



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, JULY 11, 2022 6:00 PM

1. **Call to Order**

2. **Non-Public Session: NH RSA 91-A: 3 (d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.**

3. **Pledge of Allegiance**

4. **Citizens' Forum**

5. **Board Discussion- 7 Thornton Ferry 1**

6. **Scheduled Appointments**
 - 6.1. Bill Swift, Goldens on the Green 2022

7. **Administration**
 - 7.1. Administrative Updates
 - 7.2. PFAS Update
 - 7.3. 7 Thornton Ferry Rd. 1

8. **Staff Reports**
 - 8.1. Approval - New Hire
 - 8.2. FY23 Police Cruisers
 - 8.3. Bid Award - Contracted Assessing Services
 - 8.4. Tax and Assessing Update
 - 8.5. Bid Award - Shared Streets Planning Services
 - 8.6. AFR Biannual Update

- 8.7. Community Development Update
- 8.8. Easement Agreement Signature
- 8.9. CIP Committee Appointments
- 8.10. Employee Policy Handbook Updates

9. Approvals

- 9.1. Assessing
- 9.2. MInutes
- 9.3. AP & PR Approval

10. Action Items

11. Old/New Business

- 12. Non-Public Session: NH RSA 91-A: 3 (d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.**

Adjournment

Next Meeting: July 25, 2022

You are invited to a Zoom webinar.

When: Jul 11, 2022 06:30 PM Eastern Time (US and Canada)

Topic: Board of Selectmen 07/11/2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89360409621>

Or Telephone: (646) 931-3860

Webinar ID: 893 6040 9621

"GOLDENS ON THE GREEN"

Sunday, October 23rd, 1-3 PM

Purpose: Social Gathering for Greater Amherst Golden Retriever Owners and to raise money for Operation Delta Dogs, a non-profit that rescues dogs and trains them for veterans

Cost: Requesting \$20 per Golden donation to Operation Delta Dogs

Participation: Estimate 100 Golden Retrievers and 200 family members/friends

Activities: Doggie Kissing Booth, Pool Diving Championship, Simon Says, Best Fall Leaf Contest, Big Bubbles for Kids, The Parade of Goldens and a whole lot of family fun

Dog Awards: Youngest, Oldest, Service/Therapy and Contest Winners (3)

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

Concessions: No food or merchandise will be for sale at the event

COVID: Face masks optional, social distancing suggested, hand sanitizer available

Safety: Dogs must be on a leash, biting or fighting is the owner's responsibility

Clean-up: Dog waste and any trash will be removed from the Town Green before leaving

This will be the 4th annual "Goldens on the Green" event

NOTE: A Certificate of Insurance, in accordance with the Town Common Use Policy, will be provided to the Town for the date of October 23, 2022, naming the Town of Amherst as an additional insured party through Operation Delta Dogs.

TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST

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

Organization Name: GOLDENS ON THE GREEN Contact Name: William (Bill) Swift

Contact Phone Number: 603-759-9686 Contact e-mail: william_swift@comcast.net

Date of Event: October 23, 2022 Hours (from/ to): 8am set-up to 5pm teardown Number of est. participants: 200

Will you need Electricity? Yes If so, for what? parade music

Wish to bring anything onto the Commons ? IF so, what? Yes. Welcome table, event banner, kissing booth, kiddee pool

Wish to drive anything onto the Commons? No

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

Request road closures? (Please identify intersections) No _____

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

Brief Description of event.: This will be the 4th annual "Goldens on the Green" event held on the Amherst Town Green. The event is a gathering of Golden Retriever owners, family members and their Golden Retrievers. The event has been very well received by those attending and by the local media (Union Leader, Telegraph and WMUR). The highlight is the Parade of Goldens on the Amherst Town Green paved pathways. Before the parade, family friendly activities are enjoyed, such as the Doggie Kissing Booth, Simon Says for Dogs, Big Bubbles for Kids, Pool Diving and an Awards Ceremony. In the past the Humane Society for Greater Nashua (HSFN) has been the recipient of any donations, however starting this year Operation Delta Dogs will receive the donations. Doors open at 12:30 pm, the activities start at 1:00 pm and end at 3:00 pm.

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

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

Signature: William R Swift Date: 6/17/2022

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

Chief of Police Approval: Signature [Signature] Date: 6/20/22

Fire/Rescue Chief Approval: Signature Matthew Conley Date: 6/20/22

Public Works Director Approval: Signature Cris M. [Signature] Date: 6/20/22

BOS Approval: Chair's Signature _____ Date: _____



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

Title: Administrative Updates
Meeting Date: July 11, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: PFAS Update

Department: Administration

Meeting Date: July 11, 2022

Staff Contact:

BACKGROUND INFORMATION:

PFAS usage at the Amherst Fire Station seems to have caused some wells in the vicinity to test in exceedance of acceptable standards for PFAS. In an effort to address this issue as quickly as possible, the BOS will be discussing remediation strategies and determining whether the town should spend an estimated \$ 530,000 for a project to extend water lines down Cobbler Lane and Thatcher Drive.

BUDGET IMPACT:

(Include general ledger account numbers)

The town has applied for a grant from the State of NH to cover the costs of this project, but whether it will received the grant is not known at this time. The BOS may consider spending ARPA funds on the project.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

I would recommend that the BOS begin to move forward on the project with Pennichuck

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: 7 Thornton Ferry Rd. 1
Meeting Date: July 11, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

The Town has taken 7 Thornton Ferry Road 1 for back taxes. The BOS needs to decide whether to sell the property, by auction or sealed bid, or keep it for town use. It is a piece of property that apparently is adjacent to the proposed bike/ ped trail.

BUDGET IMPACT:

(Include general ledger account numbers)

Attached spreadsheet indicates the amount of back taxes, interest and penalties have accrued.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 3220_001

7 THORNTON FERRY RD I
ESTIMATED BUYBACK

JUNE 30, 2022

TAX YEAR	DEED AMOUNT w/ Int thru 8/11/17	ABATED AMT Base Lien No Int.	POST DEED TAX	INTEREST & COSTS AS OF 6/30/2022	SUB TOTAL	10% PENALTY	LEGAL	MAINTNCE	INSUR	TOTAL
2012	9397.93			4636.54	14034.47					14034.47
2013	8509.44			4669.62	13179.06					13179.06
2014	7651.29			4712.77	12364.06					12364.06
2015		3974.86		4386.94	8361.80					8361.80
2016		3962.15		3675.36	7637.51					7637.51
2017 July			1824.00	1190.05	3014.05					3014.05
2017 December			1955.00	1274.49	3229.49					3229.49
2018 July			1890.00	905.34	2795.34					2795.34
2018 December			2088.00	893.78	2981.78					2981.78
2019 July			1989.00	475.18	2464.18					2464.18
2019 December			1950.00	400.47	2350.47					2350.47
2020 July			1970.00	310.88	2280.88					2280.88
2020 December			2191.00	272.28	2463.28					2463.28
2021 July			2080.00	166.40	2246.40					2246.40
2021 December			1730.00	80.39	1810.39					1810.39
2022 July			1887.00	0.00	1887.00					1887.00
Total	25558.66	7937.01	21554.00	28050.48	83100.15	15949.50	0	0	0	99049.65
	7937.01									
	21554.00									
Total Tax No Int.	55049.67									
Int.	28050.48									
Total Tax & Int	83100.15									
Penalty	15949.5									
Total	99049.65									
BANK OF AMERICA MTG 2006 ORIGINAL AMOUNT OF LOAN \$202,506.00										



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Approval - New Hire
Meeting Date: July 11, 2022

Department: Police Department
Staff Contact: Mark Reams

BACKGROUND INFORMATION:

The police department is seeking Board approval to hire a Full-Time Police Officer to fill a position recently left vacant by the resignation of Officer Rachel McAloon. Ms. Jessica Distler is a recent graduate of Plymouth State University with a B.S. in Criminal Justice and is also a former college intern with the Amherst Police Department. Ms. Distler has completed all necessary background checks and NH Police Academy hiring requirements and comes highly recommended.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Reommend

SUGGESTED MOTION:

Move to appoint Jessica Distler to the position of Full-Time Police Officer, effective July 11, 2022.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 20220630102005
2. 20220630131533



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: FY23 Police Cruisers
Meeting Date: July 11, 2022

Department: Police Department
Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Bid approval requested for upfitting two 2022 Dodge Durango police cruisers.

BUDGET IMPACT:

(Include general ledger account numbers)

\$27,584 expenditure from budgeted FY23 funds

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Approve recommended bidder.

SUGGESTED MOTION:

Move to award the bid for upfitting two of the police department's 2022 Dodge Durango police cruisers to Ossipee Mountain Electronics, Inc.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 20220705133307

TOWN OF AMHERST

Town Department: Amherst Police Department

Date: July 11, 2022

Line Item: Police Cruisers

Budget Amount: \$70,000

Bid #: Item: FY 23 Cruisers

Date Bid To Be Awarded: July 11, 2022

VENDOR Name and Address

PRICE/UNIT

TOTAL

OTHER CONSIDERATIONS

Ossipee Mountain
1. Electronics, Inc.
832 Whittier Hwy
Moultonboro, NH 03254

\$13,792.00

\$27,584

Recommended bidder. Provides vehicle up-fit services and radio programming services.

Global Public Safety
2. 5 Executive Drive
Hudson, NH 03051

\$13,729.00

\$27,458

Radio programming not provided

Adamson Industries Corp.
3. 45 Research Drive
Haverhill, MA 01832

\$13,332.50

\$26,665

Radio programming not provided

Recommend bid be awarded to: Ossipee Mountain Electronics

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.



Ossipee Mountain Electronics, Inc.

Quote **QTE013868**
Date **3/9/2022**
Page **1 of 2**

Bill To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Ship To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Customer No.	Salesperson	Shipping Method	Payment Terms
AMH260	Brian Vastine	Northfield Install	Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
1	1.00	BW8BBBB	Lightbar, 48", Liberty II Solo, WCX, 4 Crnrs, BLUE	3,545.70	3,545.70
2	10.00	IWDLB	LED Solo Linear Assy, Flasher (1) Long Blue	0.00	0.00
3	1.00	ITL12	Takedown Lights, 12 SuperLED Long, Pair	0.00	0.00
4	1.00	IA3	LED, SuperLED Alley Lights, Pair	0.00	0.00
5	1.00	MKEZ85	Hook Kit, Standard, 48" - 50", 15 - 20 Durango	0.00	0.00
6	1.00	C399	Siren, CenCom CORE, Amplifier w/OBDII Cable	0.00	0.00
7	1.00	CCTL6	Siren Control Head, WCX, with Rotary Knob	0.00	0.00
8	1.00	C399K3	Install Kit, CORE, Varius '18+ Dodge Vehicles	0.00	0.00
9	1.00	SA315P	Speaker, Siren, Whelen Nylon Composite, 123dB	0.00	0.00
10	1.00	SAK1	Bracket, Siren Speaker, Universal SA315P	0.00	0.00
11	2.00	I2E	LED, ION DUO, Univ Mnt, Blk Hsing, BLUE/WHT	125.30	250.60
12	2.00	IONBB	ION Super LED, BLUE/BLUE Black Housing	107.80	215.60
13	2.00	LINSV2B	V-Ser LED, Combo Warn/Puddle, Under Srfc Mnt, BLU	188.30	376.60
14	1.00	LSVBKT44	Mount, Under Mirror, LINSV2, 13+Durango, Pair	21.00	21.00
15	1.00	SVR-250VB-U	Vehicle Reprtr 150-174MHz, Programmable 15KHz, U	1,000.00	1,000.00
16	1.00	7506-10-1294	SVR-250, SmartCable, DB26,HighPwrAPX8500/MidPw	150.00	150.00
17	1.00	BPF-1604	Pre-Selector 150-174 MHz	365.00	365.00
18	1.00	BRF-1602	Notch Filter, 2 Mhz Min Separation, 150-174	365.00	365.00
19	1.00	TCK-203	Cable Kit, TNC, 3' For BRF/BPF Filters	86.00	86.00
20	1.00	QK0635DUR11	Prisoner SeatRepl,w/12VS,MeshCag,CtrOutBlt,11+ DI	1,105.15	1,105.15
21	1.00	PK1130DUR11	Partition, 10VS XL, Coated, Horiz Slidr, RP, 21 DUR	772.65	772.65
22	1.00	BK0534DUR21	Push Bumper, PB400VS, Aluminum, 21+Durango	424.15	424.15
23	1.00	EIC-7712-20-SETINA	Equipment Installation Case, FPIU 20+	444.05	444.05
24	1.00	GK1034UHK	GunMount,Dual,For RP,2 Uni-Lock, Handcuff Key	415.65	415.65
25	1.00	LF18ER-LED-UV	LittLite, 18", End/Chas Rheostat, UV/WHT/RD, LED	126.00	126.00
26	1.00	MMSU-1	Clip, Magnetic Mic Hangup System, Single	34.95	34.95
27	1.00	78104	Flashlight, Stinger 2020, 12V Chgr, 1 Hldr, Blk	190.40	190.40
28	1.00	EMFLX-M10001	Antenna, VHF/UHF Broadband 1/4 Wave, Flex, BLK	45.90	45.90
29	2.00	EM-M11001-195	Cable, NMO Mount, 17' RG195 Low Loss, No Conn (N	24.30	48.60
30	1.00	RQA5000-C	Connector, QMA Male, Crimp, RG58	13.50	13.50
31	1.00	RFT1202-2T	Connector, TNC Male Crimp, RG58 (58794)	5.50	5.50
32	1.00	R1	Solenoid ,12V, 85 A Continuous.S.P.S.T (24059-BP)	59.00	59.00
33	1.00	5025	Fuse Block,Blue Sea Sys 6 Gang w/Cover,Neg.Buss	58.25	58.25

Quoted By: _____	Accepted By: _____	Date: _____	12,923.65
*** Continued ***			0.00
			500.00
			13,423.65

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254
TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587
www.omesbs.com



Ossipee Mountain Electronics, Inc.

Quote QTE013868
Date 3/9/2022
Page 2 of 2

Bill To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Ship To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Customer No.	Salesperson	Shipping Method	Payment Terms
AMH260	Brian Vastine	Northfield Install	Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
34	1.00	20001001	Switch,Carling,VSeries,20A,12V w/20001018 Paddle	16.00	16.00
35	1.00	C-SW-B	Switch, Blank Cover	5.70	5.70
36	1.00	EB40-CCS-1P	Bracket, Equipment 4"Whelen, Carbide, Cantrol, Cen	29.95	29.95
37	1.00	EB25-XTL-1P	Bracket Equipment Mtg t, 2.5", APX/ XTL2500/5000	27.00	27.00
38	1.00	C-PS-2	Switch Plate, 2" w/Two Vertical Switch Cutouts	20.75	20.75
39	1.00	MISC-	Wire, wire tles, fuses, fuse holders, loom, etc.	145.00	145.00
40	1.00	LABOR	LABOR Install new and existing equipment into a new 2021 Dodge Durango, CAR 2.	2,560.00	2,560.00

Quoted By: _____ Accepted By: _____ Date: _____ PRICE QUOTE GOOD FOR 30 DAYS DELIVERY: 90 DAYS ARO TERMS: NET 30 DAYS FOB	Subtotal 12,923.65 Additional Discount 0.00 Freight 500.00 Total 13,423.65
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Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254
TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587
www.omesbs.com



Ossipee Mountain Electronics, Inc.

Quote **QTE013871**
Date **3/9/2022**
Page **1 of 2**

Bill To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Ship To
Amherst Police Dept Attn: Mark Reams 175 Amherst St Amherst, NH 03031

Customer No.	Salesperson	Shipping Method	Payment Terms
AMH260	Brian Vastine	Northfield Install	Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
1	1.00	PROGRAMMING	Radio Programming	95.00	95.00
2	1.00	BW8BBBB	Lightbar, 48", Liberty II Solo, WCX, 4 Crnrs, BLUE	3,545.70	3,545.70
3	10.00	IWDLB	LED Solo Linear Assy, Flasher (1) Long Blue	0.00	0.00
4	1.00	ITL12	Takedown Lights, 12 SuperLED Long, Pair	0.00	0.00
5	1.00	IA3	LED, SuperLED Alley Lights, Pair	0.00	0.00
6	1.00	MKEZ85	Hook Kit, Standard, 48" - 50", 15 - 20 Durango	0.00	0.00
7	1.00	C399	Siren, CenCom CORE, Amplifier w/OBDII Cable	0.00	0.00
8	1.00	CCTL6	Siren Control Head, WCX, with Rotary Knob	0.00	0.00
9	1.00	C399K3	Install Kit, CORE, Varius '18+ Dodge Vehicles	0.00	0.00
10	1.00	SA315P	Speaker, Siren, Whelen Nylon Composite, 123dB	0.00	0.00
11	1.00	SAK1	Bracket, Siren Speaker, Universal SA315P	0.00	0.00
12	2.00	I2E	LED, ION DUO, Univ Mnt, Blk Hsing, BLUE/WHT	125.30	250.60
13	2.00	IONBB	ION Super LED, BLUE/BLUE Black Housing	107.80	215.60
14	2.00	LINSV2B	V-Ser LED, Combo Warn/Puddle, Under Srfc Mnt, BLU	188.30	376.60
15	1.00	LSVBKT44	Mount, Under Mirror, LINSV2, 13+Durango, Pair	21.00	21.00
16	1.00	SVR-250VB	Vehicle Reprtr 150-174MHz, Programmable 15/30 kH	1,666.00	1,666.00
17	1.00	7506-10-1294	SVR-250, SmartCable, DB26,HighPwrAPX8500/MidPw	150.00	150.00
18	1.00	BRF-1604	Pre-Selector 150-174 MHz	365.00	365.00
19	1.00	BRF-1602	Notch Filter, 2 Mhz Min Separation, 150-174	365.00	365.00
20	1.00	TCK-203	Cable Kit, TNC, 3' For BRF/BPF Filters	86.00	86.00
21	1.00	QK0635DUR11	Prisoner SeatRepl,w/12VS,MeshCag,CtrOutBlt,11+ DI	1,105.15	1,105.15
22	1.00	PK1130DUR11	Partition, 10VS XL, Coated, Horiz Slidr, RP, 21 DUR	772.65	772.65
23	1.00	BK0534DUR21	Push Bumper, PB400VS, Aluminum, 21+Durango	424.15	424.15
24	1.00	EIC-7712-20-SETINA	Equipment Installation Case, FPIU 20+	444.05	444.05
25	1.00	GK1034UHK	GunMount,Dual,For RP,2 Uni-Lock, Handcuff Key	415.65	415.65
26	1.00	LF18ER-LED-UV	LittlLite, 18", End/Chas Rheostat, UV/WHT/RD	126.00	126.00
27	1.00	MMSU-1	Clip, Magnetic Mic Hangup System, Single	34.95	34.95
28	1.00	78104	Flashlight, Stinger 2020, 12V Chgr, 1 Hldr, Blk	190.40	190.40
29	1.00	EMFLX-M10001	Antenna, VHF/UHF Broadband 1/4 Wave, Flex, BLK	45.90	45.90
30	1.00	EM-M11001-195	Cable, NMO Mount, 17' RG195 Low Loss, No Conn (A	24.30	24.30
31	1.00	RQA5000-C	Connector, QMA Male, Crimp, RG58	13.50	13.50
32	1.00	RFT1202-2T	Connector, TNC Male Crimp, RG58 (58794)	5.50	5.50
33	1.00	R1	Solenoid ,12V, 85 A Continuous.S.P.S.T (24059-BP)	59.00	59.00

Quoted By: _____	Accepted By: _____	Date: _____	13,660.35
*** Continued ****			0.00
			500.00
			14,160.35

Ossipee Mountain Electronics, Inc. PO Box 950 832 Whittier Highway Moultonboro, NH 03254
TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587
www.omesbs.com



Ossipee Mountain Electronics, Inc.

Quote QTE013871
Date 3/9/2022
Page 2 of 2

Bill To
Amherst Police Dept 175 Amherst St Amherst, NH 03031

Ship To
Amherst Police Dept Attn: Mark Reams 175 Amherst St Amherst, NH 03031

Customer No.	Salesperson	Shipping Method	Payment Terms
AMH260	Brian Vastine	Northfield Install	Net 30

Item	Quantity	Item Number	Description	Unit Price	Ext Price
34	1.00	5025	Fuse Block,Blue Sea Sys 6 Gang w/Cover,Neg.Buss	58.25	58.25
35	1.00	20001001	Switch,Carling,VSeries,20A,12V w/20001018 Paddle	16.00	16.00
36	1.00	EB40-CCS-1P	Bracket, Equipment 4"Whelen, Carbide, Control, Cen	29.95	29.95
37	1.00	EB25-XTL-1P	Bracket Equipment Mtg t, 2.5", APX/ XTL2500/5000	27.00	27.00
38	1.00	C-PS-2	Switch Plate, 2" w/Two Vertical Switch Cutouts	20.75	20.75
39	1.00	C-SW-B	Swltch, Blank Cover	5.70	5.70
40	1.00	MISC-	Wire, wire ties, fuses, fuse holders, loom, etc.	145.00	145.00
41	1.00	LABOR	LABOR	2,560.00	2,560.00
			Install new and existing equipment into a new 2021 Dodge Durango, CAR 4.		

