER: Scott Perkins

WORK REQUEST# 3350122
WORK FINANCIAL # 9N030274

TELCO ENGINEER: _____

TELCO PROJECT # _____



POLE LOCATION PLAN

EVERSOURCE and
DATE

11/02/2020

LICENSE NO.

21-1564

MUNICIPALITY:

Amherst

STATE HWY. DIV. NO.

5

STREET / ROAD:

MERRIMACK RD,
BOSTON POST RD,
THORNTON FERRY
RD

STATE LICENSE NO.

PSNH OFFICE:

Nashua

WORK REQUEST#

3350122

PSNH

Scott Perkins

WORK FINANCIAL #

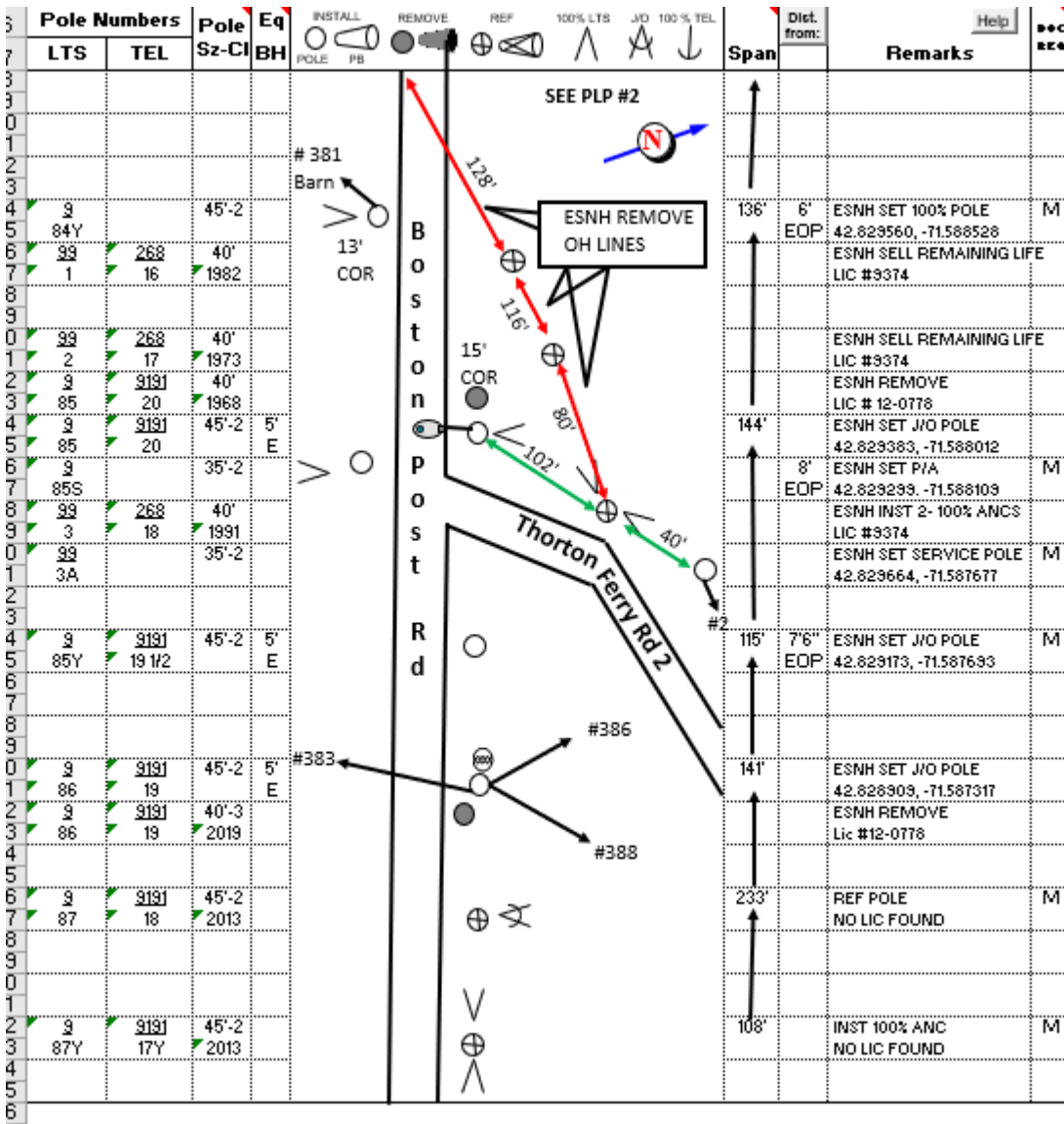
9N030274

ENGINEER:

