



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, SEPTEMBER 12, 2022 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Board Appointment**
 - 4.1. Martha Chabinsky, Historic District Commission
- 5. Scheduled Appointments**
 - 5.1. Chris Gentry, Cable TV Franchise Contract
- 6. Strategic Plan Presentations**
 - 6.1. Admin & Finance Strategic Plan FY2024
 - 6.2. Tax and Assessing Strategic Plan FY2024
 - 6.3. Police/Communications Strategic Plan FY2024
- 7. Administration**
 - 7.1. Administrative Update
 - 7.1. PFAS discussion requests
 - 7.2. PFAS Final Application Approval
 - 7.3. Proposed Social Media Policy
 - 7.4. Town Health Officer Appointment
 - 7.5. Discussion and possible acceptance of cable franchise agreement
 - 7.6. Conservation Commission negotiated trails agreement
 - 7.7. Four way stop at Cricket Corner and Boston Post Road

8. Staff Reports

- 8.1. New Job Description for approval, Assistant Finance Director
- 8.2. New Finance Software
- 8.3. DPW Internal promotion
- 8.4. DPW CIP update
- 8.5. Covid 19 Update of Employee Protocols
- 8.6. Town of Amherst Employee Policy Handbook update, 201 Employee Categories

9. Approvals

- 9.1. Assessing
- 9.2. AP, Payroll and Meeting Minutes

10. Action Items

11. Old/New Business

Adjournment

Next Meeting: September 26, 2022

Hi there,

You are invited to a Zoom webinar.

When: Sep 12, 2022 06:30 PM Eastern Time (US and Canada)

Topic: Amherst NH Board of Selectmen meeting 09/12/2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82589289040>

Or Telephone: 1 301 715 8592

Webinar ID: 825 8928 9040



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: _____

Applicant Name: _____

Residence Address: _____

Mailing Address: _____

Best Telephone: _____
(Cell or home)

E-mail Address: _____

Time Available – Estimated number of hours per month: _____

Other Boards/Committee/Commission you have served on (may include other cities/towns):

To complete your application, please submit a separate Letter of Intent with this form, describing your interest in the position you are applying for and what qualities/experience you will bring to the board to help with its goals and mission.

Signature

Date

Please return this form and requested statements to:

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

or e-mail: jstover@amherstnh.gov

23 Aug 2022

To Whom it May Concern,

I am applying to become a member of the HDC because I am very interested in keeping Amherst as a distinguished example of a beautiful New England town. I have lived in the village for 25 years, in an antique home, which we have carefully and lovingly cared for. I grew up in an antique home in Harvard, MA. My parents were Shaker antique dealers, and my husband and I conducted an antique business of our own. One of my hobbies is genealogy, and I spend quite a lot of time tracking down ancestors all over the world.

I think these circumstances and interests give me the clear desire to preserve the town of Amherst. I am a yoga teacher and have raised 3 sons, hosted 11 year long exchange students, and volunteered as the Support Coordinator for the MassBay Area Team of AFS. In that capacity I developed techniques for helping students and families work out their differences. As the Hosting Coordinator my job was to find the best fit for arriving students. This job required attention to detail which I think is important in a job such as this one.

Let me know if there is anything else you need to know.

Thanks for considering my application!

Martha Chabinsky

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF AMHERST,
NEW HAMPSHIRE

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AMHERST, NH RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont. LLC, (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Amherst, New Hampshire (hereinafter the "Town" or "Franchising Authority") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on October 4, 2007;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated March 20, 2015 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the Town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town of Amherst.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Franchising Authority for the purpose of operating and managing the use of Public, Educational and Government Access funding, equipment and channels on the cable television system in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Television System or Cable System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Amherst, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television

broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(e) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(f) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Institutional Network/Video Return Line.

(g) Educational Access Channel – shall mean a video channel(s) made available by the Franchisee and designated for non-commercial use by educational institutions such as public or private schools (grades k-12), but not “home schools,” community, public or private colleges or universities.

(h) Effective Date – shall mean September 12, 2022.

(i) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(j) Franchising Authority – shall mean the Board of Selectmen of the Town of Amherst, New Hampshire, or the lawful designee thereof.

(k) Franchisee – shall mean Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont. LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(l) Franchise Fee – shall mean the payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(m) Governmental Access Channel – shall mean a video channel made available by the Franchisee and designated for non-commercial use by the Franchising Authority for the purpose of showing public local government programming.

(n) Gross Annual Revenue – shall mean the revenue received by Franchisee from the operation of the Cable System in the Town of Amherst to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”), including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include fee on subscriber fees, advertising or home shopping revenue, leased access fees, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

(o) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(p) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(q) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(r) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(s) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of Peg Access Programming as opposed to utilization solely as a Subscriber.

(t) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(u) Public Access Channel – shall mean a video channel made available by the Franchisee and designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(v) Public, Educational and Governmental Access Channel – shall mean a video channel made available by the Franchisee and designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Franchising Authority.

(w) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Amherst residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Franchise Renewal.

(x) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Amherst, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the

Town of Amherst for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(y) Public Buildings – shall mean those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(z) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(aa) Signal – shall mean any transmission which carries Programming from one location to another.

(ab) Standard Installation – shall mean the standard two hundred twenty-five foot (225') aerial Drop connection to the existing distribution system.

(ac) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(ad) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ae) Town – shall mean the Town of Amherst, New Hampshire.

(af) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(ag) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Connecticut / Georgia / Massachusetts / New Hampshire / New York / North Carolina / Virginia / Vermont. LLC, a Delaware Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Amherst. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period ten (10) years and shall commence on September 12, 2022 following the expiration of the current Franchise, and shall expire at midnight on September 11, 2032.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated hereunder and by applicable New Hampshire law.