Quoted By: _____	Accepted By: _____	Date: _____	Subtotal	13,660.35
PRICE QUOTE GOOD FOR 30 DAYS DELIVERY: 90 DAYS ARO TERMS: NET 30 DAYS FOB			Additional Discount	0.00
			Freight	500.00
			Total	14,160.35

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TEL: (603) 476-5581 Toll Free: (800) 639-5081 Fax: (603) 476-5587
www.omesbs.com



5 Executive Drive
Hudson NH 03051
603.617.7178

Quote

To:	From:
Amherst Police Department	Joshua Bassett
175 Amherst St	5 Executive Drive
Amherst, NH 03031-2951	Hudson, NH 03051
	Phone: 603.617.7178

Summary

Total Amount:	\$10,813.00	Quote ID:	QUO-06111-Y7N0G7
Shipping Method:		Date:	3/21/2022
Payment Terms:		Expiration Date:	4/20/2022

Shipping Information

Ship To:	Bill To:
175 Amherst St	175 Amherst St
Amherst, NH 03031-2951	Amherst, NH 03031-2951

Vehicles

Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
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Details

Product ID	Description	Quantity	Price	Sub Total
BB2EEEE	<i>BWD BARR</i> LIBERTY II DUO WCX 54" E/E/E/E	1.00	\$2,000.00	\$2,000.00
C399	CENCOM CORE WCX CONTROL CENTER	1.00	\$1,180.00	\$1,180.00
CCTL6	WeCanX KNOB/SLIDE CONTROL HEAD	1.00	\$362.00	\$362.00
C399K3	OBDII CANPORT KIT DODGE	1.00	\$100.00	\$100.00
SA315P	SA315P SPEAKER, BLACK PLASTIC	1.00	\$340.00	\$340.00
SAK1	SA-315 MOUNT KIT UNIVERSAL	1.00	\$30.00	\$30.00
I2E	DUO LINEAR ION BLUE/WHITE BLK	2.00	\$209.00	\$418.00
LINSV2B	SURFACE MT LINZ V-SERIES BLUE	2.00	\$257.00	\$514.00
PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT	2.00	\$209.00	\$418.00
VTX609B	VERTEX SUPER-LED LIGHT BLUE	2.00	\$144.50	\$289.00
ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	1.00	\$135.00	\$135.00
36-4055	Push Bumper Elite	1.00	\$633.00	\$633.00
36-6005W2	Elite 23.5" 2 Light Channel	1.00	\$30.00	\$30.00
S 705D18OSB	Standard Transport Seat w/ 7 Ga. Steel Screen Window Cargo Barrier and Outboard Seat Belts	1.00	\$1,934.00	\$1,934.00
PSSP6704D18A	Center Sliding Poly Window	1.00	\$1,004.00	\$1,004.00
WB67NPD18	Pair, Steel Window Bars (for use with OEM Door Panels only)	1.00	\$283.00	\$283.00
78104	Stinger 2020 - 12V DC 1 holder - Black	1.00	\$184.00	\$184.00
MMSU-1	Magnetic Mic Single Unit..1 Single Unit Conversion Kit	1.00	\$30.00	\$30.00
GK10301S1UHKSSCAXL	Dual T-Rail Mount	1.00	\$439.00	\$439.00

	1 Small, 1 Universal XL With Handcuff Key Override			
CUSTOMER ITEM	Install customer supplied radio	1.00	\$195.00	\$195.00
SHOP SUPPLY	Shop Supply	1.00	\$295.00	\$295.00

Total Tax	\$0.00
Total	\$10,813.00

Repeater

2,695.00

\$ 13,508

Router programming
amplifier

95.00

126.00

\$ 13,729

Adamson Industries Corp.
45 Research Dr.
HAVERHILL, MA 01832

Tel: 978-374-3300/1-800-232-0162
Fax: 978-975-7168

Quotation

Quote Number
25825

Quote Date
Apr 11, 2022

Page
2

Quoted to:

AMHERST POLICE DEPT
P.O. BOX 703
AMHERST, NH 03031

Customer ID		Good Thru	Payment Terms	Sales Rep	
AMH NH PD		5/11/22	Net 30 Days	ADAM T	
Quantity	Item	Description	Unit Price	Extension	
2.00		EXPANDED METAL CARGO PARTITION PK1130DUR11 SETINA #10XL	679.95	1,359.90	
2.00		HORIZONTAL SLIDING WINDOW COATED POLYCARBONATE XL PANEL PARTITION BK0534DUR21 SETINA PB400 VS ALUMINUM BUMPER FOR 2021+ DODGE DURANGO	379.95	759.90	
2.00		EIC-7712-20-SETINA WESTIN EQUIPMENT INSTALLATION CASE	399.95	799.90	
2.00	MT SDVWML	GK1034UHK SETINA DOUBLE VERTICAL GUN RACK W/ (2) UNIVERSAL XL LOCKS, HANDCUFF KEY	369.95	739.90	
2.00	MT MAG MIC	MAGNETIC MIC	34.95	69.90	
2.00	UL 78104	STREAMLIGHT STINGER 2020 LED RECHARGEABLE FLASHLIGHT	159.95	319.90	
2.00	CO ROOF-FT-NITI-M	FLEXI-WHIP ANTENNA ONLY	49.95	99.90	
4.00	CO NMOKUD	17' COAX CABLE - SOLID CORE	19.95	79.80	
2.00	CO MPLCRIMP	MINI UHF CRIMP PLUG	4.95	9.90	
2.00	CO TNCCRIMP	TNC CRIMP	4.95	9.90	
2.00	SW 131-0011	80A MANUAL RESET CIRCUIT BREAKER	49.95	99.90	
2.00	SW 46060	6 POSITION FUSE BLK W/GRD	15.95	31.90	
2.00	SW SW1	1 LIGHTED ROCKER SWITCH	13.95	27.90	
2.00	MT C-SW-B	HAVIS SWITCH BLANK	4.95	9.90	
2.00	MT C-EB40-CCS-1P	HAVIS FACEPLATE FOR WHELEN CENCOM SAPPHIRE, CANCTL1, CANCTL2, CANCTL3, CANCTL6, CCTL6 & CCTL7	29.95	59.90	
2.00	MT C-EB25-XTL-1P	HAVIS FACEPLATE XTL/APX REMOTE	29.95	59.90	
			Subtotal	Continued	
			Sales Tax	Continued	
			Freight	Continued	
			Total	Continued	

Due supply chain issues, Adamson can no longer guarantee prices.

WOMAN OWNED SMALL BUSINESS

Adamson Industries Corp.
45 Research Dr.
HAVERHILL, MA 01832

Quotation

Quote Number
25825

Tel: 978-374-3300/1-800-232-0162
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Quote Date
Apr 11, 2022

Page
1

Quoted to:

AMHERST POLICE DEPT
 P.O. BOX 703
 AMHERST, NH 03031

Customer ID		Good Thru	Payment Terms	Sales Rep	
AMH NH PD		5/11/22	Net 30 Days	ADAM T	
Quantity	Item	Description	Unit Price	Extension	
		(2) 2021 DODGE DURANGO			
2.00		ACTIVATE FACTORY HEADLIGHT & TAILLIGHT FLASHER			
2.00	LF BW8####	WHELEN 48" LIBERTY II WECANX SOLO BLUE W/ MKEZ85	3,499.95	6,999.90	
2.00	SR C399	WHELEN WECANX CORE SIREN			
2.00	SR CCTL6	WHELEN WECANX 3 SECTION CONTROL HEAD WITH 8 PUSH BUTTONS, 4-POSITION SLIDE SWITCH WITH 7-POSITION ROTARY KNOB			
2.00	SR C399K3	WHELEN WECANX OBDII CANPORT INSTALL KIT FOR C399 CORE SIREN FOR 18-20 RAM CLASSIC 1500 AND 18-20 DODGE CHARGER AND DURANGO			
2.00	SR SA315P	WHELEN SA315P 100W SPEAKER			
2.00	MT SAK1	WHELEN SA315P MOUNT BRACKET ONLY - UNIVERSAL			
4.00	GLL I2E	WHELEN ION DUO BLU/WHT BLK HSG	135.95	543.80	
4.00	GLL IONBB	WHELEN ION SOLO BLU BLK HSG	104.95	419.80	
4.00	GLL LINSV2B	WHELEN LINSV2 LED COMBO LIGHT MIRROR MOUNT BLU	183.95	735.80	
2.00	MT LSVBKT44	WHELEN LINSV2 MIRROR MNT 2013+ DURANGO	19.95	39.90	
2.00		QK0635DUR11 SETINA FULL REPLACEMENT TPO PLASTIC TRANSPORT SEAT W/ CENTER PULL SEATBELTS, INCLUDES 12VS	1,011.95	2,023.90	
			Subtotal	Continued	
			Sales Tax	Continued	
			Freight		
			Total	Continued	

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WOMAN OWNED SMALL BUSINESS

Adamson Industries Corp.
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Page
3

Quoted to:

AMHERST POLICE DEPT
P.O. BOX 703
AMHERST, NH 03031

Customer ID		Good Thru	Payment Terms	Sales Rep	
AMH NH PD		5/11/22	Net 30 Days	ADAM T	
Quantity	Item	Description	Unit Price	Extension	
2.00		HEAD			
		C-PS-2 HAVIS 2" SWITCH PLATE,	20.95	41.90	
		INTERNAL MOUNT, 2 SWITCH CUTOUTS			
2.00	TR MISC WIRE & CONN.	MISC. WIRE, CONNECTORS & SHOP SUPPLIES	225.00	450.00	
2.00	TR EQUIP-SUV	INSTALL EMERGENCY EQUIPMENT	1,795.00	3,590.00	
2.00	TR PUSHBUMP	INSTALL PUSHBUMPER	175.00	350.00	
2.00	TR RADIO	INSTALL AGENCY SUPPLIED RADIO	150.00	300.00	
2.00	TR RADIO	INSTALL AGENCY SUPPLIED RADIO REPEATER	150.00	300.00	
2.00	TR MDT LAPTOP	INSTALL AGENCY SUPPLIED PATROL PC & MOUNT	250.00	500.00	
		-			
		Chief Mark Reams: 603-673-4900, mreams@amherstnh.gov			
		<i>Radio programming</i>	<i>95</i>	<i>190.00</i>	
		<i>maplight</i>	<i>126</i>	<i>252.00</i>	
		<i>repeater</i>	<i>2,695</i>	<i>5,390.00</i>	
			Subtotal	20,833.30	
			Sales Tax:		
			Freight		
			Total	20,833.30	

Due supply chain issues, Adamson can no longer guarantee prices.

WOMAN OWNED SMALL BUSINESS

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Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Bid Award - Contracted Assessing Services

Department: Assessing

Meeting Date: July 11, 2022

Staff Contact: Gail Stout

BACKGROUND INFORMATION:

On March 4, 2022 an RFP for contracted assessing services was initiated and mailed to 16 vendors, all of which appear on the DRA website as qualified appraisal companies. One bid proposal was received from Granite Hill Municipal Services as enclosed. A second RFP was issued on April 4, 2022. No additional bids were received.

Granite Hill's staff credentials meet the requirements of the RFP. The bid appears to be reasonable in cost. Positive feedback was received from the professional references provided.

BUDGET IMPACT:

(Include general ledger account numbers)

FY23 Budget includes \$94,000. for this line item

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

To accept and negotiate a 5-year contract with Granite Hill Municipal Services.

SUGGESTED MOTION:

I move to award the five (5) year contracted assessing bid to Granite Hill Municipal Services of Concord, NH estimated at \$93,200. for year 1, \$96,400. for year 2, \$99,200. for year 3, \$100,700. for year 4, and \$103,300. for year 5, beginning July 1, 2022 through June 30, 2027.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Contracted Assessing RFP Award Request June 2022 Public

TOWN OF AMHERST

Town Department: **Assessing**

Date: **06/30/2022**

Line Item: **01-4152-30-2382**

Budget Amount: **\$ 94,000.**

Bid #: **Item: Contracted Assessing Services**

Date Bid To Be Awarded: **July 11, 2022**

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
1. Granite Hill Municipal Services P. O. Box 1484 Concord, NH 03302		\$ 93,200 - Year 1	\$ 96,400 – Year 2, \$ 99,200 – Year 3, \$ 100,700 – Year 4, \$ 103, 300 – Year 5 All are estimated - based on an hourly rate
2.		\$	
3.		\$	
4.		\$	
5.		\$	

Recommend bid be awarded to: Granite Hill Municipal Services

Signature of Selectmen / Date

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



TOWN OF AMHERST

Board of Selectmen
2 Main Street
Amherst, NH 03031
www.amherstnh.gov
Tel. (603) 673-6041 Fax (603) 673-4138

REQUEST FOR PROPOSALS

March 4, 2022

Contracted Assessing Services for the Town of Amherst

The Town of Amherst (the "Town") is seeking proposals for a professional consulting/services relationship whereby the provider shall perform the Municipal assessing duties for the Town for a five year period.

Amherst is a community of approximately 13,900 residents and has approximately 5,576 Parcels. The following is a breakdown of the parcel count:

Residential Improved	3,729
Residential Vacant	259
Condominiums Residential	605
Apartments	7
Mobile Home	65
Commercial Improved	199
Commercial Vacant	5
Utilities	17
Industrial Improved	154
Industrial Vacant	9
Exempt	340
Current Use/Open Space	187

The Town's assessing information is currently contained on cards produced by the Vision Government Solutions CAMA software. The town has utilized an outside vendor for assessing services since 2002. This proposal is not intended to include revaluations or updates. The Board of Selectmen are and shall continue to be the official body charged with legally required assessing services and the successful Bidder shall perform the assessing functions on the Board's behalf.

Interested assessment companies ("Bidders") are invited to submit proposals that shall include:

1. The Bidders ability to provide the services and minimum specifications described below, in accordance with applicable Statutes and DRA and ASB rules.
2. Name and telephone number of person (s) to be contacted for further information and clarification.
3. A statement of the Bidder's ability to assume all responsibility on July 1, 2022.
4. A list of all personnel who will be assigned to Amherst, including their years of experience and qualifications.

5. Listing any municipal clients that the Bidder is currently or has in the past provided similar services to, including client contacts, telephone numbers, size of the municipalities (indicated by number real estate parcels and scope of services rendered), and expertise with the Town's assessing software, Vision Government Solutions.
6. Indication of how many years Bidder has been engaged as a company, corporation, partnership, or individual specializing in government assessing services.

Three (3) copies of the sealed proposal shall be submitted no later than **3:00 P.M. on APRIL 4, 2022**
To:

**Town of Amherst
Assessing Office
2 Main Street
Amherst, NH 03031**

Please note: "Contracted Assessing Bid" on the exterior of the proposal envelope.

Inquiries may be directed to gstout@amherstnh.gov 2 Main Street, Amherst, NH 03031 or by telephone at (603) 673-6041 Ext.201 between the hours of 8:00 AM and 4:00 PM, Monday – Friday or by appointment.

Services to be Included

All services shall be performed in a professional manner, in accordance with applicable Statutes and DRA and ASB rules.

1. To provide Assessing and related support services in the ongoing operation of the Amherst Assessing Department as outlined in RSA 48:13.
2. To assist the Board of Selectmen in its role as the Board of Assessors in fulfillment of their duties and responsibilities related to the tax assessment of real property throughout the municipality and to assist the Board of Selectmen in fulfilling the requirements of RSA 76:10.
3. To assist the Board of Selectmen in the provision of any information or data, in a timely manner, required by the State of New Hampshire to establish ratios or other statistical measurements in connection with assessment of property in the municipality. This will include the preparation/oversight of required assessing forms from the State of New Hampshire Department of Revenue Administration (DRA) that include the annual sales analysis and the MS-1.
4. Review the sales analysis performed by the DRA and advise the Town of any areas of town or types of property needing to be adjusted or needing additional analysis.
5. To be available, during such hours of operation as agreed upon, to interact with the citizens of the Town and the general public in order to provide required and requested information regarding the assessment of property and the assessing function:
 - A. It is anticipated that all work, exclusive of items 12. A, B, & C, can be accomplished within 16 hours of effort per week on average, of which 8 hours are to be staffed in the Amherst Assessing Office by a Certified NH Assessor or an equivalent thereto.

6. In any given year, to perform routine maintenance of the assessment data kept by the assessing department, which includes using the Town's current Vision system to measure, list, and value new, altered, and other properties as determined by the Town and to insure that the new valuation data is recorded in a timely and compliant manner.
7. To administer and participate, on behalf of the Town, in taxpayer's requests to the Board of Selectmen for abatement of taxes, exemptions or credits, and to provide recommendations to the Board of Selectmen as to the merit of any and all such requests.
8. To represent the Town, at an additional cost, in appeals to the BTLA and to provide suitable expert testimony relative to appeals of assessments, either to BTLA or Superior Court.
9. Provide for the establishment of all parcels affected by subdivisions, lot line revisions, and current use applications.
10. Review and consult as required with the taxpayers and the Board of Assessors; calculate value for land use change taxes and calculate timber yield taxes.
11. Annually review the utility valuations as needed.
12. Continue the ongoing process whereby the Bidder will undertake the data collection function over the first four-year period of the proposed agreement related to a complete revaluation or statistical update which will be accomplished by a separate vendor. The data collection function shall be completed by March 15, 2026, and is intended to include, but not be limited to the following:
 - A. Visit and review from the exterior 25% of the properties each year. If a property owner is present at the time, a review of the interior data will be attempted, or interior information will be collected verbally from the property owner at the time of the exterior inspection. When no interior information is collected, the Town will attempt to schedule such a review if warranted. If not conducted, the Bidder shall estimate the value and notate the property record card.
 - B. Sketch of principal building and their dimensions.
 - C. Note specific qualities of construction, approximate age of construction, and specific details as applicable.
 - D. **PLEASE NOTE:** This portion of the "Services to be Included" shall be performed in addition to the 16 hours referenced in section 5. A of page two of this document and may be bid as a separate function if the Bidder so chooses.
13. In the fifth year of the proposed agreement, the Bidder shall also provide oversight of the separate vendor contracted to conduct the statistical update.
14. Maintain sufficient, as outlined below, general liability, automobile liability, and workers compensation insurance for the duration of the agreement.

Commercial General Liability

General Aggregate	\$2,000,000
Completed Operations Aggregate	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000

Professional Errors and Omissions Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Commercial Automobile Liability

Combined Single Limit \$1,000,000

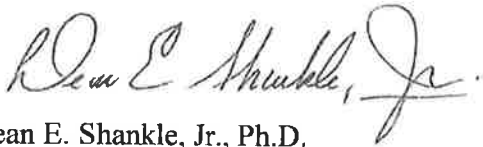
Worker's Compensation

NH Statutory including Employee Liability \$100,000 each accident
\$500,000 disease, policy limit
\$100,000 disease per employee

Contract Awards

The Town of Amherst's Board of Selectmen reserves the right to reject any or all proposals, or to accept the proposal that the Town deems to be in the best interest of the Town, regardless of lowest bid amount.

The Town of Amherst reserves the right to request additional data or information or a presentation in support of written proposals. However, the Town may award a contract based on offers received, without additional submissions. Accordingly, the proposal should be submitted on the most favorable terms from all aspects, which the Bidder can submit.



Dean E. Shankle, Jr., Ph.D.
Town Administrator

On behalf of the
Amherst Board of Selectmen

Date: March 4, 2022

Cummerford Neider & Perkins, LLC
556 Pembroke St., Ste #1
Pembroke, NH 03276

Granite Hill Municipal Services
PO Box 1484
Concord, NH 03302

KRT Appraisal
191 Merrimack St #701
Haverhill, Ma 01830

M & N Assessing Services
649 Court St
Keene, NH 03431

Municipal Resources Inc.
66 Main St Suite B
Plymouth, NH 03264

Murdough Assessing Services LLC
7 Bridge St
Pittsfield, NH 03263

NE Municipal Consultants LLC
PO Box 145
West Newbury, NH 01985

Pinkham Assessing Services LLC
PO Box 365
Wolfeboro, NH 03896

Northtown Associates, LLC
Attn: Jason Call
1794 Presidential Highway
Jefferson, NH 03583

Brett Purvis & Associates.
P. O. Box 1318
Alton, NH 03809

RE Consultants of New England Inc.
26 South Main St
Concord, NH 03301

Corcoran Consulting Associates
Attn: Marbeth Walker, President
P.O. Box 1175
Wolfboro Falls, NH 03896-1175

RB Wood & Associates
Attn: Rod Wood
591 Little River Rd
Lebanon, ME 04027

Whitney Consulting Group LLC
Attn: Stephen Hamilton
PO Box 514
Salem, NH 03079

Brian D Fogg LLC
31 Scenic Ridge Rd
Whitefield, NH 03598

Cross Country Appraisal Group, LLC
12 Kayak Way, Unit 1
Boscawen, NH 03303

**Granite Hill Municipal Services
PO Box 1484
Concord NH 03302
603-496-7293**

**General Assessing
for the Town of Amherst NH**

**Prepared and Submitted
By
Todd Haywood, RES, CNHA
NH DRA Certified
Assessor Supervisor**

**Todd Haywood, CNHA
Granite Hill Municipal Services
PO Box 1484
Concord NH 03302
603-496-7293**

April 2, 2022

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

Re: Assessing Services

Dear Members of the Board,

Thank you for the opportunity to provide you with a proposal for general assessing services. Attached is a draft contract proposal for general assessing as requested.

I have been in business for myself at Granite Hill Municipal Services for eighteen (18) years continuously. I am highly active within the assessing community. I currently sit on the NHAAO Board of Directors, Co-Chair of the NHAAO Certification Committee and the ASB subcommittee for certification. I also served four terms on the NH Assessing Standards Board (ASB).

