



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, DECEMBER 20, 2021 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Hearing**
 - 3.1. RSA 31:95-b:II (a) Acceptance of unanticipated funds
- 4. Citizens' Forum**
- 5. Scheduled Appointments**
 - 5.1. Francis Coffey, Salt concern, Wilkins Road
 - 5.2. Health and Human Services Budget presentation
- 6. Administration**
 - 6.1. Administrative Updates
 - 6.2. Impact Fees
 - 6.3. National Opioid Settlement
 - 6.4. Review of budget and warrants in preparation for the budget public hearing
- 7. Staff Reports**
 - 7.1. Fleet Vehicle Purchase
 - 7.2. Police Motorcycle Lease
 - 7.3. Boston Post Road culvert repair update
 - 7.4. DPW New Hire
 - 7.5. Solar System for AFR
 - 7.6. Bid Award for Annual Town Report

8. Approvals

8.1. ASSESSING

8.2. AP, Payroll and Minutes

9. Action Items

10. Old/New Business

Adjournment

Next Meeting: January 10, 2022

You are invited to a Zoom webinar.

When: Dec 20, 2021 06:30 PM Eastern Time (US and Canada)

Topic: BOS 12/20/2021

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84775499257>

Telephone: 646-558-8656

Webinar ID: 847 7549 9257

Town of Amherst, NH

BOARD OF SELECTMEN

NOTICE OF PUBLIC HEARING

The Barbara Landry Meeting Room – 2 Main Street

Monday December 20, 2021 6:30 PM

Pursuant to RSA 31:95-b: III (a), the Amherst Board of Selectmen shall hold a public hearing in conjunction with its scheduled meeting on December 20, 2021 to accept unanticipated money. The money is an anonymous donation to the AFR Association for the purchase of a solar system to be placed on the roof of the station. The value of the system is approximately \$50,000.

Public Hearing to be an agenda item of the Board of Selectmen meeting held on the same date.

All citizens are invited to attend.

How Road Salt Harms the Environment

News from the Earth Institute

Ecology, Sustainability, Water

by Jeremy Hinsdale | December 11, 2018

... Salt was first used to deice roads in the U.S. in New Hampshire in 1938. It proved to be cheap and effective, and by the winter of 1941-1942, about 5,000 tons of salt were being spread on highways nationwide. In the following decades the use of salt as a deicer increased exponentially.

By December 2018 an estimated 20 million tons of salt is scattered on U.S. roads annually—about 123 pounds for every American.

The rock salt used on roadways is chemically much like regular table salt, and is mined from large underground deposits that formed after prehistoric oceans evaporated. Ohio, Michigan, New York, Kansas, and Louisiana all host vast salt mines.

Salt, aka sodium chloride, is indeed an effective deicer. When salt is sprinkled on top of ice, its elements separate and form a solute. The sodium and chloride ions interfere with water molecules' ability to bond together and form ice. Put simply, salt lowers the temperature at which liquid water turns into ice, a concept known as freezing point depression.

People have long known that salting roads helps keep them free of ice, but what hasn't been well understood is how the millions of tons of salt spread on U.S roads every year impact the environment.

However, recent research indicates that salt is accumulating in the environment and poses an emerging threat both to ecosystems and human health.

In a study released early this year, researchers found that 37 percent of the drainage area of the contiguous United States has experienced an increase in salinity over the past 50 years, citing road salt as the dominant source in colder, humid regions of the northeastern United States. Groundwater sources can also be compromised: a 2008 study conducted in Dutchess County, NY, found that 48 percent of 125 sampled wells had sodium concentrations that exceeded EPA guidelines, and 20 percent had concentrations high enough to restrict their use by residents with high blood pressure.

“Salt is something of a ticking time bomb for freshwater,” says Riverkeeper President and Earth Institute adjunct professor Paul Gallay. “Studies suggest that the increasing concentrations we see in many places may be the result of road salt spread decades ago, which reached groundwater, and is only now slowly reaching surface waters.”

Road salt spray can also damage vegetation near roadways. Browning and branch dieback on the side of a plant that faces a road or sidewalk is a common sign of salt damage. Salt can also impair roadside soils by displacing minerals or absorbing water, a condition referred to as physiological drought.

Road salt spray can also damage vegetation near roadways. Browning and branch dieback on the side of a plant that faces a road or sidewalk is a common sign of salt damage. Salt can also impair roadside soils by displacing minerals or absorbing water, a condition referred to as physiological drought. Photo: USDA Forest Service

And once it’s been introduced into an ecosystem, salt can become a persistent problem. “Once salt gets into the soil, or into a waterway, there really are no biological processes that will remove it,” says aquatic ecologist Andrew Juhl. “Salt can leave the system through transport and it can be diluted by fresher water coming in so that the levels become less concerning. However, without transport out of the system, like in an isolated lake or aquifer, the salt will continue to persist over very long time scales.”

Just as concerning as sodium is the increasing amount of chloride found in U.S. waterways. A 2014 study by the US Geological Survey found that 84 percent of the urban streams studied had rising chloride levels, and 29 percent exceeded federal safety guidelines for at least part of the year. USGS pinpointed road salt as the source.

Chloride is toxic to aquatic life, and even low concentrations can produce harmful effects in freshwater ecosystems. High chloride levels in water can inhibit aquatic species’ growth and reproduction, impact food sources, and disrupt osmoregulation in amphibians. Some 40 percent of urban streams in the U.S. already have chloride levels that exceed the safe guidelines for aquatic life.

Runoff containing road salt can also cause oxygen depletion in bodies of water. “If runoff containing salt goes into a freshwater lake or stream, it will tend to sink towards the bottom, creating a dense layer that can inhibit gas exchange with the overlying water,” says Juhl. “This can lead to the development of low oxygen conditions that are detrimental to fish and other aquatic organisms.” In recent years Mirror Lake in NY’s Adirondack Park has struggled with dissolved oxygen issues due to high salt content.

Salt is also corrosive, as many car owners can attest. But salt eats away at more than just auto bodies – it corrodes roads, bridges and other infrastructure. It’s been estimated that damage from salt corrosion alone may cost the U.S. as much as \$5 billion a year. In 2015, Flint, Michigan’s municipal water supply was found to be contaminated with high levels of lead, a neurotoxin. Researchers linked this contamination to high chloride levels in Flint’s water, which had corroded lead pipes throughout the city’s plumbing system. The culprit behind the elevated chloride levels in Flint’s water? Road salt.

This map attempts to trace roads in western New York where the use of oil and gas wastewater brine may be permitted as a deicer or dust suppressant. The map, published in late 2013, uses information obtained by Riverkeeper through a Freedom of Information Law request to New York State Department of Environmental Conservation.

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In some states, no salt is off the table when it comes to road maintenance. Some 13 states in the U.S. allow salty wastewater from oil and gas production wells to be spread on roadways. However, studies have found that these wastewater brines can contain toxic elements including radium, a carcinogen, and that these contaminants could accumulate in soil and groundwater or even become airborne.

There’s no silver bullet when it comes to keeping roads safe for winter travel while protecting the environment. But as the damaging effects of road salt on the environment become clear, new strategies, initiatives and innovations will be required to protect America’s water resources.

“The salt we continue to spread will have impacts far into the future,” says Gally. “Scientists who study this issue closely are expressing shock and concern at the changes we’ve made to freshwater ecosystems. We should not only take notice, but take action when scientists speak so clearly.”

Road salt (aka sodium chloride) is 40 percent sodium, 60 percent chloride, and a smattering of other components: ferrocyanide (often used as anti-caking agent), **phosphorus**, and iron.

Sodium

Sodium forms flammable hydrogen and caustic sodium hydroxide on contact with water; ingestion and contact with moisture on skin, eyes or mucous membranes can cause severe burns. Sodium spontaneously explodes in the presence of water due to the formation of hydrogen (highly explosive) and sodium hydroxide (which dissolves in the water, liberating more surface).

However, sodium exposed to air and ignited or reaching autoignition (reported to occur when a molten pool of sodium reaches about 290 °C) displays a relatively mild fire. In the case of massive (non-molten) pieces of sodium, the reaction with oxygen eventually becomes slow due to formation of a protective layer. Fire extinguishers based on water accelerate sodium fires; those based on carbon dioxide and bromochlorodifluoromethane should not be used on sodium fire. Metal fires are Class D, but not all Class D extinguishers are workable with sodium. An effective extinguishing agent for sodium fires is Met-L-X. Other effective agents include Lith-X, which has graphite powder and an organophosphate flame retardant, and dry sand. Sodium fires are prevented in nuclear reactors by isolating sodium from oxygen by surrounding sodium pipes with inert gas. Pool-type sodium fires are prevented using diverse design measures called catch pan systems. They collect leaking sodium into a leak-recovery tank where it is isolated from oxygen.

Chloride

The chloride ion is the anion Cl^- . It is formed when the element chlorine gains an electron or when a compound such as hydrogen chloride is dissolved in water or other polar solvents. Chloride salts such as sodium chloride are often very soluble in water.

Ferrocyanide

many salts of cyanide are highly toxic, ferro- and ferricyanides are less toxic because they tend not to release free cyanide

phosphorus

Elemental phosphorus exists in two major forms, white phosphorus and red phosphorus, but because it is highly reactive (in chemistry class the term is used to describe chemical reactions that are particularly challenging to handle) phosphorus is never found as a free element on Earth.

Organic compounds (contains C H bonds) of phosphorus form a wide class of materials; many are required for life, but some are extremely toxic.

Fluorophosphate esters are **among the most potent neurotoxins known**. A wide range of organophosphorus compounds are used for their toxicity as pesticides (herbicides, insecticides, fungicides, etc.) and weaponised as nerve agents against enemy humans. Most inorganic phosphates (chemical compound that lacks C-H bonds), are relatively nontoxic and essential nutrients.

The white phosphorus allotrope presents a significant hazard because it ignites in air and produces phosphoric acid residue. Chronic white phosphorus poisoning leads to necrosis of the jaw called "phossy jaw". White phosphorus is toxic, causing severe liver damage on ingestion and may cause a condition known as "Smoking Stool Syndrome".

In the past, external exposure to elemental phosphorus was treated by washing the affected area with 2% copper sulfate solution to form harmless compounds that are then washed away.

According to the recent US Navy's Treatment of Chemical Agent Casualties and Conventional Military Chemical Injuries: FM8-285: Part 2 Conventional Military Chemical Injuries, "Cupric (copper(II)) sulfate has been used by U.S. personnel in the past and is still being used by some nations. However, copper sulfate is toxic and its use will be discontinued. Copper sulfate may produce kidney and cerebral toxicity as well as intravascular hemolysis."

The manual suggests instead "a bicarbonate solution to neutralise phosphoric acid, which will then allow removal of visible white phosphorus. Particles often can be located by their emission of smoke when air strikes them, or by their phosphorescence in the dark. In dark surroundings, fragments are seen as luminescent spots. Promptly debride the burn if the patient's condition will permit removal of bits of WP (white phosphorus) that might be absorbed later and possibly produce systemic poisoning. DO NOT apply oily-based ointments until it is certain that all WP has been removed. Following complete removal of the particles, treat the lesions as thermal burns." [note 1][citation needed] As white phosphorus readily mixes with oils, any oily substances or ointments are not recommended until the area is thoroughly cleaned and all white phosphorus removed.

People can be exposed to phosphorus in the workplace by inhalation, ingestion, skin contact, and eye contact. The Occupational Safety and Health Administration (OSHA) has set the phosphorus exposure limit (Permissible exposure limit) in the workplace at 0.1 mg/m³ over an 8-hour workday. The National Institute for Occupational Safety and Health (NIOSH) has set a Recommended exposure limit (REL) of 0.1 mg/m³ over an 8-hour workday. At levels of 5 mg/m³, phosphorus is immediately dangerous to life and health.

US DEA List I status

Phosphorus can reduce elemental iodine to hydroiodic acid, which is a reagent effective for reducing ephedrine or pseudoephedrine to methamphetamine. For this reason, red and white phosphorus were designated by the United States Drug Enforcement Administration as List I precursor chemicals under 21 CFR 1310.02 effective on November 17, 2001. In the United States, handlers of red or white phosphorus are subject to stringent regulatory controls

So big deal. What is the problem?

Road salt and its unnatural additives are making their way into our natural environment. The result?

A loss of biodiversity

Runoff from road salt can end up in our streams and lakes, resulting in a loss of biodiversity, with abnormally high levels of salt killing off certain species of fish, insects and other native organisms. Scientists have also found that roadside plants have significantly higher levels of salt than their counterparts, making them more susceptible to takeover from invasive species. Many bird populations are also at risk because consuming even a tiny amount of salt can be toxic.

An increase in animal-auto collisions

Researchers are also finding that some animals (deer and moose) are drawn to salty roadside plants, putting them, and any humans they might come into contact with, at an increased danger for roadside collisions. Animals drinking snowmelt to relieve thirst may also experience the side effects of salt toxicity: dehydration, confusion, and weakness, among other symptoms.

A decrease in drinking water quality

High levels of chloride and other contaminants found when road salt gets into a water system pose a risk in quality to all animals, plants, and humans that depend on that particular water source. Individuals who are on low-sodium diets or who have high blood pressure must be especially careful since there may also be taste and odor issues in water with elevated chloride levels.

Accelerated corrosion and rust

Chloride also quickens the speed at which things corrode — from the concrete on bridges, to the decking of a parking structure, to the lining of your brake pads. Moreover, repeated exposure to salt can cause a vehicle to rust, especially on its underbody. Some estimates put corrosion protection practices for highways and the automobile industry at between 16 and 19 billion dollars per year.

How about Brine?

In most states, brine is a mix of rock salt (sodium chloride) and magnesium chloride, dissolved in water so they can be sprayed on the road.

“That’s a very important point, because magnesium chloride is much more corrosive than sodium chloride, the rock salt,”

Car rust and corrosion are caused by acid created when a salt is dissolved by the moisture in the air.

Rock salt remains a crystal until the humidity reaches 70 percent, **which doesn’t happen much during the winter.**

But magnesium chloride dissolves when there is only about 20 to 30 percent humidity. “Which means that your vehicle, if magnesium chloride is sprayed on it, is wet constantly,” Baboian said. The acid stays on your car and slowly eats away at the paint and metal.