SECTION 2.4 – NON-EXCLUSIVITY OF FRANCHISE

(a) Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises or other similar lawful authorizations to other Cable Service within the Town for the right to use and occupy the Public Ways or streets within the Franchising Authority's jurisdiction; provided, however, that in accordance with RSA 53-C:3-b no such Franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town.

(b) In the event that the Franchisee believes that any additional Franchise or other similar lawful authorization has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional Franchise or other similar lawful authorization is on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested.

(c) Should the Franchisee demonstrate that any such additional Franchise or other similar lawful authorization has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall amend this Renewal Franchise within a reasonable time.

(d) In the event that Franchisee demonstrates that an existing or future Cable Service or similar wireline based video service provider in the Town has been provided relief by the Franchising Authority from any obligation of its Franchise, then Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the

form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise or other similar lawful authorization. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested to justify its belief.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. This Franchise is a contract and except as to those changes which are the result of the Franchising Authority's lawful exercise of its general police power, the Franchising Authority may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Franchisee and the Franchising Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation that is not generally applicable, this Franchise shall control. Notwithstanding any other provision of this Franchise, Franchisee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) If Franchisee desires to install its own poles in the right of way, it shall comply with RSA 231:161 and 160-a. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

SECTION 2.7 - POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Franchisee shall comply with all applicable DPW regulations, and any lawful ordinances and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and twenty-five (25) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Franchisee shall make Cable Service available to multiple dwelling units (MDU) where economically feasible and providing that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred twenty-five feet (225') of Franchisee's Trunk and Distribution System. For non-Standard Installations Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting Town.

(b) Installation costs shall conform to the Cable Act. Any dwelling unit within an aerial two hundred twenty-five feet (225 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be

provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The parties agree that Franchisee will provide basic cable service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Comcast will notify the Town if it intends to implement said offset and the fair market value of those services at least 90 days prior to doing so.

(b) Upon written request by the Franchising Authority and subject to Section 3.3 (a), Franchisee shall provide one (1) Standard Installation, Drop, Outlet and Basic Cable Service at no charge to any new Public Buildings and other Town owned Public Buildings, along the Trunk and Distribution System subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location

for each of such Public Building's respective Outlet prior to requesting that Franchisee install the Service at no charge.

(c) Nothing in this Section shall require Franchisee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit A**, or to move existing or install additional Drops or Outlets already installed in buildings pursuant to subsection (b) above.

(d) It is understood that Franchisee shall not be responsible for any internal wiring of such Public Buildings.

SECTION 3.4 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said box.

SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.3 - REPAIRS AND RESTORATION

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration the Town shall submit a written estimate to Franchisee of the actual cost of said repair or restoration.

SECTION 4.4 - TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Franchisee shall comply with all rules established by the Franchising Authority and/or its designee(s) during the term of this Renewal Franchise. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

SECTION 4.5 - PRIVATE PROPERTY

The Franchisee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Franchisee, at its sole cost and expense, shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.7 – STRAND MAPS

Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

SECTION 4.8 - DIG SAFE

Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.9 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.10 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of Franchisee, any Cable Service, program or signal transmitted over the Cable System by Franchisee.

SECTION 4.11 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.12 – STANDBY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of twenty-four (24) hours upon failure of commercial power.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

SECTION 5.3 - REMOTE CONTROLS

In accordance with applicable law, Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by Franchisee, if any, and allow the use of remotes. Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

SECTION 5.4 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial leased access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law.

ARTICLE 6

PEG ACCESS CHANNEL(S)

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Use of a channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by making it available for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Franchisee shall make available to the Franchising Authority or its designee 2 (two) channel(s) for PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (f) below.

(c) In the event that a third PEG Access Channel is necessary for the provision of PEG Access Programming in Amherst, the Franchising Authority shall write to the Franchisee, stating that there is a need for a third PEG Access Channel in order to provide additional programming for the benefit of Amherst Subscribers. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, the basis of such need, and provide reasonable documentation thereto.

Said letter shall include the following: (1) that such a third PEG Access Channel is necessary to accomplish the stated PEG Access Programming goals of the Town; (2) that such a third PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) PEG Access Channels, but will be used to carry substantially new locally-produced PEG Access Programming; and (3) that the Public/Governmental Access Channels are being substantially programmed (as defined below) with non-duplicated, locally-produced, non-character-generated programming during available cablecast hours, as defined below. The Franchising Authority agrees that such a third PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority may use said third PEG Access Channel to carry character-generated messages along with other new PEG Access Programming.

(d) "Substantially programmed" shall be deemed to have occurred anytime that the Public/Educational/Governmental Access Channels are programmed seventy-five percent (75%) of the time between the hours of 3:00 PM and 10:00 PM during weekdays (Monday-Friday) for a period of twelve (12) consecutive weeks, counted on a daily basis, with locally-produced, non-duplicated, non-character-generated Programming.

(e) Said third PEG Access Channel shall be launched within twenty-four (24) months of the Franchising receiving such request and validating that the previously provided two (2) PEG Access Channels have been programmed in accordance with Section 6.1 (c) above. The third (3rd) PEG Access Channel shall be launched in high definition (HD) format. Parties agree that costs to implement the third (3rd) HD PEG channel shall be subject to Section 6.7 below or the Franchising Authority may agree to pay for the installation and activation of the PEG channel on its own.