In 2019 I was awarded the prestigious designation of “Residential Evaluation Specialist” (RES) from the International Association of Assessing Officers. Currently I am the only person in New Hampshire who holds this designation.

I am confident I can continue to give you a high level of service and expertise at a constant effective rate.

Sincerely,

Todd Haywood, RES, CNHA, Appraiser Supervisor
603-496-7293
e-mail
granitehillmunisvs@hotmail.com

EDUCATION

Concord High School

NH Technical College- Business management major

International Association of Assessing Officers Courses

Course 101 "Fundamentals of Property Appraisal",

Course 102 "The Income Approach to Value",

Course 112 "The Income Approach to Value II"

Course 201 "Appraisal of Land"

Course 300 "Fundamentals of Mass Appraisal".

Course 311 "Residential Modeling"

Course 312 "Commercial Modeling"

Course 332 "Modeling Concepts"

Course 333 "Statistical Modeling"

Course 400 "Assessment Administration"

Course 402 "Tax Policy"

Workshop 151 "Depreciation Analysis"

Workshop 701 "Golf Course Valuation"

Workshop 452 "Introduction to Ratio Studies"

Workshop 850 "CAE Case Study Review"

Workshop 851 "RES Case Study Review"

Workshop 852 "AAS Case Study Review"

The Appraisal Foundation "2003, 2013 & 2016 Uniform Standards of Professional Appraisal Practice"

NHAAO "2003, 2013 & 2016 NH State Statutes Course".

2006 IAAO Uniform Standards of Professional Appraisal Practice Standard 6.

Avitar- "80 Hour Appraisal Training Course."

Court Experience

Appeared before the NH Board of Land and Tax Appeals for multiple cases residential and commercial representing the Town of Greenland NH and Wilton. Underwood v. Greenland, Courtovich v. Greenland, Greenland Glass Factory, LLC v. Greenland and Mazzuchelli v. Wilton.

PROFESSIONAL REFERENCES

James Pineo,
Town Manager
Town of Wolfeboro
603-569-8152
6000 parcels

Nick Germain
Town of Wilton
Town Administrator
603-654-9451
1800+- parcels

Town of Hooksett
Elayne Pierson
Assessing clerk
268-0003
6000 parcels

Town of Ossipee
Matthew Sawyer Jr.
Town Administrator
603-539-4181
5000 Parcels

Town of Greenland
Matthew Scruton
Town Administrator
603-431-7111
1700 Parcels

Dina Cutting
Administrative Assist.
Town of Lyme
603-795-4639
1000 parcels

**General Assessing Services
for the
Town of Amherst
2 Main St,
Amherst NH 03031**

Section I. Functions/Responsibilities:

The Town of Amherst seeks to retain a Professional Assessing Service Contractor to perform certain duties and functions of Municipal Assessor as provided for below.

Section II. Term:

The term of this Agreement shall be for a period of five (5) years from July 1, 2022 to June 30, 2027, with an option to extend for three (3) years.

Section III. "Contractor" Identity;

Name: Granite Hill Municipal Services, Todd Haywood, R.E.S, C.N.H.A., N.H. Assessor Supervisor

Address: PO Box 1484

City: Concord State: New Hampshire Zip: 03302

Telephone: 603-496-7293 Fax: 603-225-9780

Contact Person: Todd Haywood, RES, CNHA

Section IV. Relationship of the Parties:

The relationship between the Contractor and the Municipality shall be that of an Independent Contractor and Employer. As such, the Contractor shall hold the Municipality, its agents, servants and employees harmless, at the Contractor's sole expense, for any liability or legal proceeding occurring as a result of the Contractor's actions or omissions, including injury, death, property damage, or any associated expenses therefore, including costs of defense and reasonable attorney's fees. It is understood by the parties that legal proceedings resulting from appeals of property valuations are not subject to this clause.

Section V. Insurance \ Indemnification:

Certificates of insurance, identifying the Municipality as co-insured, will be provided the Municipality no more than thirty (30) days after the signing of this Agreement. The Municipality will be notified within fifteen (15) days in the event of loss or change in coverage or conditions, or amounts of coverage. A financially secure insurer, duly licensed to do business in the State of New Hampshire, shall issue each policy of insurance.

The Contractor will maintain the following insurance over the course of the contract:

1. Liability insurance for bodily injury in an amount not less than \$1,000,000 per occurrence.
2. Public liability insurance with a Comprehensive General Form to include, without limitation, Premises, Operations, Completed Operations, Product, Independent Contractors, Broad Form Property Damage, and Personal Injury.
3. Automobile insurance written with comprehensive coverage for owned, hired and non-owned vehicles. The limit for any one accident will be \$1,000,000.

Section VI. Termination/Resignation:

Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of either party to terminate the Agreement subject to the terminating party giving fifteen (15) days written notice to the other party, prior to the effective date of termination.

The Municipality may terminate this Agreement at any time, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event all finished and unfinished work product shall become the property of the Municipality. If this Agreement is terminated by the Municipality, as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services covered by the Agreement, less payments of compensation previously made. Termination of the Agreement or the retention of funds by the Municipality shall not preclude the Municipality or the Contractor from bringing an action against the other party for damages or from exercising any other legal, equitable, or contractual rights the Municipality or Contractor may possess in the event of the Contractor's failure to perform.

In the event of written notice of termination by the Municipality for Contractor's violations, a ten (10) day period shall be allowed the Contractor to correct violations. However, upon failure of Contractor to correct the violations within ten (10) days, the Municipality may terminate the Agreement under the previously issued termination notice.

Section VII. Misrepresentation or Default:

The Municipality may void this Agreement and any and all contract(s) at any time if the Contractor has materially misrepresented any offering or defaults on any contract with a New Hampshire municipality.

In the event that any Contractor person or employee assigned to the Municipality is convicted of any act resulting in personal gain in the execution of services provided through this Agreement, the Municipality shall not be obligated to provide notice and may immediately terminate this Agreement and other Contracts.

Section VIII. Transfer, Assignment, Sub-letting:

The Contractor will not assign any part of this Agreement to another party without express written permission by the Municipality.

Section IX. Work Product:

All work product used or created in conjunction with the services covered under this agreement shall be the sole property of the Municipality and in the event of cancellation or termination, such product will remain owned by the Municipality.

Section X. Services \ Accommodations:

The Contractor agrees to provide all services, support, personnel, labor, personal materials, necessary resources and equipment to perform the services that are the subject of this Agreement.

The Contractor: The Contractor shall provide all the above-stated resources. Personal materials include calculators and field inspection equipment.

The Municipality: The Municipality shall provide Contractor office space with desks, tables, chairs and Tax Maps for use by the agents and employees of the Contractor in the execution of this Agreement. The Municipality shall also provide Contractor access to a computer with links to the CAMA system, remote access to the work station desktop, access to a copy machine for copying work-related documents, and keys to the workspace at no cost to the Contractor.

The Municipality: The Municipality shall perform all data entry associated with pick ups and data verification. If it is necessary for the Contractor to perform data entry it will be done at the applicable hourly rate.

Section XI. Work Schedule / Key Personnel Assignment:

By mutual agreement with the Municipality Contractor will maintain the following work schedule: Contractor's hours will remain flexible according to the immediate needs of the Municipality, but will follow a general pattern of (1) day(s) a week (minimum 5 hours per day) plus field work and any additional days requested to accommodate abatement applications, state forms, and required meetings with DRA and the Board of Selectmen. Personnel assigned to this contract are as follows, Todd Haywood, RES, CNHA, John "Jack" McCarthy, CNHA, NH DRA Certified Assessor, Ralph "Skip" Cutting, NHDRA Certified Assessor Assistant, Brendon McGahan, NHDRA Certified Measurer & Lister & Joseph Russell, NHDRA Certified Measurer & Lister.

Section XII. Scope of Services:

It is mutually understood that Contractor will perform the following:

1. Advise the Municipality of Current Use valuations, Land Use Change Tax (LUCT) land values, and other statutory assessing obligations, when requested;
2. Perform field inspections to collect data for all new construction and properties with active, uncompleted Building Permits, herein referred to as "Pick-ups";
3. Perform field inspections on all properties that have transferred during the contract period, and investigate and verify the circumstances surrounding all sales, when requested;
4. Meet with taxpayers wishing to discuss their valuations;
5. Meet with the Municipality's Administrators and/or Board of Selectmen, upon request;

6. Perform field inspections and other studies relative to properly filed abatement applications and after review and research, make recommendations to the Board of Selectmen/Assessors in writing;
 7. Represent the Municipality and its best interests in abatements or appeals, when requested;
 8. Meet and work with State monitors to ensure the Municipality meets all DRA certification requirements and maintains a good working relationship;
 9. Perform annual assessment-to-sales-ratio studies and recommend to the Board of Selectmen or Assessing Officials the need for a full revaluation, partial revaluation, or statistical update to be compliant with RSA 75:8;
 10. The assessor will maintain the assessments by making adjustments as needed to comply with state law and ASB guidelines.
 11. Measure and List 25% of the properties in the municipality starting in year 2022.
 12. Assess telecommunication assets according to RSA 72:8, Utility assets according to RSA 78:2-c & d. If there are assets not covered by these RSA's, the company will use the provided net book value or the most recently certified DRA allocation equalized by the most recently certified DRA ratio.
- Any revaluation or statistical update will be completed under a separate contract.**

Section XIII. Compensation:

The Contractor shall be compensated as an Independent Contractor under this Agreement. As such, Contractor shall be responsible for providing F.I.C.A., Workmen's Compensation, Unemployment Compensation & Liability to all Contractor's employees assigned to the Municipality.

Pick-ups include new construction, unfinished construction and subdivisions. All Pick-up work will be performed on a per parcel basis in accordance with the attached fee schedule.

Data Verification as part of the sale review/ verification will be performed for a fee as indicated on the fee summary page.

Database Maintenance (Measure & Listing) as part of a routine schedule to ensure continued accuracy of the town's assessing database, the assessor's office will systematically verify the data of 25% of the property in the town annually. This will begin in the year 2022.

This process will include complete data verification of all physical aspects of such properties. This will include two impromptu attempts to gain an interior inspection when deemed safe. This service will be conducted at a rate indicated on the fee summary page on a per parcel basis

If appointments are desired by the town, they will be done at the applicable hourly rate.

Hourly assessing work shall include Land Use Change Tax determinations, Current Use assessments, local level tax appeals, and any other assessing functions requested of Contractor, if determined by Contractor and Municipality to be best handled on an hourly basis. The hourly rate for these functions are listed on the attached fee schedule. It is expected there will be a 5 hour minimum for office visits. Remote work will be billed for actual time spent with a 15 minute minimum for email and phone calls at the contractor's discretion.

Office hours, as requested by the Municipality, will be one (1) seven-hour day per week, more if needed, billed at an hourly rate. Field work will be billed on a per parcel basis.

Annual sales review and analysis to determine if annual adjustments are needed to meet state mandates and balance values to assure equity and fairness in the overall assessments.

Appeals at the Board of Tax and Land Appeals or Superior Court will be billed at the applicable hourly rate.

Fee Schedule

Town of Amherst
General Assessing for 2022-27
ESTIMATED AMOUNTS

2022/23

Office hours: \$62.50 per hour, 60 (@ 7 hrs per day=420 hours) annually	\$26,250.00
Abatements estimated 15 @ 2 hours each, \$62.50 per hour	\$1,900.00
BTLA appeals 5 @ 5 hours each, \$62.50 per hour	\$1,600.00
Pick-ups: Estimated @ 600 annually at \$26.00 per parcel	\$15,600.00
Cyclical Data Verification (25% annually) 1400 at \$27.00 per parcel	\$37,800.00
BTLA hearings or Superior Court trial will be billed @ \$65.00 per hour	
Total for 2022 estimated	\$ 83,200 (rounded)
	# 93,200

2023/24

Office hours: \$65.00 per hour, 60 (@ 7 hrs per day=420 hours) annually	\$27,300.00
Abatements estimated 15 @ 2 hours each, \$65.00 per hour	\$2,000.00
BTLA appeals 5 @ 5 hours each, \$65.00 per hour	\$1,600.00
Pick-ups: Estimated @ 600 annually at \$27.00 per parcel	\$16,300.00
Cyclical Data Verification (25% annually) 1400 at \$28.00 per parcel	\$39,200.00
BTLA hearings or Superior Court trial will be billed @ \$70.00 per hour	
Total for 2023 estimated	\$ 86,400.00 (rounded)

2024/25

Office hours: \$67.50 per hour, 60 (@ 7 hrs per day=420 hours) annually	\$28,400.00
Abatements estimated 15 @ 2 hours each, \$67.50 per hour	\$2,000.00
BTLA appeals 5 @ 5 hours each, \$67.50 per hour	\$1,700.00
Pick-ups: Estimated @ 600 annually at \$27.00 per parcel	\$16,200.00
Cyclical Data Verification (25% annually) 1400 at \$28.00 per parcel	\$40,900
BTLA hearings or Superior Court trial will be billed @ \$75.00 per hour	
Total for 2024 estimated	\$ 89,200.00 (rounded)

2025/26

Office hours: \$70.00 per hour, 60 (@ 7 hrs per day=420 hours) annually	\$29,400.00
Abatements estimated 15 @ 2 hours each, \$70.00 per hour	\$2,100.00
BTLA appeals 5 @ 5 hours each, \$70.00 per hour	\$1,800.00
Pick-ups: Estimated @ 600 annually at \$28.00 per parcel	\$16,800.00
Cyclical Data Verification (25% annually) 1400 at \$29.00 per parcel	\$40,600.00
BTLA hearings or Superior Court trial will be billed @ \$65.00 per hour	
Total for 2025 estimated	\$ 90,700.00 (rounded)

2026/27

Office hours: \$72.50 per hour, 60 (@ 7 hrs per day=420 hours) annually	\$30,500.00
Abatements estimated 15 @ 2 hours each, \$72.50 per hour	\$2,200.00
BTLA appeals 5 @ 5 hours each, \$65.00 per hour	\$1,800.00
Pick-ups: Estimated @ 600 annually at \$28.00 per parcel	\$16,800.00
Cyclical Data Verification (25% annually) 1400 at \$30.00 per parcel	\$42,000.00
BTLA hearings or Superior Court trial will be billed @ \$65.00 per hour	
Total for 2026 estimated	\$ 93,300.00 (rounded)

Subsequent Years rates: increasing annually at the rate of SSI adjustments, as published at the end of the third quarter of the prior year.

- Please note these are estimates. You will only get billed for work that is actually completed once it's completed.



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

Title: Tax and Assessing Update
Meeting Date: July 11, 2022

Department: Tax Collector
Staff Contact: Gail Stout

BACKGROUND INFORMATION:

Please see attachment

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Tax and Assessing Biannual Update 6 27 2022

WELCOME TO



AMHERST, *NEW HAMPSHIRE*



JULY 2022

TAX & ASSESSING BIANNUAL UPDATE

TAX AND ASSESSING OVERVIEW

✘ Staffing

- + 2 Full Time Employees
- + Contracted Assessing Firm

✘ Services

- + Public Service & Resource Provider
- + Inventory and Valuation of Real Estate
- + Property Tax Collection
- + Customer Consultation
- + Central Depository for all Town Departments

ASSESSING UPDATE

- ✘ DRA Issued Equalization Ratio 95.7% (2021)
- ✘ Residential Sale Prices Continue to be Above Assessed Valuations Placed in 2021 Reval
- ✘ Finalizing Contracted Assessing RFP
- ✘ 1 Active 2020 Assessment Appeal with NH Board of Tax and Land Appeals
- ✘ 2021 Abatement Responses Completed
- ✘ MS-1 Inventory of Property Due to DRA Sept 1st

STATUS OF PROPERTY TAX LIENS

TAX YEAR	# OF PROPERTIES (Originally)	DUE AT LIEN	# OF PROPERTIES (Currently)	BALANCE AS OF 6/30/2022
2021	58	\$ 191,902	45	\$ 170,786
2020	50	\$ 188,454	16	\$ 83,869
2019	47	\$ 268,257	10	\$ 31,706
2018	58	\$ 264,771	1	\$ 1,183
2017	52	\$ 235,672	1	\$ 1,093
2016	72	\$ 284,673	1	\$ 1,058
2015-2012			2	\$ 9,055
TOTAL				\$ 298,750

JULY 2022 PROPERTY TAX COLLECTIONS

- ✘ Property Taxes Due July 1, 2022
- ✘ As of July 6, 2022 - 93.8 Percent Collected
- ✘ Online Tax Payments 4%
- ✘ Electronic Payments from Mortgage Co 35%
- ✘ Mailed payments/Lockbox 30%
- ✘ Tax Office Counter/Mailed Payments 31%
- ✘ MS-61 Tax Collector's Report due to DRA Sept 1st for Tax Rate Setting in October

MISSION AND VISION STATEMENT

MISSION:

To deliver fair and equitable taxation to all property owners in Amherst with respect, integrity, and compassion.

VISION:

To serve the taxpayers of Amherst, demonstrating the highest ethical and professional standards and quality assessment services, in response to the needs of our community.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Bid Award - Shared Streets Planning **Department:** Public Works Services

Meeting Date: July 11, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We recently put out an RFQ for shared streets planning services seeking engineering firms to help design Amherst village streets with a pedestrian-friendly approach in mind. We received submissions from two qualified firms. We requested bid proposals from the two firms, receiving bids back on Tuesday, July 5.

After review of the proposals, we recommend to award the contract for "shared streets planning services" to Mobycon for the amount of \$97,885.00. Both firms submitted highly competitive proposals. Our decision to recommend Mobycon for this award was based on their reputation of being the established international and U.S. experts in the field of designing "shared streets." Mobycon has been engineering shared street concepts for more than 45 years, long before these concepts were considered for implementation in the U.S. Further, Mobycon included in their proposal a detailed project timeline that would work well for our project deadlines.

BUDGET IMPACT:

(Include general ledger account numbers)

\$97,885 from Multi-Modal CRF

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award contract to Mobycon for \$97,885.00.

SUGGESTED MOTION:

I move to award the "shared streets planning services" contract to Mobycon for \$97,885.00.

TOWN ADMINISTRATOR RECOMMENDATION:

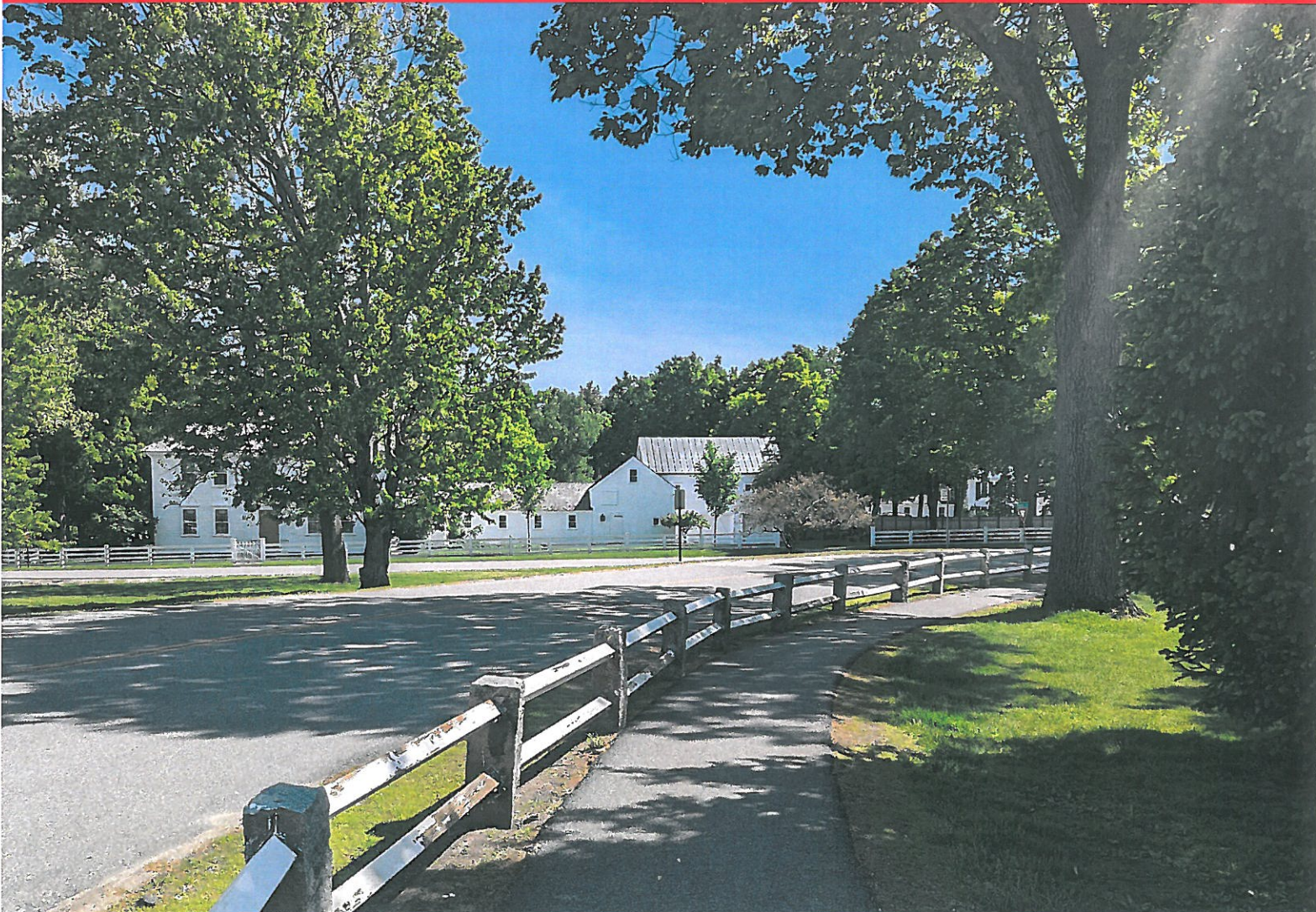
ATTACHMENTS:

1. SKMBT_28322070513580
2. mobycon bid
3. Shared Streets 01-23

**TOWN OF AMHERST, NH
PROPOSAL FOR BID #01-23**

AMHERST SHARED STREET PLANNING SERVICES

JUNE 30, 2022



June, 30 2022

Town of Amherst
Attn: Town Administrator
Amherst Town Hall
2 Main Street
Amherst, NH 03031

RE: Request for Proposals for Shared Street Planning Services

Dear Town Administrator and Members of the Selection Committee:

Toole Design Group is pleased to submit our proposal for the Town of Amherst Shared Street Planning Services. Toole Design Group has reviewed your Request for Proposals (RFP) and has provided a cost proposal included in the Bid Form.