TELCO

TELCO PROJECT #

ENGINEER:





Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing - July 2021 Tax Warrant

Department: Assessing

Meeting Date: May 24, 2021

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Item 6.3

The Tax Warrant for property taxes due on July 1, 2021 in the amount of \$ 24,970,108. is being presented to the Board for approval and signature.

Suggested Motion:

I move to approve and sign the July 2021 Tax Warrant in the amount of \$ 24,970,108.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. July 2021 Tax Warrant



TOWN OF AMHERST
2 Main Street
Amherst, NH 03031
www.amherstnh.gov
Tel. (603) 673-6041 Fax (603) 673-4138

**LEVY OF JULY 2021 TAX WARRANT
STATE OF NEW HAMPSHIRE**

Hillsborough ss:

1. To Gail P Stout, Collector of taxes for the Town of Amherst in said county:
Hillsborough.
2. In the name of the State you are hereby directed to collect the taxes in the list herewith committed to you, amounting in all to the sum of twenty four million, nine hundred seventy thousand, one hundred eight dollars and zero cents. (\$24,970,108.00) with interest at 8 percent per annum from July 1, 2021 thereafter on all sums not paid on or before that date.
3. And we further direct you to pay all moneys collected to the town treasurer, or to the town treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total \$1,500 or more.
4. Given under our hands and seal of Amherst, New Hampshire.

Peter Lyon Date

Dwight Brew Date

Reed Panasiti Date

Thomas P Grella Date

John D'Angelo Date



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

Title: Baboosic Lake Community Septic Warrants

Department: Tax Collector

Meeting Date: May 24, 2021

Staff Contact: Gail Stout

BACKGROUND INFORMATION:

Item 6.4

The Baboosic Lake Community Septic Warrants due for July 1, 2021 are being presented to the Board for approval and signature.

Suggested Motion:

I move to approve and sign the July 2021 Baboosic Lake Community Septic Warrants as follows:

Phase I \$ 2,014.08

Phase II \$ 5,444.75

Phase III \$ 6,633.58

Phase IV \$ 4,725.23

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Baboosic Lake Community Septic Warrants July 2021
2. Confidential Packet 5.24.21 Item 6.4 BLCS Warrants



TOWN OF AMHERST

2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Tel. (603) 673-6041 ext. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase I quarterly invoice for the properties included in the attached list, amounting in all to the sum of Two Thousand, Fourteen Dollars and Eight Cents (\$2,014.08).

With interest at eight (8) percent per annum from the 1st day of July, 2021 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 24th day of May, 2021.

Peter Lyon

Dwight Brew

Reed Panasiti

Thomas Grella

John D'Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase II Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Five Thousand, Four Hundred Forty-four Dollars and Seventy-five Cents (\$ 5,444.75).

With interest at eight (8) percent per annum from the 1st day of July, 2021 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 24th day of May, 2021.

Peter Lyon

Dwight Brew

Reed Panasiti

Thomas Grella

John D'Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase III Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Six Thousand, Six Hundred Thirty-three Dollars and Fifty-eight Cents (\$ 6,633.58).

With interest at eight (8) percent per annum from the 1st day of July, 2021 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 24th day of May, 2021.

Peter Lyon

Dwight Brew

Reed Panasiti

Thomas Grella

John D'Angelo

Board of Selectmen, Amherst, New Hampshire



TOWN OF AMHERST

2 Main Street
Amherst, NH 03031
www.amherstnh.gov

Tel. (603) 673-6041 ex. 201 Fax (603) 673-4138

TAX COLLECTOR'S WARRANT

STATE OF NEW HAMPSHIRE

Hillsborough S.S.

TO: Gail P. Stout, Collector of Taxes
For the Town of Amherst in said County.

In the name of said State, you are directed to collect the Baboosic Lake Community Septic Phase IV Quarterly Invoice for the properties included in the attached list, amounting in all to the sum of Four Thousand, Seven Hundred, Twenty-five Dollars and Twenty-three Cents (\$ 4,725.23).