(f) In the event the Franchising Authority or other PEG Access User elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.1
- (2) Manage the annual funding, pursuant to Section 6.3 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.3
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

SECTION 6.3 – TECHNOLOGY FUND

(a) The Franchise shall provide funding to the Franchising Authority in the amount of One Hundred Fifty Thousand Dollars (\$150,00.00), for Technology Support. The payments shall be made according to the following timeline:

1. Sixty Thousand dollars (\$60,000.00) on or before December 1, 2022;
2. Ten Thousand dollars (\$10,00.00) on or before July 31, 2023;
3. Ten Thousand dollars (\$10,00.00) on or before July 31, 2024;
4. Ten Thousand dollars (\$10,00.00) on or before July 31, 2025;
5. Ten Thousand dollars (\$10,000.00) on or before July 31, 2026;
6. Ten Thousand dollars (\$10,000.00) on or before July 31, 2027;

7. Ten Thousand dollars (\$10,000.00) on or before July 31, 2028;
8. Ten Thousand dollars (\$10,000.00) on or before July 31, 2029;
9. Ten Thousand dollars (\$10,000.00) on or before July 31, 2030;
10. Ten Thousand dollars (\$10,000.00) on or before July 31, 2031.

b. The payments in paragraph (a) shall be made directly to the Franchising Authority.

SECTION 6.4 - PEG ACCESS CABLECASTING

(a) The Franchisee shall continue to provide Origination Capability at the following locations:

- (1) Town Hall;
- (2) Souhegan High School;
- (3) Amherst Middle School; and
- (4) Amherst Public Library.

(b) Town Hall shall be the Hub for the Public Access/Government Access Channel. Town Hall has Origination Capability as of the Effective Date of this Renewal Franchise.

(c) As part of the PEG access video Origination Capability described above in subsection 6.4 (a) & (b) the Franchisee shall purchase, install, maintain and operate: (i) standard definition serial digital interface (SD/SDI) equipment for the PEG Access Channel originating from the Town Hall within eighteen (18) months of the Renewal Cable Television Franchise becoming effective.

(d) Souhegan High School shall be the Hub and location for Origination Capability for the Educational Access Channel.

(e) The Amherst Middle School shall be connected to Souhegan High School.

(f) The Amherst Public Library shall be connected to Town Hall.

(g) In order that the Franchising Authority and/or its designee(s) can cablecast its programming over the PEG Access Channels required in Section 6.4 above, all PEG Access Programming shall be modulated, then transmitted from any location in the Town with origination capability specified in Section 6.4 above. At the Hub, said PEG Access Programming shall be switched to, and retransmitted, on one of the Downstream PEG Access Channels, as

designated by the Franchising Authority and/or its designee(s). It shall be the Franchisee's sole responsibility and cost to ensure that said PEG Access Programming is properly switched, either manually or electronically, to one of the PEG Access Downstream Channels, in an efficient and timely manner. The Franchisee shall not charge the Franchising Authority, its designees, the Town and/or PEG Access Users for such switching. The demarcation point between equipment owned, operated and maintained by the Franchisee and the equipment owned, operated and maintained by the Town or its designee(s) shall be the output of the modulator at each location with Origination Capability.

(h) The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding the cablecasting of PEG Access programming.

SECTION 6.5 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Franchising Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Franchisee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Franchisee.

SECTION 6.6 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE

In the event a Franchise is issued by the Franchising Authority for a competing Franchise, the competing Franchise may not connect its system to Franchisee's current system for purposes of obtaining PEG Access Programming from the Franchisee's PEG Access channels without the prior written consent of the current Franchisee.

SECTION 6.7 – FRANCHISE RELATED COST

The Franchising Authority acknowledges that under the Cable Act, certain costs, including but not limited to costs of PEG Access, the cost to construct video return lines from and to video origination sites, the cost to activate a PEG channel and the cost of other franchise requirements may be passed through to the Subscribers in accordance with applicable law.

SECTION 6.8 – PEG ACCESS PROGRAMMING INDEMNIFICATION

The Franchising Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with applicable customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time.

SECTION 7.2 - CONSUMER COMPLAINTS

(a) The Franchisee shall establish a procedure for resolution of Complaints by Subscribers. Franchisee will comply with RSA 53 C:3 d and RSA 53 C:3e.

SECTION 7.3 - SERVICE INTERRUPTIONS

Under Normal Operating Conditions, in the event that Franchisee's Cable Service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the Cable Service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

SECTION 7.5 - PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Franchisee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Franchisee's policy for the protection of subscriber privacy.

SECTION 7.6 - DISTRIBUTION OF SUBSCRIBER INFORMATION

Subject to Section 631 of the Cable Act, the Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

SECTION 7.7 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee's employees, including repair and sales personnel and contractors entering private property shall be required to carry an employee identification card issued by Franchisee.

**ARTICLE 8
PRICES & CHARGES**

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

**ARTICLE 9
REGULATORY OVERSIGHT**

SECTION 9.1 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.2 - INSURANCE

(a) Franchisee shall carry Commercial General Liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire protecting, as required in this Renewal Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. (b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars

(\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee. (d) Franchisee shall upon written request provide Franchising Authority with certificate(s) of insurance for all policies required herein.

SECTION 9.3 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The indemnity of the Town; and
- (iv) The satisfactory removal or other disposition of the Cable System.

SECTION 9.4 - FRANCHISE FEE

(a) Franchisee shall pay a Franchise Fee to the Town, throughout the term of this Renewal Franchise equal to five percent (5%) of Franchisee's Gross Annual Revenue.

(b) Said Franchise Fee payments shall be made to the Franchising Authority on a quarterly basis and shall be payable within sixty (60) days of the end of each calendar quarter.

(c) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of

five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by Franchisee to the Franchising Authority, or its designee(s), to be used for PEG Access operations, (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term “Franchisee Fee” pursuant to Section 622(g)(2) of the Cable Act. .

SECTION 9.5 - REPORTS

(a) Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

(b) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years, in accordance with NH RSA 53-C:3-e.