Please find attached an outline scope of work, workhours estimate, and fee within the limits of your budget. We anticipate refining the scope with your team upon acceptance of our proposal.

We are confident in our team's ability to deliver the highest quality work to the Town of Amherst, and we will commit the necessary resources to perform the work on schedule and within budget. If you have any questions, please contact Karen Fitzgerald at kfitzgerald@tooledesign.com or 603.660.1241.

Sincerely,



Nick Jackson
Vice President, Director of Operations, Northeastern U.S. and Canada

AMHERST SHARED STREET PLANNING SERVICES

Project Understanding

The Town of Amherst is taking an important step towards framing the future transportation approach and rebalancing the village area street network to safely accommodate all modes of transportation. The creation of a Shared Streets Plan will provide support for the work of implementing the shared streets recommendations identified through this study.

We understand the paramount need to coordinate with Town departments and committees who will play a role in guiding the development of the Plan and its implementation. Recognizing the importance of coordinating the recommendations of the Shared Street Plan with Town policies as well as departments are critical to success and implementation. The completion of this Shared Streets Plan will be a roadmap for investment to achieve the Town's long-term goals and will help guide capital investment decision-making. In addition to the Public Works Department, these boards and committees may include:

- Amherst Roads Commission
- Amherst Highway Safety Committee
- Amherst Bike and Ped Advisory Committee
- Board of Selectmen
- Planning Board
- Heritage Commission

Project Approach

Toole Design will work with the Town of Amherst to prepare a Shared Street Plan that includes the streets outlined in the Request for Proposals (RFP), and that is backed by industry best practices and reflective of the Town's unique character.

TASK 1: PROJECT MANAGEMENT & MEETINGS

Toole Design takes a comprehensive project management approach that allows for effective communication between Town staff and our team. We anticipate four (4) formal meetings with Town staff from all appropriate departments:

1. Project Kick-off: review project scope, schedule, budget. Coordinate background data requests
2. Initial Issues identification: A site walk with Town departments and stake holders of the streets in the network to focus on and discuss prioritization criteria. The Community Engagement Plan will also be reviewed at this meeting.
3. Review Public input from Phase 1 of Public Participation and discuss drafts of options and trade-offs to be presented with the Phase 2 of public participation.
4. Comment resolution: following draft plan submittal, discuss any design changes needed before the plan is refined and shared with Town.

We will also submit monthly progress reports throughout the lifespan of the project. The progress reports will include all active and completed tasks and indicate the percent of work complete (total and by task), work and submittals completed in the last month and to be performed in the next billing period, meetings, actions/decisions required by Town staff, and the status of the schedule and budget.

Quality Assurance/Quality Control

Toole Design employs a rigorous Quality Assurance/Quality Control (QA/QC) program to control the quality of our work. We are happy to share our full QA/QC policy and program, however, the program can be summed up simply: no report, drawing, or product of any kind leaves our office without a documented review. The use of these tools, along with the typical project correspondence, will ensure the work tasks, schedule and budget are reviewed and fully communicated throughout the project.

Task 1 Deliverables:

- Meeting Agendas and Notes
- Community Engagement Plan
- Progress Reports

TASK 2: DATA COLLECTION & ANALYSIS

This Shared Streets Plan will help develop a targeted investment strategy to improve safety, mobility, and accessibility. It will identify the locations, infrastructure needs, and magnitude costs for the Village area's most critical Shared Street improvements and should align with local master plans and roadway maintenance schedules, among other available studies and data.

LITERATURE REVIEW

At Toole Design, we base our work on established research, provide our clients with the most current industry practices, and use this foundation to push the industry to the cutting edge. We leverage our extensive knowledge and expertise on nonmotorized transportation acquired from the production of over one thousand active transportation plans – ranging from local projects for single neighborhoods or corridors; to citywide Vision Zero, Complete Streets, and other plans; to statewide safety action plans and policy development – and the authoring of numerous national resources on pedestrian and bicycle safety.

We are able to quickly bring this experience to bear on reviewing the most current and relevant best practices, local resources, and literature in the field of Complete Streets planning. We will begin the best practices review immediately upon initiation of the project, organizing the review around key topics that will inform the Shared Streets Plan, such as:

- What are the best methodologies and approaches to use for network-level Shared Streets evaluation?
- What are other Cities and Towns doing in the area of Shared Streets planning?
- What types of facilities are most appropriate for Amherst's context and character?
- What resources, tools, or models exist that can be leveraged in this Plan?

DATA REVIEW, ASSESSMENT, AND COLLECTION

To maximize efficiency on this task, we will first ask the Town to provide a list of completed studies and available GIS data (such as street centerlines, zoning boundaries and overlays, buildings, address points, open spaces, and FEMA flood zones) and assess the quality of available data. Then, we will determine what data gaps exist and collaborate with the Town in determining if/how they can be filled given project resources. In this task, we may review:

- Zoning Ordinance
- Envision Amherst 2022
- Amherst Master Plan
- Existing transportation network characteristics
- Traffic Volumes
- Crash History
- Capital Investment Plans
- Roadway maintenance, infrastructure, and repaving plans
- Proposed Development Projects and related traffic studies
- ADA Assessments
- Roadway Safety Audits
- Additional data sources as appropriate

TECHNICAL ANALYSIS

Geographic Information Systems (GIS) work is among Toole Design’s core strengths. We are experts in geospatial data analysis and visualization, from scope creation, data collection, and database management to data analysis, spatial statistics, and high-quality cartography. To tackle common challenges in completing a Shared Streets Plan, our staff may use state-of-the-practice GIS techniques based on demand and safety data, crash mapping, routing and network analysis, project prioritization, public input mapping, and/or interactive web mapping. With resources from the Town, we will be able to expedite the creation of the base map to perform technical analyses and gather public feedback.

Task 2 Deliverables:

- Mapping
- Data Analysis and Existing Conditions Memo

TASK 3: COMMUNITY ENGAGEMENT

Toole Design strongly believes in the value of building community trust as a key outcome of planning efforts and striving for a community-generated plan. Toole Design has extensive experience collaborating with municipal agencies and project committees to tailor the focus of our engagement strategies and to ensure a productive community process. We will work with the Town to develop a community engagement plan that outlines the objectives and methods to engage the public in the development of the Shared Streets Plan. The engagement plan will include the key questions that the engagement effort will address, target audiences, and tools and methods for engaging each audience.

We propose there be a clear strategy for how the community’s input from the engagement process will be incorporated into the Plan. We have outline three (3) phases of community engagement in this proposal; however, we will work with the Town to ensure that the engagement strategy is tailored specifically for the residents of Amherst.

During **Phase 1** of Community Engagement Toole Design will assist the Town in hosting one (1) public workshop or pop-up event and create an online survey to share the planning process with the public, and to gather input on the community’s priorities. In **Phase 2**, feedback collected from Phase 1 will help inform the identification of options and tradeoffs for further community input. This information and will help to guide the prioritization process. Once developed, the Draft Shared Streets Plan will be presented to the Town, with a focus on how community input helped to shape the plan and how the draft Complete Streets Ordinance can help to bring it to reality. A final **Phase 3** will focus on presentation of the final draft plan.

Task 3 Deliverables:

- Public Workshop Materials
- Online survey
- Public Feedback Analysis
- Town Presentation

TASK 4: Amherst Village Special Multimodal District Plan

We will prepare a Shared Streets Plan for the Amherst Village Multimodal District that identifies recommendations for priority corridors and intersections to meet the objectives of advancing safe, accessible, and multimodal transportation. This plan will include streets as identified in the RFP as the Amherst Village Special Multimodal District and will provide an overall vision for shared streets within the Village Multimodal District, concept plans and details sufficient for further development as needed for future roadway improvements. Depending on the recommended treatment, plans may include proposed roadway striping, protected intersections, shared-use paths, signage, pedestrian improvements, traffic calming features, ADA upgrades and bicycle facilities.

Task 4 Deliverables:

- Draft Shared Streets Plan
- Final Shared Streets Plan

TASK 5: Shared Streets Proposal for Grant Application

Toole design will provide a focused, detailed plans for roadways as identified in the RFP for this task including preparing planning-level estimates of the probable cost to assist the Town in grant applications. Project description and justification will also be provided. We will work with the Town to identify grant opportunities and tailor the materials according to the grant goals and purpose.

Task 5 Deliverables:

- Plans and details
- Cost Opinions
- Grant application text, project description and justification

BUDGET

On the following pages please find the labor hours, fee and expenses for the above scope of work. Bid Form follows.

Town of Amherst, NH
Shared Street Planning Services
HOUR ESTIMATE/COST PROPOSAL

TASKS		Hourly Subtotals	Fee Subtotals
TASK 1: PROJECT MANAGEMENT & MEETINGS			
1a	Progress Reports/Contract setup	16	\$3,088
1b	Kick-off Meeting	11	\$1,860
1c	Meeting: Site walk with Town/Stakeholders	16	\$2,600
1d	Meeting: Public Input and Options	12	\$1,764
1e	Meeting: Review of draft Plans	12	\$1,748
1f	Community Engagement Plan	10	\$1,330
Subtotal Hours		27.0	
Subtotal Cost			\$4,948
TASK 2: DATA COLLECTION AND ANALYSIS			
2a	Mapping	38	\$4,498
2b	Literature Review	38	\$4,738
2c	Data Review and Collection	42	\$5,186
2d	Technical Analysis	32	\$4,392
2e	Existing Conditions Memo	58	\$7,668
Subtotal Hours		132	
Subtotal Cost			17,246.0
TASK 3: COMMUNITY ENGAGEMENT			
3a	Phase 1 - Project Info, Visioning and Survey	56	\$7,372
3b	Phase 2 - What We Heard, Options and Trade-Offs	36	\$4,532
3c	Phase 3 - Final Recommendations	60	\$7,826
3d	Online Feedback and Information	32	\$4,004
Subtotal Hours		184	
Subtotal Cost			23,734.0
TASK 4: VILLAGE SPECIAL MULTIMODAL DISTRICT			
4a	Vision and Concept Design Alternatives for Village District	116	\$16,106
4c	Final Design Alternatives for Village District	68	\$8,908

		Subtotal Hours	184	
		Subtotal Cost		25,014.0
TASK 5: SHARED STREET PROPOSAL FOR GRANT APPLICATION				
5a	Grant application material- Text		100	\$13,504
5b	Plans		58	\$7,832
5c	Costs Opinions		34	\$5,140
		Subtotal Hours	192	
		Subtotal Cost		\$26,476.00
		Total Hours	719	
		Total Cost		\$97,418.00

Expenses

Travel =	\$200
Reprographics/ Printing=	\$250
Expenses Total	\$450

TOTAL FEE	\$97,868
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Bid Submission Form

Name of Bidder: Toole Design Group

Street Address: 8484 Georgia Avenue. Suite 800

Town/City: Silver Spring State: MD Zip: 20910

Business Phone Number: 301.927.1900

Business Contact Name: Karen Fitzgerald

Email: kfitzgerald@tooledesign.com

Amherst Shared Street Planning Services:

Lump Sum Price (Not to Exceed): \$ 97,868.00

ninety-seven thousand, eight hundred and sixty-eight dollars, and zero cents

(Written Words)

Allowance (if any) for survey work included in Lump Sum price:

\$ N/A

(Written Words)

If no allowance for survey work, list per/hour rate for survey work:

\$ No survey work related to this project

(Written Words)

Bids should be mailed to the following address clearly labeled with the firm's name, and project name "Amherst Shared Street Planning Services":

**Town Administrator's Office
2 Main Street
Amherst, NH 03031**

Bids must be submitted no later than 1 PM on Tuesday, July 5, 2022.

All Proposals shall be valid for a period of thirty (30) days from the bid opening date.



Amherst Shared Street Planning Services

OFFER OF SERVICE

In response to:
Eric Slosek, Director of Public Works
Office of the Town Administrator
Town Hall
2 Main Street
Amherst, NH 03031

Date:
July 5, 2022



Bid Submission Form

Name of Bidder: Mobycon inc.

Street Address: 555 South Mangum Street, Suite 100

Town/City: Durham State: North Carolina Zip: 27701

Business Phone Number: +1 613-216-2332

Business Contact Name: Elizabeth Allingham, Director - North America

Email: e.allingham@mobycon.com

Amherst Shared Street Planning Services:

Lump Sum Price (Not to Exceed): \$ 97,885

Ninety-seven thousand eight hundred eighty-five dollars
(Written Words)

Allowance (if any) for survey work included in Lump Sum price:

\$ N/A

(Written Words)

If no allowance for survey work, list per/hour rate for survey work:

\$ _____

(Written Words)

Bids should be mailed to the following address clearly labeled with the firm's name, and project name "Amherst Shared Street Planning Services":

**Town Administrator's Office
2 Main Street
Amherst, NH 03031**

Bids must be submitted no later than 1 PM on Tuesday, July 5, 2022.

All Proposals shall be valid for a period of thirty (30) days from the bid opening date.

COVER LETTER



Elizabeth Allingham
Director – Mobycon North America
Mobycon Inc.
555 South Mangum Street
Suite 100
Durham, NC 27701

Eric Slosek
Director of Public Works
Office of the Town Administrator
Town Hall
2 Main Street
Amherst, NH 03031

Tuesday, July 5, 2022

RE: Amherst Shared Street Planning Services

Dear Mr. Eric Slosek,

Amherst's rich history is exemplified by its beautiful architecture and iconic village green. A respect for both the town's history as well as innovative thinking around mobility creates a unique character that has been tangible through our conversations with community members.

This is one of the reasons why Mobycon, together with CMA Engineers, is particularly pleased to submit our proposal for Shared Street Planning Services for the Town of Amherst. As a Dutch-American consultancy, we work with municipalities and partners across the United States, leveraging world-class mobility inspiration and international best practice knowledge in shared spaces to achieve local, context-sensitive solutions. As such, the Mobycon team is in a strong position to offer the Town of Amherst our services to deliver a shared streets vision that supports your goal of creating, and obtaining funding for, a safe and attractive street network in the national historic district of Amherst Village.

As a consultancy with international offices, we have significant experience in combining virtual and in-person means for project delivery. Our suite of tools and approaches allows us to deliver high quality outcomes, maximize communication, and keep costs down. Each day our team works across multiple time zones to coordinate meetings and deadlines, ensuring our projects are delivered on time and are of high quality. Should the Mobycon team be selected, we will work together with the Town of Amherst to develop a schedule that keeps communication open, and moving, and is mindful of timing for funding applications.

The Mobycon team is both qualified and committed to supporting the Town in its journey toward safer more people-oriented streets, that enhance the character of Amherst Village. Should you have any questions regarding our proposal, or require any further information, please do not hesitate to contact me at e.allingham@mobycon.com.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Allingham".

Elizabeth Allingham
Director – North America

VISIONING FOR AMHERST SPECIAL DISTRICT

1.1 Project Kick-off

We will begin the project with a kick-off meeting to meet the project team from the Town of Amherst and gain a better understanding of the project background, timeline, stakeholders, and existing concerns and agreements. Following this meeting with the Town, we will arrange an initial stakeholder meeting with various key stakeholders in the community to confirm their roles in the project and learn more about their perspectives, goals, and concerns for the project.

During this period, we will also conduct background research to better understand the local context, reviewing key documents including the Master Plan, Multimodal Master Plan, and other strategic documents and previous studies.

1.2 Visioning Workshops and Charrette

Once a foundational knowledge of the Town and project goals is established, we will begin the visioning process. To ensure that any enhancements reflect the character of the community, it is important to involve key stakeholders and members of the public early on. We will travel to Amherst to conduct a site visit in person to enhance our understanding of the context. This visit will also include a visioning workshop and design charrette with key stakeholders to begin generating ideas and creative solutions that work within the local context. Following the charrette, a public meeting will be organized to engage a wider audience, sharing the outcomes of the charrette and providing an opportunity for the public to provide their feedback and additional thoughts.

Deliverable: Vision PowerPoint presented to Town officials.

1.3 Scenario Development and Evaluation

With a vision established in Task 1.2, we will develop three different scenarios for the roadway network redesign in the Amherst Village special multimodal district. The scenarios will differ in ambition, cost, and feasibility, highlighting the various benefits and trade-offs involved for each approach. The three scenarios will be presented to Town officials to solicit and incorporate feedback before being shared with the public. A public town hall meeting will then be held to present the scenarios to the wider community and gather additional feedback. At this stage, an evaluation framework will also be developed in concert with the project team, establishing criteria to evaluate each scenario and identify a preferred option.

Deliverable: A PowerPoint overview of three alternative scenarios for the roadway network redesign.



Shared Space Community Gateway Design (Mobycon)

1.4 Finalizing Preferred Scenario and Area Plan Delivery

Following the selection of a preferred scenario, the chosen design will be drafted to a pre-conceptual design level. The pre-conceptual plans will show the preferred design over aerial imagery. The output for the proposed design will include a plan view of the proposed roadways showing scaled widths, surfacing, and any intersection treatments, as well as representative cross sections. This level of detailing will not include underground utilities or signage/markings drawings.

The design will be accompanied by a report explaining the various design elements of the chosen scenario as well as the process by which the design scenario was developed and selected. A benefit-cost analysis for the preferred scenario(s) will also be provided. These will then be presented to Town staff and the Board of Selectmen and any feedback received will be reviewed and a final summary report and scenario design will be delivered.

Deliverable: Pre-conceptual design drawings and accompanying report presented to the Town.



2.0 GRANT APPLICATION ASSISTANCE

The extensive foundational work in the first phase of this project, especially the identification of prioritized projects and preferred options, supports the development of compelling grant application materials.

2.1 Detailed Design for Grant Application

In the second phase of the project, Mobycon and partners CMA Eng. will assist with the development of a federal grant application package. The pre-conceptual plans developed in the first phase of the project will be progressed to the conceptual level by CMA to the extent practical without obtaining a survey and rights-of-way. The plans will include any historic plans or GIS information the Town provides. The plans will be formatted such that they can be submitted as part of a competitive grant application for funding opportunities.

Deliverable: Conceptual design drawings of the preferred scenario.

2.2 Grant Application Toolbox

Mobycon will work closely with CMA to develop a grant application toolbox of language, graphics, conceptual design plans, and other resources to support the town's grant applications for federal, state, or other funding opportunities.

The language provided will include a benefit-cost analysis developed based on the U.S. Department of Transportation's Benefit-Cost Analysis Guidance for Discretionary Grant Programs and a discussion of the project's feasibility, addressing historic, cultural, environmental, and maintenance concerns, as well as possible areas of contamination, and other related issues and how they will be addressed.

Deliverable: Toolbox of graphic and text resources to support funding applications and a table of potential funding opportunities.