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Urban Stream Contamination Increasing Rapidly Due to Road Salt

Release Date: December 15, 2014

Average chloride concentrations often exceed toxic levels in many northern United States streams due to the use of salt to deice winter pavement, and the frequency of these occurrences nearly doubled in two decades.

Average chloride concentrations often exceed toxic levels in many northern United States streams due to the use of salt to deice winter pavement, and the frequency of these occurrences nearly doubled in two decades.

Chloride levels increased substantially in 84 percent of urban streams analyzed, according to a U.S. Geological Survey study that began as early as 1960 at some sites and ended as late as 2011. Levels were highest during the winter, but increased during all seasons over time at the northern sites, including near Milwaukee, Wisconsin; Chicago, Illinois; Denver, Colorado; and other metropolitan areas. The report was published today in the journal *Science of the Total Environment*.

"Some freshwater organisms are sensitive to chloride, and the high concentrations that we found could negatively affect a significant number of species," said Steve Corsi, USGS scientist and lead author of the study. "If urban development and road salt use continue to increase, chloride concentrations and associated toxicity are also likely to increase."

The scientists analyzed water-quality data from 30 monitoring sites on 19 streams near cities in Wisconsin, Illinois, Colorado, Michigan, Ohio, Pennsylvania, Maryland, Texas and the District of Columbia. Key findings include:

- Twenty-nine percent of the sites exceeded the U.S. Environmental Protection Agency’s chronic water-quality criteria (230 milligrams per liter) by an average of more than 100 days per year

from 2006 through 2011, which was almost double the amount of days from 1990 through 1994. This increase occurred at sites such as the Menomonee and Kinnickinnic Rivers near Milwaukee and Poplar Creek near Chicago.

- The lowest chloride concentrations were in watersheds that had little urban land use or cities without much snowfall, such as Dallas, Texas.
- In 16 of the streams, winter chloride concentrations increased over the study period.
- In 13 of the streams, chloride concentrations increased over the study period during non-deicing periods such as summer. This finding suggests that chloride infiltrates the groundwater system during the winter and is slowly released to the streams throughout the year.
- Chloride levels increased more rapidly than development of urban land near the study sites.
- The rapid chloride increases were likely caused by increased salt application rates, increased baseline conditions (the concentrations during summer low-flow periods) and greater snowfall in the Midwest during the latter part of the study.

"Deicing operations help to provide safe winter transportation conditions, which is very important," Corsi said. "Findings from this study emphasize the need to consider deicer management options that minimize the use of road salt while still maintaining safe conditions."

Road deicing by cities, counties and state agencies accounts for a significant portion of salt applications, but salt is also used by many public and private organizations and individuals to deice parking lots, walkways and driveways. All of these sources are likely to contribute to these increasing chloride trends.

Other major sources of salt to U.S. waters include wastewater treatment, septic systems, farming operations and natural geologic deposits. However, the new study found deicing activity to be the dominant source in urban areas of the northern U.S.

The USGS conducted this study in cooperation with the Milwaukee Metropolitan Sewerage District. For more information about winter runoff and water-quality, please visit the USGS Wisconsin Water Science Center website.

The Many Hazards of Road Salt

1. Rock Salt Ingestion

This is one of the more common rock salt dangers. Pets have the tendency of licking their paws. Once they step on rock salt, they are likely to lick their paws. In doing so, they directly ingest the compound.

This leads to disorders such as **diarrhea, vomiting, seizures, extreme fatigue, unusual drooling and disorientation**. Salt burns may also occur in the gastro-intestinal tract. **Sodium toxicosis (salt poisoning) is also common among pets that have ingested rock salt.**

2. Salt Burns to Pet Paw

When pets walk on surfaces that have rock salt, crystals may get attached to the animals' paw pads thus causing irritation or burning. This may eventually lead to soreness, inflammation, or bacterial infection. While rock salt also gets into contact with fur and can cause burns in other parts of a pet's body, it mostly affects the paws.

3. Harms a Home's Surfaces and Surrounding Environments

Products that are used to melt ice typically leave behind a salt residue, which may build up and cause permanent damage to asphalt, pavements, wood decks and floors. Keep this in mind when laying down salt this winter.

In addition, rock salt may scorch plants if applied on surfaces that are close to vegetated areas. When applied in large quantities, rock salt may find its way into groundwater supplies, thus harming aquatic animals and even human beings.

4. Dangers to Humans

Just as it is the case with pets, rock salt causes burns when it comes into contact with the skin. It similarly causes respiratory tract irritation when inhaled. Repeated exposure may be fatal since it corrodes major components of the respiratory tract, but this is extremely rare.

NHDES publication

<https://www.des.nh.gov/organization/divisions/water/wmb/was/salt-reduction-initiative/impacts.htm>

Environmental, Health and Economic Impacts of Road Salt

Overview



New Hampshire winters demand an effective and affordable means of de-icing roadways. The primary agent used for this purpose is sodium chloride (road salt), which is composed of 40 percent sodium ions (Na^+) and 60 percent chloride ions (Cl^-). Other components in salt like ferrocyanide, which is used for anti-caking, and impurities like phosphorus and iron, can represent up to 5 percent of the total weight. The sodium, chloride, ferrocyanide and impurities make their way into our environment through the runoff from rain, melting snow and ice, as well as through splash and spray by vehicles and by wind. They find their way onto vegetation and into the soil, groundwater, stormdrains, and surface waters causing significant impact to the environment.

Chloride (Cl^-) is completely soluble and very mobile. Chloride is toxic to aquatic life and impacts vegetation and wildlife. There is no natural process by which chlorides are broken down, metabolized, taken up, or removed from the environment. In 2008, New Hampshire listed 19 water bodies impaired by chloride; in 2010 that number increased to 40. Trends show that chloride levels continue to rise with increasing use of road salt.



The transport of sodium (Na^+) in the environment is not as prominent as chloride due to ion exchange; however, this exchange can alter the soil chemistry by replacing and releasing nutrients into the groundwater and surface water changing soil structure and impacting the aquatic environment. Contamination of sodium in drinking water is a concern for individuals restricted to low-sodium diets due to hypertension (high blood pressure). Wildlife is also prone to high sodium levels by ingesting salt or drinking water runoff from snow and ice melt.

Additives to road salt like ferrocyanide, which is used as an anti-caking compound in large salt

supplies, can have impacts on both the environment and human health due to cyanide ions being released by certain types of bacteria as well as from exposure to sunlight. The USEPA in 2003 added this compound to its list of toxic pollutants under section 307(a) of the Clean Water Act. Other potential components and impurities of road salt can include calcium, potassium, iron, magnesium, aluminum, lead, phosphorus, manganese, copper, zinc, nickel, chromium, and cadmium.

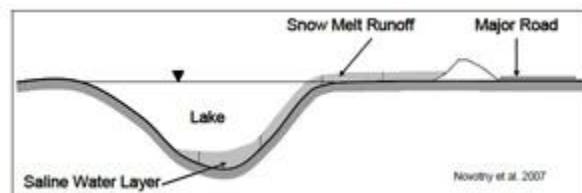
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Water Quality Impacts



Contaminates from road salt enter water resources by infiltration to groundwater, runoff to surface water and through stormdrains. The chloride discharged into these waters remains in solution and is not subject to any significant natural removal methods; only dilution can reduce its concentration. During winter and spring and during times of low flow in the summer and fall, chloride levels can exceed 800mg/L, while natural background levels fall within the range of 1-10mg/L. The accumulation and persistence of chloride poses a risk to the water quality and the plants, animals, and humans who depend upon it.

Water contaminated with NaCl creates a higher water density and will settle at the deepest part of the water body where current velocities are low such as in ponds and lakes. This can lead to a chemical stratification which can impede turnover and mixing, preventing the dissolved oxygen within the upper layers of the water from reaching the bottom layers and nutrients within the bottom layers from reaching the top layers. This leads to the bottom layer of the water body becoming void of oxygen and unable to support aquatic life.



The concentration of chloride found in surface water correlates with the proportion of impervious surfaces in the watershed. Chloride cannot be treated or filtered with BMPs, so once salt is applied, chloride remains in the watershed until it is flushed downstream. Given that groundwater residence time is so much longer, contaminated wells often must be replaced.

The following table summarizes various water quality standards and guidelines with respect to human health, wildlife, aquatic species, and vegetation. Note that the human health standards are based on drinking water at the tap while the other standards and guidelines are for surface waters.

Table 1 Summary of NaCl, Sodium and Chloride Guidelines

	Na+ (mg/L)	Cl- (mg/L)	NaCl (mg/L)	Comments
Human health	20	250		EPA drinking water quality standards
Wildlife		600	1000	Nagpal et al (2003) 1
Aquatic organisms		860 – 1-hour average 230 – 4-day average		NHDES water quality standard
Terrestrial and emergent plants		300	800	Groundwater source 2
Aquatic plants		200 – 36,400		USEPA, 1988 3

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Human Health Impacts



Sodium in drinking water is a health concern for individuals restricted to low-sodium diets due to hypertension (high blood pressure). Therefore, the US Environmental Protection Agency (EPA) now requires drinking water to be monitored for sodium and public water suppliers to report to local health authorities any concentration above 20 mg sodium per liter of water (20mg/l)[4](#). Chloride is not toxic to human health at low levels but does pose taste and odor issues at concentrations exceeding 250 mg/l. In New Hampshire from 1983 to 2003 the NHDOT replaced more than 424 private wells contaminated by road salt at a cost of \$3.2 million. Several public water supply wells have also been abandoned due to contamination.

[Additional information on the New Hampshire Well Replacement Program](#) 

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Pet Impacts



The two most important concerns for pet owners regarding road salt are ingestion and paw health. According to the ASPCA’s Animal Poison Control Center, ingestion of road salt by eating salt directly, licking salty paws, and by drinking snow melt and runoff “can

potentially produce effects such as drooling, vomiting, diarrhea, loss of appetite, vocalizing/crying, excessive thirst, depression, weakness, low blood pressure, disorientation, decreased muscle function and in severe cases, cardiac abnormalities, seizure, coma, and even death (www.aspc.org).” Exposure of your pet’s paws to road salt can produce painful irritations, inflammation, and cracking of the feet pads that can be prone to infection and are slow to heal.

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Wildlife Impacts



Road salt in the environment affects the health of wildlife, including birds and mammals. Birds, the most sensitive wildlife species to salt, often mistake road salt crystals for seeds or grit. Consumption of very small amounts of salt can result in toxicosis and death within the bird population. Wildlife such as deer and moose are also attracted to the roadway to ingest salt crystals, which leads to higher incidents of vehicular accidents and wildlife kills. Particularly high concentrations of sodium and chloride can be found in snow melt, which many animals drink to relieve thirst and potentially can cause salt toxicity including dehydration, confusion and weakness, among other symptoms. Road salt can cause a decline among populations of salt sensitive species reducing natural diversity. Damage to vegetation can have significant impact on wildlife habitat by destroying food resources, shelter and breeding and nesting sites, and by creating a favorable environment for non-native invasive species. [Additional information](#)

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Aquatic Life Impacts



Chloride in surface waters can be toxic to many forms of aquatic life. Aquatic species of concern include fish, macroinvertebrates, insects, and amphibians. Elevated chloride levels can threaten the health of food sources and pose a risk to species survival, growth, and/or reproduction. Chloride toxicity increases when it is associated with other cations, such as potassium or magnesium, which may occur once the ions of road salt have dissolved and migrated at potentially different rates. Salinity stress on sensitive aquatic communities can impact species diversity. The presence of salt also releases toxic metals from sediment and when released into the water can inhibit nutrients and dissolved oxygen within the water that aquatic species rely on. The acute (1-hour average) standard is 860 mg Cl⁻/L; the chronic (four-day average) standard is 230 mg/l.

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Vegetation Impacts



The most visible impact of road salt on our environment is in the grass, shrubs, and foliage along the roadside. Not only does salt effect the terrestrial roadside vegetation it also has an impact on emergent and submerged aquatic plants. Salt leaves the road and enters the environment by splash and spray from vehicles, transportation by wind, snow melt into the soil and as runoff to surface waters. Salt primarily causes dehydration which leads to foliage damage but also causes osmotic stress that harms root growth. Salt can disrupt nutrient uptake and cause injury to seed germination, stems, leaves, and flowering ability. Salt can lead to plant death and can also cause a colonization of salt tolerant species, such as cattails, thereby reducing species diversity. Vegetation along roadways is a natural buffer area between pollutants and the waters. With salt damage and vegetation degradation it compromises the retention and processing of pollutants in stormwater runoff to the groundwater source. The University of New Hampshire suggests planting salt tolerant tree species such as horsechestnut, black locust, honey locust, red oak and white oak in areas of high salt concentrations.

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Soil Impacts

Salt influences the chemistry of the soil in which it infiltrates. Through ion exchange the Na ion stays within the soil and releases other ions such as Calcium, Magnesium, and Potassium into the groundwater as well as increasing metal mobilization. This causes depletion in the soil as well as changes the soil permeability causing the soil to become impervious which blocks water infiltration, reduces soil stability, and decreases the soil pH and overall fertility. Salt can have impacts on soil biota, soil welling and crusting, soil electrical conductivity, soil osmotic potential, soil dispersion, and structural stability. Salt can inhibit some soil bacteria compromising soil structure and inhibiting erosion control mechanisms and increasing sediment in runoff.