- (c) Such record(s) shall contain the following information for each Complaint received:
- (i) Date, time and nature of the Complaint;
 - (ii) Investigation of the Complaint; and
 - (iii) Manner and time of resolution of the Complaint.
 - (iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report to the Franchising Authority, upon written request, indicating the corrective steps it has taken, with the nature of the problem stated.
 - (v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

(d) Upon request, the Franchisee shall provide copies of its Cable System performance tests covering the Town of Amherst to the Franchising Authority in accordance with applicable FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

(e) Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The

Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

(f) Upon written request the Franchisee shall make available to the Town, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(g) The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

Upon written notice, the Franchise issued hereunder may, after due process pursuant to opportunity to cure (Section 9.8) and public hearing held by the Franchising Authority, subject to any other rights available to Franchisee, be revoked by the Franchising Authority for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;

(c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and

(d) For repeated failure to comply with the material terms and conditions of this Renewal Franchise.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have ninety (90) days from the receipt of such notice to:

(a) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such ninety (90) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above , then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority. No notice shall be required, however for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise Renewal or of denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is

not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned.

SECTION 9.11 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such general laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Franchise Agreement to the extent that any provision of this Franchise Agreement conflicts with or is inconsistent with such laws, rules or regulations.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

ARTICLE 10
MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Amherst
Attn: Board of Selectmen
2 Main Street
Amherst, NH 03031

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: Government & Regulatory Affairs
5 Omni Way
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Relations
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed

without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - WARRANTIES

Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchise Renewal:

(a) Franchisee is duly organized, validly existing and in good standing under the laws of the State;

(b) Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise Renewal , to enter into and legally bind Franchisee to this Franchise Renewal and to take all actions necessary to perform all of its obligations pursuant to this Franchise Renewal;

(c) This Franchise Renewal is enforceable against Franchisee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against Franchisee which would interfere with performance of this Franchise Renewal.

SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

SECTION 10.8 - NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 2022.

TOWN OF AMHERST

By:

Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

Board of Selectmen

**COMCAST OF CONNECTICUT/GEORGIA/
MASSACHUSETTS/NEW HAMPSHIRE/NEW YORK/
NORTH CAROLINA/VIRGINIA/VERMONT. LLC**

By:

Anthony M. Bowling, Sr. Vice President
Greater Boston Region

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

1. Amherst Town Hall	2 Main Street
2. Souhegan High School	412 Boston Post Road
3. Amherst Middle School	14 Cross Road
4. Amherst Town Library	14 Main Street
5. Wilkins Elementary School	80 Boston Post Road
6. Police Department	175 Amherst Street
7. Fire Department	177 Amherst Street
8. Clark Elementary School	14 Foundry Lane
9. Brick School	1 School Street
10. Public Works	22 Dodge Road

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

EXHIBIT C

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION PART 76-CABLE TELEVISION SERVICE Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(a) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met 110 less than ninety-five (95) percent of the time measured on a quarterly basis:

(1) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(2) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

- (4) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
- (5) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.
- (b) Communications between cable operators and cable subscribers—
- (iii) Refunds—Refund checks will be issued promptly, but no later than either-
- (iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.
- (4) Definitions—
- (i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.
- (ii) Normal operating conditions—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
- (iii) Service interruption—The term "service interruption" means the loss of picture or sound on one or more cable channels.

WELCOME TO



AMHERST, *NEW HAMPSHIRE*



ADMINISTRATION and FINANCE

FY23 Strategic Plan (July 22 – June 23)

October 2021 (Updated September 2022)

Vision statement

Our vision is that our Town government:
is fiscally sound,
delivers services fairly and efficiently,
communicates effectively,
and is recognized as a model of local governance
in the State of New Hampshire.

Mission statement

Our mission is

to provide superior service to our residents,
businesses, and visitors,

to fairly administer the ordinances and policies
within our areas of responsibility, and

to provide the transparency in our operations
that the public expects.

Administration General Responsibilities

General Town Government Operations

Human Resources

Communications

Website Management

Public Assistance/Social Service Agencies

Admin Strategic Goal 1: Continuous Improvement of Service Delivery

Provide staff training

Oversee and encourage
implementation of Strategic Plans
town-wide (Work on KPIs)

Proper Administration of ARPA Grant
Funds and FD PFAS Project

Admin Strategic Goal 2: Improve Communications and Engagement

- Work with BOS to develop a town-wide strategic plan
- Ensure that our social media policy is appropriate and up to date

Admin Strategic Goal 3: Attract and Retain Quality Employees

- Provide a safe and welcoming workplace culture
- Provide adequate training opportunities
- Implement updated personnel policy

Finance General Responsibilities

Cashflow Management

Accounts Payable

Payroll

Audits

Bonding/ Debt/ Leasing

GASB Requirements

Federal/State Reporting Requirements

Budget Management/ Forecasting

Finance Strategic Goal 1: Accuracy, Efficiency and Transparency

Boards and Committees, Department Heads, employees and the public are provided with timely and accurate financial reports

Achieve audits with “no material deficiencies”

Develop “outward facing” reports on the financial software to increase transparency

Continue internal training on software to increase usage and to improve usefulness

Finance Strategic Goal 2: Sustainable financial system

Develop clear financial policies

Develop financial procedures, including checklists where appropriate

Review the present financial software and determine if it is the best fit for the town

Budget Impact Summary

Administration

Initiatives	FY 21	FY22	FY23	FY24	FY25
Agenda Software	\$4,500	\$3,000	\$3,150	\$3,300 (est)	\$3,450 (est)
Budgeting/ Performance Management Software	\$7,811	\$8,045	\$8,286	\$8,535	\$8,791
Total Initiatives	\$12,311	\$11,045	\$11,286	\$11,535	\$11,791

Finance

Initiatives	FY21	FY22	FY23	FY24	FY25
Finance Software	\$45,000	\$47,000	\$49,000	\$51,000	\$53,000
Total Initiatives	\$45,000	\$47,000	\$49,000	\$51,000	\$53,000

Summary

During the current fiscal year, it is expected that we will be able to:

- Update the Personnel Policy Handbook
- Develop a social media policy
- Determine the use of ARPA Grant funds and set up any related programs and manage FD PFAS project

The finance department has had regular staff turnover for at least 10 years. I am hoping that making sure that we have the right policies, procedures and technology will help fix this issue once and for all.