3.0 PROJECT MANAGEMENT

3.1 Progress Meetings

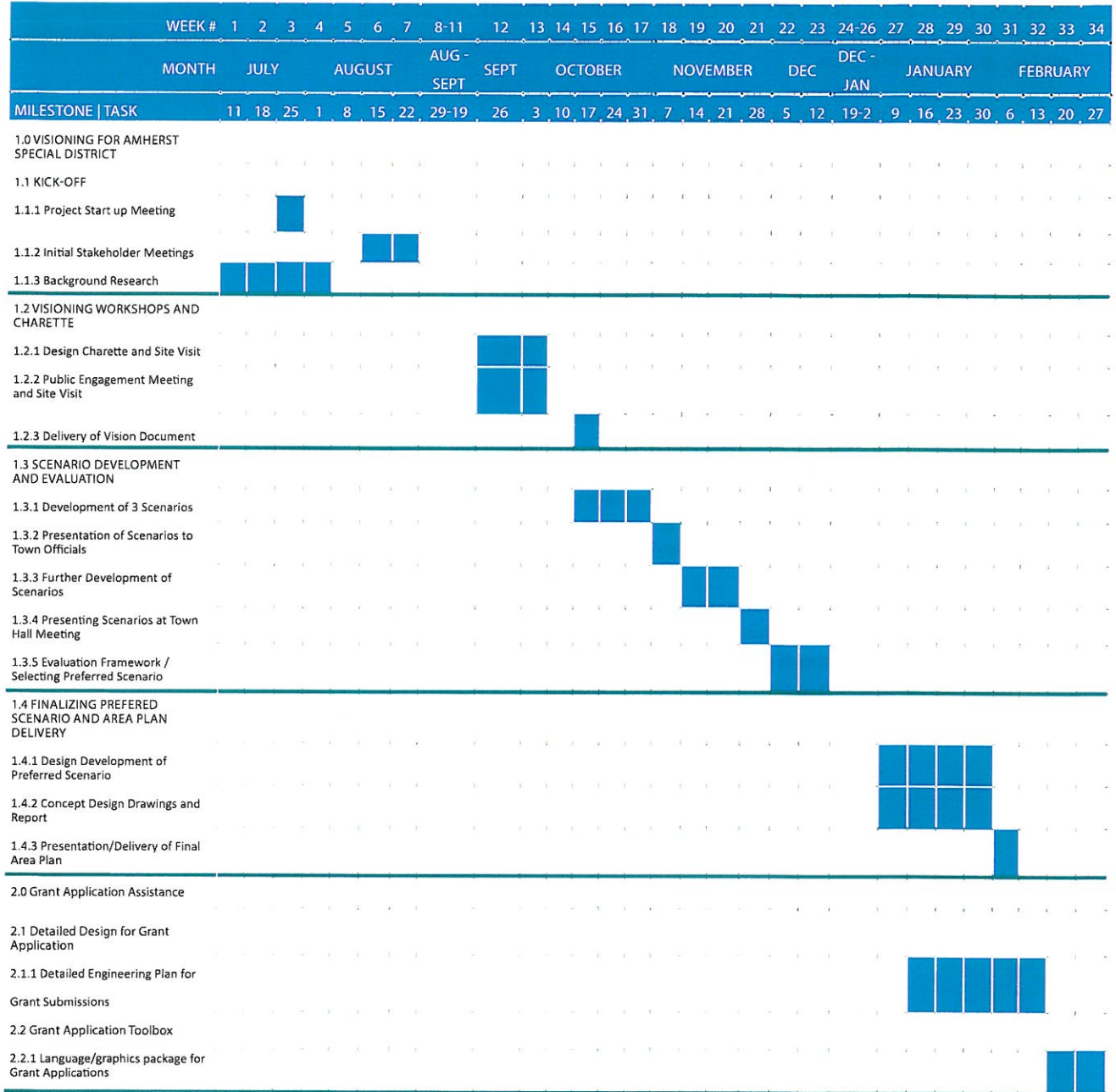
Monthly project meetings will be held throughout the course of the project to keep the Town's project team up to date and ensure the project is progressing as expected. These meetings will take place virtually over video call and Mobycon will provide attendees with a meeting agenda prior to the call as well as meeting minutes within one week of each meeting.

3.2 General Project Management and Logistics

Mobycon will handle all project management, logistics, and quality assurance duties to ensure the efficient delivery of a high-quality outcome. Over the course of the project, Mobycon will remain in close contact with project staff at the Town of Amherst, with project manager Zach Vanderkooy as the primary point of contact. CMA will provide additional local support for in-person communication as needed.



3.3 Project Timeline



3.4 Project Budget

Based on the scope of the work outlined in our Methodology, we propose a fixed fee budget for staff hourly efforts and all expenses of \$97,885. The level of effort is shown in the table below, followed by a detailed budget including the team.

Visioning for Amherst Special District	
1.1 Kick-off	
1.1.1 Project Start up Meeting	\$2,050
1.1.2 Initial Stakeholder Meetings	\$1,950
1.1.3 Background Research	\$2,660
1.2 Visioning Workshops and Charette	
1.2.1 Design Charette and Site Visit	\$7,900
1.2.2 Public Engagement Meeting and Site Visit	\$4,060
1.2.3 Delivery of Vision Document	\$5,320
1.3 Scenario Development and Evaluation	
1.3.1 Development of 3 Scenarios	\$13,250
1.3.2 Presentation of Scenarios to Town Officials	\$2,400
1.3.3 Further Development of Scenarios	\$3,230
1.3.4 Presenting Scenarios at Town Hall Meeting	\$3,530
1.3.5 Evaluation Framework / Selecting Preferred Scenario	\$2,460
1.4 Finalizing Preferred Scenario and Area Plan Delivery	
1.4.1 Design Development of Preferred Scenario	\$5,025
1.4.2 Concept Design Drawings and Report	\$9,290
1.4.3 Presentation/Delivery of Final Area Plan	\$3,700
TOTAL	\$66,825
Grant Application Assistance	
2.1 Detailed Design for Grant Application	
2.1.1 Detailed Engineering Plan for Grant Submissions	\$6,675
2.2 Grant Application Toolbox	
2.2.1 Language/graphics package for Grant Applications	\$2,855
TOTAL	\$9,530
Project Management	
3.1 Monthly Progress Meetings	\$5,400
3.2 General Project Management/Logistics	\$7,780
3.3 Other meetings	\$0
TOTAL	\$13,180
Other Costs	
Hotel	\$1,350
Travel	\$6,000
Allowance	\$1,000
TOTAL	\$8,350
TOTAL PROJECT	\$97,885

Project Dashboard

Shared Street Planning Services, Amherst, NH

PROJECT#:

Phase	Details	ORDER BUDGET POSTS (STAFF POSTS)												DISBURSEMENTS		TOTAL Budget	TOTAL Budget Hrs \$					
		Lemarr Noid (M) Hrs \$175	John DiPrene (M) Hrs \$200	Zach Vanderkoy (M) Hrs \$150	Eveline de Jong (M) Hrs \$135	Philip Corbett (CMA) Hrs \$190.00	Sam Fortier (CMA) Hrs \$140.00	Jasen Beaudet (CMA) Hrs \$155.00	Nick Messina (CMA) Hrs \$120.00	William Gordon (CMA) Hrs \$85.00	Total Budget Hrs \$	Budget										
1	Visioning for Amherst Special District																					
	1.1 Kick-off																					
	1.1.1 Project Start up Meeting	4	\$700	0	\$0	4	\$600	0	\$0	1	\$190	4	\$560	0	\$0	0	\$0	0	\$0	13	\$2,050	
	1.1.2 Initial Stakeholder Meetings	6	\$1,050	0	\$0	6	\$900	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,950	
	1.1.3 Background Research	2	\$350	0	\$0	10	\$1,500	6	\$870	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$2,660	
	1.2 Visioning Workshops and Charrette																					
	1.2.1 Design Charrette and Site Visit	12	\$2,100	14	\$2,800	20	\$3,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	46	\$7,900	
	1.2.2 Public Engagement Meeting and Site Visit	2	\$350	6	\$1,200	8	\$1,200	0	\$0	1	\$190	8	\$1,120	0	\$0	0	\$0	0	\$0	25	\$4,060	
	1.2.3 Delivery of Vision Document	4	\$700	6	\$1,200	12	\$1,800	12	\$1,620	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	34	\$5,320	
	1.3 Scenario Development and Evaluation																					
	1.3.1 Development of 3 Scenarios	12	\$2,100	0	\$0	28	\$4,200	48	\$6,480	1	\$190	2	\$280	0	\$0	0	\$0	0	\$0	91	\$13,250	
	1.3.2 Presentation of Scenarios to Town Officials*	2	\$350	0	\$0	10	\$1,500	2	\$270	0	\$0	2	\$280	0	\$0	0	\$0	0	\$0	16	\$2,400	
	1.3.3 Further Development of Scenarios	4	\$700	0	\$0	6	\$900	10	\$1,350	0	\$0	2	\$280	0	\$0	0	\$0	0	\$0	22	\$3,230	
	1.3.4 Presenting Scenarios at Town Hall Meeting*	10	\$1,750	0	\$0	10	\$1,500	0	\$0	0	\$0	2	\$280	0	\$0	0	\$0	0	\$0	22	\$3,530	
	1.3.5 Evaluation Framework / Selecting Preferred Scenario	6	\$1,050	0	\$0	4	\$600	6	\$810	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	16	\$2,460	
	1.4 Finalizing Preferred Scenario and Area Plan Delivery																					
	1.4.1 Design Development of Preferred Scenario	8	\$1,400	2	\$400	8	\$1,200	15	\$2,025	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	33	\$5,025	
	1.4.2 Concept Design Drawings and Report	2	\$350	2	\$400	18	\$2,700	18	\$2,430	2	\$380	8	\$1,120	2	\$310	2	\$240	16	\$1,960	79	\$9,290	
	1.4.3 Presentation/Delivery of Final Area Plan*	8	\$1,400	4	\$800	10	\$1,500	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	22	\$3,700	
	Total	82	\$14,350	34	\$6,800	154	\$231,100	117	\$15,795	5	\$950	28	\$3,920	2	\$310	2	\$240	16	\$1,360	440	\$66,825	
2	Grant Application Assistance																					
	2.1 Detailed Design for Grant Application																					
	2.1.1 Detailed Engineering Plan for Grant Submissions	0	\$0	0	\$0	0	\$0	4	\$540	2	\$380	22	\$3,080	1	\$155	4	\$480	24	\$2,040	57	\$6,675	
	2.2 Grant Application Toolbox																					
	2.2.1 Language/graphics package for Grant Applications	1	\$175	0	\$0	6	\$900	0	\$0	2	\$380	10	\$1,400	0	\$0	0	\$0	0	\$0	19	\$2,855	
	Total	1	\$175	0	\$0	6	\$900	4	\$540	4	\$380	32	\$4,480	1	\$155	4	\$480	24	\$2,040	57	\$9,830	
3	Project Management																					
	3.1 Monthly Progress Meetings	10	\$1,750	0	\$0	15	\$2,250	0	\$0	0	\$0	10	\$1,400	0	\$0	0	\$0	0	\$0	35	\$5,400	
	3.2 General Project Management/Logistics	0	\$0	0	\$0	40	\$6,000	0	\$0	2	\$380	10	\$1,400	0	\$0	0	\$0	0	\$0	52	\$7,780	
	3.3 Other meetings?	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	Total	10	\$1,750	0	\$0	55	\$8,250	0	\$0	2	\$380	20	\$2,800	0	\$0	0	\$0	0	\$0	87	\$13,180	
4	Other Costs																					
	Hotel	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	Travel	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	Allowance	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	Total	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
	TOTAL PROJECT	93	\$16,275	34	\$6,800	215	\$322,240	121	\$16,235	11	\$1,710	40	\$11,200	2	\$455	6	\$720	40	\$3,400	544	\$89,655	

*Person during site visit
 * Could be delivered in person or virtually, depending on travel budget, staff availability, and client wishes



555 South Mangum Street
Suite 100
Durham, NC 27701

Phone: +1 (704) 740 0614
Email: info@mobycon.com

www.mobycon.com



DEPARTMENT OF PUBLIC WORKS

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

eslosek@amherstnh.gov

BID NUMBER #01-23

Amherst Shared Street Planning Services

INVITATION TO BID

The Town of Amherst NH is pleased to notify you that your firm has been selected through the RFQ process to submit a proposal for our project titled “**Amherst Shared Street Planning Services.**” Proposals for contract shall be submitted to the Town Administrator’s Office, 2 Main Street, Amherst, New Hampshire for planning and consulting engineering firm or firms to assist the Town with planning integrated mobility improvements in the Historic Amherst Village.

Bidding Documents may be obtained, at no charge, from the Public Works Office at 22 Dodge Road in Amherst, NH, between the hours of 8AM and 3PM, Monday through Friday.

Bids will be received at the Town Administrator’s Office, 2 Main Street Amherst, NH, until 1 PM, Tuesday, July 5, 2022. Shortly thereafter, bids will be publicly opened and read aloud at any available Town Hall office, 2 Main Street, Amherst NH.

Award will be by the Board of Selectmen at a regular board meeting sometime on or around July 11, 2022.

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

BID NUMBER #01-23

Amherst Shared Street Planning Services

CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH:

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number 01-23, ***Amherst Shared Street Planning Services***, with General Provisions and other bid documents and binds himself/herself and his/her company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for the project, in Amherst, NH. The scope of work is as follows:

The consultant shall demonstrate, through the creation of plans, letters, documents, etc., how shared streets could be implemented in the Amherst Village, which may include innovative multimodal facilities: complete streets, shared space, slow streets, cycle tracks, multi-use pathways, protected intersections, and roundabouts. Developed collaboratively with the Town staff and public, the planning efforts shall focus on retrofitting this area to create a safe and attractive street network within the context of the historical Amherst Village, a national historic district. The consultant shall use this planning effort for outreach to the public and stakeholders, network visioning, concept development, and high-level cost estimates to support federal grant applications.

The scope of work shall include two overlapping areas of focus:

1. Amherst Village Special Multimodal District

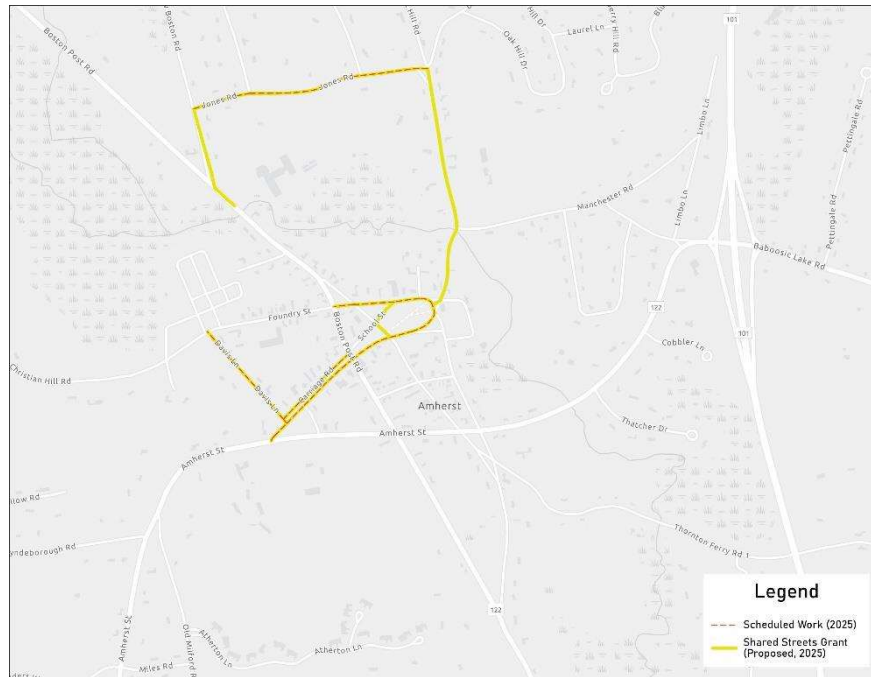
Shall produce a general vision/plan for an area-wide multimodal district in the Amherst Village, consistent with the content of this RFP, that can be implemented at the time of future road reconstruction in the area specified below:



Amherst St (between Main St and Narragansett Rd); Boston Post Rd (between Courthouse Rd and New Boston Rd); Carriage Rd; Church St; Courthouse Rd; Cross St; Foundry St; Jones Rd; Knight St; Mack Hill Rd (between Jones and Manchester Rd); Manchester Rd (between Main St and Narragansett Rd); Middle St; Narragansett Rd; New Boston Rd (between Boston Post Rd and Jones Rd); Old Jailhouse Rd; Pierce Ln; School St; Sunset Ave; Thornton Ferry Rd I (between Courthouse Rd and the B&M Rail Bed). (See map at end of document for greater detail).

2. Shared Streets Proposal for Grant Applications

Shall produce a focused plan for a specific project of sufficient detail to submit as a competitive grant application for federal, state, or other funding opportunities; to utilize a “shared streets” vision in this design, where appropriate; intended to be the first implementation of the Amherst Village Special Multimodal District described above in section 1; to include language that can be submitted in a grant application, such as a benefit-cost analysis; and with the greatest degree of detail allowable within this project’s budget in the area specified below:



Boston Post Rd (between Wilkins School and New Boston Rd); Carriage Rd; Church Street; Davis Lane; Jones Rd; Mack Hill Rd (between Jones and Manchester Rd); Manchester Rd (between Main St and Mack Hill Rd); New Boston Rd (between Boston Post Rd and Jones Rd); and general intersection improvements at the intersection of Boston Post Rd and Main St/Carriage Rd.

This project is intended to coincide with 2025 scheduled road work along Carriage Rd, Church St, Davis Ln, Jones Rd, and Main St.

Budget

The Town’s budget for this project is \$98,000.00.

Procurement Process

Proposals are due to be received at the office of the Town Administrator, at Town Hall, 2 Main Street, Amherst, NH 03031, no later than 1:00 PM on Tuesday, July 5, 2022. Proposals will be opened by the Town and will be a matter of public record. ***Included Bid Submission Form must be completed. Submitted proposals shall be valid for thirty (30) days from the bid opening date. Contract documents included in Attachments A & B will follow award.***

The Town of Amherst reserves the right to accept or reject any or all proposals, to waive any informalities, and to select a firm or firms at the Town's sole discretion. There is no assurance of any given quantity of work that will be assigned to a firm or firms selected through this procurement.

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

Bid Submission Form

Name of Bidder: _____

Street Address: _____

Town/City: _____ State: _____ Zip: _____

Business Phone Number: _____

Business Contact Name: _____

Email: _____

Amherst Shared Street Planning Services:

Lump Sum Price (Not to Exceed): \$ _____

(Written Words)

Allowance (if any) for survey work included in Lump Sum price:

\$ _____

(Written Words)

If no allowance for survey work, list per/hour rate for survey work:

\$ _____

(Written Words)

Bids should be mailed to the following address clearly labeled with the firm's name, and project name "Amherst Shared Street Planning Services":

**Town Administrator's Office
2 Main Street
Amherst, NH 03031**

Bids must be submitted no later than 1 PM on Tuesday, July 5, 2022.

All Proposals shall be valid for a period of thirty (30) days from the bid opening date.

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

Attachment A

AGREEMENT

This AGREEMENT is made on July ___, 2022, BETWEEN the Owner: Town of Amherst and the Contractor: _____

for the following Project:

Amherst Shared Street Planning Services

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

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

- 1) Invitation to Bid.
- 2) Contractor's Proposal.
- 3) Agreement, Attachment A, dated June 18, 2022.
- 4) General Provisions, Attachment B, dated June 18, 2022.
- 5) Any issued addenda.
- 6) This agreement signed by the Owner and the Contractor.

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

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

The date of commencement shall be the date of award by the Board of Selectmen. The **Contractor shall substantially complete the work no later than May 5, 2023**, subject to adjustments by change order.

**ARTICLE III
CONTRACT SUM**

Subject to additions and deductions by Change Order, the Contract Sum for **Amherst Shared Street Planning Services**, is:

Lump Sum Price (Not to Exceed): \$ _____

(Written Words)

Allowance (if any) for survey work included in Lump Sum price:

\$ _____

(Written Words)

If no allowance for survey work, list per/hour rate for survey work:

\$ _____

(Written Words)

**ARTICLE IV
PAYMENT**

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

1. Submittals shall be for completed work only.
2. Work shall be certified, and payment made, within 20 working days.
3. Payment Security is included and will be required if total bid exceeds \$25,000.

This planning services Agreement entered into as of the day and year first written above.

OWNER, by its Selectmen

CONTRACTOR

Peter Lyon, Chairman

(Signature)

Thomas Grella, Vice Chair

Printed name, title, and address

Danielle Pray, Clerk

John D'Angelo

William Stoughton

Or,

Dean E. Shankle, Jr., Ph. D, Town Administrator

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

Attachment B
June 18, 2022

General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Amherst Bid # 01-23, Amherst Shared Street Planning Services" and will be received at the Administrator's Office, Town Offices, 2 Main Street, Amherst, NH, until 1:00 PM, Tuesday, July 5, 2022.
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Town Hall, 2 Main Street, Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.

8. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
10. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
11. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
12. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
13. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.

A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.

B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

(1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident.

(2) Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of one accident or all accidents.

C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insured on all policies required, except Worker's Compensation.

D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.

15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.

16. Work on this project shall commence after award by the Board of Selectmen at a regular Board meeting, and after signing of the contract, and shall be completed in its entirety prior to **May 05, 2023**.

17. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid (if applicable).

18. The bidder will guarantee the work and materials and the work and the work and materials of all subcontractors for a period of one (1) year from the date of acceptance of the work by the Town and agree to leave the work in perfect order at completion. Neither the final certificate of payment nor any provision in the Contract documents shall relieve them of responsibility for negligence, or faulty materials, or workmanship within the extent and period provided by law, and upon written notice they shall remedy any defaults due thereto and pay all expenses

for any damage to work resulting there from. It is hereby specifically agreed and understood that this guarantee shall not include any cause or causes other than defective work or materials. It is further understood that the Board of Selectmen shall be the final judge as to whether or not any defect is a defect in workmanship and/or materials, which is the bidder's responsibility.

19. The Contract Documents shall include the "Invitation to Bid", "Proposal", "General Provisions", and any issued addenda, and the final executed "Contract Agreement".

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

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

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

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
- B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.

C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.

23. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.

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

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

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

25. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.

Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

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

hereinafter called the Owner and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of _____ dollars, (\$_____) in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the **OWNER**, dated the _____ day of _____ 2022, a copy of which is hereto attached and made a part hereof for:

Amherst Shared Street Planning Services

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on

machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and for all labor cost incurred in such Work including subcontractors, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WHITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____ 2022.

ATTEST:

(Principal)

By: _____
(Principal) Secretary

(SEAL)

BY: _____

(Address)

By: _____
Witness as to Principal

(Address)

(Surety)

ATTEST:

BY: _____

Attorney-in-Fact

By _____
Witness to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AFR Biannual Update
Meeting Date: July 11, 2022

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

This is the biannual update that follows the strategic planning process delivered to the BOS in September of 2021.