With interest at eight (8) percent per annum from the 1st day of July, 2021 on all sums not paid on or before that date.

And we further direct you to pay all moneys collected to the Treasurer or the Treasurer's designee of said Town at least on a weekly basis when receipts exceed \$1,500.00 or more often as directed by the Commissioner of the Department of Revenue Administration.

Given under our hands and seal at Amherst, New Hampshire this 24th day of May, 2021.

Peter Lyon

Dwight Brew

Reed Panasiti

Thomas Grella

John D'Angelo

Board of Selectmen, Amherst, New Hampshire



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Minutes Approval
Meeting Date: May 24, 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 \$218,704.93 dated May 6, 2021, subject to review and audit.

AP2~ I move to approve one (1) FY21 Payroll Manifest in the amount of \$219,273.16 dated May 20, 2021, subject to review and audit.

Accounts Payable

AP3 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$575,572.49 dated January 19, 2021, subject to review and audit (NH DMV).

AP5 ~ I move to approve one (1) FY21Accounts Payable Manifest in the amount of \$3,024,202.00 dated March 16, 2021, subject to review and audit.

Minutes

~ I move to approve the Board of Selectmen meeting minutes of May 10, 2021.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2021.05.10 BOS Meeting Minutes, DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, May 10, 2021 6:30PM

1 **1. Call to Order**

2 Chairman Peter Lyon called the meeting to order at 6:31 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 +1 312
20 626 6799 and using a webinar ID of 874-0893-5798 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. Board of Health**

40 **2.1 Wavier, Septic Regulation Ordinance**

41 Chairman Lyon explained that the Board of Health is made up of the Board of Selectmen and
42 the Building Inspector/Health Officer, Scott Tenney. This waiver request is for the Tastee
43 Kone business located on Route 101.

44
45 Scott Tenney explained that the business has been located in the parking lot of the Patio Barn
46 for a number of years. Tastee Kone was previously tied into the Patio Barn's septic. There
47 was recently a change of owner for Tastee Kone, and DES is now requiring the business to
48 remove itself from Patio Barn's septic system and get its own. Tastee Kone has a limited area
49 to install a new septic system on site. Pursuant to Town's septic ordinance, the Board of
50 Health must review any waiver requests. The regulations stated that the design percolation
51 rate must be 12 minutes/inch and separate from the water tables. The waiver request is asking
52 for a design percolation rate of 5 minutes/inch based on a flow calculation from Sandford
53 Surveying and Engineering, Inc., and how much water is being used on site. The request
54 exceeds the minimum of Tastee Kone's needs and is within the uses of the business.

55
56 In response to a question from Chairman Lyon, Scott Tenney explained that the septic system
57 is planned to be used for general water waste from food preparation (hand washing, dish
58 washing, hot dog steamer, etc.). Tastee Kone uses portapottys for employees and customers.

59
60 In response to a question from Chairman Lyon, Scott Tenney stated that Tastee Kone
61 currently has an average 40 gallon/day usage. This proposed system is designed to handle 300
62 gallons/day.

63
64 Selectman Brew suggested capping the number of sinks and dishwashers on site in order to set
65 a possible maximum load for the system. He is concerned about the system possibly failing in
66 the future.

67
68 Scott Tenney stated that the Board could make a condition of approval for limiting the number
69 of days that the business may be in operation per year. Scott Tenney stated that he has
70 concerns about how this would be policed. He also noted that the number of appliances does
71 not always equate to the flow level.

72
73 In response to a question from Selectman Grella, Scott Tenney stated that the business will be
74 required to have an alarm installed for this septic system.

75
76 Town Administrator Shankle stated that the system must be inspected annually to inspect for
77 sludge and surface scum.

78
79 In response to a question from Chairman Lyon, Scott Tenney explained that the permit would
80 be limited to the specific current trailer being used for the business. If the business would like
81 to expand or create a permanent building, this would trigger a Non-Residential Site Plan
82 which would come before the Board and the Planning Board.

83

84 In response to a question from Selectman Panasiti, Scott Tenney stated that Tastee Kone
85 currently has an above ground septic holding tank. The proposal is for an inground system
86 that will be pumped to a leach bed, approximately 34 feet away.