Questions or Comments?



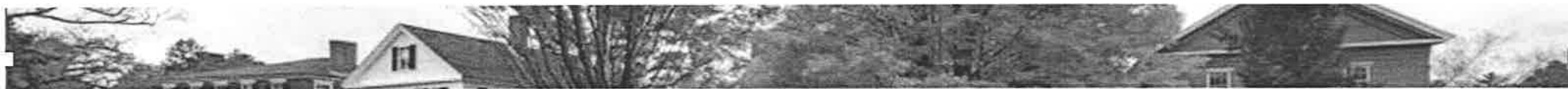
Amherst NH Town Government



Administration and Finance

FY24 (July 2023 – June 2024)

September 2022



Introduction

- Over the last few years administration and finance have had significant turnovers in personnel.
- Our current plan (FY23) was designed to help stabilize these departments and start the process of moving forward.
- Although FY 24 will have its own challenges, we should be better prepared for them.





Vision Statement

Our vision is that our Town government:

- is fiscally sound,
- delivers services fairly and efficiently,
- communicates effectively,
- and is recognized as a model of local governance in the State of New Hampshire.





Mission Statement

Our mission is

- to provide superior service to our residents, businesses, and visitors,
- to fairly administer the ordinances and policies within our areas of responsibility, and
- to provide the transparency in our operations that the public expects.





Administration and Finance Overview

- General Town Government Operations
- Human Resources (including recruitment, retention and training)
- Communications, both internal and external
- Public Assistance/Social Service Agencies
- All aspects of internal and external Financial Services





SWOT: Admin and Finance

- Strength: Financial & Organizational Resilience
- Weaknesses: Position turnovers in next 2 years; Out of date and inconsistent policies
- Opportunities: Grant funding (ARPA, PFAS)
- Threats: Recruitment and retention will impact stability





Single point of failure; Greatest threat to systemic stability

- A successful ransomware attack





Employee Retention & Recruitment

- FY 23 (July 22 to June 23):
 - New finance director will need to be onboarded
 - Addition of new Assistant Finance Director
- FY 24 (July 23 to June 24):
 - New town administrator will need to be onboarded
- FY 25 (July 24 to June 25)
 - Addition of new Special Projects Coordinator





Administration Strategy 1: Continuous Improvement of Service Delivery

Goals:

- Improvement in the delivery of services by providing appropriate assistance to each town department
- Provide proper administration of ARPA Grant Funds, PFAS projects and other special projects that may arise

KPI: Annual review of department operations by the BOS indicating satisfaction or above for each area of administrative responsibility

Project: Obligate ARPA funds (Deadline December 24)

Project: Begin Municipal Records Digitization





Administration Strategy 2: Improve Communications and Engagement

Goals:

- Continue to work with BOS on town-wide strategic plan implementation and updates
- Manage, monitor, and update as necessary the town's social media policy

KPI: Improvement in citizen satisfaction score with communications on biennial survey

Project: Implement Social Media Policy

Initiative: First townwide biennial survey





Administration Strategy 3: Attract and Retain Quality Employees

Goals:

- Provide a safe and welcoming workplace culture
- Provide adequate training opportunities
- Implement and monitor updated personnel policy

KPI: Rate of Retention of FT employees annually

Initiative: Town entering NHRS





Finance Strategy 1: Increased Accuracy, Efficiency and Transparency

Goals:

- Boards and Committees, Department Heads, employees and the public are provided with timely and accurate financial reports
- Achieve audits with “no material deficiencies”
- Develop “outward facing” reports on the financial software to increase transparency

KPI: Indication on town-wide biennial survey that public is increasingly aware of information provided by Finance Department





Finance Strategy 2: Develop a Sustainable Financial System

Goals:

- Develop clear financial policies
- Develop financial procedures, including checklists where appropriate
- Review the present financial software and determine if it is the best fit for the town

Project: Financial Software Review

Initiative: Continued funding of new AFD position





Summary:

Initiatives FY 24 (July 23 – June 24)

- Admin: New Hampshire Retirement System
 - Cost: Approximately \$225,000
- Finance: Addition of Assistant Finance Director
 - Cost: Approximately \$100,000





Future Initiatives

- FY 25 (July 24 – June 25)
 - Admin: Special Projects Coordinator position
 - Admin: Digitization of Records
 - Finance: Compensation Study
- FY 26 (July 25 – June 26)
 - Admin: Upgrade IT capabilities





Amherst NH Town Government



Tax and Assessing Strategic Plan

September 12, 2022



Mission and Vision Statements

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





Tax and Assessing Overview

- Staffing
 - 2 Full Time Employees
 - Granite Hill Municipal Services – Contracted Assessing Firm
- Services
 - Public Service & Resource Provider
 - Inventory and Valuation of Real Estate
 - Property Tax Collection
 - Resident Consultation
 - Central Depository for all Town Departments



2022 Town Valuation Breakdown

<u>TAXABLE PROPERTY TYPE</u>	<u>VALUATION</u>	<u>INCREASE</u>
COMMERCIAL/INDUSTRIAL	\$ 245,173,475.	\$ 5,879,200.
RESIDENTIAL	\$ 2,066,046,622.	\$ 22,779,460.
UTILITIES	\$ 65,989,700.	\$ 3,093,800.
VALUATION BEFORE EXEMPTIONS	\$ 2,377,209,797.	\$ 31,752,460.
EXEMPTIONS	\$ (14,225,560.)	\$ 3,378,660.
*NET VALUATION	\$ 2,362,984,237.	\$ 28,373,800.

*2022 MS-1 Valuation used to calculate the 2022 tax rate set by DRA in late October.