BUDGET IMPACT:

(Include general ledger account numbers)

Nothing at this time.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

Not required at this time.

SUGGESTED MOTION:

Not required at this time.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. AFR Biannual Update 7.6.2022



July 11, 2022

AMHERST FIRE RESCUE BIANNUAL UPDATE: October 1, 2021 - June 30, 2022

Calls for Service

10/1/2021 through 6/30/2022

- Medical Calls 788, Amherst 629 & MV 94
- Mutual aid given: 65
- Milford: 45
- Other: 20

10/1/2020 through 6/30/2021

- Medical Calls 640, Amherst 525 & MV 66
- Mutual aid given: 49
- Milford: 37
- Other: 12

Calls for Service (cont.)

10/1/2021 through 6/30/2022

- Fire calls: 309
- Mutual Aid given: 11
- Mutual Aid received: 6

10/1/2020 through 6/30/21

- Fire calls: 325
- Mutual Aid given: 13
- Mutual Aid received: 8

Education & Training

- One firefighter (FF) completed the EMT (Emergency Medical Technician) program.
- Two FF/Advanced EMT's (AEMT) are enrolled in a paramedic program (one starts in August the other in September).
- Two firefighters have passed the State CPAT (Candidates Physical Ability Test) putting them on the eligible list to become full time firefighters in NH.
- One Paramedic / FF is enrolled in a FFI program which begins in August.
- Two firefighters completed the FFI program.
- One of our A-EMT's is now part of USAR (Urban Search & Rescue) FEMA Task Force 1 out of MA.

Education & Training (cont.)

- One Fire Lt/AEMT completed the Fire Officer1 program.
- Three FF's have become driver / operators while another two have expanded the number of vehicles they can drive / operate.
- Our Cardio-Pulmonary Resuscitation (CPR) initiative continued with the recertification of our firefighters and CERT group (Citizens Emergency Response Team).
- AFR continues to host Advanced Life Support trainings for Advanced EMT's, Paramedics and Nurses from Southern NH Medical Center.
- AFR continues monthly EMS continuing education for review of knowledge keystones and current trends

Projects & Events

- AFR had the opportunity to present an educational outreach program to the residents of the Falls.

- Their new AED
 - Considerations
 - Tips
- File of Life
 - Medical info
 - Time saver in emergencies
- Safety in the home
 - Minimize clutter
 - Extension cords

A 'FILE OF LIFE' medical information form is displayed. The form includes sections for 'Recent Surgery', 'MEDICAL CONDITIONS', 'ALLERGIES', and 'MEDICAL INSURANCE'. It contains various checkboxes and text fields for recording patient information. The form is titled 'FILE OF LIFE' in a red banner at the top.

Projects & Events (cont.)

- Hosted a Blood Drive in October, with others scheduled for the fall of 2022.
- Community Paramedicine checking in on the elderly folks as well as others that we have transported or assisted them in their home on multiple occasions.
- Committee assembled with RFP's for the replacement of Engine 5 and Ambulance 2.
- Started the process to acquire a replacement of our 2009 pick-up that is also part of the Capital Improvement Plan and our Strategic Plan.

PROJECT & EVENTS (CONT.)

- COVID-19
 - Causing a change in how we do business:
 - Closing the stations to the public and our families.
 - Suspend outside prevention presentations.
 - Drive up / walk in medical calls are handled with the ambulance meeting them in the parking lot.
 - Operate under adjusted protocols from the State.
 - Acquire additional Personal Protective Equipment (PPE).
 - State Division of Forest & Lands has enhanced the online permit system allowing for us to open and close the system based on weather conditions Daily and weekly Burn Permits available online.

Thank You!

Any questions or comments?



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

Title: Community Development Update

Department: Community Development
Office

Meeting Date: July 11, 2022

Staff Contact: Nic Strong

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Community Development Biannual Update Presentation 7.11.22

WELCOME TO



AMHERST, *NEW HAMPSHIRE*



July 2022

OFFICE OF COMMUNITY DEVELOPMENT DEPARTMENT UPDATE

MISSION

The Amherst Office of Community Development provides excellent customer service, professional assistance and technical expertise in a consistent and fair manner to all its users on:

- the implementation of land use ordinances, regulations and policies;
- the issuance of building permits and the provision of inspections during the construction process;
- the enforcement of codes and ordinances.

Through community outreach and engagement, and support to appointed and elected Boards and Commissions, the Amherst Office of Community Development works to plan for the future sustainable development of the community while respecting individual rights and protecting historical and cultural resources and the natural environment.

VALUES

The following core values represent the beliefs and behaviors that guide us in all the Office of Community Development's activities:

- × **Customer service**
- × **Integrity**
- × **Equitable service**
- × **Support**
- × **Transparency**
- × **Efficiency**
- × **Knowledge**

OVERVIEW

The Amherst Office of Community Development includes building, code enforcement, planning, zoning, and economic development functions.

The Office provides support to the Town's Zoning Board of Adjustment, Planning Board, Historic District Commission, Conservation Commission, and the Heritage Commission. The Office also supports the Capital Improvement Program Committee, Bicycle and Pedestrian Advisory Committee, and the Master Plan Steering Committee and assists other Town Departments and Boards as needed.

HISTORICAL TRENDS

BUILDING PERMIT APPLICATION HISTORY

Building Permit Application History													
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
New SF Residential (including Condos)	14	8	34	10	13	24	12	35	37	36	37	37	10
Residential Additions/Alterations	142	119	109	175	127	166	302	207	259	278	259	353	162
Commercial/Industrial new	0	1	1	2	1	2	2	1	1	3	2	5	2
Commercial/Industrial additions/alterations	15	13	25	19	15	18	18	14	12	13	28	32	9
Signs	22	26	32	34	39	50	52	22	17	14	17	13	7
Pools	15	8	7	5	10	6	1	3	9	4	22	20	16
Demolition	24	16	12	13	21	12	4	12	6	6	12	6	0
Septic Systems	47	60	50	48	92	58	40	53	56	71	69	93	40
Electrical	112	103	146	247	191	212	235	226	226	219	226	309	148
Electrical (for generator)						72	30	33	54	31	19	36	11
Plumbing	20	7	5	77	80	90	87	112	161	101	83	103	42
Mechanical	57	43	33	276	307	372	313	340	408	439	426	574	208
Home Occupations	7	1	7	4	3	6	8	2	4	3	7	2	0
Total	475	405	461	910	899	1088	1104	1060	1250	1218	1207	1583	655

(as of 6/29/22)

PLANNING BOARD APPLICATIONS

Planning Board	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Scenic Road Hearings	2	2	1	1	3	2	2	2	1	3
Non-Residential Site Plans (NRSP)	7	6	3	4	3	2	3	9	6	10
Subdivision	3	1	8	7	6	3	6	4	4	7
Lot Line Adjustment	6	1	4	2	0	0	0	4	1	3
Conceptual Discussions	3	4	2	2	2	8	9	3	1	6
Sign Master Plan	3	1	0	0	0	0	0	2	0	0
Compliance Hearing	2	1	0	0	0	0	0	0	1	0
Conditional Use Permit	0	0	4	2	2	3	6	11	6	8
Total	26	16	22	18	16	18	26	35	20	37

ZONING BOARD OF ADJUSTMENT APPLICATIONS

Zoning Board of Adjustment	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Variance	23	16	27	12	12	14	9	15	10	7
Special Exception	2	3	3	0	0	0	0	1	1	0
Appeal of Administrative Decision	3	0	1	2	1	0	0	1	1	0
Equitable Waiver	1	0	1	0	0	1	1	0	0	0
Variance for the Handicapped	1	0	0	0	0	0	0	0	0	0
Rehearing Request	~	~	~	~	~	~	~	~	0	0
Total	30	19	32	14	13	15	10	17	12	7

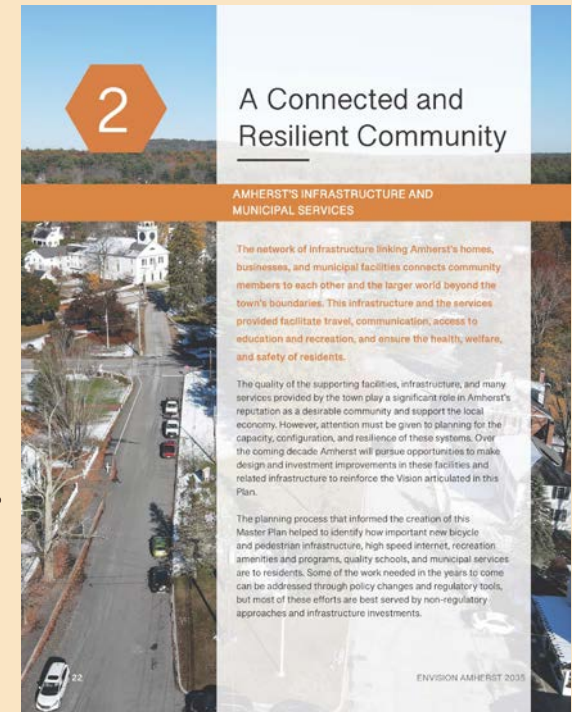
HISTORIC DISTRICT COMMISSION APPLICATIONS

Historic District Commission	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
New Building	0	1	1	1	2	0	1	0	0	1
Ext. Building Mods/Alterations	36	7	10	14	10	9	14	10	9	20
Building Additions	0	0	0	4	5	4	1	1	2	0
Tree Removal	31	11	4	0	0	0	0	0	0	0
Fence/Landscaping	13	2	0	0	0	0	0	10	0	0
Mechanical Equipment	3	2	3	3	1	2	2	2	3	5
Demolition	0	1	0	0	0	0	0	0	0	0
Sheds/Accessory Structures	0	0	3	2	0	2	9	5	5	2
Other	0	0	3	4	4	13	4	2	1	0
Total	83	24	24	28	22	30	31	30	20	28

UPDATES

Master Plan

- ✘ Draft plan is being reviewed by Master Plan Steering Committee
- ✘ Draft to be presented to Planning Board August 17th
- ✘ Public input session in September
- ✘ Adoption in September/October



UPDATES

- State legislature has passed HB 1681 to update the State Building Code to 2018 ed. (awaiting Gov.'s signature)
 - Will require additional training & seminars by staff and education to the public/ contractors/ applicants.
 - New law also includes provision for using current/ existing Codes for existing applications and a 6-month grace period that applicants can choose the '15 or '18 Codes to use in their application/ work. Will require additional work by staff to monitor, review and inspect accordingly.
- State legislature has passed SB 443 that changes if/when municipality adopts or amends local amendments to Building Code. (Signed by Gov 6/17)
 - Requires State Building Code Review Board to approve any amendments or secondary adoption of State Code prior to its adoption by municipality. Will require us to monitor any proposed changes and work with Boards to make sure compliance is followed.

UPDATES

- State legislature has passed SB 398 that replaces the joint committee on code enforcement with a standing advisory committee to review building and fire code adoptions (Signed, now RSA 153:4-b)
 - + The intent of this is to continuously update codes in NH. Requires staff to monitor and stay abreast of updates and legislative process. Will require training/ seminars on regular basis.

QUESTIONS?



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Easement Agreement Signature

Department: Community Development
Office

Meeting Date: July 11, 2022

Staff Contact: Nic Strong

BACKGROUND INFORMATION:

As part of the approval of a subdivision on North Street in 2021, the Planning Board required the submission of an easement to the Town with regard to stormwater management and treatment facilities. Please see attached Notice of Decision and the minutes of the 9/15/21 meeting.

Town Counsel reviewed the attached easement agreement at the applicant's expense and the attached final version is ready for the Board to sign.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 003-093-000 Easement Plat (04-11-2022)
2. 003-093-000 PB Subdivision NOD Granted 9.15.2021 SIGNED
3. 003-093-000 Proposed Stormwater Easement Town final (003)
4. Section copy 9.15.21 PB Mins Map 3 Lot 93

NOTES

- 1) THE PURPOSE OF THIS PLAN IS TO DEPICT THE NEW STORMWATER EASEMENT BURDENING TAX MAP 3 LOT 93-2, LOCATED AT 70A NORTH STREET IN AMHERST.
- 2) THIS PARCEL OF LAND (MAP 3 LOT 93-2) DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS INTERPOLATED FROM THE FLOOD INSURANCE RATE MAPS (FIRM) FOR HILLSBOROUGH COUNTY, NEW HAMPSHIRE (ALL JURISDICTIONS) #33011C0457D & #33011C0459D, BOTH HAVING EFFECTIVE DATES OF SEPTEMBER 25, 2009.
- 3) THE BEARING SYSTEM OF THIS PLAN IS BASED ON NH NAD83 STATE PLANE GRID.
- 4) THIS PLAN IS INTENDED TO BE AT THE DEPICTED SCALE WHEN PLOTTED ON 22x34 (ANSI D) SIZE PAPER.
- 5) ALL DISTANCES, UNLESS OTHERWISE INDICATED, ARE US SURVEY FEET HORIZONTAL DISTANCES.
- 6) ALL ZONING INFORMATION SHALL BE VERIFIED PRIOR TO ANY BUILDING OR CONSTRUCTION ACTIVITY.

PLAN OF REFERENCE

1) "SUBDIVISION PLAT, MAP 3, LOT 93, AMHERST, NEW HAMPSHIRE"; PREPARED FOR: UNIFIED DEVELOPMENT, LLC; PREPARED BY: PROMISED LAND SURVEY, LLC; DATED: APRIL 13, 2021; SCALE: 1"=50'. SEE HILLSBOROUGH COUNTY REGISTRY OF DEEDS (HCRD) PLAN No. 41194.

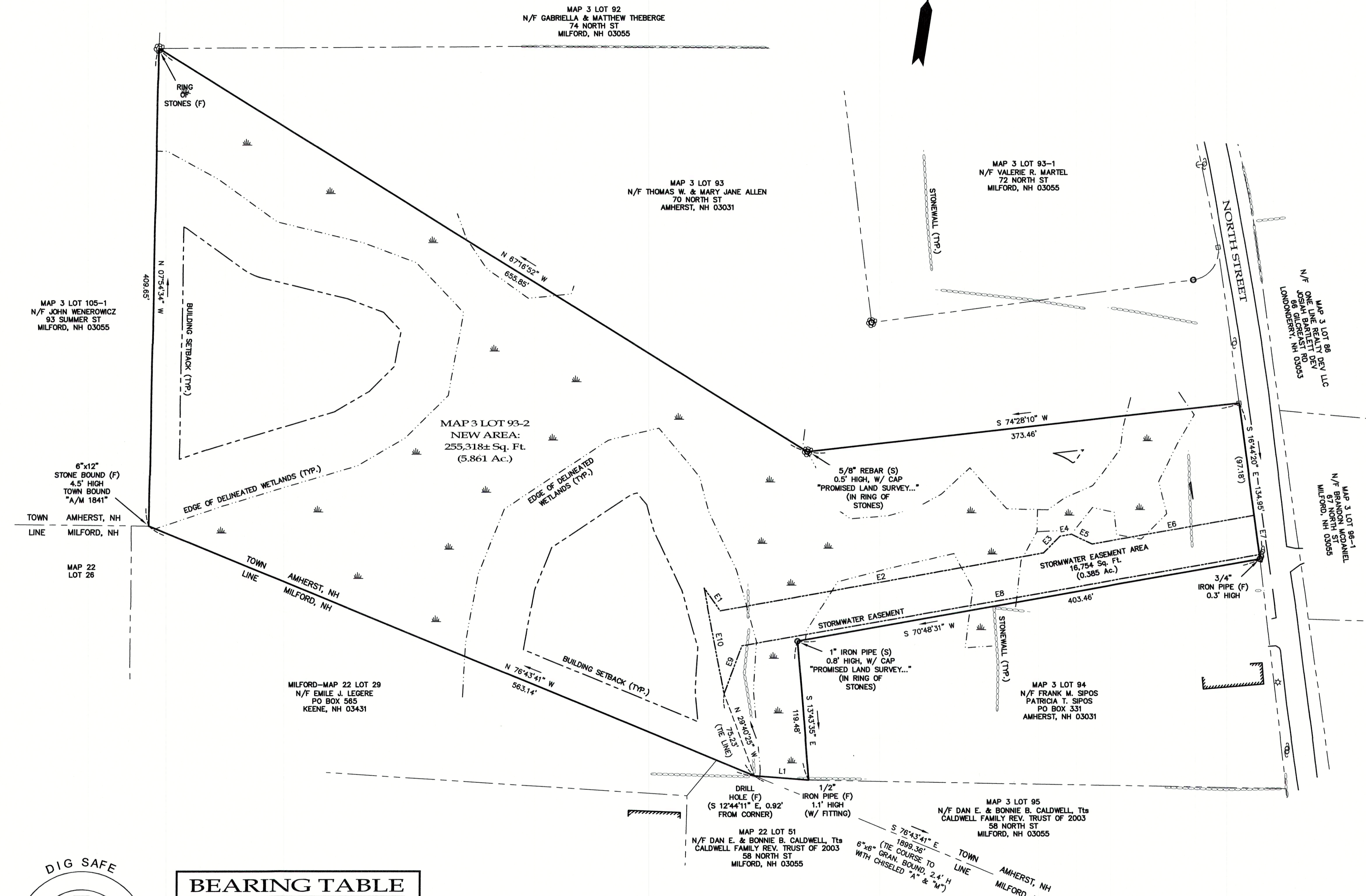
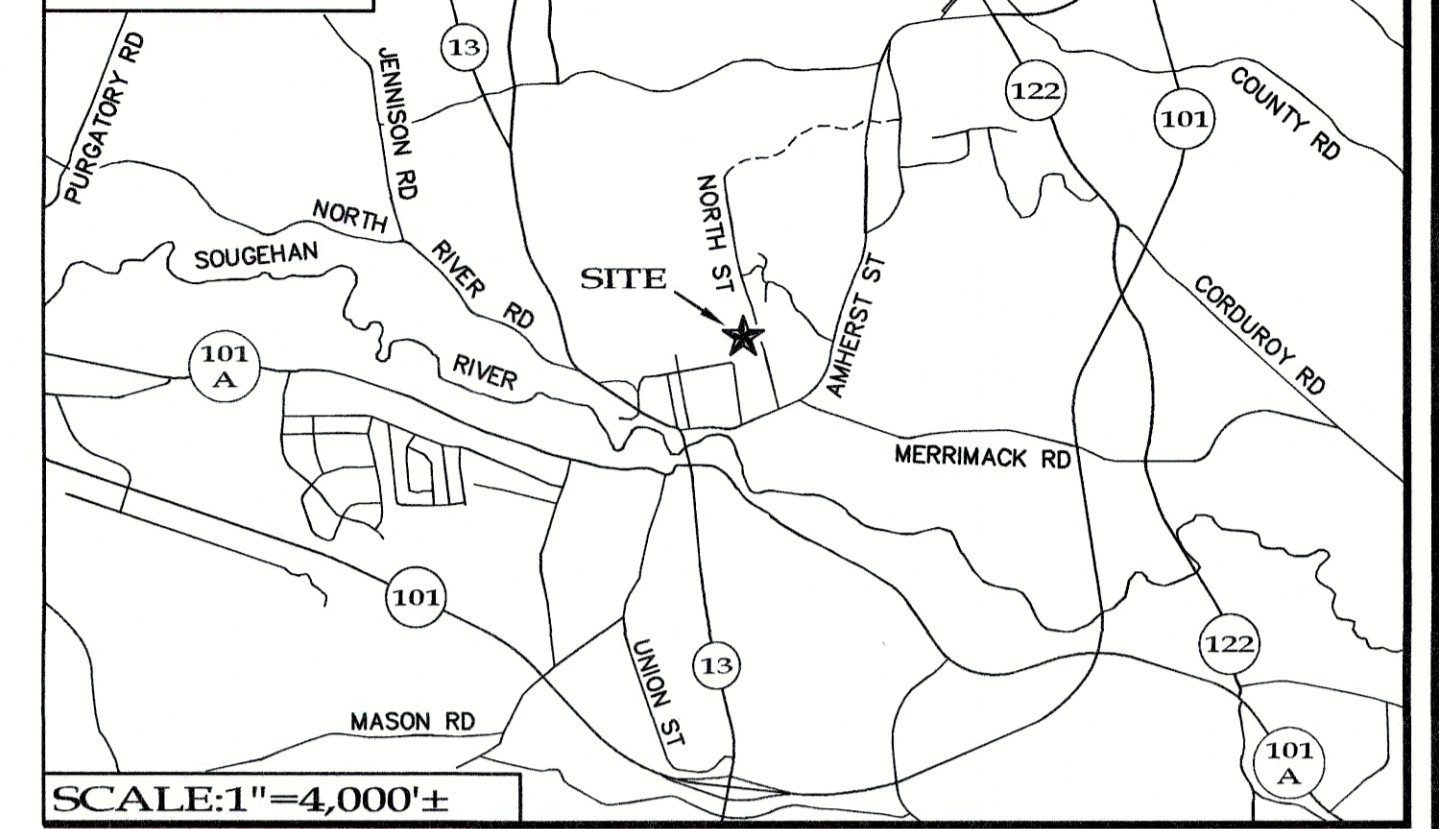
DATUM

HORIZONTAL: NAD83-2011
VERTICAL: NAVD88 - GEOID12A

ZONING

RR (RESIDENTIAL/RURAL) MINIMUM:
AREA: 2.00 ACRES
FRONTAGE: 200'
SETBACKS:
FRONT - 50'
SIDE - 25'
REAR - 25'
WETLANDS
SIGNIFICANT - 50'
OTHER - 25'

LOCUS MAP



LAND OWNER OF RECORD
UNIFIED DEVELOPMENT, LLC
3 TECH CIRCLE
AMHERST, NEW HAMPSHIRE
HILLSBOROUGH COUNTY REGISTRY OF DEEDS BOOK 9159 / PAGE 0634

LAND SURVEYOR'S CERTIFICATION
I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.
I FURTHER CERTIFY THAT I HAVE FILED A COPY OF THIS PLAT WITH THE TOWN OF AMHERST, NH IN ACCORDANCE WITH RSA 676.18 IV.