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Infrastructure Impacts

Chloride ions increase the conductivity of water and accelerate corrosion. Chloride can penetrate and deteriorate concrete on bridge decking and parking garage structures, and damage reinforcing rods, compromising structural integrity. It damages vehicle parts such as brake linings, frames, bumpers, and other areas of body corrosion. It impacts railroad crossing warning equipment and power line utilities by conducting electrical current leaks across the insulator that may lead to loss of current, shorting of transmission lines, and wooden pole fires. The cost of corrosion damage and corrosion protection practices for highways and the automobile industry have been reported to cost a staggering 16-19 billion dollars a year.[5](#)

WD-WMB-26

2016

Best Management Practices and Salt-Use Minimization Efforts In Chloride-Impaired Watersheds of New Hampshire

A Guidance Document for Private Developers and Contractors

Scientific studies in the southern part of New Hampshire determined over 40 streams have elevated levels of chloride. The elevated levels were high enough to be harmful to aquatic life, such as fish. Elevated levels can also be a drinking water health concern for people and animals, can lead to plant death, particularly along roadsides, and can cause damage to infrastructure and automobiles. The primary source of these chlorides is salt used for winter snow and ice management. The New Hampshire Department of Environmental Services (NHDES) calculated that a reduction of 25 percent to 45 percent salt use was needed in order to meet water quality standards. The studies also revealed that up to 50 percent of the salt load was coming from parking lots, driveways and private roads from salt that is used for de-icing.

NHDES encourages private developers and contractors, particularly those working within chloride-impaired watersheds, to adopt best management practices (BMPs) and salt-use reduction methods that will help improve water quality. NHDES also encourages private developers and contractors to consider winter maintenance during project design. Salt-use reduction can lead to long-term cost-savings as a result of purchasing less salt and reduced impacts on vegetation (e.g., landscaping) and corrosion of infrastructure and vehicles. This guidance document is designed to help guide developers and contractors in ways to reduce the use of salt, plan for BMPs and salt reduction methods, include design considerations, and document their snow and ice management plans. Taken together, these are the basic elements of a Salt Minimization Plan.

A REDUCTION IN SALT-USE DOES NOT MEAN A REDUCTION IN SAFETY

Liability for damage or personal injury as a result of snow or ice is one of the main reasons that over-salting occurs and many contractors are reluctant to implement salt reduction practices for fear of increased liability. However, recent studies have found there are BMPs that can be used that optimize salt use, reduce the application frequency and amounts applied and, at the same time, achieve safe levels of service. In addition, as of November 2013, Commercial Salt Applicators certified by NHDES under RSA 489-C, and property owners or managers who hire them, are granted limited liability protection against damages arising from snow and ice conditions.

WHAT DOES ALL THIS MEAN FOR PRIVATE DEVELOPERS AND CONTRACTORS?

Implementation plans for chloride reduction have been developed for a number of places in New Hampshire. Some of these plans are required by permits or other regulatory requirements. The NHDOT, towns, and private contractors who maintain parking lots, sidewalks, and roadways will be required to follow the implementation plans through certain federal and state permits. In other places, watershed-wide implementation plans have not yet been developed. In those areas, especially places that drain to chloride impaired waters, requirements to minimize salt usage are likely to be required of many new commercial and residential developments. Even in places with implementation plans, the need to reduce salt may be so extreme that it will require the concerted efforts of the state, municipalities and private landowners to restore water quality.

HOW CAN PRIVATE DEVELOPERS AND CONTRACTORS MINIMIZE SALT LOADING IN THE WATERSHED?

One of the most effective ways for private developers and contractors to reduce their portion of salt loading in the watershed is to learn more about winter maintenance BMPs and ways to be more effective at winter maintenance activities and to apply what is learned to current practices and future projects. There are three important ways for that to happen.

- **GET TRAINED AS A GREEN SNOWPRO**

The University of New Hampshire Technology Transfer Center (UNH T²) offers a full day Green SnowPro Training course focused on efficient, more environmentally friendly winter maintenance practices that do not compromise road, parking lot and sidewalk safety. The course covers the basics of salt reduction methods including equipment calibration and rate applications, pre-treatment methods, effective plowing and planning, salt accounting management and environmental impacts of salting. The course is offered several times a year. For more information, visit the UNH T² webpage at: <http://t2.unh.edu/green-snowpro-training-and-nhdes-certification>.

- **BECOME A NEW HAMPSHIRE CERTIFIED SALT APPLICATOR**

Individuals who attend the Green SnowPro Training and pass the exam are eligible to apply for voluntary NHDES Salt Applicator Certification. The NHDES Salt Applicator Certification program aims to improve efficiency in salt use and reduce the amount of salt used by commercial applicators. The NHDES salt applicator certificate carries the responsibility of annually reporting salt use to NHDES and attending a refresher training course every two years. The Salt Applicator Certificate has proven valuable to the private contractors as well as to their clients and their insurance carriers. To date, 800 individuals have become Certified Salt Applicators. For more information on how to become a NH Certified Salt Applicator or to find a list of Certified Salt Applicators refer to the NHDES webpage at: <http://des.nh.gov/organization/divisions/water/wmb/was/salt-reduction-initiative/salt-applicator-certification.htm>

THE ANNUAL NEW HAMPSHIRE SALT SYMPOSIUM

Every year the NHDES hosts an annual NH Salt Symposium. Attendees are updated with the latest snow industry technologies and BMPs. The event counts toward continuing education credits for the NH Certified Green SnowPro Certificate, the New Hampshire Salt Applicator Certificate and T2 Roads Scholar Program Contact Hours. People interested in attending can learn more about the event or register online at <http://www.sima.org/new-hampshire-salt-symposium>.

- **DEVELOP A SALT MINIMIZATION PLAN(s)**

NHDES encourages developers and contractors to develop a Salt Minimization Plan as part of, or in addition to, their Winter Maintenance Plan or Winter Snow and Ice Control Policy to help reduce and manage the use of salt. Also referred to as Chloride Reduction Plans or Salt Reduction Plans, these plans vary from large, metropolitan city plans to single development plans. Where they exist, the plan should align with the objectives outlined in the town's or watershed's chloride reduction implementation plan. A general outline and description of what information goes into a Salt Minimization Plan is included as an attachment to this guidance document.

OTHER WAYS TO REDUCE SALT-LOADING IN THE WATERSHED

(See Attachment B for a checklist of smart salting practices.)

- Be aware. Find out what the salt loading reduction goals are within the watershed and town where work generally occurs or where the specific project is located.
- Re-evaluate current practices. Source reduction is identified as the most effective method for reducing chloride loading.
- Consider alternative de-icing materials such as calcium magnesium acetate (CMA) and limited use of abrasives (sand, sawdust, cat litter).
- Pre-wet salt with brine to reduce the loss of salt from bounce and scatter (up to a 30% reduction in loss) and increase melting times.
- Be proactive for storm events and anti-ice by applying a small amount of liquid chemical to pavements and overpasses *before* a storm to prevent ice from bonding with the surface.
- If applicable, keep pavement free of potholes and cracks which both minimize the ability for water to pond and/or infiltrate into the ground where ultimately they could end up in groundwater resources. In addition, pavement that is in good condition allows for snow and or ice to be mechanically removed.
- Consider future maintenance needs in project planning.
 - Include development amenities/features such as heated sidewalks or parking garages.
 - Limit the amount of impervious surfaces that require winter maintenance activities. Some options to achieve this are only including sidewalks on one side of the street, the use of porous paving materials and limited use of curb cuts.
 - Properly design parking lots or designated parking areas with appropriate winter maintenance and snow storage practices. This includes considering where plowed snow will be piled, avoiding melt drainage to flow back across cleared areas (freeze/thaw cycle).
 - Consider landscape vegetation that is more salt tolerant and that doesn't shade out sidewalks or parking areas from the sun during the winter.
- Share information with the town and other landowners in the watershed to help track where salt is being applied, what quantity, and how often or the level of service based on the winter management plan. Track what BMPs are being applied to help determine effectiveness.
- Spread the word and encourage co-workers and colleagues to become a New Hampshire Certified Green SnowPro. Educate clients about the benefits of hiring a New Hampshire Certified Green SnowPro. The NHDES has developed a flyer for businesses to share with their colleagues

or clients available on the NHDES website. A link for this flyer and other helpful information is included below.

- Attend the annual New Hampshire Salt Symposium. The event counts toward the continuing education requirement of the New Hampshire Salt Applicator Certificate and as T2 Road Scholar Program contact hours.

OTHER RESOURCES AND REFERENCES:

For the complete list of NHDES resources including links to training and certification application materials available, please visit our website.

<http://des.nh.gov/organization/divisions/water/wmb/was/salt-reduction-initiative/index.htm>

Assessing the Efficacy of Current Road Salt Management Programs, University of Waterloo (2010)
<http://www.saltinstitute.org/wp-content/uploads/2014/01/Road-Using-Best-Road-Salt-Management-Practices-Waterloo-2010-1.pdf>

Environment and Climate Change Canada – technical documents, BMPs and general information.
<http://www.ec.gc.ca/sels-salts/default.asp?lang=En&n=DECEDD7C-1>

Finding Outstanding Resource Waters & Impaired Surface Waters with a 1-Mile Buffer for Development Projects, Quick Reference Guide, NHDES (2008)
http://des.nh.gov/organization/divisions/water/wmb/tmdl/documents/onestop_gis_wgc_ref_guide.pdf

Green SnowPro Business Flyer, NHDES
<http://des.nh.gov/organization/divisions/water/wmb/was/salt-reduction-initiative/documents/green-snowpro-business-flyer.pdf>

Pre-wetting and Anti-icing – Techniques for Winter Road Maintenance, a Wisconsin Transportation Bulletin - No. 22.
http://epdfiles.engr.wisc.edu/pdf_web_files/tic/bulletins/Bltn_022_prewetting_antiicing.pdf

Salt Reduction Best Management Practices (several Fact Sheet links available)
<http://des.nh.gov/organization/divisions/water/wmb/was/salt-reduction-initiative/tech-assist-bmp-practices.htm>

Snow and Ice Removal for the Business Owner – Clean Water and Safe Parking Lots, NHDES (2014)
<http://des.nh.gov/organization/commissioner/pip/factsheets/wmb/documents/wmb-24.pdf>

Snow Disposal Guidelines, NHDES (2015)
<http://des.nh.gov/organization/commissioner/pip/factsheets/wmb/documents/wmb-3.pdf>

Road Salt and Water Quality, NHDES (2016)
<http://des.nh.gov/organization/commissioner/pip/factsheets/wmb/documents/wmb-4.pdf>

Sensible Salting Strategy of Parking Lots and Sidewalks, The Salt Institute (2015)
<http://www.saltinstitute.org/research/sensible-salting-strategy-of-parking-lots-and-sidewalks/>

Winter Parking Lot and Sidewalk Maintenance Manual, Minnesota Pollution Control Agency (2015)
<https://www.pca.state.mn.us/sites/default/files/p-tr1-10.pdf>

ATTACHMENT A - DEVELOPING A SALT MINIMIZATION PLAN

Developing a Salt Minimization Plan will go a long way towards reducing salt-use, i.e., salt loading within the watershed. The development of this plan will help private developers and contractors to hone in on how much salt is needed, when it should be applied, where it needs to be applied, etc. with the ultimate goal of reducing salt-use without compromising safety. Salt-use reduction also leads to long-term cost-savings as a result of purchasing less salt and reduced impacts on vegetation (e.g., landscaping) and corrosion of infrastructure and vehicles, and a reduction in well replacements. Reduction in the use of salt does not mean a reduction in level of service or public safety; in fact many contractors who complete the Green SnowPro training course have been able to provide the same level of service while reducing their salt use by 30%.

It is important to anticipate that this will be a living document that will likely need to be updated at some point. Reduction goals may fluctuate from year to year due to improvements in technology and BMPs, a town's requirements, or state and federal permit conditions that result in private developers or contractors to alter practices, particularly as more development occurs. It is good practice to review and update the plan(s) annually, early in advance of the winter season so that there is time to make any necessary adjustments.

In general NHDES recommends that the plan include:

- **Introduction/Background** – Identify the purpose and need for the plan. This section should describe any current chloride impairments and salt reduction goals within the watershed and town. If there is a Winter Maintenance Plan or Winter Snow and Ice Control Policy already in place, this section should briefly describe how this salt minimization plan fits in with the more general winter maintenance approach and BMP practices. It may be that many of the items below are already adequately covered in the broader Winter Maintenance Plan.
- **Development or Project Area Description** – Describe the development. How many linear feet roadways or sidewalks are there? Discuss the main features and layout of the site including stormwater runoff /topography, as well as vegetation and shaded areas. Including a general map of the development that identifies these features is helpful.
- **Operational Guidelines** – Identify who the responsible party is for the maintenance activities and lists out contracting requirements and minimum specifications for de-icing, anti-icing and pretreatment practices and equipment. This guideline should describe the level of service required by the development which directly impacts maintenance operation plans.
 - **Winter Operator Certification Requirements** – This section outlines employed or contracted contractors training and certification requirements. (Green SnowPro Training is recommended).
 - **Weather Monitoring** – Outline where weather information will be gathered from and how it is used to ensure that winter operators are making informed decisions as to when and to what extent materials are applied to private roadways, sidewalks and parking lots. An important part of this will be developing a good communication plan that identified key personal responsible for weather monitoring.
 - **Equipment Calibration Requirements** – Outline all winter equipment calibration requirements. Typically a 25% reduction in salt use can be achieved simply by calibrating equipment, and is the single most important aspect to achieving salt use reductions.
 - **Mechanical Removal** – Describe mechanical removal practices such as where snow should be stored and how often plowing should occur as well as goals, such as

mechanical removal, that minimize snow- and ice-pack that reduce the need for abrasives, salt and or brine applicants.

- **Salt Usage Evaluation and Monitoring** – Describe how salt usage will be documented and how salt use will be monitored and evaluated in conjunction with the town’s salt reduction plan (if applicable). Monitoring salt usage as well as winter maintenance actions is key to determining what works, how much salt and other winter maintenance materials were used and estimating what is needed for the next winter season, and if salt minimization plan goals contributed to salt load reductions in the watershed. It is recommended that a report be developed annually shortly following the winter season, and provided to the town in which the development or work is occurring in for use in documenting private contractor use and allocations in the watershed. A schedule for how often the Salt Minimization Plan is updated should be included and tracked within this section as well.

Salt Evaluation and Monitoring Elements:

- ✓ Where the maintenance is occurring.
- ✓ What the activity being performed is and/or what equipment is being used.
- ✓ What the weather conditions are - include:
 - Event timing (pre-storm, during, post-weather event)
 - Air and ground temperatures
- ✓ Time of activity
- ✓ Application rates
- ✓ Results
- ✓ Other info – BMPs in practice for consideration, etc.