History of Property Tax Liens

TAX YEAR	# OF PROPERTIES (Originally)	DUE AT LIEN	# OF PROPERTIES (Currently)	BAL AS OF 9/7/22
2021	58	191,902	37	144,868
2020	50	188,454	12	54,626
2019	47	268,257	4	9,831
2018	58	264,771	2	1,184
2017	52	235,672	1	1,093
2016	72	284,673	1	1,059
2015	72	269,762	1	1,188
2014	76	312,138	1	1,194
2013	79	318,922	1	1,183
2012	85	344,661	1	5,671
2011	90	876,168	1	5,490
	631	3,175,024	13	227,387





Municipal Comparison Studies

- Coefficient of Dispersion Rating (COD)
- Assessing Staff
- Property Tax Collection Rates





Coefficient of Dispersion (COD)

- NH Department of Revenue Administration conducts an annual ratio study of each municipalities property sales versus property assessments which results in a Coefficient of Dispersion (COD) rating
- COD is reactive to changes in the real estate market. Sales included from October 1 thru September 30 each year. It is the most common tool used to measure uniformity of values within each community
- COD rating of 20 or less is considered an acceptable range by DRA's standards. Historically, Amherst's COD ratings have ranged from 8 to 12
- 2021 post-revaluation COD was 9.5
- 2022 COD as of 8/31/2022 (September sales not in yet) is projected to be approximately 12 with no signs of decline in the residential sales



2021 COD Comparison

MUNICIPALITY	EQUALIZATION RATIO	2021 COD
AMHERST	94.7	9.5
ANTRIM	69.1	20.9
BEDFORD	93.8	8.6
GOFFSTOWN	70.9	11.9
GREENFIELD	77.8	18.1
HANCOCK	96	11
HILLSBOROUGH	79.9	17.8
HOLLIS	73.4	13.1
HUDSON	71.3	12
LYNDEBOROUGH	80	15.5
MANCHESTER	96.1	9.2
MERRIMACK	97.2	7.7
MILFORD	95.3	9.7
MONT VERNON	70.6	14
NASHUA	71.9	11.8
WILTON	96.4	8



Municipal Assessing Staff

MUNICIPALITY	TOTAL
AMHERST	CONTRACTED + 1 SHARED DA
BEDFORD	CNHA + 2
EXETER	CONTRACTED + CNHA + ?
GOFFSTOWN	CNHA + 1
HOLLIS	CONTRACTED + 1
HOOKSETT	CNHA +1
HUDSON	CNHA + 2
LONDONDERRY	CONTRACTED + CNHA + 3
MERRIMACK	CONTRACTED + 2
MILFORD	CONTRACTED +CNHA + ?
PELHAM	CONTRACTED + CNHA + 1
WINDHAM	CONTRACTED + 1





Strengths

- Customer Service
- Online Services
- Knowledgeable Staff
- Collections
- Banking Services
- Inter-Departmental Support
- Software – AR and Assessing

Weaknesses

Office Space

Storage

Management Restrictions

Department Structure





Opportunities

- Expanded Public Services
- Employee Retention/New Hires
- Review Space Needs
- Public Input
- Self Correcting Real Estate Market

Threats

- Expense/Cost
- Real Estate Market Trend
- Increasing COD
- Untimely Revaluation
- Assessing Resource Co.'s





Strategic Goals/Inputs Needed

Short Term Goals

- Electronic Billing
- Space Needs Review
- Resident/Business Surveys
- Monitor COD Rating
- Added Assistance to Elderly/Disabled Population

Long Term Goals to Consider

- Restructuring of Tax and Assessing Departments
- Consider Staffing Certified NH Assessor



Budget Impact Summary

	FY24	FY25	FY26	FY27	FY29
Initiatives/Goals					
Electronic Tax Billing		2,000			
Elderly/Disabled Assistance					
Staffing/Restructure				100,000	
*Town-Wide Revaluation			75,000	75,000	
Warrant Articles					
*Revaluation Capital Reserve Funding	25,000	25,000	25,000	25,000	25,000





Mission and Vision Statements

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





Questions





Amherst NH Town Government



***Amherst Police Department
and
Communications Center***
*Strategic Plan Review
September 12, 2022*



MISSION

Protect the lawful rights, freedoms, and safety of all in our community
with compassion, fairness, and respect

VISION

Further enhance accountability, transparency, and effectiveness
in the delivery of services





Strategic Agency Goals

- Initiatives tied to four goals aimed at improving public safety and maintaining overall level of service to the community:
 - *Reduce neighborhood property crime*
 - *Increase traffic safety along town roads and through residential areas*
 - *Reduce the use and availability of illicit drugs*
 - *Maintain professional policing standards and level of service*