TIMOTHY A. PELOQUIN, LLS
DATE: 04-11-2022

EASEMENT PLAT
MAP 3 LOT 93-2
UNIFIED DEVELOPMENT, LLC
70A NORTH STREET
AMHERST, NEW HAMPSHIRE
APRIL 04, 2022
LAND OWNER OF RECORD:
UNIFIED DEVELOPMENT, LLC
3 TECH CIRCLE
AMHERST, NH 03031
SCALE: 1"=50' SHEET 1 OF 1

PREPARED BY:

Promised Land Survey, LLC
PO Box 447
Derry, New Hampshire 03038
Tel: (603) 432-2112
www.PromisedLandSurvey.com
•Land Surveying •Mapping •Planning •Permitting •Layout

REVISIONS

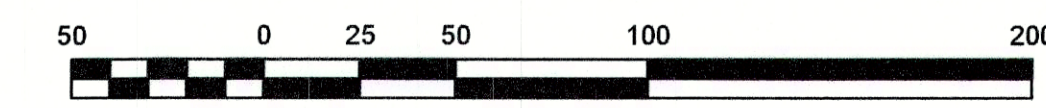
NO.	DATE	DESCRIPTION	BY

BEARING TABLE (EASEMENT)

LINE	BEARING	DISTANCE
E1	S 44°44'53" E	23.99'
E2	N 70°44'34" E	282.31'
E3	N 39°48'05" E	19.98'
E4	N 70°48'31" E	10.00'
E5	S 73°25'19" E	19.63'
E6	N 70°48'31" E	141.40'
E7	S 16°44'20" E	34.03'
E8	S 70°54'30" W	451.28'
E9	S 11°40'42" W	44.03'
E10	N 19°50'12" W	192.33'

BEARING TABLE

LINE	BEARING	DISTANCE
E1	S 85°19'29" W	46.66'



N:\Carlson\2020_2938\DWG\42938s1.dwg



Town of Amherst, New Hampshire
Office of Community Development
Building · Code Enforcement · Planning · Zoning · Economic Development

**TOWN OF AMHERST
PLANNING BOARD
NOTICE OF DECISION**

CASE #: PZ14355-061021
MEETING DATE: September 15, 2021
CREATED BY: Natasha Kypfer, Town Planner
ZONING DISTRICT: Residential Rural (RR) with Wetland & Watershed Conservation District (WWCD) Overlay
APPLICATION DESIGNATION: Final Minor Subdivision
PLAN TITLE and DATE: Subdivision Plat Map 3 Lot 93 Unified Development, LLC 70 North Street Amherst, New Hampshire April 13, 2021
Scale: 1" = 50'
PROPERTY OWNER: Unified Development, LLC
APPLICANT/AGENT: Promised Land Survey, LLC
MAP/LOT: Map 3 Lot 93
LOT SIZE: Map 3 Lot 93 (existing) = 9.214 acres
Map 3 Lot 93 (proposed) = 3.352 acres
Map 3 Lot 93-2 (proposed) = 5.861 acres
ROAD FRONTAGE: North Street
LOCATION OF PROPERTY: 70 North Street

You are hereby notified that your Subdivision as cited above has been conditionally approved by majority vote of the members of the Planning Board on September 15, 2021, on the motion:

I **MOVE** to approve Case #PZ14355-061021 for Unified Development, LLC, for the above cited Final Subdivision of Map 3 Lot 93 into two lots, with frontage on North Street, with the following conditions:

CONDITIONS PRECEDENT:

The following conditions must be satisfied prior to the Planning Board Chair signing the plans.

1. Submission of revised plans in the number required by the Subdivision Regulations and that include all of the checklist corrections, any corrections as noted at this hearing and any waivers granted.
2. Submission of the mylar for recording at the HCRD.
3. Bounds should be set on the final plat or a separate certification of bounds set will be required to be recorded at the Hillsborough County Registry of Deeds at the applicant's expense.

4. Receipt of State Subdivision Approval and listing of the approval number on the final plat.
5. Receipt of Dredge and Fill Permit from NHDES and listing of the permit number on the final plat.
6. Receipt of approval of Conditional Use Permit for the wetland crossings for the driveway to Map 3 Lot 93-2.
7. Receipt of a certificate from the Tax Collector that all liens are paid.
8. Verification from the town engineer that the plans and stormwater management plan are acceptable.
9. Submission of security required for installation and maintenance of erosion and sedimentation controls throughout the construction period and for site restoration and landscaping as specified in the Non-Residential Site Plan Review Regulations and acceptable to the Planning Board based on an estimate to be provided by the applicant and reviewed by KNA at the applicant's expense or an estimate to be provided by KNA at the applicant's expense, if required.
10. Payment of any outstanding fees related to the subdivision application and/or the recording of documents with the HCRD.

SUBSEQUENT CONDITIONS:

The following conditions subsequent shall be met during construction and on an on-going basis:


1. The applicant shall comply with all of the Town of Amherst's Subdivision Regulations.
2. The approval is based upon the plans, specifications and testimony submitted to the Planning Board. Acceptance and approval by the Board of the submission shall constitute an agreement between the Town and the applicant that subdivision and development of the land in question shall be done as detailed on the final plat/s. Deviation from the approved final plat requires the consent of the Board.
3. The applicant is assessed impact fees in accordance with the Amherst Impact Fee Schedule approved on June 22, 2020, at the residential rate, with the exact amount of the fees to be calculated by the Community Development Office based on the final square footage determinations. Said impact fees to be collected in accordance with the Impact Fee Ordinance.
4. The landowner of proposed Lot 3-93-2 shall submit to the Community Development Office, by September 1 each year, an annual report prepared by a

qualified professional confirming that all stormwater management and measures have been maintained as required and are functioning per the approved stormwater management plan. The annual report shall note if any stormwater infrastructure has needed any repairs other than routine maintenance and the results of those repairs. If the stormwater infrastructure is not functioning per the approved stormwater management plan the landowner shall report on the malfunction in its annual report and include detail regarding when the infrastructure shall be repaired and functioning as approved. [Regs 7.A.11]

5. Easements to the Town shall be granted allowing periodic inspection of stormwater management and treatment facilities. A permanent easement to the Town shall be granted to allow maintenance, reconstruction, or replacement of the stormwater management and treatment facilities. Granting of these easements shall not relieve the applicant and/or landowner from its design, construction, inspection, and maintenance responsibilities under the applicable regulations, and shall not obligate the Town to undertake those responsibilities. All easements granted shall be recorded at the Hillsborough County Registry of Deeds by the Applicant at its expense. [Regs 9.G]
6. There shall be reference to the maintenance and reporting requirements for stormwater management features in the property deed, to run with the land.

ACTIVE AND SUBSTANTIAL DEVELOPMENT OR BUILDING AND SUBSTANTIAL COMPLETION OF IMPROVEMENTS:

1. Within 24 months after the date of approval, the following items must be completed in order to constitute “active and substantial development or building” pursuant to RSA 674:39,I, relative to the 5-year exemption to regulation/ordinance changes:
Building foundation be poured
2. The following items must be completed in order to constitute “substantial completion of the improvements” pursuant to RSA 674:39,II, relative to final vesting:
Construction of the driveway as complete


Natasha Kypfer
Town Planner

9-21-2021
Date

\\Toadddc01\data\Departments\Community Development\Properties\003\003-093-000\003-093-00 PLANNING BOARD\2021 SUBDIVISION\003-093-000 PB Subdivision NOD Granted 9.15.2021.docx

NMK/

9-21-2021

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the “**Easement Agreement**”) is executed and effective this ___ day of _____ 2022 by and between Unified Development, LLC, a New Hampshire Limited Liability Company, with an address of 3 Tech Circle, Amherst, NH 03031 (the “**Grantor**”) and the Town of Amherst, New Hampshire, with an address of 2 Main Street, Amherst, NH 03031 (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of the land with the improvements thereon, if any, with frontage on North Street and located at 70A North Street, Amherst, New Hampshire by virtue of Warranty Deed from Anthony P. Matarazzo, Maria C. Matarazzo, Gelsa A. Matarazzo (a/k/a Gelsa F. Matarazzo) and Joseph Tropiano, Esquire, Administrator of the Estate of Anthony S. Matarazzo to Unified Development, LLC recorded on April 12, 2019, in the Hillsborough County Registry of Deeds at Book 9159, Page 0634, which is legally described in Exhibit A attached hereto and incorporated herein by this reference (the “**Grantor Property**”) and as further shown on that certain plan of land entitled “Subdivision Plat Map 3 Lot 93 Unified Development, LLC 70 North Street Amherst, New Hampshire” as recorded with said Registry of Deeds at Plan #41194.
- B. Grantor has agreed to grant to Grantee, its successor and/or assigns, a certain perpetual easement in favor of Grantee providing non-exclusive rights of access, inspection, maintenance, reconstruction, or replacement of the stormwater management and treatment facilities within this specific area designated as more fully depicted on the plan attached hereto as Exhibit B (the “**Easement Area**”).
- C. Grantor, its successor and/or assigns, shall remain primarily responsible for any and all Easement Area design, construction, inspection, and regular maintenance.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, and the parties otherwise agree, as follows:

1. **Grant of Easement to Grantee.** Grantor, for good and adequate consideration, hereby grants and conveys to the Grantee, a permanent, perpetual, non-exclusive easement (the “**Stormwater Easement**”) over, across, upon, under, in and on the area on the Easement Area located within the Grantor Property for the benefit of the Grantee in order to periodically inspect, maintain, reconstruct, and replace the stormwater management and treatment facilities on or about the Easement Area.

2. **Allowed Uses within Stormwater Easement.** With respect to the foregoing grant of Stormwater Easement, the Grantee shall have the non-exclusive right, to enter the Easement Area for the purpose of inspecting, maintaining, reconstructing, and replacing the Easement Area. Notwithstanding the foregoing, the landowner of record is not relieved from their responsibility for the infrastructure’s design, construction, inspection, and maintenance under the applicable regulations and, moreover, there is no obligation that the Grantee undertake said responsibilities. In the event that the Grantee expends any funds to repair, maintain, or reconstruct the infrastructure the Grantee may require the landowner of record to reimburse the Grantee for said expenditures.

3. **Landowner’s Annual Report Obligation.** The landowner of record shall submit to the Grantee’s Community Development Office, no later than September 1 each year, an annual report prepared by a qualified professional confirming that all stormwater management and measures have been maintained as required per Amherst Planning Board approval, dated September 15, 2021, demonstrating said stormwater management and measures are functioning per the approved stormwater management plan. Said annual report shall note if any of the infrastructure has been subject to any repairs beyond routine maintenance and further shall note the results of said repairs. If the stormwater infrastructure is not functioning as required by the stormwater management plan the landowner of record shall note the details of said malfunction in said annual report and, furthermore, shall report on when the infrastructure will be repaired and functional.

4. **Obstructions to Use of the Utility Easement Area.** Neither Grantor nor Grantee, nor any person permitted to use the Easement Area under the terms hereof may utilize the Easement Area in a way that interferes with their use by any other person permitted to use the Easement Area. Any obstructions or impediments to the use of the Easement Area may be removed, without notice, by either Grantor or Grantee, and the cost of such removal shall be borne by the party causing or responsible for such obstruction. Grantee shall not have any right to use any portion of the Grantor Property outside the Easement Area.

5. **Enforcement of Easement.** The Grantor and Grantee shall have the right to legally enforce this Easement Agreement and the covenants, conditions, and restrictions set forth herein, by whatever action or actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof.

6. **Amendments.** This Easement Agreement may not be modified, amended or terminated except by execution and recording of a written instrument signed by both Grantor and Grantee.

8. **Successors.** All of the terms, covenants, conditions, and obligations set forth in this Easement Agreement shall inure to the benefit of and bind Grantor and Grantee, and their respective personal representatives, heirs, successors, transferees and assigns, and shall continue as a servitude running in perpetuity with the Grantor Property.

9. **Severability.** If any provision or specific application of this Easement Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement Agreement shall remain valid and binding.

10. **Governing Law.** This Easement Agreement shall be governed by and construed under the laws of the State of New Hampshire.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Grantor has agreed to and executed this Easement Agreement as of the date first written above.

GRANTOR:

UNIFIED DEVELOPMENT, LLC

By: _____

Name: Matthew Arel

Title: Manager

STATE OF NEW HAMPSHIRE

_____, ss.

On this _____ day of _____ 2022, before me, the undersigned notary public, personally appeared Matthew Arel, Manager of Unified Development, LLC proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of Unified Development, LLC, a New Hampshire limited liability company.

Notary Public:

My Commission Expires:

IN WITNESS WHEREOF, Grantee has agreed to and executed this Easement Agreement as of the date first written above.

GRANTEE:

TOWN OF AMHERST, NEW HAMPSHIRE

By: _____

Name:

Title: Authorized Signatory

STATE OF NEW HAMPSHIRE

_____, ss.

On this _____ day of _____ 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as an authorized signatory of the Town of Amherst, New Hampshire.

Notary Public:

My Commission Expires:

EXHIBIT A

Grantor Property
Legal Description

A certain tract or parcel of land located in Amherst, Hillsborough County, New Hampshire, known as 70A North Street, as more particularly described and shown as Map 3, Lot 93-2 on Plan #41194 entitled "Subdivision Overview Plan, Map 3, Lot 93, Unified Development, 70 North Street, Amherst, New Hampshire, dated April 13, 2021, Scale 1"=100', Sheet 1 of 4" prepared by Promised Land Survey, LLC, reference to which Plan a more exact description may be obtained.

EXHIBIT B
Easement Plan

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44 In response to a question from Bill Stoughton, Corey Keefe stated that owners own to the center
45 of the road and that each one will be contacted in regard to this work before it is undertaken.

46
47 Tracie Adams and Tom Quinn had no questions at this time.

48
49 There was no public comment at this time.

50
51 **Bill Stoughton moved to approve the proposal by Eversource Energy for removal
52 and trimming of trees as shown on the map and tree list received on June
53 23, 2021, on the following designated scenic road: Brook Road. Seconded by Dwight
54 Brew.**

55 **Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn -
56 aye, Christy Houpis - aye, and Chris Yates – aye; motion carried unanimously.**

57
58 **2. CASE #: PZ14355-061021 -Unified Development LLC (Owner) & Promised Land
59 Survey LLC (Applicant); 70 North Street, PIN #: 003-093-000–Public
60 Hearing/Subdivision Application –To depict the subdivision of Map 3 Lot 93 into
61 two single-family residential lots and the construction of wetland crossings in the
62 WWCD for Map 3 Lot 93-2. Zoned Residential/Rural. Continued from July 7, 2021.**

63 **COMPLETENESS REVIEW OF APPLICATION AND PUBLIC HEARING IF**
64 **APPLICATION IS ACCEPTED AS COMPLETE:**

65
66 **3. CASE #: PZ14441-070121 -Unified Development LLC (Owner) & Promised Land
67 Survey LLC (Applicant); 70 North Street, PIN #: 003-093-000–Submission of
68 Application/Public Hearing/Conditional Use Permit Application –To depict the
69 subdivision of Map 3 Lot 93 into two single-family residential lots and the
70 construction of wetland crossings in the WWCD for Map 3 Lot 93-2. Zoned
71 Residential/Rural.**

72
73 *Arnie Rosenblatt recused himself. Bill Stoughton stepped in to act as Chair for this item.*

74
75 *Cynthia Dokmo was promoted to sit for Arnie Rosenblatt.*

76
77 The Board agreed to hear both cases for this applicant at once.

78
79 Bill Stoughton read and opened both cases.

80
81 In regard to the CUP application, Bill Stoughton reminded the Board that they previously voted
82 there was no regional impact for this project as part of its subdivision application.

83
84 **Dwight Brew moved no regional impact. Seconded by Tracie Adams.**

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85 **Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn -**
86 **aye, Christy Houpis - aye, Cynthia Dokmo - aye, and Chris Yates – aye; motion**
87 **carried unanimously.**

88
89 **Tracie Adams moved to accept the CUP application as complete. Seconded by**
90 **Dwight Brew.**

91 **Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn -**
92 **aye, Christy Houpis - aye, Cynthia Dokmo - aye, and Chris Yates – aye; motion**
93 **carried unanimously.**

94
95 Tim Peloquin, LLS, Promised Land Survey and Jeff Merritt, PE, Granite Engineering joined the
96 meeting remotely; and Matt Arel, owner/applicant, joined the Board in person.

97
98 Jeff Merritt, engineer for Granite Engineering, explained that this applicant was before the Board
99 in July to introduce this project. The project looks to subdivide one lot into two. The lot is
100 currently approximately 9.2 acres. The intention is to separate the lot into one lot of
101 approximately 3.3 acres, and another of approximately 5.8 acres. Lot 93-2 is proposed to have a
102 new driveway located off North Street. Access to the developable portion of this lot will create
103 two small wetland impacts off the driveway. There were previous waiver requests made as part
104 of this project in terms of typical studies requested by the Town, as this is a small project. The
105 Board granted waivers to some of these studies, but asked the applicant to complete drainage,
106 hydrogeological, and environmental impact studies. These are included as part of the application.

107
108 Jeff Merritt stated that the environmental impact study was completed by West Engineering. The
109 study found that the project is not proposed to have a significant environmental impact. This is
110 due to erosion controls proposed during construction, infiltration and stormwater features, and a
111 note on the plan (#13) restricting fertilizer/pesticides/deicing materials/etc. on the property.

112
113 Jeff Merritt stated that the hydrogeological study was completed by GeoInsight. The property is
114 not located within the Aquifer Protection District. Test pits on the property found material
115 consistent with glacial till and that was not associated with the stratified drift aquifer. The study
116 found that a private drinking well will be possible on the property. In terms of the stormwater
117 management plan, a series of test pits in the driveway determined the seasonal high-water table
118 and soils present. The plan proposes permeable pavement within the limit of the driveway.
119 Runoff from the driveway and roof will go into the stormwater features. The water quality and
120 groundwater recharge will be treated to Alteration of Terrain (AoT) permit standards. The
121 system has been designed for the 50-year storm. It is slightly oversized but is adequate for the
122 project. The filter practice proposed on site is an approved AoT standard for removal of TSS,
123 nitrogen and phosphorus. He noted that the septic system on site will be properly designed and
124 approved by the State.

125
126 Tracie Adams stated that there is a letter from the Conservation Commission (ACC), dated
127 August 13, 2021, that this application satisfies their questions and concerns. She stated that there

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128 appears to be a note regarding some minor differences in the ordinances for the 10 year and 50-
129 year storm.

130

131 Bill Stoughton explained that this is an issue to be fixed by the Planning Board. The Town's
132 stormwater management regulations are stricter than the existing zoning ordinance, and so the
133 Board needs to ask the voters to correct the ordinance to match the regulations.

134

135 Tracie Adams asked about making the wildlife travel corridors on site more accessible, as some
136 of them are noted to be partially blocked. Jeff Merritt stated that there are two retaining walls
137 proposed to keep wetland impacts to a minimum. The areas between these are at grade and
138 traversable by wildlife, as well as the area around the proposed building. There is limited wildlife
139 corridor restriction in these two areas.

140

141 In response to a question from Tracie Adams regarding how future owners of the property will
142 be notified regarding the salt/pesticides/etc. restrictions, Jeff Merritt stated that this requirement
143 is typically noted on the deed for the property.

144

145 In response to a question from Tom Quinn, Jeff Merritt confirmed that the wetlands on site drain
146 to the south/southeast. Tom Quinn asked if building the driveway and the proposed wetlands
147 impacts will create a dam. Jeff Merritt stated that it is required for the project to hydraulically
148 connect the wetlands on site. There is an 18" pipe proposed to link one side to the next, and a 36"
149 culvert at the other impact area designed at the State level to be able to handle 50-year storms.
150 This plan will not dam the area upstream and will also not restrict the flow downstream to the
151 wetland.

152

153 In response to a question from Tom Quinn regarding what a large storm event would look like on
154 the neighboring downstream property, Jeff Merritt stated that the current neighboring and
155 downstream areas are evaluated using a hydroCAD model. The model is then run again,
156 superimposing the proposed development into it. The stormwater system is then designed to
157 mitigate any impacts. He stated that a post-development storm event will look essentially similar
158 to the property today. Matt Arel noted that the nearest abutter has an approximately 20' driveway
159 and the house is located very close to the road.

160

161 In response to a question from Tom Quinn regarding a large water event possibly focusing the
162 water into two areas versus it being previously spread out, Jeff Merritt stated that the major
163 drainage patterns on site will remain the same. There will be a continued low spot on the
164 property that will allow for drainage offsite.