- **Analysis of Alternative De-icing Materials, Site Design Considerations and Watershed Offsets** – Describe alternative de-icing materials that could be used for winter maintenance activities, such as calcium magnesium acetate, and discuss what was considered, incorporated, and/or eliminated and why. Discuss what site design features or amenities were incorporated or considered, such as parking garages, heated sidewalks, vegetation, etc., to minimize salt use. Include a discussion on other options for offsets within the watershed such as educating others and applying good salt application strategies to other facilities.

Not all items above need to be included within the plan, generally the more complex the project, the more detailed the plan. In addition, some of these items may already be thoroughly covered in the broader Winter Maintenance Plan. NHDES staff are available to discuss and help identify what level of detail is necessary to achieve salt-minimization for any type or size of project.

ATTACHMENT B – SMART SALTING PRACTICES

A checklist for snow and ice maintenance contractors.

Recommended practice	Check which response applies to current practices and anticipated site maintenance activities for job site.				
	Already do	Will do	Might do	Will not do	If "will not do"....why not?
Use an application rate chart.					
Calibrate equipment each year.					
Learn about the deicer ingredients and use the appropriate one for the condition.					
Look for reasons if and why materials are leaking or spilling from vehicles and fix them (e.g. gaps, overfilling, etc).					
Develop a comprehensive winter maintenance policy. Follow your policy.					
Measure and use pavement temperatures.					
Use anti-icing appropriately prior to the storm.					
Plow before applying deicers.					
Use wet materials (pre-wet or pre-treated).					
Don't apply sodium chloride (road salt) for pavement temperatures below 15°F.					
Don't apply deicers for pavement temps under -10° F. It's too cold.					
Separate salt and sand. Use salt for melting. Use sand for traction.					
Apply deicers in the center of the road or on the high side of the curve.					
Store the salt in a building or under secure cover.					
Store salt away from water flow and direct the water away from storage area.					
Store snow away from lakes, ponds and wetlands.					
Sweep up sand, dispose of properly.					
For each event, document what you did and how well it worked. Use this information to make improvements.					

Checklist is adapted from worksheet created by Fortin Consulting as a part of the Minnesota Pollution Control Agency Smart Salting Voluntary Certification Program.

Town of Amherst

Protection from Liability

231:92 Liability of Municipalities; Standard of Care. –

I. A municipality shall not be held liable for damages in an action to recover for personal injury or property damage arising out of its construction, maintenance, or repair of public highways and sidewalks constructed thereupon unless such injury or damage was caused by an insufficiency, as defined by RSA 231:90, and:

(a) The municipality received a **written notice of such insufficiency** as set forth in RSA 231:90, but failed to act as provided by RSA 231:91; or

(b) The selectmen, mayor or other chief executive official of the municipality, the town or city clerk, any on-duty police or fire personnel, or municipal officers responsible for maintenance and repair of highways, bridges, or sidewalks thereon **had actual notice or knowledge of such insufficiency**, by means other than written notice pursuant to RSA 231:90, **and were grossly negligent or exercised bad faith in responding or failing to respond to such actual knowledge**; or

(c) The condition constituting the **insufficiency was created by an intentional act of a municipal officer or employee acting in the scope of his official duty** while in the course of his employment, **acting with gross negligence, or with reckless disregard of the hazard**.

II. Any action to recover damages for bodily injury, personal injury or property damage arising out of municipal construction, repair or maintenance of its public highways or sidewalks constructed on such highways shall be dismissed unless the complaint describes with particularity the means by which the municipality received actual notice of the alleged insufficiency, or the intentional act which created the alleged insufficiency.

III. The acceptance or layout of a private road as a public highway shall not be construed to confer upon the municipality any notice of, or liability for, insufficiencies or defects which arose or were created prior to such layout or acceptance.

IV. The setting of construction, repair, or maintenance standards or levels of service for highways and sidewalks by municipal officials with responsibility therefor, whether accomplished formally or informally, shall be deemed a discretionary, policy function for which the municipality shall not be held liable in the absence of malice or bad faith.

231:90 Duty of Town After Notice of Insufficiency. –

I. Whenever any class IV or class V highway or bridge or sidewalk thereon in any municipality shall be insufficient, any person may give written notice of such insufficiency to one of the selectmen or highway agents of the town, or the mayor or street commissioners of the city, and a copy of said notice to the town or city clerk. The notice shall be signed and shall set forth in general terms of the location of such highway, bridge, or sidewalk and the nature of such insufficiency.

II. For purposes of this subdivision, **a highway or sidewalk shall be considered "insufficient" only if:**

(a) **It is not passable in any safe manner by those persons or vehicles** permitted on such sidewalk or highway by state law or by any more stringent local ordinance or regulation; or

(b) **There exists a safety hazard which is not reasonably discoverable or reasonably avoidable by a person who is traveling upon such** highway at posted speeds or upon such sidewalk, in obedience to all posted regulations, and **in a manner which is reasonable and prudent as determined by the condition** and state or repair of the highway or sidewalk, including any warning signs, **and prevailing visibility and weather conditions.**

III. A highway or sidewalk shall not, in the absence of impassability or hidden hazard as set forth in paragraph II, be considered "insufficient" merely by reason of the municipality's failure to construct, maintain or repair it to the same standard as some other highway or sidewalk, or to a level of service commensurate with its current level of public use.

507-B:2-b Snow, Ice, and Other Weather Hazards. – Notwithstanding RSA 507-B:2, a governmental unit shall not be liable for damage arising from insufficiencies or hazards on any premises owned, occupied, maintained, or operated by it, even if it has actual notice of them, when such hazards are caused solely by snow, ice, or other inclement weather, and

the governmental unit's failure or delay in removing or mitigating such hazards is the result of its implementation,

absent gross negligence or reckless disregard of the hazard,

of a winter or inclement weather maintenance policy or set of priorities with respect to such premises, adopted in good faith by the official responsible for such policy.

All governmental units, officials, and agents shall be presumed to be acting pursuant to such a policy or set of priorities in the absence of proof to the contrary.

<u>NAME</u>	<u>AWARDED</u> <u>FY22</u>	<u>REQUESTED</u> <u>FY23</u>	<u>AWARDED</u> <u>FY23</u>
American Red Cross	NA	\$1,911.00	\$1,000.00
Big Brothers Big Sister	\$2,500.00	\$1,800.00	\$1,800.00
Boys & Girls Club of Souhegan Valley	\$1,000.00	\$1,000.00	\$1,500.00
Bridges	\$2,500.00	\$2,500.00	\$3,000.00
Court-Appointed Child Advocated (CASA)	\$3,000.00	\$500.00	\$500.00
Granite State Children's Alliance	\$2,600.00	\$2,750.00	\$2,750.00
Greater Nashua Mental Health Center	\$5,500.00	\$5,500.00	\$5,500.00
Harbor Homes, Inc	\$5,000.00	\$5,000.00	\$5,000.00
Home Health & Hospice Care	\$8,500.00	\$8,500.00	\$8,500.00
Lamprey Health Care	\$2,000.00	\$2,500.00	\$2,500.00
Opportunity Networks	\$8,500.00	\$10,000.00	\$9,050.00
SHARE	\$3,500.00	\$2,500.00	\$3,500.00
Souhegan Valley Rides	\$7,300.00	\$8,000.00	\$8,000.00
St Joseph Community Services (Meals on Wheels)	\$2,100.00	\$1,400.00	\$1,400.00
NH Wellpoint Foundation (Hampshire Hills AC)	\$1,000.00	\$1,000.00	\$1,000.00
	\$55,000.00	\$54,861.00	\$55,000.00



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

Title: Administrative Updates

Department: Administration

Meeting Date: December 20, 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: Impact Fees

Department: Administration

Meeting Date: December 20, 2021

Staff Contact: Dean Shankle

BACKGROUND INFORMATION:

The schools updated some of the information that related to the calculation of impact fees. The BOS is supposed to review the fees annually and determine whether they should be increased.

I asked Bruce Mayberry, who handles our impact fee calculations, to review the school documents and let me know if he felt it would be appropriate to update the fees at this time. His response: "I reviewed the documents, which contain information that would allow the K-8 space standards to be updated in the school fee basis to match the proposed configuration of the new elementary school and renovated middle school.

If I were to update the school fees, I would need to review with Amy Facey whether the District's elementary school construction scope will match the architect's space and capacity estimates in the Master Plan, and whether any State Building Aid is likely to support a portion of the principal cost of related bonds.

In updating the fee to the new spatial standards, a significantly higher amount of floor are per pupil would pertain to the fee calculation. There is some risk to updating the fee before the District votes to approve the related project (which essentially would accept the new space standards).

A new fee could be significantly higher than the current one, but if the projects fail to be approved you could have a fee that is not consistent with what the voters will support financially."

BUDGET IMPACT:

(Include general ledger account numbers)

Bruce estimated the cost of the update would be between \$600 and \$1,000.

POLICY IMPLICATIONS:

I share Bruce's concern regarding increasing the fee prior to the people voting. However, I don't see any downside (except the rather minor expenditure) of having the information available so that if the schools do pass the new fees can be quickly implemented.

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that we contract with Bruce Mayberry to update the impact fee schedule using the updated school information.

TOWN ADMINISTRATOR RECOMMENDATION:

See above

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: National Opioid Settlement
Meeting Date: December 20, 2021

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

The NH Attorney General's Office would like the Town of Amherst to participate in their settlement with certain opioid producers. I have attached documents from the attorney general for your review. I asked Chris Descrscher, the Town's Attorney, to review the document and to contact the AG's office if he felt he needed more information. Below is Chris' recommendation:

"I have reviewed the documents and had a conversation with the AG's office relative to the opioid settlement. I concur with the AG for the following reasons:

1. For the Town to sue on its own would be very problematic because;
 - a. We are somewhat late to game to file the suit at this point although not barred from doing so at this time;
 - b. If the Town were to file its own suit it would need outside counsel. You can probably imagine the 'fire power' the Town would need for legal team to sue three big Pharma companies. The current settlement at issue is the result of several years of litigation – at one time the AG's office had 20 attorneys doing document review.
 - c. That said, should Town like to sue on its own let me know and we can secure a firm.
2. The more towns that opt in to the settlement the more money goes into the Trust Fund to mitigate problems associated with the opioid crisis. So, for example, if our first responders had to expend Narcan to an overdose victim at the taxpayers' expense, the Town could request reimbursement for that cost, etc.
3. It also needs to be noted that this settlement is specific to the 3 named opioid distributors that are listed – it has nothing to do with any other distributors or manufactures of opioids. So, in the event that the Town desired to pursue a lawsuit aimed at a different party we would be free to do so.

The next step, if the Town wants to opt into this settlement, is to follow the process outlined in the document that you sent me. If the Town wants to opt in I can handle those steps should you want me to.

Up to the Selectboard, of course, on whether to opt in. In my opinion, I think it makes sense to opt in because to sue on our own would be very expensive, to say the least, and would take years to get to this point."

A letter from the AGs office is attached and here is a link to a press release explaining the ask: <https://www.doj.nh.gov/news/2021/20210928-nh-to-join-21-billion-natl-opioid-settlement-with-distributors.htm>

BUDGET IMPACT:

(Include general ledger account numbers)

None.

POLICY IMPLICATIONS:

The Town would give up its right to sue national pharmaceutical companies in order to allow the state of NH to increase the amount of cash they would get in their settlement.

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that the Town of Amherst agrees to participate in the State of New Hampshire's National Opioid Settlement, as outlined in the attached document, and authorize our town attorney, Chris Drescher, to act on our behalf in this matter.

TOWN ADMINISTRATOR RECOMMENDATION:

See above

ATTACHMENTS:

1. AG_ltr_re_opioids

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

38 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
DEPUTY ATTORNEY GENERAL

TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

The New Hampshire Department of Justice has indicated its intention to join a proposed nationwide settlement agreement (“Settlement”) that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”). The Attorney General has decided against joining another national Settlement with Johnson & Johnson/Janssen and is proceeding with the state’s litigation against those defendants in Merrimack County Superior Court. A trial in that case is set to begin on February 1, 2022.

The proposed Settlement requires the Distributors to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlement requires the Distributors to pay up to \$21 billion over 18 years. The vast majority of the settlement funds are earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlement also contains injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

The proposed Settlement has two key participation steps. First, each state decides whether to participate in the Settlement, and the New Hampshire Department of Justice has already indicated its intention to join the Settlement with the Distributors. The defendants have determined that sufficient state participation exists to go forward with the Settlement process. Second, the subdivisions within each participating state must then decide whether to participate in the Settlement. The more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions.

This letter is part of the formal notice required by the Settlement.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because the New Hampshire Attorney General has elected to participate in this national Settlement against the Distributors, and, consequently, your subdivision may participate in this Settlement. This notice is being sent directly to subdivisions that we understand are litigating against these companies, as well as to subdivisions identified by the defendants as non-litigating primary subdivisions. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlement.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlement. Detailed information about the Settlement may be found at: <https://nationalopioidsettlement.com/>. You can also find New Hampshire-specific information on our website: <https://www.doj.nh.gov/opioid-settlement/index.htm>.

New Hampshire already has passed legislation that provides for a dedicated opioid abatement trust fund to receive all opioid-related settlement funds or judgments coming to the State or to all political subdivisions within the State. A commission has been formed to receive, review and recommend to the Governor and Executive Council grant applications for the use of these funds. That legislation can be found at NH RSA 126-A:83-86.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements. All required documentation must be executed and submitted electronically through the website and must be executed using the “DocuSign” service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Identification Number to use to register is: <<SubdivisionRegistrationCode>>.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state’s share of the abatement funds is then further allocated within each state according to state law (RSA 126-A:83-86). Any questions concerning the status or terms of the statutory trust can be directed to the Attorney General’s Office. Please contact Associate Attorney General James T. Boffetti (james.t.boffetti@doj.nh.gov; 603-271-0302).

We encourage you to review all materials and to follow up with any questions. The terms of this Settlement are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in this proposed Settlement, the Settlement will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of “incentive payments,” *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement fund that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from this Settlement will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

This Settlement require that you take affirmative steps to “opt in” to the Settlement. If you do not act, you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to New Hampshire.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General’s Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlement and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General’s Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlement within your state and we encourage you to discuss the terms and benefits of the Settlement with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and using DocuSign.