87

88 Earl Sanford, Sanford & Sons, and Evan Jones, owner of Tastee Kone, joined the Board. Earl
89 Sanford explained that there is not a fryolator or ice cream dipper on site. He noted that the
90 owner must maintain the system, or it will quickly flood. This is a self-regulating system. No
91 enzymes are needed as this is for gray water only.

92

93 Scott Tenney stated that he has no objections to the proposed waiver.

94

95 *A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to grant a*
96 *waiver of Amherst Ordinance Section G Article XI(A) 11 requiring 12 minutes per inch EDA,*
97 *upon two condition; that the system be installed as seasonal use only, and that no restroom*
98 *facilities be added to the system. The Board, having found that either: 1. Strict conformity*
99 *with the regulation from which such waiver has been requested would pose an unnecessary*
100 *hardship to the applicant; and the granting of the waiver will not be contrary to the spirit and*
101 *intent of this ordinance; or 2. Specific circumstances relative to the property in question or*
102 *special conditions inherent in the property itself indicates the waiver will properly carry out*
103 *the spirit and intent of this ordinance.*

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

106

107 **3. Citizen’s Forum – none.**

108

109 **4. Scheduled Appointments**

110

4.1. Trustees of the Trust Fund

111

112 Bob Grunbeck, of the Trustees of the Trust Fund, joined the Board to discuss Town Capital
113 Reserve Funds (CRFs) and Trust Funds. He explained that the Trustees of the Trust Fund
114 have noticed that the use of CRFs by Town organizations has increased, while the current
115 interest rates have diminished. The Trustees of the Trust funds pool all Capital Reserves.
116 These funds are invested in a manner in which the group maintains a level of liquidity to meet
117 the anticipated and unanticipated expenses that these Capital Reserves are designed for. In
118 that light and in response to current interest rates, the Trustees are finding it increasingly
119 difficult to get desired yields on the holdings. Currently 6-12-month CDs are only yielding 15
120 basis points and Cash is yielding 3 basis points. The group has a current investment
121 management agreement with Cambridge Trust in which it does not pay any management fees
122 on the CRFs. However, inflation is currently running at a rate of approximately 1.8%
123 annually. Consequently, the purchasing power of the Capital Reserves currently held are
124 losing approximately 1.6% annually in real value. He noted that, as of March 31, 2021, on
125 \$3.6M, only \$12.50 interest is being gained for that month.

125

126 Bob Grunbeck explained that the Trustees are hoping that the Town can develop a plan based
127 on how to expend what is currently being held in CRFs and Trust Funds. As of March 31,
128 2021, the Town is holding \$2.5M in CRFs and approximately \$995,000 is in the Fire &
129 Rescue Vehicle and Equipment CRF.

130

131 In response to a question from Selectman Brew, Bob Grunbeck stated that the Cemetery
132 Trustees are holding \$340,000 on the income side, which is more than enough to cover their
133 expenses. The group also holds approximately \$1.5M in principle. The Trustees are not seeing
134 a negligible return on this portfolio. At a rate of 1.2-1.3% on this \$1.5M (\$18,000-
135 20,000/year), the Cemetery Trustees are replenishing their income faster than they spend it.

136

137 Selectman D'Angelo stated that the Cemetery Trustees are a separately elected Town board.
138 He noted that the money being held in the Fire & Rescue Vehicle & Equipment CRF is spent
139 infrequently but in large chunks. The Town often saves to purchase very expensive pieces of
140 equipment. The Board could discuss trying to hold a lower balance in that account.

141

142 In response to a question from Selectman Panasiti, Bob Grubeck stated that there are no fees
143 paid on CRFs, but there are fees paid on the income side, so thus money is being lost in some
144 cases. The Trustees invest the money pooled but track it individually. The money is being co-
145 invested, and the Trustees follow all applicable State rules.

146

147 **4.2. 4th of July Committee**

148 Kim Ayers, Gretchen Pyles, and Leslie Bennett, of the 4th of July Committee, joined the
149 Board.

150

151 Chairman Lyon explained that the Committee has always had an informal relationship with
152 the Town. It was recently determined that a more formal relationship with bylaws should be
153 determined. This will consist of a five-person Committee, with volunteers appointed as
154 needed. The Committee will now be subject to the Right to Know law, must make their
155 meetings available to the public, and must take meeting minutes.