165

166 In response to a question from Tom Quinn regarding how the restriction of deicing
167 material/sand/salt/etc. will carry onto future owners, Jeff Merritt stated that this will be recorded
168 in the deed. Tom Quinn asked how this will be enforced. Jeff Merritt stated that enforcement will
169 be similar to other approvals issued by the Town.

170

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171 Tom Quinn asked how the site will be impacted if these restrictions are not maintained. Jeff
172 Merritt stated that this would be similar to any maintenance item left for too long; it would create
173 the potential for the system to fail. He noted that permeable pavement areas are generally loaded
174 5:1 pervious to impervious, but the permeable pavement on this site will essentially be loaded
175 1:1. Thus, every square inch of area of the driveway is permeable pavement. This should help
176 with longevity and even with limited maintenance the low traffic driveway should last for a long
177 time. Jeff Merritt noted that the driveway was pretty flat and should not require a lot of sand or
178 salt.

179
180 In response to a question from Tom Quinn, Jeff Merritt noted that the DPW stated that the max
181 allowable grade for the driveway is 8%. There is one very short section of the proposed driveway
182 that is 6%, but then flattens out.

183
184 Chris Yates noted that there is a 20' drop from the main road to the proposed house. He asked if
185 the stormwater calculations were run for the site if the driveway was to be regular asphalt. Jeff
186 Merritt stated that this was not examined. Jeff Merritt explained that there was one larger pocket
187 of uplands on the site that could have been developed instead and might have led to the use of
188 regular pavement, but the proposed construction's minimal encroachment to the wetlands on site,
189 led to permeable pavement being proposed.

190
191 Dwight Brew noted that the stormwater plan includes an Operations & Maintenance form for
192 annual inspection of the site. He asked who fills out the form and who it is submitted to. He
193 asked if the applicant would object to the Board asking for the report to be required to be filed
194 with the Town. Jeff Merritt explained that there is currently no entity to receive the filed
195 inspection report. A commercial property may be required to submit this report to the Town, but
196 this would be unusual for a residential property. While this is up to the Board, Jeff Merritt stated
197 that he believes this may be over the top. Dwight Brew noted that this type of system requires
198 more active maintenance than the typical residential system. He believes that the consequences
199 of not properly maintaining it could have a devastating impact on the environment. He would
200 prefer for the form to be filed with the Town.

201
202 Dwight Brew asked if Appendix B, the owner's inspection form, is to be filled out by the
203 homeowner periodically. Jeff Merritt stated that the form should be filled out periodically and
204 logged in Appendix C over a number of years.

205
206 Dwight Brew stated that he would like these forms to be filed with the Town, as it is unusual for
207 an owner to often read over the deed.

208
209 Bill Stoughton asked what sort of maintenance a permeable driveway requires. Jeff Merritt
210 explained that the Best Management Practices (BMPs) are included in the stormwater
211 maintenance plan. This maintenance is often associated with commercial applications but asks
212 the owner to review and decide the proper maintenance intervals. Some of the BMPs include
213 minimal salt usage, as it discharges into the voids of the permeable material; no sand usage, in
214 order to limit the amount of surface upkeep needed; keeping the landscaped areas adjacent to the

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215 pavement maintained, in order to prevent erosion. At a commercial level, maintenance would
216 include sweeping a permeable parking lot every few years in order to dislodge any sediment in
217 the voids and wash it away. There will be less maintenance associated with this residential lot.
218

219 Bill Stoughton noted that one of the preliminary maintenance steps of periodic vacuuming would
220 require a commercial vacuum, not simply a shopvac. Jeff Merritt stated that this could be done
221 either way but would be quicker to do if hired out.
222

223 Bill Stoughton stated that he appreciates the work completed on this plan since the last time it
224 was seen by the Board. He also noted the stormwater management constraints on the property.
225 He agreed that the permeable material aids in TSS, nitrogen, and phosphorus removal, but noted
226 concerns regarding the proper maintenance of this material.
227

228 Bill Stoughton suggested the following conditions:

- 229 1) The landowner of proposed Lot 3-93-3 shall submit to the Community Development
230 Office, by September 1 each year, an annual report prepared by a qualified professional
231 confirming that all stormwater management and measures have been maintained as
232 required and are functioning per the approved stormwater management plan. The annual
233 report shall note if any stormwater infrastructure has needed any repairs other than
234 routine maintenance and the results of those repairs. If the stormwater infrastructure is
235 not functioning per the approved stormwater management plan the landowner shall report
236 on the malfunction in its annual report and include detail regarding when the
237 infrastructure shall be repaired and functioning as approved. [Regs 7.A.11]
238 2) Easements to the Town shall be granted allowing periodic inspection of stormwater
239 management and treatment facilities. A permanent easement to the Town shall be granted
240 to allow maintenance, reconstruction, or replacement of the stormwater management and
241 treatment facilities. Granting of these easements shall not relieve the applicant and/or
242 landowner from its design, construction, inspection, and maintenance responsibilities
243 under the applicable regulations, and shall not obligate the Town to undertake those
244 responsibilities. All easements granted shall be recorded at the Hillsborough County
245 Registry of Deeds by the Applicant at its expense. [Regs 9.G]
246 3) The applicant will make reference to the maintenance plan in the property deed that will
247 run with the land.
248

249 Matt Arel stated that he has no issues with these proposed conditions. He also has no issues with
250 the conditions proposed in the Staff Report.
251

252 Bill Stoughton asked if the applicant would agree with the definition for substantial
253 development/building to be the building foundation poured. Matt Arel agreed. Bill Stoughton
254 asked if the applicant would agree with the definition for substantial completion of the project to
255 be completion of the construction of the driveway. Matt Arel agreed.
256

257 There were no public comments at this time.

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258

259 In response to a question from Tom Quinn, Bill Stoughton stated that, if the homeowner does not
260 keep up with the maintenance as required, the Town has the ability under the stormwater
261 regulations to enter the property and complete the necessary maintenance at the landowner's
262 expense. While the Town has the ability, it is unclear if there is willingness to do so.

263

264 Tom Quinn asked what would happen if the homeowner put down fertilizer on the property. Bill
265 Stoughton stated that unless the homeowner was ratted out, the Town would have no way of
266 knowing this. This is similar to many conditions imposed by the Planning Board. Tom Quinn
267 stated that he is hard pressed to believe that the Town would do anything in this instance. Bill
268 Stoughton stated that this is similar to the enforcement issue that he has raised in the past.

269

270 Bill Stoughton asked that the waivers granted previously by the Board for the purpose of
271 determining completeness of the application be made final now.

272

273 **Dwight Brew moved to grant the following waivers for this case: a water supply
274 study, fiscal impact study, and traffic study. Seconded by Tracie Adams.**

275 **Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn -
276 abstain, Cynthia Dokmo - aye; Christy Houpis - aye, and Chris Yates - aye; 6-0-1,
277 motion carried.**

278

279 **Chris Yates moved that the Board finds the application satisfies the criteria of
280 Section 4.11 I. 1. of the Zoning Ordinance, addressing the findings required for
281 approval of a Conditional Use Permit in the Wetlands and Watershed Conservation
282 District; and, further, to approve Case # PZ14441-070121 for Unified Development
283 LLC, for a Conditional Use Permit for wetland crossings in the WWCD and at 70
284 North Street, Tax Map 3, Lot 93, as shown on the plan dated April 13, 2021, with
285 the precedent and subsequent conditions listed in the Staff Report. Seconded by
286 Tracie Adams.**

287

288 **Discussion:**

289 **Tom Quinn stated that he is unlikely to support a motion that includes homeowner
290 responsibility to maintain the site. He acknowledged that this is a small subdivision
291 application but does not believe it matters with the size of the lot. He stated that the
292 situation might be different if a homeowner's association was involved or this was a
293 commercial property, but currently there is no oversight to the proposed
294 restrictions.**

295

296 **Cynthia Dokmo stated that she agrees with Tom Quinn. She believes this is a tough
297 piece of land and gives credit to the applicant for trying to be creative, but she is not
298 in favor of the setup or of the homeowner's responsibility to maintenance.**

299

300 **Dwight Brew stated that he also has concerns but supports the motion because it
301 allows for a reporting mechanism to be placed into the plan. In this way, at least the**

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302 Town will be aware if this reporting mechanism is not received annually. This is not
303 a perfect system.

304
305 Bill Stoughton stated that one of his conditions requires a qualified independent
306 expert to prepare the maintenance report. He acknowledges that it is then up to the
307 Town to complete any enforcement on this item. This is not the owner's issue.

308
309 Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn -
310 nay, Cynthia Dokmo – nay; Christy Houpis - aye, and Chris Yates – aye; 5-2-0,
311 motion carried.

312
313 Christy Houpis moved to approve Case #PZ14355-061021 for Unified Development,
314 LLC, for the above cited Final Subdivision of Map 3 Lot 93, with frontage on North
315 Street, with the subsequent and precedent conditions in the Staff Report, and with the
316 following three subsequent conditions:

- 317 1) The landowner of proposed Lot 3-93-3 shall submit to the Community Development
318 Office, by September 1 each year, an annual report prepared by a qualified
319 professional confirming that all stormwater management and measures have been
320 maintained as required and are functioning per the approved stormwater
321 management plan. The annual report shall note if any stormwater infrastructure
322 has needed any repairs other than routine maintenance and the results of those
323 repairs. If the stormwater infrastructure is not functioning per the approved
324 stormwater management plan the landowner shall report on the malfunction in its
325 annual report and include detail regarding when the infrastructure shall be
326 repaired and functioning as approved. [Regs 7.A.11]
- 327 2) Easements to the Town shall be granted allowing periodic inspection of stormwater
328 management and treatment facilities. A permanent easement to the Town shall be
329 granted to allow maintenance, reconstruction, or replacement of the stormwater
330 management and treatment facilities. Granting of these easements shall not relieve
331 the applicant and/or landowner from its design, construction, inspection, and
332 maintenance responsibilities under the applicable regulations, and shall not obligate
333 the Town to undertake those responsibilities. All easements granted shall be
334 recorded at the Hillsborough County Registry of Deeds by the Applicant at its
335 expense. [Regs 9.G]
- 336 3) The applicant will make reference to the maintenance plan in the property deed that
337 will run with the land.

338
339 Seconded by Dwight Brew.

340
341 Discussion:
342 Tom Quinn reiterated that 100 years from now no one is likely to look at this deed
343 or submit the required reports. He will again vote no on this motion because there is
344 no enforcement mechanism.

September 15, 2021

APPROVED

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Cynthia Dokmo agreed. She explained that this imposes lot conditions that require the Town to remember what they are. When those currently working or volunteering for the Town leave, there will be no enforcement. She also believes that this should only be a one house lot and does not agree with the proposal to subdivide it.

Voting: Dwight Brew - aye, Bill Stoughton - aye, Tracie Adams - aye, Tom Quinn - nay, Cynthia Dokmo – nay; Christy Houpis - aye, and Chris Yates – aye; 5-2-0, motion carried.

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Arnie Rosenblatt retook his seat as Chair.

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Public Hearing on the Capital Improvements Program, Plan of 2023-2028, as proposed by the CIP Committee.

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Christy Houpis stated that it is the responsibility of the CIP Committee to prepare this plan for at least a six-year snapshot. The plan will be updated and adopted annually and the information from it will be given to the Board of Selectmen, Schools, and Ways & Means Committee. He explained that a spreadsheet was included and for each line item there is a project plan associated. The Planning Board can review and recommend these projects as it sees fit. During the CIP process, the Committee hears projects recommended from Department Heads. Now the committee is looking for the Planning Board to forward this plan to the Board of Selectmen, Schools, and Ways & Means Committee. He noted that the CIP Committee supports using Capital Reserve Funds for capital improvement projects to eliminate interest to be paid. This plan does not reflect impacts from proposed housing developments. The schools have submitted two placeholder items to the plan and have shown all possible futures for these items, including what the cost might be if the items were implemented and the current associated maintenance and replacement costs for those items are no longer needed.

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Beth Kuzma noted that the CIP Committee is advisory only. The final decisions are up to the Board of Selectman and Schools.

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Arnie Rosenblatt asked what is being requested of the Planning Board in terms of this plan. He does not believe he is in the position to agree or disagree with any of the items on the plan. He is unsure how the Planning Board would comment on this at all without prior knowledge.

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Christy Houpis stated that, per the regulations and the RSA, the Planning Board can review the plan and further its advancement to the associated boards. This does not endorse or validate any program on the list; it simply advances the plan.

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Chris Yates stated that he would like to see the cost per thousand for each of these projects in the plan so that the public can gauge the effects on taxes. Beth Kuzma stated that this line item was removed for this iteration of the plan based on last year's Town assessment versus the current



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

Title: CIP Committee Appointments

Department: Community Development
Office

Meeting Date: July 11, 2022

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. CIP Committee Members

CIP Committee

BoS

John D'Angelo: jdangelo@amherstnh.gov

Bill Stoughton (alternate): wstoughton@amherstnh.gov

Planning Board

Tom Silvia: tsilvia@amherstnh.gov

SAU39

Amy Facey: afacey@sau39.org

Ways and Means

Michael Patterson: michaelpa8@hotmail.com

Amherst School Board

Victoria Parisi: vparisi@sau39.org

Jason White: jwhite@sau39.org

Souhegan School Board

Stephen O'Keefe: sokeefe@sau39.org

Dan Veilleux: dveilleux@sau39.org

Citizen Member



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Employee Policy Handbook Updates **Department:** Administration
Meeting Date: July 11, 2022 **Staff Contact:**

BACKGROUND INFORMATION:

Administration is working through the process of updating the Employee Policy handbook. The following are updates that are needed as they do not match current process.

320 Deferred Compensation Plan 457 (b)

Current language: Effective Date: 9/27/2004

The Town of Amherst has established a 457 (b) savings plan to provide employees the potential for future financial security for retirement.

To be eligible to join the 457 (b) savings plan, you must be 18 years of age or older. You may join the plan at any time. Eligible employees may participate in the 457 (b) plan subject to all terms and conditions of the plan.

The 457 (b) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs. The Town of Amherst also contributes an additional matching amount to each employee's 457 (b) contribution up to the amount of 3.5 percent of an employee's base wage.

Because your contribution to a 457 (b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457 (b) distributions.

Complete details of the 457 (b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Town Administrator for more information about the 457 (b) plan.

Proposed change: Clarify who is eligible and change 3.5% to 5.5%

320 Deferred Compensation Plan 457 (b)

The Town of Amherst has established a 457 (b) savings plan to provide employees with the potential for future financial security for retirement.

Regular Full-Time employees are eligible and may participate in the 457 (b) plan subject to all terms and conditions of the plan. **You may join or adjust your contribution at any time.**

The Town 457 (b) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs. The Town of Amherst also contributes an additional matching amount to each employee's 457 (b) contribution up to the amount of **5.5** percent of an employee's base wage.

Because your contribution to a 457 (b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457 (b) distributions.

Complete details of the 457 (b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact Administrator for more information about the 457 (b) plan.

Proposed new section: Clarify that all employees receive a Cost of Living Adjustment if the budget is supported by the voters

213 Compensation

Employees of every category, including Regular Full-Time, Regular Part-Time, Part-Time, Call, Temporary/Seasonal, Per Diem and Elected (with the exception of members of the Board of Selectmen) are eligible and entitled to a Cost of Living Adjustment (COLA) if a COLA is included in the budget placed on the ballot and that budget is supported by the voters for the next fiscal year.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to accept the changes in section 320 in the Town of Amherst Employee Policy Handbook, Deferred Compensation Plan 457 (b) to reflect the clarification of eligible employees and to update the Town match to our current practice of 5.5%.

I move to adapt section 213 Compensation that clarifies that all categories of employee, with the exception of the Board of Selectmen, are entitled to the budgeted Cost of Living Adjustment if the Town budget is supported by the voters for the next fiscal year.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Department: Assessing

Meeting Date: July 11, 2022

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

PA-16 Reimbursement to Towns and Cities

Item A. The subject property is a vacant 18-acre parcel off Merrimack Road. The property is under State ownership and is exempt. For the town to be reimbursed for a portion of the lost tax revenue, the attached PA-16 form will need to be signed.

Suggested Motion:

Therefore, I move to approve and sign the PA-16 Application for Reimbursement to Towns and Cities in Which Federal and State Forest Land is Situated for Map 004, Lot 068-000, Merrimack Road.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A



OFFICE OF THE ASSESSOR

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

PA-16, Reimbursement to Towns and Cities (Item A in Cover Memo)

To: Board of Selectmen
From: Michele Boudreau, Executive Assistant Assessing
Date: June 17, 2022
RE: Form PA-16, Reimbursement to Towns and Cities

The subject property is a vacant 18-acre parcel off Merrimack Road. The property is under State ownership and is exempt. For the town to be reimbursed for a portion of the lost tax revenue, the attached PA-16 form will need to be signed.

Suggested Motion:

Therefore, I move to approve and sign the PA-16 Application for Reimbursement to Towns and Cities in Which Federal and State Forest Land is Situated for Map 004, Lot 068-000, Merrimack Road.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Mlnutes

Department: Administration

Meeting Date: July 11, 2022

Staff Contact:

BACKGROUND INFORMATION:

In reviewing records, it was discovered that the following Board of Selectmen meeting minutes are still pending approval:

Tuesday July 27, 2021 Bon Terrain site walk

Wednesday November 10, 2021 Non-Public Session

Wednesday November 17, 2021 Non-Public Session

Minutes for the last BOS meeting, Monday June 27, 2022 are also attached for approval.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2021.11.10 BOS_DRAFT non-pub js
2. 2021.11.17 BOS_nonpublic minutes_DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street

Wednesday, November 10, 2021 3:30 PM

1 **1. Call to Order**

2 Chairman Peter Lyon called the Board of Selectmen meeting to order at 3:30 p.m.

3
4 Board of Selectmen Attendees: Chairman Peter Lyon, Selectman Dwight Brew, Selectman
5 Danielle Pray, Selectman John D'Angelo, and Selectman Tom Grella. Also in attendance
6 were Town Administrator Dean Shankle, Jr. and Executive Assistant Jennifer Stover.

7
8 **2. Non-Public Session, RSA 91-A:3, II.(b)**

9 *A MOTION was made by Selectman Tom Grella and SECONDED by Selectman D'Angelo*
10 *that the Board of Selectmen enter Non-Public Session under RSA 91-A:3 II.(b).*

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

13
14 The Board of Selectmen entered non-public session at 3:31 p.m.

15
16 The Selectmen spoke with a candidate for the open DPW Director position.

17
18 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray that the*
19 *Board of Selectmen exit Non-Public Session.*

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

22
23 The Board of Selectmen exited non-public session at 5:06 p.m.

24
25 Chairman Lyon announced that the Board of Selectmen did not make any motions and did not
26 take any action in the non-public session.

27
28 *A MOTION was made by Chairman Lyon and SECONDED by Selectman Brew to adjourn the*
29 *Board of Selectmen meeting at 5:08 pm.*

30 *Motion carried unanimously.*

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37 Selectman Danielle Pray

Date



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street

Wednesday, November 17, 2021 4:00 PM

1 **1. Call to Order**

2 Chairman Peter Lyon called the Board of Selectmen meeting to order at 4:00 p.m.

3
4 Board of Selectmen Attendees: Chairman Peter Lyon, Selectman Dwight Brew, Selectman
5 Danielle Pray, Selectman John D'Angelo, and Selectman Tom Grella. Also in attendance
6 were Town Administrator Dean Shankel, Jr., Executive Assistant Jennifer Stover and MRI
7 Consultant Rita Donaldson.

8
9 **2. Non-Public Session, RSA 91-A:3, II.(b)**

10 *A MOTION was made by Selectman Dwight Brew and SECONDED by Selectman D'Angelo*
11 *that the Board of Selectmen enter Non-Public Session under RSA 91-A:3 II.(b).*
12 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
13 *Selectman Pray – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

14
15 The Board of Selectmen entered non-public session at 4:01 p.m.

16
17 The Selectmen spoke with two candidates for the open Finance Director position.

18
19 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray that the*
20 *Board of Selectmen exit Non-Public Session.*
21 *By roll call vote: Selectman Brew – aye; Selectman D'Angelo – aye; Selectman Grella – aye;*
22 *Selectman Pray – aye; Chairman Lyon – aye. 5-0-0; motion carried unanimously.*

23
24 The Board of Selectmen exited non-public session at 7:17 p.m.

25
26 Chairman Lyon announced that the Board of Selectmen did not make any motions and did not
27 take any action in the non-public session.

28
29 *A MOTION was made by Chairman Lyon and SECONDED by Selectman Brew to adjourn the*
30 *Board of Selectmen meeting at 7:28 pm.*
31 *Motion carried unanimously.*

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37 _____
38 Selectman Danielle Pray

Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP & PR Approval
Meeting Date: July 11, 2022

Department: Finance Department
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Approvals:

Payroll

PR1 ~ I move to approve one (1) FY22 Payroll Manifest in the amount of \$258,744.24 dated June 30, 2022, subject to review and audit.

PR2 ~ I move to approve one (1) FY22 Payroll Manifest in the amount of \$2,842.72 dated June 30, 2022, subject to review and audit.

Accounts Payable

AP4 ~ I move to approve one (1) FY22 Accounts Payable Manifest in the amount of \$3,260,150.00 dated July 1, 2022, subject to review and audit. (Schools)

AP5 ~ I move to approve one (1) FY22 Accounts Payable Manifest in the amount of \$519.60 dated June 29, 2022, subject to review and audit. (Vendors)

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None