We urge you to view the national settlement website at your earliest convenience. Information and documents regarding the national Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

New Hampshire-specific information can be found on our website at: <https://www.doj.nh.gov/opioid-settlement/index.htm>.

Questions for the Attorney General's Office can be directed to:

Associate Attorney General James T. Boffetti
Office of the Attorney General
33 Capitol Street
Concord, NH 03301
james.t.boffetti@doj.nh.gov
603-271-0302

«3of9 barcode »
«BARCODE»
Postal Service: Please do not mark barcode
NPD «Claim Number»
«NAME1» «NAME2»
«ADDRESS LINE 1» «ADDRESS LINE 2»
«CITY», «STATE» «PROVINCE» «POSTALCODE» «COUNTRY»

NPD

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196



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

Title: Review of budget and warrants in preparation for the budget public hearing

Department: Administration

Meeting Date: December 20, 2021

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2023 WARRANT DRAFT, #1



**AMHERST TOWN WARRANT
THE STATE OF NEW HAMPSHIRE
MARCH 8, 2022**

To the inhabitants of the Town of Amherst in the County of Hillsborough and the State of New Hampshire, qualified to vote in town affairs:

You are hereby notified that the Annual Meeting of Amherst will be held in accordance with NH RSA 40:13. The first session, to transact all business other than voting, is on Wednesday, February 9, 2022 at 7:00 PM at the Souhegan High School Auditorium. The second session, voting by official ballot at the polls, is on Tuesday, March 8, 2022 at the Souhegan High School from 6:00 AM to 8:00 PM.

ARTICLE 21: To choose all necessary Town Officers for the ensuing terms as follows:

- 2 Selectmen for 3 Years**
- 1 Town Moderator for 2 Years**
- 1 Cemetery Trustee for 3 Years**
- 3 Library Trustees for 3 Years**
- 2 Planning Board Members for 3 Years**
- 1 Trustee of the Trust Funds for 3 Years**
- 1 Supervisor of the Checklist for 6 Years**
- 2 Zoning Board of Adjustment Members for 3 Years**

ARTICLE 22: Operating Budget

Shall the Town vote to raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth herein, totaling **\$15,518,154**. Should this article be defeated the default budget shall be **\$14,877,676** which is the same as last year with certain adjustments required by previous action of the Town or by law; or the governing body may hold one special meeting in accordance with RSA 40:13 X and XVI to take up the issue of a revised operating budget only. This operating budget warrant article does not include appropriations contained in any other warrant article. (Tax Impact = \$6.65) (Majority vote required)

(The Board of Selectmen supports this article by a vote of X-X-X.)

(The Ways and Means Committee supports this article by a vote of X-X-X.)

ARTICLE 23: Contingency Fund

Shall the Town vote to establish a contingency fund for the current year, in accordance with NH RSA Section 31:98-a, for unanticipated expenses that may arise and further to raise and appropriate the sum of one hundred-twenty thousand dollars (**\$120,000**) to go into the fund. Said sum shall come from the undesignated fund balance and no amount to be raised from taxation. Any appropriation left in the fund at the end of the year will lapse to the general fund. (Tax Impact = \$0.00) (Majority vote required)

(The Board of Selectmen supports this article by a vote of X-X-X.)
(The Ways and Means Committee supports this article by a vote of X-X-X)

ARTICLE 24: Communications Center Capital Reserve Fund

Shall the Town vote to raise and appropriate the sum of twenty-five thousand dollars (**\$25,000**) to be added to the Communications Center Capital Reserve Fund, previously established. (Tax Impact = \$0.01)
(Majority vote required)

(The Board of Selectmen supports this article by a vote of XXX.)
(The Ways and Means Committee supports this article by a vote of XXX.)

ARTICLE 25: Assessing Revaluation Capital Reserve Fund

Shall the Town vote to raise and appropriate the sum of twenty-five thousand dollars (**\$25,000**) to be added to the Assessing Revaluation Capital Reserve Fund, previously established. (Tax Impact = \$0.01) (Majority vote required)

(The Board of Selectmen supports this article by a vote of.)
(The Ways and Means Committee supports this article by a vote of.)

ARTICLE 26: Bridge Repair and Replacement Capital Reserve Fund

Shall the Town vote to raise and appropriate the sum of two hundred thousand (**\$200,000**) to be added to the Bridge Repair and Replacement Capital Reserve Fund, previously established. (Tax Impact = \$0.09)
(Majority vote required)

(The Board of Selectmen supports this article by a vote of.)
(The Ways and Means Committee supports this article by a vote of.)

ARTICLE 27: Fire Rescue Vehicle and Equipment Purchase and Repair Capital Reserve Fund

Shall the Town vote to raise and appropriate the sum of two hundred fifty-seven thousand dollars (**\$257,000**) to be added to the Fire Rescue Vehicle and Equipment Purchase and Repair Capital Reserve Fund, previously established. (Tax Impact = \$0.11) (Majority vote required)

(The Board of Selectmen supports this article by a vote of.)
(The Ways and Means Committee supports this article by a vote of.)

ARTICLE 28: DPW Vehicles and Equipment Acquisition and Replacement CRF

Shall the Town vote to raise and appropriate the sum of one hundred and twenty thousand dollars (**\$120,000**) to be added to the DPW Vehicles and Equipment Acquisition and Replacement Capital Reserve Fund, previously established. (Tax Impact = \$0.05) (Majority vote required)

(The Board of Selectmen supports this article by a vote of XXX.)
(The Ways and Means Committee supports this article by a vote of XXX.)

ARTICLE 29: Amherst Multimodal Facilities CRF

Shall the Town vote to raise and appropriate the sum of seventy-five thousand dollars (**\$75,000**) to be added to the Amherst Multimodal Facilities Capital Reserve Fund, previously established. (Tax Impact = \$0.03) (Majority vote required)

(The Board of Selectmen supports this article by a vote of XXX.)
(The Ways and Means Committee supports this article by a vote of XXX.)

ARTICLE 30: Amherst Multimodal Facilities CRF

Shall the Town vote to raise and appropriate the sum of ninety-eight thousand dollars (**\$98,000**) to be added to the Amherst Multimodal Facilities Capital Reserve Fund, previously established. (Tax Impact = \$0.04) (Majority vote required)

*(The Board of Selectmen supports this article by a vote of XXX.)
(The Ways and Means Committee supports this article by a vote of XXX.)*

ARTICLE 31: Recreation Fields Acquisition and Construction CRF

Shall the Town vote to raise and appropriate the sum of Fifty Thousand Dollars (**\$50,000**) to be added to the Recreation Fields Acquisition and Construction Capital Reserve Fund, previously established. (Tax Impact = \$0.02) (Majority vote required)

*(The Board of Selectmen supports this article by a vote of XXX.)
(The Ways and Means Committee supports this article by a vote of XXX.)*

ARTICLE 32: Elderly, Blind and Disabled Exemption

Shall the Town vote to modify the elderly, blind, and disabled exemptions from property tax Shall the Town vote to modify the elderly, blind, and disabled exemptions from property tax in the Town of Amherst, based on assessed value, for qualified taxpayers to be as follows:

For elderly persons:

- 65 years of age up to 74 years inclusive, an exemption of \$ 104,120. (formerly \$76,000);
- 75 years of age up to 79 years inclusive, an exemption of \$ 156,180. (formerly \$114,000);
- 80 years of age or older, an exemption of \$ 206,870. (formerly \$151,000); and

For blind persons of any age:

- an exemption of \$ 50,690. (formerly \$37,000); and

For disabled persons of any age:

- an exemption of \$ 89,050. (formerly \$65,000); and

For the elderly and the disabled exemptions only

- a net income of not more than \$ 49,960. (formerly \$41,760) for a single person, or if married, a combined net income of less than \$ 67,640. (formerly \$57,000); and
- own assets not in excess of \$ 165,000. (formerly \$150,000) excluding the value of the person’s residence in accordance with RSA 72:39-a.

To qualify for any of the above exemptions, a person must have been a New Hampshire resident for at least three (3) years (5 years for the disabled person), own real estate individually or jointly, or if the real estate is owned by such person’s spouse, they must have been married for at least five(5)years. (Estimated Tax Impact: .03 Cents per Thousand)

Given under our hands and seal this XXth day of January 2022

Peter Lyon, Chairman

Danielle Pray, Clerk

John D’Angelo, Selectman

Dwight Brew, Vice Chairman

Thomas Grella, Selectman



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

Title: Fleet Vehicle Purchase

Department: Police Department

Meeting Date: December 20, 2021

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

FY22 police cruiser purchase

BUDGET IMPACT:

(Include general ledger account numbers)

\$77,280 to GL 01-4210-70-2760, *New Vehicle Cruisers*

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to award police vehicle purchase bid to Northwest Hills Chrysler/Dodge/Jeep/Ram in the amount of \$77,280.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 20211210104849

TOWN OF AMHERST

Town Department: Amherst Police Department

Date: December 13, 2021

Line Item: 01-4210-70-2760 New Vehicles

Budget Amount: \$77,315

Bid #: Item: Fleet Vehicles

Date Bid To Be Awarded: December 20, 2021


<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
1. Northwest Hills CDJR 2033 E. Main Street Torrington, CT 06790	\$38,640	\$77,280	State bid recipient; low bid
2. Nucar – Automall of Tilton 40 E Main Street Tilton, NH 03276	\$46,906	XXXX	Only one unit available
3. Herb Chambers of Danvers 90 Andover St Danvers, MA 01923	\$47,362	XXXX	Only one unit available

Recommend bid be awarded to: Northwest Hills CDJR

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 the meeting of the Board of Selectmen.

After Market Options

Item #	MFR	Discount	Description	QTY	List Price	State Discount (\$)	Net Amount (\$)
1			Labor			\$ -	0.00
2			Labor			\$ -	0.00
3			Labor			\$ -	0.00
4			Labor			\$ -	0.00
5			Labor			\$ -	0.00
6			Labor			\$ -	0.00
Parts Accessories and Labor							
Connecticut Motor Vehicle Fees							
Total Standard, Optional, and Aftermarket Equipment :				each \$			\$38,640.80
Units:				1	Total:		\$38,640.80
Name:		QTY		Exterior		Interior	
FIN Code:		1		WHITE		BLACK	
VIN:							
<div style="text-align: right;">  Signature _____ Date <u>10/06/2021</u> </div>							

Warren Ford
Fleet and Municipal Manager

Mark Reams

From: Soniyah Suong <cjdrdanversbdc@herbchambers.com>
Sent: Thursday, December 9, 2021 10:46 AM
To: Mark Reams
Subject: RE: Hi Mark :)

[External Sender]:

Hi Mark,

It was a pleasure speaking with you over the phone. Please review the information below.

MSRP: \$46,207

REBATES: \$2,250 (Including \$750 to finance with Chrysler Capital)

.....

\$43,957

DOC FEE:..... \$459

TAX:.....\$2,776.31 (6.25%)

REG FEE:.....\$170 (New registration)

.....

\$47,362.31 Total

If you plan on proceeding please let me know so we can get the process started. :)

Best,
Soniayh



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

Title: Police Motorcycle Lease

Department: Police Department

Meeting Date: December 20, 2021

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Replacement of police motorcycle totaled in accident July 2021

BUDGET IMPACT:

(Include general ledger account numbers)

Downpayment of \$8,000 recovered from Primex insurance payment, and \$4,938.06 annually for four (4) years

POLICY IMPLICATIONS:

N/A

DEPARTMENT HEAD RECOMMENDATION:

Approve

SUGGESTED MOTION:

Move to approve the four-year lease contract for the replacement of the police department motorcycle, and to authorize the Town Administrator to execute the contract on behalf of the Town.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 20211216093454

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. *Please sign in blue ink and print on single sided paper only.* Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (212) 239-2420.

I. Attached Documentation

1. Government Obligation Contract

- ◆ An authorized individual that is with the Obligor should sign on the first space provided. *All original signatures are required for funding.*
- ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

2. Exhibit A – Description of Equipment

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule

- ◆ Sign and print name and title

4. Exhibit C - Payment Request & Equipment Acceptance Form

- ◆ Do Not Return until you need to request funds from the Vendor Payable Account.

5. Exhibit D - Signature Card

- ◆ Sign and print name and title
- ◆ An additional individual may sign as an authorized individual, if desired.

6. Exhibit E - Obligor Acknowledgement

- ◆ Complete information as indicated.

7. Notice of Assignment

- ◆ Sign and print name and title.

8. Insurance Requirements

- ◆ Complete insurance company contact information where indicated.

9. Debit Authorization – (Preferred)

- ◆ Complete form and attach a voided check

10. 8038GC IRS Form

- ◆ Please read 8038 Review Form
- ◆ In Box 2, type Employer Identification Number
- ◆ Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by April 9, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

Sparta Commercial Services, Inc.
555 Fifth Avenue, 14th Floor
New York, New York 10017

GOVERNMENT OBLIGATION CONTRACT

Obligor

Town of Amherst, New Hampshire
2 Main Street
Amherst, New Hampshire 03031

Obligee

Sparta Commercial Services, Inc.
555 Fifth Avenue, 14th Floor
New York, New York 10017

Dated as of December 7, 2021

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the Items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "Issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an Information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to

delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Oblgee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Oblgee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Oblgee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Oblgee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblgee's satisfaction, and Oblgee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblgee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Oblgee and Obligor. Furthermore, Oblgee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Oblgee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Oblgee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Oblgee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Oblgee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Oblgee and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Oblgee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account

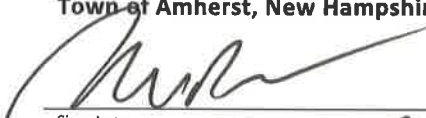
Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Oblgee of Obligor's final acceptance of the Equipment by delivering to Oblgee the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Oblgee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Town of Amherst, New Hampshire

Sparta Commercial Services, Inc.