156

157 Leslie Bennett explained that the main idea is for a Steering Committee that oversees smaller
158 subcommittees to pull off any events.

159

160 Selectman D'Angelo noted that the Committee will probably not have as free of a hand as it's
161 had in the past, now that it is a Town Committee.

162

163 Leslie Bennett noted that the Committee has always had agenda and meeting minutes.

164

165 In response to a question from Selectman Grella, Leslie Bennett stated that the Committee has
166 considered going the way of other towns and charging for political participation in the 4th of
167 July parade. The group ultimately decided that it would like to maintain control over the
168 parade and not be subject to any bidding wars.

169

170 Selectman Grella noted that the section of the parade route used by political parties is not
171 often kept clean.

172

173 Selectman Panasiti suggested that there be a Board of Selectmen representative to this
174 Committee.

175

176 A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to approve
177 the 4th of July Committee bylaws as presented, adopt them, and allow the Chair to sign on
178 behalf of the Board.

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

181

182 5. Administration

183 5.1 Administrative updates, including discussion regarding town deliberative 184 session and upcoming voting.

185 Leslie Bennett explained that the 4th of July Committee is proposing a reverse parade this
186 year, instead of the regular 4th of July parade. The group has discussed that it is still unsafe to
187 proceed with regular events. The reverse parade is proposed to be held at Souhegan High
188 School, with acts along the parade route. There are no fireworks and no Town events on the
189 Green proposed this year. The group usually fundraises in order to fund 2/3 of the money
190 needed, which is has not been able to do this year. The Committee is requesting that the Town
191 pay approximately \$5,000-6,500 in order to obtain the acts that would like to participate this
192 year. Gretchen Pyles noted that the Town has earmarked funds for this event already and that
193 the Committee will not exceed the funds designated.

194

195 Selectman Brew explained that he believes a good portion of the Town that wants to be
196 vaccinated, will be by July 4th. However, he noted that many of the parade attendees are
197 usually 16 and under and are unable to be vaccinated at this time.

198

199 Selectman D’Angelo stated that he has mixed feelings. While he agrees that it is nice for the
200 Town to have any sort of event for 4th of July, he believes that most of those that would be
201 involved in the parade will have the option to be vaccinated or already gather on a regular
202 basis.

203

204 Leslie Bennett stated that the 4th of July volunteers have expressed concerns regarding being
205 able to socially distance. The group also considered an elongated parade route, but some of
206 the acts were not interested.

207

208 Chairman Lyon explained that this decision has to be made expediently.

209

210 Selectman Grella stated that he was in the first 4th of July parade in 1968. He is glad that an
211 event is being considered and believes it is best to err on the side of caution.

212

213 In response to a question from Selectman Panasiti about fireworks being sponsored for other
214 events in Town, Leslie Bennett explained that it would be hard for the Committee to manage
215 who attends the event, and difficult to fundraise the money needed.

216

217 In response to a question from Selectman Panasiti, Gretchen Pyles stated that the Committee
218 will invite Town groups to be part of the reverse parade and floats will be welcome to be
219 parked at the entrance to the High School. There are nine bands that might also possibly
220 participate.

221

222 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti that the
223 Board of Selectmen support the recommendations of the 4th of July Committee.
224 By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye;
225 Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

226

227 **5.2 Discussion and possible approval of the 4th of July Committee's updated**
228 **bylaws.**

229 This was previously discussed.

230

231 **6. Staff Reports**

232 **6.1. Town Administrator’s Report & Deliberative Session Review**

233 Town Administrator Shankle explained that the Federal Government has released guidelines
234 regarding the recovery funds to be distributed to Towns.

235

236 Selectman Brew stated that he believes the Deliberative Session went well with two
237 exceptions: First, for anyone watching remotely, either live or after the fact, significant
238 portions of the audio is unintelligible. It needs to be standard that residents can clearly hear all
239 speakers and see all presentation materials. Secondly, he believes that there was factually
240 incorrect information given during the Deliberative Session. Voters know that there are parts
241 of running the Town that are complex and trust that the Selectmen understand these details
242 and are honest when communicating them. There can be differences in opinions between
243 Selectmen, but not differences in facts.