S.W.O.T Analysis: *Strengths/Weaknesses/Opportunities/Threats*

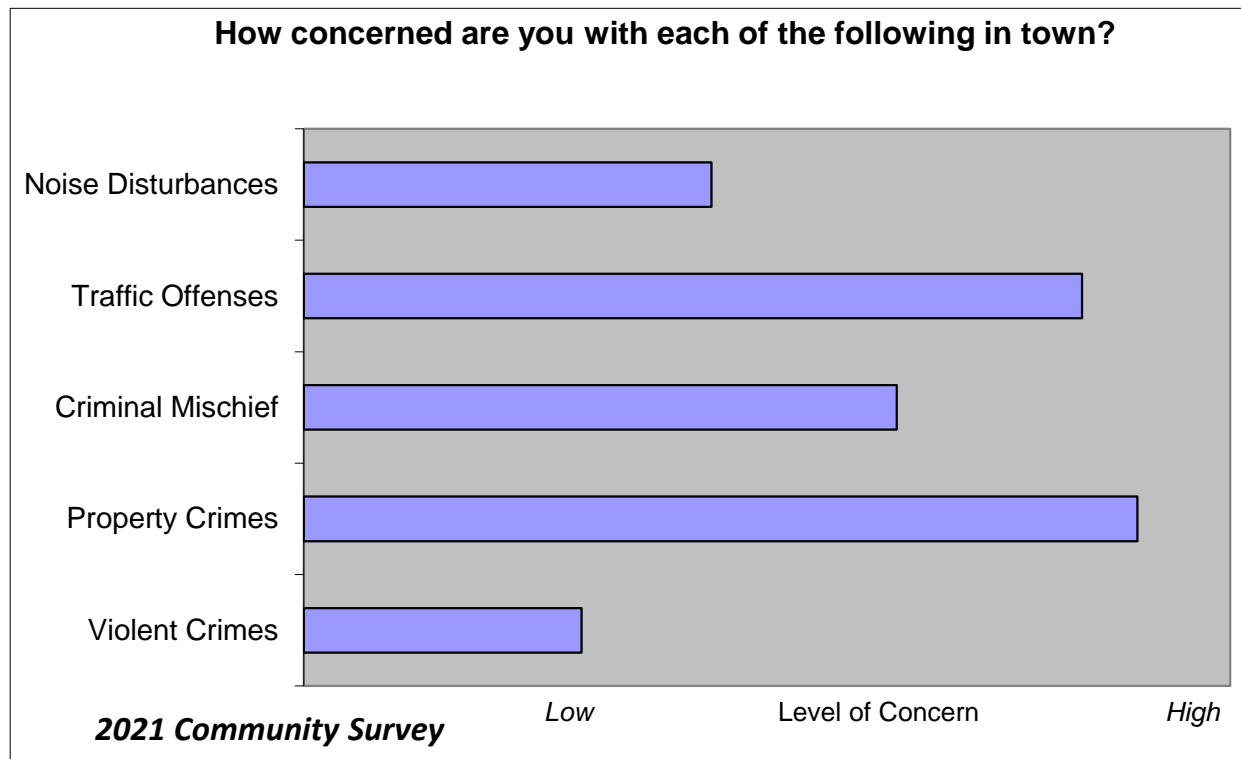
- Strengths
 - Employee screening/hiring process, neighborhood safety, services to schools, infrastructure longevity, community survey practices, accident and criminal investigations
- Weaknesses
 - District Court prosecutor role succession
- Opportunities
 - Enhancing transparency and accountability
- Threats
 - Budget funding challenges, staying abreast of the technology curve





Goal #1: *Maintain reduction in neighborhood property crime*

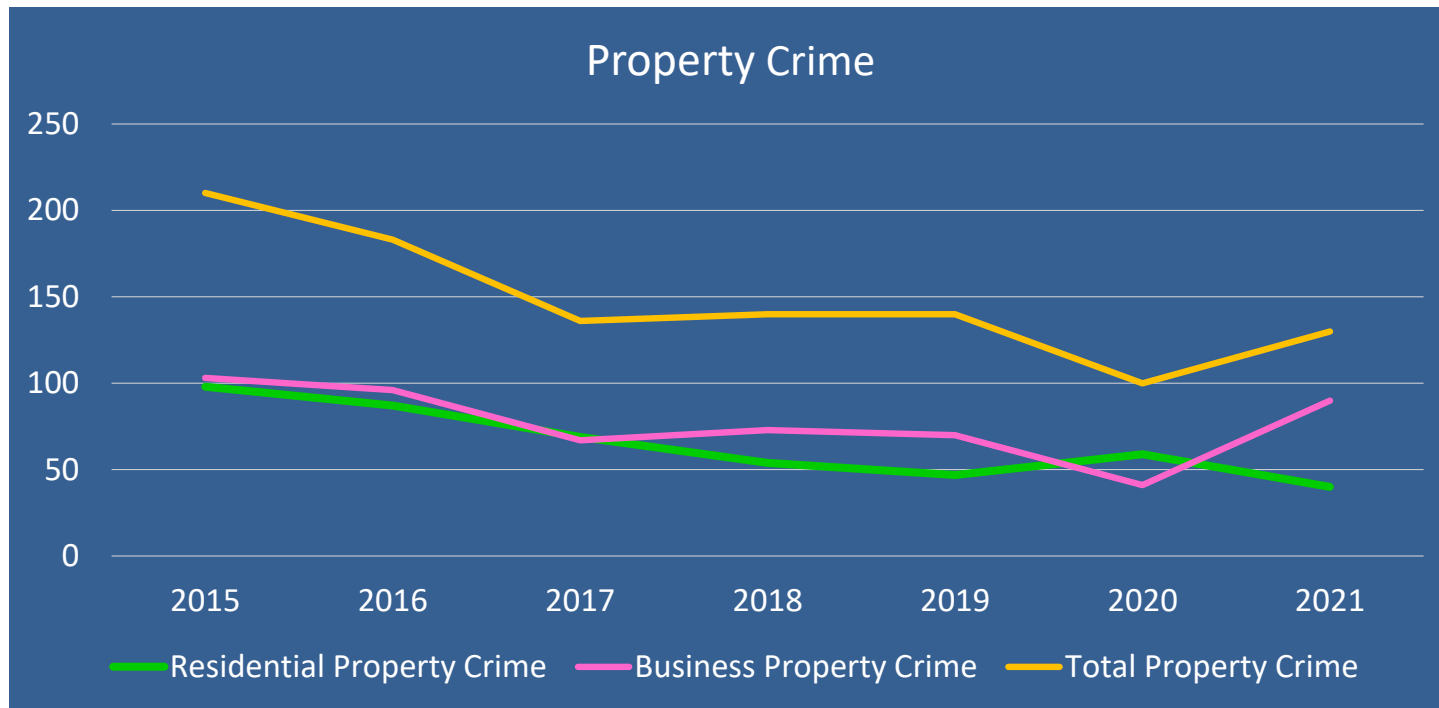
- Five community surveys since 2013 consistently list property crime as one of the top two citizen public safety concerns alongside traffic offenses





Goal #1: continued...