Signature
MARK O. BEAMAN, Chief of Police
Printed Name and Title

Signature

Printed Name and Title

**Town of Amherst, New Hampshire
Attested By Authorized Individual:**

Signature

Printed Name and Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 7, 2021, between Sparta Commercial Services, Inc. (Obligee) and Town of Amherst, New Hampshire (Obligee)

Below is a detailed description of all the Items of Equipment including quantity, model number and serial number where applicable:

One (1) 2022 BMW R1250RT-P Motorcycle

Physical Address of Equipment after Delivery : 175 Amherst St., Amherst, NH 03031

**EXHIBIT B
PAYMENT SCHEDULE**

RE: Government Obligation Contract dated as of December 7, 2021, between Sparta Commercial Services, Inc. (Obligee) and Town of Amherst, New Hampshire (Obligor)

Date of First Payment: December 7, 2022
 Original Balance: \$17,769.43
 Total Number of Payments: Four (4)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	07-Dec-22	\$4,938.06	\$776.53	\$4,161.53	\$14,070.53
2	07-Dec-23	\$4,938.06	\$594.67	\$4,343.39	\$9,501.12
3	07-Dec-24	\$4,938.06	\$404.86	\$4,533.20	\$4,811.99
4	07-Dec-25	\$4,938.06	\$206.75	\$4,731.31	\$0.00

Town of Amherst, New Hampshire



Signature 

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

EXHIBIT C

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of December 7, 2021, between Sparta Commercial Services, Inc. (Obligee) and Town of Amherst, New Hampshire (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ 25,769.43 and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: Greater Boston Motorsports
1098 Massachusetts Ave, Arlington, MA 02476
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: sandy@spartacommercial.com

Please call (212) 239-2420 if you have any questions.

Town of Amherst, New Hampshire

Signature

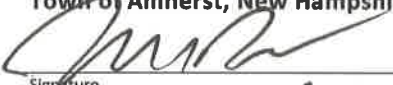
Printed Name and Title

EXHIBIT D
SIGNATURE CARD

RE: Government Obligation Contract dated as of December 7, 2021, between Sparta Commercial Services, Inc. (Obligee) and Town of Amherst, New Hampshire (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Town of Amherst, New Hampshire.

Town of Amherst, New Hampshire


Signature
MADILE O. REARDON, Chief of Police
Printed Name and Title

Signature of additional authorized individual (optional) of Obligor


Signature

Printed Name and Title

EXHIBIT E
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of December 7, 2021, between Sparta Commercial Services, Inc. (Obligee) and Town of Amherst, New Hampshire (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

NOTICE OF ASSIGNMENT

DECEMBER 7, 2021

Sparta Commercial Services, Inc. (Obligee/Assignor) hereby gives notice of an Assignment between Obligee/Assignor and KS StateBank (Assignee) of the Government Obligation Contract (Contract) between Obligee/Assignor and Town of Amherst, New Hampshire, dated as of December 7, 2021.

All Contract Payments coming due pursuant to the Contract shall be made to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

Sparta Commercial Services, Inc., Obligee/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

Town of Amherst, New Hampshire (Obligor) as party to a Government Obligation Contract dated as of December 7, 2021 between Obligor and Sparta Commercial Services, Inc. (Obligee), hereby acknowledges receipt of a Notice of Assignment dated December 7, 2021 whereby Obligee gave notice of its assignment to KS StateBank of its right to receive all Contract Payments due from Obligor under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Obligee, Obligor agrees to deliver all Contract Payments coming due under the Contract to:

KS StateBank
P.O. Box 69
Manhattan, Kansas 66505-0069

Town of Amherst, New Hampshire

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured: Town of Amherst, New Hampshire 2 Main Street Amherst, New Hampshire 03031	Certificate Holder: KS StateBank 1010 Westloop, P.O. Box 69 Manhattan, Kansas 66505-0069
--	--

1. **Equipment Description**
 - ◆ One (1) 2022 BMW R1250RT-P Motorcycle
 - ◆ Please include all applicable VIN's, serial numbers, etc.
2. **Physical Damage**
 - ◆ All risk coverage to guarantee proceeds of at least \$17,769.43.
3. **Liability**
 - ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.
4. **Additional Insured and Loss Payee**
 - ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: sandy@spartacommercial.com

Please complete the information below and return this form along with the Contract.

Town of Amherst, New Hampshire

Insurance Company:

Primex - N.H. Public Risk Management Exchange

Agent's Name:

Amy Poole

Telephone #:

800-698-2364

Fax #:

603-931-3389

Address:

Bow Brook Place, 46 Donovan St., Concord, NH 03301-2624

City, State Zip:

Email:

apoodle@nhprimex.org

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3359874	Payment Amount \$4,938.06	Frequency of Payments Annual
Beginning Month _____ Year _____	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Town of Amherst, New Hampshire	
Signature	Printed Name and Title
Tax ID Number 02-6000030	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

► Under Internal Revenue Code section 149(e)

Caution: If the issue price is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Town of Amherst, New Hampshire		2 Issuer's employer identification number (EIN) 02 6000030	
3 Number and street (or P.O. box if mail is not delivered to street address) 2 Main Street		Room/suite	
4 City, town, or post office, state, and ZIP code Amherst, New Hampshire 03031		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information Mr. Mark Reams, Chief of Police		7 Telephone number of officer or legal representative (603) 673-4900	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>			
8a	Issue price of obligation(s) (see instructions)	8a	18,302 71
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 12/07/2021		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions).	9d	18,302 71
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property.	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s).	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank).	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		<input checked="" type="checkbox"/>
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		<input type="checkbox"/>
12	Vendor's or bank's name: Sparta Commercial Services, Inc.		
13	Vendor's or bank's employer identification number: 30 0298178		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent	Signature of issuer's authorized representative	Date	Type or print name and title
	H. Evan Howe	12/09/2021	H. Evan Howe

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	H. Evan Howe	H. Evan Howe	12/09/2021		P01438994
	Firm's Name ► Baystone Financial LLC	Firm's EIN ► 48-1223987			
	Firm's Address ► 10601 Mission Road, Suite 200, Leawood, KS 66206	Phone no. (800) 752-3562			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Commonwealth Cycles INC., d.b.a.
GREATER BOSTON MOTORSPORTS
 1098 MASSACHUSETTS AVENUE
 ARLINGTON MA 02476

Amherst Police Department
 175 Amherst Street
 AMHERST NH 03031
 603-673-4900
 hchapman@amherstnh.gov

(781) 648-1300
Bill of Sale

Order No. 99989405
 Salesman Brian Kent
 Finance Mgr.

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Color	Serial No.	Odometer	Stock No.	Price (Incl factory options)
New	2022	BMW	R1250RT-P	Black/White		0	TBA	\$21,250.00

Warranty : 0 - 30 - 60 Days

Options:

	Base Price	\$21,250.00
	Freight	\$495.00
	Dealer Prep Pkg.	\$386.00
	Administration Fee	\$0.00
	Added Accessories	\$3,459.43
	Unit Subtotal (before tax)	\$25,590.43
	Vehicle Tax	\$0.00
	Accessory Tax	\$0.00
	Inspection Fee	\$0.00
	Title Fee	\$0.00
	Delivery Fee	\$0.00
Installed options	Unit Subtotal	\$25,590.43
	VSI INSURANCE	\$0.00
	Documentation Fee	\$179.00
	Runner Fee	\$0.00
	GAP	\$0.00
	Service Contract	\$0.00
	PCMP	\$0.00
	Road Hazard	\$0.00
	Acquisition Fee	\$0.00
	Theft	\$0.00
	Key Policy	\$0.00
	Battery Protection	\$0.00
	Cash Price	\$25,769.43
	Trade Allowance	\$0.00
	Payoff	\$0.00
	Net Trade	\$0.00
	Net Sale (Cash Price - Net Trade)	\$25,769.43
	Cash Down Payment	\$0.00
	Amount to Pay/Finance	\$25,769.43

NONE * LienHolder *

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. (4) Dealer retains all factory incentives.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Co-Signer Signature _____



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Boston Post Road culvert repair
update

Department: Public Works

Meeting Date: December 20, 2021

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Boston Post Rd. opened to all traffic on Tuesday, December 14. I will update the board with the latest news at the meeting.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

None

SUGGESTED MOTION:

None

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW New Hire

Department: Public Works

Meeting Date: December 20, 2021

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We are pleased to announce that our search for a light equipment operator to replace a recent resignation has yielded a great candidate. Coincidentally, this candidate is from within our own ranks. We are before the board tonight to recommend that Daniel Callahan, of Amherst, be transferred from his current winter on-call position with the DPW, to a full-time with benefits position as our new light equipment operator. Daniel did very well during his oral interview. We believe he adequately demonstrated the ability to perform the necessary functions of the job. Further, Daniel has been working with us since last winter as an on-call winter plow driver, and as a seasonal employee mowing the commons. He has a great work-ethic, is dependable, and has shown us his ability to work well with our crew and with management.

BUDGET IMPACT:

(Include general ledger account numbers)

This light equipment operator position is replacing a heavy equipment operator position. This will result in a small net budget surplus for 4312 crew wages that we intend to use to promote up to two heavy equipment operators in the spring.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

I recommend to transfer Daniel Callahan from a DPW winter-on call employee grade S11 Step 5 (\$19.13/ hour), to a DPW light equipment operator position grade 7 step 2 (\$21.70/ hour), effective December 21, 2021.

SUGGESTED MOTION:

I move to transfer Daniel Callahan from a DPW winter-on call employee grade S11 step 5 (\$19.13/ hour), to a DPW light equipment operator position grade 7 step 2 (\$21.70/ hour), effective December 21, 2021. This position is full-time with benefits.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. D Callahan PAR



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Solar System for AFR

Department: Fire Rescue

Meeting Date: December 20, 2021

Staff Contact: Matt Conley

BACKGROUND INFORMATION:

Amherst Fire Rescue Association has been named as the recipient of a rooftop solar system from an anonymous donor with the stipulation that it is to be installed on the Central Fire Station. The contingent for the AFR Association to accept the donation hinges on the approval from the BOS to accept the system and the installation of it. The overall value of the donation (\$50,000.00) includes the system and the installation of it.

BUDGET IMPACT:

(Include general ledger account numbers)

Initially, there wouldn't be a budget impact. As the system ages and the included warranty runs out, that is when the responsibility of repairs and replacement of parts will have an impact. It is expected, with the savings on the utility bills for the building being significantly decreased, the benefit far outweighs the upkeep of the system.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

The recommendation is that the AFR Association move forward with the acceptance of the donation.

SUGGESTED MOTION:

I move to accept the donation of a rooftop solar system to be installed on the Central Fire Station, with a dollar value of \$50,000.00, from the Amherst Fire Rescue Association.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Bid Award for Annual Town Report **Department:** Administration
Meeting Date: December 20, 2021 **Staff Contact:**

BACKGROUND INFORMATION:

A Request For Pricing was sent via email to nineteen printing companies for printing bound copies of the Annual Town Report. Delivery is needed no later than February 28, 2022. Several responded that they would not bid. Three bids were received.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to award the Annual Town Report printing to Smith & Town as the lowest qualified bidder for the costs quoted of 750 copies for \$1981 and 1000 copies for \$2294, including shipping costs.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Town Report RFP, Bid Award Dec 2021
2. Bids for 2021 Annual Town Report

TOWN OF AMHERST

Town Department: Administration

Date: December 9, 2021

Line Item: 01-4130-50-2550

Budget Amount: \$2,800.00

Item: Annual Town Report Printing

Date Bid To Be Awarded: December 21, 2021

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
1. Smith & Town Berlin, NH	\$2.64 \$2.29	750 = \$1981 1,000 = \$2294	Previously chosen vendor Delivery included <u>LOWEST BID</u>
2. Flagship Press, Inc. North Andover, MA	\$2.66 \$2.57	750 = \$1,977 1,000 = \$2566	Shipping is an additional \$229.50 and is a quote, not a firm price
3. RAM Companies East Hampstead, NH	\$3.43 \$3.28	750 = \$2,573 1,000 = \$3,277	
4.			
5.			

Recommend bid be awarded to: Smith & Town

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 the meeting of the Board of Selectmen.

Smith & Town Printers

42 Main Street

Berlin N.H. 03570

P 1(603) 752-2150 F 1 (603) 752-5220

E-Mail: files@smithandtownprinters.com

Estimate

Town of Amherst, NH

Annual Report

11/18/21

Paper: #10 pt. Productolith Coated 1 side cover / #50 white text

Prepress: proof, output from **customer supplied print-ready files**

Press: cover: 4/1(full color) text: 1/1 (black ink)

Finish: fold, collate, perfect bind, and trim to size

Finish size: 6 x 9 244 pages + cover

Bleeds: none

500
\$1894.00

750
\$1981.00

1000
\$2294.00

- **Delivery included in above pricing**



Flagship Press, Inc.

150 Flagship Drive
North Andover, MA 01845
Phone: (978) 975-3100
Fax: (978) 975-0635
Email: info@flagshippress.com
www.flagshippress.com

Quotation

123747

To:

Date 11/12/21
Salesperson Patrick Spiegel

TOWN OF AMHERST NH
Jennifer Stover
2 Main Street
Amherst, NH 03031

Dear Jennifer Stover

We would like to thank you for your time and consideration in regards to this quotation. It includes detailed product specifications and prices. This quotation is confidential and is intended solely for the use of the addressee(s) named above.

Detailed Production Specifications for This Request

Description	2021 Annual Report - 240pg + cvr
Size	6 x 9
Bleeds	Bleeds
Pages	244
Ink	Cover Digital 4/0 Process Text Digital 1/1 (blk)
Prepress	Print Ready digital files supplied, check copy and pdf proof Digital Prepress, PDF Proof (Digital)
Paper	80.0 lb Euro Art Gloss Cover 50.0 lb Lynx Opaque Smooth White Text
Finishing	Trim, fold, perfect bind
Packing	Carton Pack
Delivery	FOB Flagship, North Andover, MA
Prices	

Quantity	Prices
750	\$1,977.00
1,000	\$2,566.00

Best Regards,

Quoted By: Patrick Spiegel Sign: _____ Date: _____

Accepted By: _____ Sign: _____ Date: _____

Thank you for giving us the opportunity to submit this quote. Prices are subject to change based upon the cost and availability of stock at the time of order.