244

245 Selectman D’Angelo stated that attendance was a little low, but he was happy people came to
246 Deliberative Session.

247

248 Selectman Panasiti noted that he believes individual microphones are a good idea for future
249 Deliberative Sessions.

250

251 Chairman Lyon echoed Selectman Brew’s comments that there was inaccurate information
252 and figures shared by certain Selectmen during the Deliberative Session. He stated that
253 Selectmen should be accurate when giving facts during these meetings.

254

255 **6.1 Assessing Revaluation CRF Withdrawal Request**

256 Finance Director, Laurie May, explained that this withdrawal from the Assessing Revaluation
257 CRF is to pay for the utility part of the revaluation. This is to cover this year’s portion. An
258 additional \$3,750 will be requested to be transferred each year after this.

259

260 A MOTION was made by Selectman Panasiti and SECONDED by Selectman Brew to approve
261 and sign for the withdrawal of \$7,800 from the Assessing Revaluation Capital Reserve Fund
262 to cover the cost for FY21 per contract.

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

265

266 **6.2 Part-Time Crossing Guard - Approval of New Hire**

267 A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to
268 appoint Mr. Anthony Culotta to the position of Special Officer - Crossing Guard with the
269 Amherst Police Department, effective May 10, 2021.
270 By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;
271 Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

272

273 **6.3 Master Plan Contract**

274 Selectman Brew explained that the Master Plan Steering Committee first sent out a survey
275 town-wide that received 1,800 responses. The group has decided to take a theme-based
276 approach to this update. Last month, the Committee interviewed three companies to
277 potentially contract with the Town for this update. The Committee unanimously chose
278 Resilience, from Plymouth, NH, to execute this contract with.

279

280 Nic Strong, Community Development Director, explained that the group was particularly
281 impressed with Resilience because of the number of Master Plans they've helped create, along
282 with their open space and transportation studies. Resilience's description of an
283 implementation plan was interesting, and the Committee believes Resilience will be able to
284 help them create an actionable and usable document, along with an online presence through a
285 Story Map.

286

287 Selectman D'Angelo noted that the last Master Plan process left the Town without an
288 actionable plan that included tradeoffs. He is happy to support this recommendation but hopes
289 for more this time around.

290

291 Nic Strong noted that the Committee will also be working with NRPC on a build-out study
292 regarding the land use, zoning ordinances, and the Town's wishes, as part of this process.

293

294 Selectman Panasiti noted that there is a large amount proposed to be expended for this update
295 and hopes that the Town will get its money's worth. Nic Strong stated that the Committee
296 will be a large part of the process and will hopefully come in under budget.

297

298 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti that the
299 Board of Selectmen approve the attached contract and statement of work with Resilience
300 Planning and Design, LLC to assist the Town of Amherst with the Master Plan Update; and to
301 furthermore authorize the expenditure of a total of \$90,040, with \$41,446.19 coming from the
302 FY21 budget and the remaining \$48,593.81 coming from the FY22 budget. The total amount
303 and the FY22 amount are contingent on the FY22 budget being approved by the voters in June
304 and that, further, this non-appropriation language be considered an addendum to the
305 approved contract.

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

308

309 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti that the
310 Board of Selectmen encumber whatever remains on June 30, 2021 of the \$41,446.19 in the
311 FY21 budget line so this portion of work can be completed in FY22 if necessary.

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

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6.4 Amherst St. letter to BOS answers

Chairman Lyon explained that the Board received a letter from a resident concerned about some proposed changes to the Amherst Street sidepath.

DPW Director, Eric Hahn, stated that the initial sidepath proposed was a conceptual layout. A civil engineer determined that putting the sidepath on the left side of the street, as originally proposed, would be more expensive and difficult than putting on the right side (when traveling from Amherst to Milford). Part of the sidepath, from Courthouse Road to the intersection light will still be located on the left side of the road. There will be a crosswalk signal installed at the intersection of Route 122 and Amherst Street in order for pedestrians and cyclists to cross safely. This work is all still proposed to be completed within the Town's right of way. This plan proposes to remove 75 trees of varying sizes on the right side of the road. This large number is being proposed in part to allow for the relocation and rebuilding of some stone walls along the road.