Jennifer Stover

From: Patrick Spiegel <pspiegel@flagshippress.com>
Sent: Thursday, December 09, 2021 4:23 PM
To: Jennifer Stover
Subject: Flagship Quote with Shipping Estimate
Attachments: 123747-AMHRSTNH-2021_Annual_Report_-_240pg+_cvr.pdf

[External Sender]:

Hi Jennifer,

I apologize for the confusion. Please find our quote attached. Freight Shipping to Amherst, NH is estimated at \$229.25.

Let me know if you have any questions.

Thanks,
Patrick

--
Patrick J. Spiegel
Business Development
150 Flagship Dr, North Andover, MA 01845
(978) 975-6123

Looking for ideas for promotional products and apparel? Search our [product catalog](#) today!





RAM Estimate 114904

5 Commerce Park PO Box 900
 East Hampstead, NH 03826
 (800) 860-7045 Fax: (603) 382-7629
 www.theramcompanies.com

No:
 Date: 11/29/21
 Customer No:

Customer

JENNIFER STOVER
 TOWN OF AMHERST NH
 2 MAIN STREET
 PO BOX 960
 AMHERST NH 03031
 Phone: 603-673-6041 X 210
 E-Mail: jstover@amherstnh.gov

Quantity	Description	Amount
750	226 PAGE PLUS 4/0 COVER 6 X 9 TOWN REPORT Digital Color 4/0 12.625 X 9 COVER, 8.5 x 11 WHITE 80# CONDAT DIGITAL GLOSS COVER GLOSS, copied on 1 side Digital B&W 1/1 240 PAGE WHITE TEXT, 6 x 9 WHITE 50# HUSKY OFFSET TEXT SMOOTH, 120 sheets, copied on 2 sides PERFECT BIND BOOKS	\$ 2,572.51
1,000	226 PAGE PLUS 4/0 COVER 6 X 9 TOWN REPORT Digital Color 4/0 12.625 X 9 COVER, 8.5 x 11 WHITE 80# CONDAT DIGITAL GLOSS COVER GLOSS, copied on 1 side Digital B&W 1/1 240 PAGE WHITE TEXT, 6 x 9 WHITE 50# HUSKY OFFSET TEXT SMOOTH, 120 sheets, copied on 2 sides	\$ 3,277.49
<i>Thank you for the opportunity to provide you with this quote</i>		

continued on page 2



RAM Estimate 114904 (2)

5 Commerce Park PO Box 900
 East Hampstead, NH 03826
 (800) 860-7045 Fax: (603) 382-7629
 www.theramcompanies.com

No:
 Date: 11/29/21
 Customer No:

Customer

JENNIFER STOVER
 TOWN OF AMHERST NH
 2 MAIN STREET
 PO BOX 960
 AMHERST NH 03031
 Phone: 603-673-6041 X 210
 E-Mail: jstover@amherstnh.gov

Quantity	Description	Amount
	<p>PERFECT BIND BOOKS</p> <p><i>Thank you for the opportunity to provide you with this quote</i></p>	
<p>Sales Rep: STEVE VALBONA</p> <p>PRICE BASED ON CTP OUTPUT FROM SUPPLIED FILE. DIGITAL PROOFS. COVER PRINTS 4/0 (4C DIGITAL). BLEEDS ALLOWED. TRIMS TO 12.375 X 9, FOLDS TO 6 X 9. TEXT PAGES PRINT 1/1 (BLACK / SAME). DOES NOT BLEED. TRIMS TO 6 X 9. COLLATE TOGETHER WITH COVER & PERFECT BIND. CARTON PACK.</p> <p>PLEASE READ: Do to the volatility of the paper market including availability and cost, RAM will be reviewing all quotes at the time the order is placed for pricing and possible substitutions due to availability. An unprecedented amount of paper price increases that have been announced for the rest of the year without any specific amounts of the increase will force RAM to review and adjust accordingly.</p>		



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: ASSESSING

Department: Assessing

Meeting Date: December 20, 2021

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

All Service Veteran Tax Credit

Item A. I have reviewed the attached All Service Veterans' Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28-b for the 2022 tax year.

Suggested Motion:

The application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the All Service Veterans' Tax Credit for tax year 2022 in the amount of \$500 for Map 005, Lot 082-002.

Item B. I have reviewed the attached All Service Veterans' Tax Credit Application provided and the applicant qualifies for the Tax Credit under RSA 72:28-b for the 2022 tax year.

Suggested Motion:

The application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the All Service Veterans' Tax Credit for tax year 2022 in the amount of \$500 for Map 002, Lot 166-016.

Land Use Change Tax

Item C. Attached is a Land Use Change Tax release for Tax Map 005 Lot 059-024. The lot was purchased on 12/2/2021 and is less than 10 acres. The Land Use Change Tax in the amount of \$25,000 represents 10% of the full and true market value of \$250,000.

Suggested Motion:

The attached Land Use Change Tax has been reviewed by our Assessor and the Assessor recommends to approve. Therefore, I move to approve the Land Use Change Tax in the amount of \$25,000 for Tax Map 005 Lot 059-024.

Item D. Attached is a Land Use Change Tax release for Tax Map 005 Lot 059-034. The lot was purchased on 12/2/2021 and is less than 10 acres. The Land Use Change Tax in the amount of \$25,000 represents 10% of the full and true market value of \$250,000.

Suggested Motion:

The attached Land Use Change Tax has been reviewed by our Assessor and the Assessor recommends to approve. Therefore, I move to approve the Land Use Change Tax in the amount of \$25,000 for Tax Map 005 Lot 059-034.

Item E. Attached is a land use change tax release for Tax Map 003 Lot 029-000. The parcel was purchased on 12/01/2021 and no longer qualifies for current use as it is less than 10 acres. The Land Use Change Tax in the amount of \$5,200 represents 10% of the full and true market value of \$52,000. The LUCT is for rear or excess land only and the house lot which hold most of the land value was not in current use as the parcel was in current use with 003-28-001.

Suggested Motion:

The attached Land Use Change Tax has been reviewed by our Assessor and our Assessor recommends to approve. Therefore, I move to approve the Land Use Change Tax in the amount of \$5,200 for Tax Map 003 Lot 029-000.

Item F. Attached is a Land Use Change Tax release for Tax Map 003 Lot 028-001. The abutting lot was purchased on 12/01/2021 causing this lot to no longer qualify for current use as it is less than 10 acres. The Land Use Change Tax in the amount of \$15,090 represents 10% of the full and true market value of \$150,900.

Suggested Motion:

The attached Land Use Change Tax has been reviewed by our Assessor and our Assessor recommends to approve. Therefore, I move to approve the Land Use Change Tax in the amount of \$15,090 for Tax Map 003 Lot 028-001.

Item G. Attached is a Land Use Change Tax release for Tax Map 004 Lot 147-010. The lot was sold and is less than 10 acres and a Land Use Change Tax should be issued. The Land Use Change Tax in the amount of \$17,500 represents 10% of the full and true market value of \$175,000.

Suggested Motion:

The attached Land Use Change Tax has been reviewed by our Assessor and our Assessor recommends to approve. Therefore, I move to approve the Land Use Change Tax in the amount of \$17,500.00 for Tax Map 004 Lot 147-010, 13 Victoria Ridge Road.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Veteran Confidential Documents
2. Item B Veteran Confidential Documents
3. Item C LUCT Confidential Documents
4. Item D LUCT Confidential Documents
5. Item E LUCT Confidential Documents
6. Item F LUCT Confidential Documents
7. Item G LUCT Confidential Documents



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

Title: AP, Payroll and Minutes

Department: Finance Department

Meeting Date: December 20, 2021

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Approvals:

Payroll

AP1~ I move to approve one (1) FY21 Payroll Manifest in the amount of \$225,421.50 dated December 16, 2021, subject to review and audit.

Accounts Payable

AP2 ~ I move to approve one (1) FY21 Accounts Payable Manifest in the amount of \$2,349,135.71 dated December 7, 2021, subject to review and audit. (Vendors)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of December 6, 2021.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2021.12.06 BOS_DRAFT



Town of Amherst, NH
BOARD OF SELECTMEN MEETING MINUTES
Barbara Landry Meeting Room
2 Main Street
Monday, December 06, 2021, 6:30PM

1 **1. Call to Order**

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

3
4 Attendees: Chairman Peter Lyon, Selectman Dwight Brew (remote), Selectman John
5 D'Angelo, Selectman Tom Grella, and Selectman Danielle Pray.

6
7 Ways & Means Committee present: Mike Parisi, Diane Leyton, Lisa Eastland, Wendy
8 Rannenberg, Bill Loscocco, and Jim Kuhnert.

9
10 Also present: Town Administrator Dean Shankle and Recording Secretary Kristan Patenaude
11 (remote).

12
13 **2. Pledge of Allegiance** – led by Jim Kuhnert.

14
15 **3. Citizen's Forum** – none.

16
17 **4. Scheduled Appointments**

18 **4.1 AFR Association President John Leonard, and continued discussion of the**
19 **Solar System donation Conservation Commission, and presentation of**
20 **donation**

21 Fire Chief Conley explained that this anonymous donation was made to the Amherst Fire
22 Rescue Association. There will be a public hearing for acceptance of this donation on
23 December 20, 2021. He explained that the Department currently has an application in to the
24 Historic District Commission to hear this item on December 16, 2021. Chief Conley explained
25 that the cost of replacement panels has been noted to be \$3,250. The warranty for the panels is
26 25 years, the warranty for the inverter is 12 years, and the warranty for workmanship on the
27 panels is 12 years, or if the panels drop below a certain tolerance.

28
29 Selectman D'Angelo stated that he would like to know the cost of disposal of the panels at end
30 of life.

31
32 Selectman Pray asked if a representative from the solar panel company could potentially be
33 available to answer questions at the public hearing. Chief Conley stated that he will try to
34 arrange this.

35
36 Mr. Leonard noted that the anonymous donor is hoping for the Fire Department to accept the
37 donated funds for the solar panels in this year for a tax write-off. He explained that the

38 Association won't accept the funds until the Town has accepted the solar panels. Chairman
39 Lyon explained these decisions could be made at the December 20, 2021, meeting.

40

41 **4.2 Trygve Halverson, Granite Group Benefits**

42 Town Administrator Shankle explained that the Board recently discussed looking at seeking
43 new bids for the Town's health insurance. He explained that he found a consultant to help the
44 town, Granite Group Benefits.

45

46 Mr. Halverson explained that his company is an employment benefits broker out of
47 Manchester. His company works with a number of municipalities and school districts on a
48 consulting basis. The process would be to analyze the Town's current benefits, gather bids,
49 and recommend plans to the Town. The group would also help to educate employees as to any
50 changes made to their health insurance plans. The quote for Tier 1 services is \$10,000, with an
51 additional \$5,000 option for Tier 2 services.

52

53 Town Administrator Shankle noted that the Board may need to waive competitive bidding and
54 move forward with the proposal from Granite Group Benefits, if it would like to see this item
55 completed this year.

56

57 Mr. Halverson explained that insurance companies usually request decisions by the end of
58 March, giving his group approximately three months to do the analysis and go to market. He
59 believes this is a sufficient time period.

60

61 Selectman Grella noted that the Police Department union contract regarding insurance
62 coverage will need to be included as part of this project.

63

64 Selectman D'Angelo stated that he would prefer to see items of this sort handled by a Human
65 Resources employee for the Town. He stated that he would prefer potentially spending funds
66 on hiring a Human Resources person, than on a consultant for this project. He noted that he
67 would like to hear more about potentially hiring a Human Resources employee during the
68 next budget cycle.

69

70 In response to a question from Selectman Pray, Mr. Halverson explained that his group
71 recommends completing this type of analysis annually for their clients. However,
72 municipalities may be able to push this to a three-year review window.

73

74 In response to a question from Selectman Pray, Mr. Halverson stated that his group deals with
75 small and large companies, with a core group of customers that usually have employee
76 numbers ranging from 40-100.

77

78 In response to a question from Selection Pray, Mr. Halverson explained that municipalities
79 can decide to maintain their general level of coverage, which usually includes high premiums,
80 or make a shift to lower premiums, with potential out-of-pocket costs.

81

82 Selectman Brew stated that he is pleased with this proposal. He explained that the Tier 1
83 quoted cost is less than 1% of the health insurance cost currently in the budget. He noted that
84 a Human Resources employee would be a recurring cost and much more expensive than the

85 current proposal. He believes the Town is better off hiring experts if it needs assistance in
86 certain areas. He explained that the Town could reach out to the SAU regarding information
87 they may have on health insurance, both for their employees and what other school districts
88 and towns are doing.

89

90 *A MOTION was made by Selectman Brew and SECONDED by Selectman Pray to waive*
91 *competitive bidding and award the contract to Granite Group Benefits for a Tier 1 study in*
92 *the amount of \$10,000.*

93 *Voting: 4-0-1; motion carried [J. D'A abstaining].*

94

95 **5. Acceptance of Donation to Conservation Commission**

96 Chairman Lyon noted that the Board received feedback from the Municipal Association that
97 the previously discussed donation to the Conservation Commission does not require a public
98 hearing, but instead consent from the Conservation Commission and the Board.

99

100 It was noted that the donors are Bill and Candice Rapf, who live in Town.

101

102 *A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to accept the*
103 *recommendation of the Conservation Commission to accept the generous donation of \$15,000*
104 *from the Rapfs to the Amherst Conservation Commission Gift Account.*

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

106

107 **6. Administration**

108 **6.1 Administrative Updates**

109 Town Administrator Shankle explained that the schools recently updated their information on
110 impact fees. He sent a copy of this to Bruce Mayberry, who previously worked on an impact
111 fee update for the Town. Mr. Mayberry stated that it would cost approximately \$600-\$1000 to
112 update the impact fee figures for the school portion of the fees.

113

114 Selectman D'Angelo stated that he would like to wait and see if the proposed school bond
115 passes at Town Meeting before paying to potentially update the impact fees. He also noted
116 that he would like to see this as a future agenda item.

117

118 Selectman Brew stated that when the Board previously approved impact fees, it committed to
119 reviewing these annually. This review was delayed in order to receive CIP numbers. He is
120 concerned with continuing to stretch out this review. He noted that the Master Plan update is
121 showing a potential 15% growth over the next 20 years, which is not an insignificant amount.
122 He explained that, if the school bond passes, he believes it would be good for the Town to be
123 in a position to implement revised impact fees instead of waiting to complete the review at
124 that time.

125

126 Town Administrator Shankle explained that the original report stated that the School District
127 was working on updating their plans, and when the update was complete, impact fees should
128 be reviewed.

129

130 Chairman Lyon stated that he would like for this to be a future agenda item.

131

132 Town Administrator Shankle and Bill Stoughton addressed the Board regarding ARPA funds.
133 Mr. Stoughton explained that there are various categories for ARPA funds, with one being
134 lost revenue. This category takes into account that communities may not have received as
135 much revenue during the pandemic, as they would have otherwise. ARPA funds can be used
136 to make up that lost revenue and the Town can spend this money broadly. He explained that
137 he is hoping to present more on this to the Board within 2-4 weeks.

138 **6.2 Budget & Warrant Updates**

139 Town Administrator Shankle explained that he ran the proposed budget numbers by previous
140 finance director for the Town, Cheryl Eastman. He explained that the current proposal shows
141 a 4.3% increase over last year's budget. He noted that the health insurance company
142 previously laid out a not-to-exceed number of 10%, however this has recently been updated to
143 13.97%, with no final figures yet. He also noted that the previously proposed Souhegan
144 Regional Landfill District (SRLD) budget for the Town will be reduced by \$14,700.

145
146
147 Selectman Brew explained that the SRLD has an annual budget that begins January 1st. He has
148 a concern that the original proposed budget may be needed for the second half of next year if
149 rates increase.

150
151 Selectman Brew stated that at the next meeting he would like to see an estimate for how
152 property taxes will increase based on the proposed budget and warrant articles.

153
154 Selectman D'Angelo stated that he is okay with reducing the SRLD budget line item. The
155 Town may need to come up with extra funds if rates increase, but that is true for any line item
156 that has the potential to be increased by inflation. He stated that he is more concerned with the
157 health insurance numbers that are well over the originally proposed not-to-exceed number. He
158 believes this may be grounds for replacing the Town's insurance provider.

159
160 Chairman Lyon noted that the next Board meeting will be the last before the public hearing on
161 the budget.

162
163 The Board discussed the proposed warrant article for the elderly, blind, and disabled
164 exemption increase. Selectman Brew explained that the estimated tax impact of this warrant
165 article is approximately \$0.03, or a total of \$77,000 on the budget which equates
166 approximately to the drop this year as a result of the revaluation.

167
168 The Board discussed the proposed warrant articles for the multimodal capital reserve funds
169 (CRFs).

170
171 Diane Leyton, Ways & Means member, noted that many people are financially strapped this
172 year and questioned if this warrant article is an appropriate expenditure in the face of that.

173
174 Chris Buchanan, Chair of the Bicycle & Pedestrian Advisory Committee, stated that this
175 warrant article is being proposed due to timing with already proposed road reconstruction and
176 grant funding.

178 Chairman Lyon noted that there may be confusion with the two proposed multimodal CRF
179 warrant articles, as they appear to do the same thing but are for different amounts. He believes
180 that the newly proposed warrant article may need to be written differently, to be specific to the
181 design engineering for that project.

182

183 Lisa Eastland, Ways & Means member, questioned why funds for these multimodal projects
184 are not being placed into the actual budget if the Town seems to embrace that it wants safer
185 transportation in Town for pedestrians and bicyclists. Chairman Lyon explained that this is an
186 important enough project that he believes the Town's opinion on this specific item needs to be
187 sought through a vote on a warrant article.

188

189 In response to a question from Selectman Brew, Mr. Buchanan explained that the proposed
190 warrant article funds are to pursue a design engineering opportunity that will better allow for
191 the pursuit of a grant. If a grant is received, the \$485,000 currently scheduled for road
192 reconstruction of the Village streets, plus a local match amount, would lead to approximately
193 \$1,940,000 to rebuild several streets in Town in an alternate fashion. The proposed \$98,000 in
194 the warrant article for engineering would give the Town a dramatic benefit when applying to
195 grants.

196

197 Selectman Brew noted that he believes engineering on multimodal projects should be done up
198 front in order to better understand what the total cost of the project will be.

199

200 In response to a question from Lisa Eastland regarding how the Master Plan folds into this
201 process if the Town shows through the Master plan that it wants more multimodal safe travel.
202 Chairman Lyon explained that boards and commissions in Town are guided by the Master
203 Plan, but it is not a mechanism to say in which direction projects should be funded.

204

205 **7. Staff Reports**

206 **7.1 Swap Shop Shed Inventory Policy**

207 Deputy DPW Director Eric Slosek explained that the current swap shop shed inventory policy
208 allows inventory to be discarded every week. This policy was well-intentioned but is
209 unpopular with residents and the swap shop shed volunteers. He is proposing the policy be
210 changed to allow volunteers to manage the inventory. Items that appear unwanted will be
211 separated into a designated area and discarded by the DPW. Items that are prohibited will also
212 be discarded.

213

214 Selectman D'Angelo suggested that this should be posted in writing on the still good shed,
215 Town website, and Facebook. Mr. Slosek explained that a sign has been ordered for the swap
216 shop. He is trying to start an informational campaign to alert the public as to which items are
217 prohibited and should not be brought to the swap shop shed.

218

219 Mr. Slosek explained that this proposed policy was shared with the swap shop shed volunteers
220 to create a collaborative approach.

221

222 *A MOTION was made by Selectman Grella to accept the revised "Swap Shop Shed Operating*
223 *Policy" dated November 22, 2021.*

224

225 *Discussion:*
226 *Town Administrator Shankle explained that Primex, the Town's insurance company, has a*
227 *concern regarding liability of volunteers for discarding certain items. He believes that the*
228 *Town should be responsible for this liability.*
229

230 *Mr. Slosek explained that he and the volunteers mutually agreed that they would use their*
231 *discretion on items that are not prohibited, but that prohibited items would be discarded.*
232

233 *Selectman Pray agreed with Town Administrator Shankle that liability should be explicit in*
234 *the policy.*
235

236 *Mr. Slosek suggested changing the language of the last bullet of the policy to read:*
237 *"Unwanted Swap Shop inventory separated by the volunteers will be discarded on by DPW*
238 *staff on Wednesdays. Any prohibited inventory will also be discarded by DPW staff."*
239

240 *Selectman Pray stated that she would like the language to be more explicit but was also okay*
241 *with moving this forward at this time, with future review possible, if needed.*
242

243 *Chairman Lyon asked that Mr. Slosek's proposed language be added to the policy, and that*
244 *future addendums can be reviewed by the Board.*
245

246 *Seconded by Selectman D'Angelo.*
247 *Voting: 5-0-0; motion carried unanimously.*
248

249 **7.2 Boston Post Road Culvert Update**

250 Mr. Slosek stated that both culverts have now been removed from the Boston Post Road
251 project area and new pipes have been installed. A third 24" pipe was installed to help with the
252 flood level of the Brook. The project is moving faster than anticipated. He is cautiously
253 optimistic that the road may be paved by the end of next week and guardrails installed. It is
254 possible that the road may be open to thru traffic after this time. He noted that the project
255 estimate from Continental Paving has been updated to reflect a construction estimate cost of
256 \$296,000, much lower than originally anticipated.
257

258 **7.3 Amherst Street Side Path project update**

259 Mr. Slosek noted that the western portion of the Amherst Street sidepath project is considered
260 to be from Boston Post Road to the Milford town line. The eastern portion of this project is
261 from Boston Post Road to Courthouse Road. He noted that the western portion of the sidepath
262 has been completed, aside from minor cleanup work that will be done in the spring. The
263 western portion of the project cost approximately \$341,000. Part of the increase to the
264 originally proposed cost is due to the fact that the DPW made a decision during construction
265 to physically separate the section of the sidepath from Founder's Way to Juniper Drive with
266 curbing, instead of simply delineating it with paint markings. The installed granite curbing is a
267 more preferred best management method for a safe side path. This curbing caused an increase
268 of \$35,000 to the project.
269

270 Mr. Slosek noted that completing the eastern portion of the project will cost approximately
271 \$75,000. This estimate does not include work required by the State for a pedestrian crosswalk
272 and signal.
273

274 The Board agreed that the decisions made by the DPW during the project were the correct
275 ones, even though they increased the budget.
276

277 Selectman Pray voiced concern regarding the estimated cost to complete the eastern portion of
278 the project. She stated that she would like for voters to decide if they want to spend \$75,000
279 on this portion of the project.
280

281 Mr. Slosek noted that if the design engineering had been completed prior to the start of this
282 project, a more accurate estimated cost would have been known. The cost for the crosswalk
283 and signal for the eastern portion is yet unknown.
284

285 Selectman Brew made a brief statement: “As a Board, we were approached by the Bike-Ped
286 committee a couple of years about a bike-ped side path from the intersection of Courthouse
287 Road and Amherst Street to the Milford town line on Amherst Street. The Amherst DPW and
288 the Bike-Ped Committee had come up with a rough estimate of \$287,000 for this project after
289 looking at a number of key elements. This project was put before the voters in March of 2020
290 and the project was approved.

291 Because the engineering work and survey work for this project was not done in advance but
292 was included as a part of the warrant article, the engineering work and survey led to a number
293 of changes that had cost impacts. The sidepath needed to be constructed primarily on the north
294 side of Amherst Street, as it was not practical to work around the utility poles on the south
295 side of the street as initially planned. Only minimal granite curbing was initially envisioned,
296 and the project could have been built with minimal granite curbing. However, for safety
297 reasons, it was decided to add granite curbing whenever the side path was less than five feet
298 from the roadway. While not absolutely required, this additional granite curbing added
299 \$37,000 to the project cost.

300 While an overrun is not desirable, I think the decisions made during construction were
301 reasonable and have resulted in a safe and useful side path. Although not a topic for tonight’s
302 meeting, my preference would be to complete this project to Courthouse Road as initially
303 planned.

304 In retrospect, we should have put this before the voters in two phases where the first phase
305 would have performed the initial engineering and survey work. Once this work was done, we
306 would have had fairly accurate numbers to present to the voters for the construction of this
307 project.”
308

309 Selectman Grella noted that the total cost for the western portion of the project is
310 approximately \$55,000 more than what was approved at Town Meeting. There is also the
311 request to add an additional \$75,000 to complete the eastern portion of the project. He
312 believes this needs to go back to the taxpayers for their approval.
313

314 Chairman Lyon noted that he believes the right decisions were made during the project and
315 that this is an important lesson in completing design engineering up front to get a reliable
316 projected cost.

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7.4 Sale of un-needed, used equipment from Buck Meadow Conservation & Recreation Area

Craig Fraley, Recreation Department Director, stated that there are three pieces of equipment unused by the Department that he is looking to sell. These include one hydroinjector, one greens aerator, and one greens mower, commonly used on putting greens.

A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to approve the sale of the three used pieces of equipment through auction at www.municibid.com.

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

8. Approvals

8.1 AP, Payroll, Minutes

Payroll

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Payroll Manifest in the amount of \$1,412.91 dated November 30, 2021, subject to review and audit.

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

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Payroll Manifest in the amount of \$255,250.27 dated December 2, 2021, subject to review and audit.

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

Accounts Payable

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$30,334.79 dated December 1, 2021, subject to review and audit. (NH DMV)

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

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$3,176,201.00 dated December 1, 2021, subject to review and audit. (Schools)

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

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to approve one (1) FY21 Accounts Payable Manifest in the amount of \$717,159.18 dated November 24, 2021, subject to review and audit. (Vendors)

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

A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to approve the Board of Selectmen meeting minutes of November 22, 2021, as amended.

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

8.2 Assessing

Abatement Request

364 A. The subject property is a conventional style single-family home on a 1.4-acre
365 parcel. The reason for the abatement application is that an unfinished half story was
366 mistakenly added to the area above the garage. This area is completely open and does
367 not have an attic or half story. After removing the unfinished half story from the area
368 above the garage, the assessment is reduced by \$7,400 from \$638,000 to \$630,600.
369 This would result in an abatement in the amount of \$157.69.

370
371 *A MOTION was made by Selectman Brew and SECONDED by Selectman Grella to approve*
372 *the 2021 abatement in the amount of \$157.69 for Map 017 Lot 070-000.*
373 *Voting: 5-0-0; motion carried unanimously.*

374
375 **Veteran Tax Credit**
376 B. The assessor reviewed the attached Veteran Tax Credit Application provided and
377 recommends granting this credit.

378
379 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to*
380 *approve the Veteran Tax Credit for tax year 2022 in the amount of \$500 for Map 003, Lot*
381 *086-015.*
382 *Voting: 5-0-0; motion carried unanimously.*

383
384 **Land Use Change Tax**
385 C. The lot was purchased on 11/15/2021 and is less than 10 acres. The Land Use
386 Change Tax in the amount of \$29,000 represents 10% of the full and true market value
387 of \$290,000.

388
389 *A MOTION was made by Selectman Brew and SECONDED by Selectman D'Angelo to*
390 *approve the Land Use Change Tax in the amount of \$29,000 for Tax Map 005 Lot 059-027.*
391 *Voting: 5-0-0; motion carried unanimously.*

392
393 **8. Action Items**

394 The Board reviewed its action items.

395
396 **9. Old/New Business**

397 Town Administrator Shankle explained that MRI has sent over a resume for a potential
398 Finance Director. If this applicant does not work out, the position will need to be readvertised
399 for.

400
401 Selectman Brew stated that the Master Plan Steering Committee will meet on next Monday.
402 The Planning Board will meet next Wednesday.

403
404 Selectman D'Angelo stated that the Amherst School Board was meeting concurrently with
405 this meeting.

406
407 Selectman Pray stated that the Recreation Commission will be meeting tomorrow.
408

409 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to
410 adjourn the meeting at 8:47pm.
411 Voting: 5-0-0; motion carried unanimously.

412

413 **NEXT MEETING: Monday, December 20, 2021**

414

415

416

417

418

Selectman Danielle Pray

Date

DRAFT