Selectman Grella noted that this original information is changing from what was originally voted on last year for this project. He believes it's too bad that the engineering was not completed prior to the vote.

Eric Hahn noted that this proposal is the least expensive way to construct the sidepath. The geometry of the road was not apparent until the engineering was completed. The DOT has given guidance in terms of the crosswalk that will be installed at the intersection.

In response to a question from Selectman Panasiti, Eric Hahn stated that, while it is desirable for sidepaths to be ADA compliant and part of this path will be, there are some aspects of the route that cannot be overcome, such as the grade.

Eric Hahn also noted that the DOT has agreed to be willing to accommodate a separate type of shoulder path to allow for access to Birch Park, during an upcoming bridge rebuild.

6.5 Donation to Town of 3 disease-resistant elm trees

Eric Hahn stated that Bill Widmer is proposing to purchase and donate three trees; two to be installed at Buck Meadow and one to be installed at Meadowview Cemetery. The Cemetery Trustees are okay with this proposal.

A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to accept Mr. Widmer's donation of three disease resistant Elm trees, two to be planted at Buck Meadow and one at Meadowview Cemetery.

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

7.1 Assessing – Veteran Tax Credit

A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve the Veteran Tax Credit for tax year 2021 in the amount of \$500 for the following map and lot numbers:

408 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to deny the
409 Elderly Exemption for Map 018, Lot 005-000.
410 By roll call vote: Selectman Brew – aye; Selectman D’Angelo – aye; Selectman Grella – aye;
411 Selectman Panasiti – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.

412

413 **7.4 Assessing – Abatement**

414 The taxpayer is seeking back-dated abatements to address prior tax years tax burdens which
415 are not allowed under the RSA.

416

417 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to deny the
418 abatement for Map 002, Lot 163-055.

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

421

422 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
423 the 2020 abatement for Map 008 Lot 045-021 in the amount of \$1,017.00.

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

426

427 The applicant believes the subject property is disproportionately assessed because their
428 property increased 1.25% in one year while two comparables provided each decreased .5%
429 respectively at the same time. Ongoing cyclical KRT inspections to update physical data has
430 led, in some cases, to changes both positively or negatively, in value. The Assessor reviewed
431 this and determined that the valuation is correct.

432

433 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to deny the
434 abatement for Map 002, Lot 014-003.

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

437

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

442

443 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to deny the
444 abatement for Map 001, Lot 013-000-007.

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

447

448 **7.5 Assessing - Application for Total Religious Exemption RSA 72:23, III**

449 A MOTION was made by Selectman Brew and SECONDED by Selectman Panasiti to approve
450 the Religious Exemption for map 002, lot 504-008 for the 2021 tax year under RSA 72:23, III.

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

453

454 **7.6 AP, Payroll, and Minutes Approvals**

455 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to*
456 *approve one (1) FY21 Payroll Manifest in the amount of \$212,970.60 dated April 22, 2021,*
457 *subject to review and audit.*

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

460

461 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to*
462 *approve one (1) FY21 Accounts Payable Manifest in the amount of \$255,784.89 dated April*
463 *13, 2021, subject to review and audit.*

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

466

467 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to*
468 *approve one (1) FY21 Accounts Payable Manifest in the amount of \$385,466.56 dated April*
469 *27, 2021, subject to review and audit.*

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

472

473 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Panasiti to*
474 *approve one (1) FY21Accounts Payable Manifest in the amount of \$3,266,427.00 dated May*
475 *1, 2021, subject to review and audit (School disbursements).*

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

478

479 *A MOTION was made by Selectman Panasiti and SECONDED by Selectman D'Angelo to*
480 *approve the Board of Selectmen meeting minutes of April 19, 2021.*

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

483

484 **8. Action Items**

485 The Board reviewed its action items.

486

487 **9. Old/New Business**

488 Chairman Lyon noted that there will be a dedication ceremony for the flagpole installed by
489 Andrew Mullin on Flag Day at Forestview Cemetery.

490

491 *A MOTION was made by Selectman Panasiti and SECONDED by Selectman Grella to*
492 *adjourn the meeting at 8:56pm.*

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

495

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498 **NEXT MEETING: Monday, May 24, 2021**

499

500

501

502
503

Selectman Reed Panasiti

Date

DRAFT