- Original goal aimed at reducing residential property crime by 15% over the course of 4-5 years
- Residential property crime has dropped every year since 2015 (with the exception of an uptick in 2020 attributed solely to theft or vandalism of political signs during contentious election year)



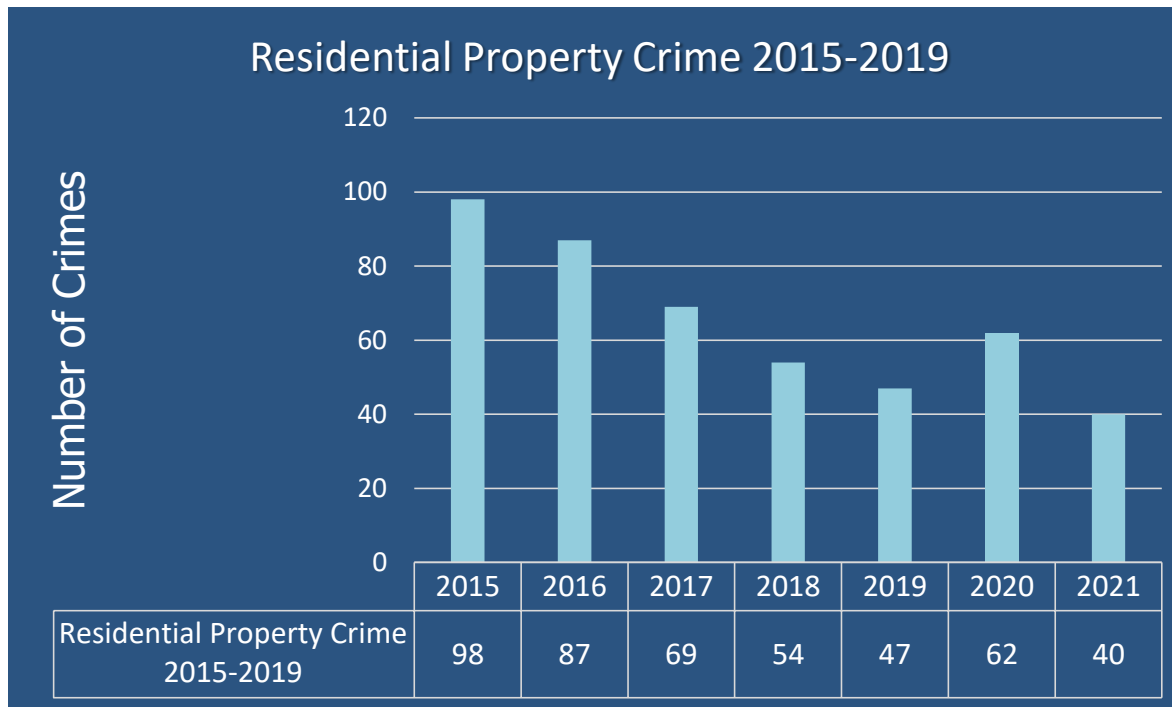
***2021 business property crime rise attributed to increased shoplifting reports at Walmart*





Goal #1: continued...

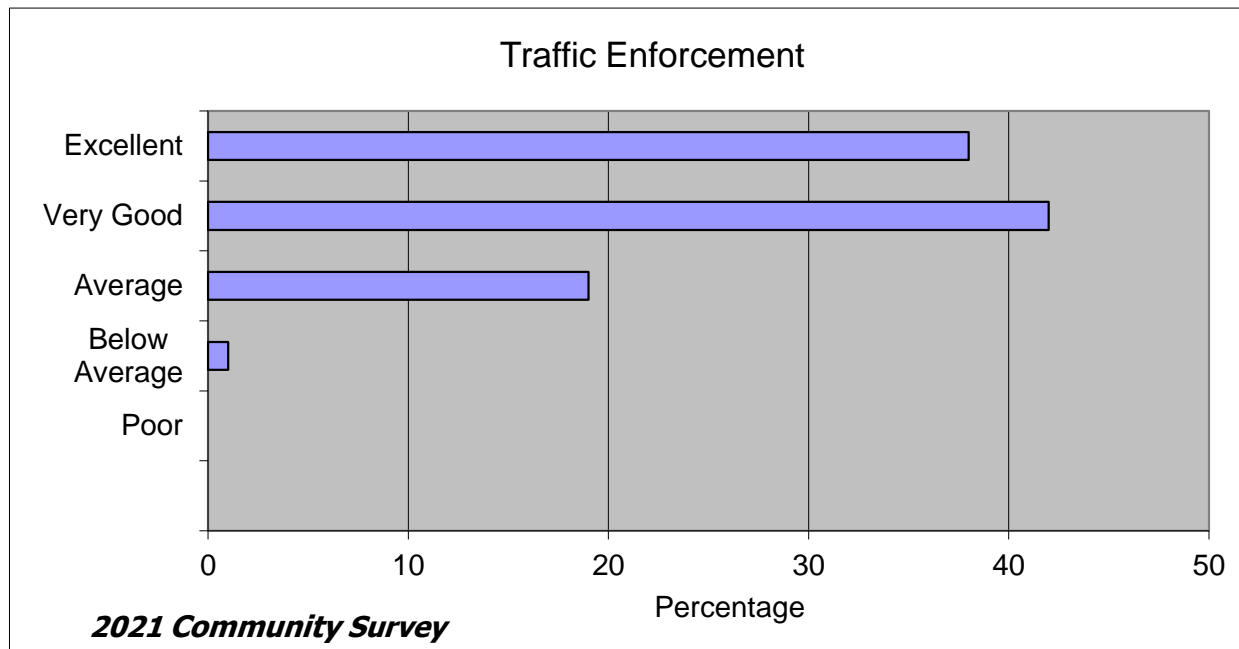
- Continued reduction noted for 2021
- Residential property crime (i.e., burglary, arson, theft, vandalism, trespassing) has decreased a total of 59% from 2015 through 2021





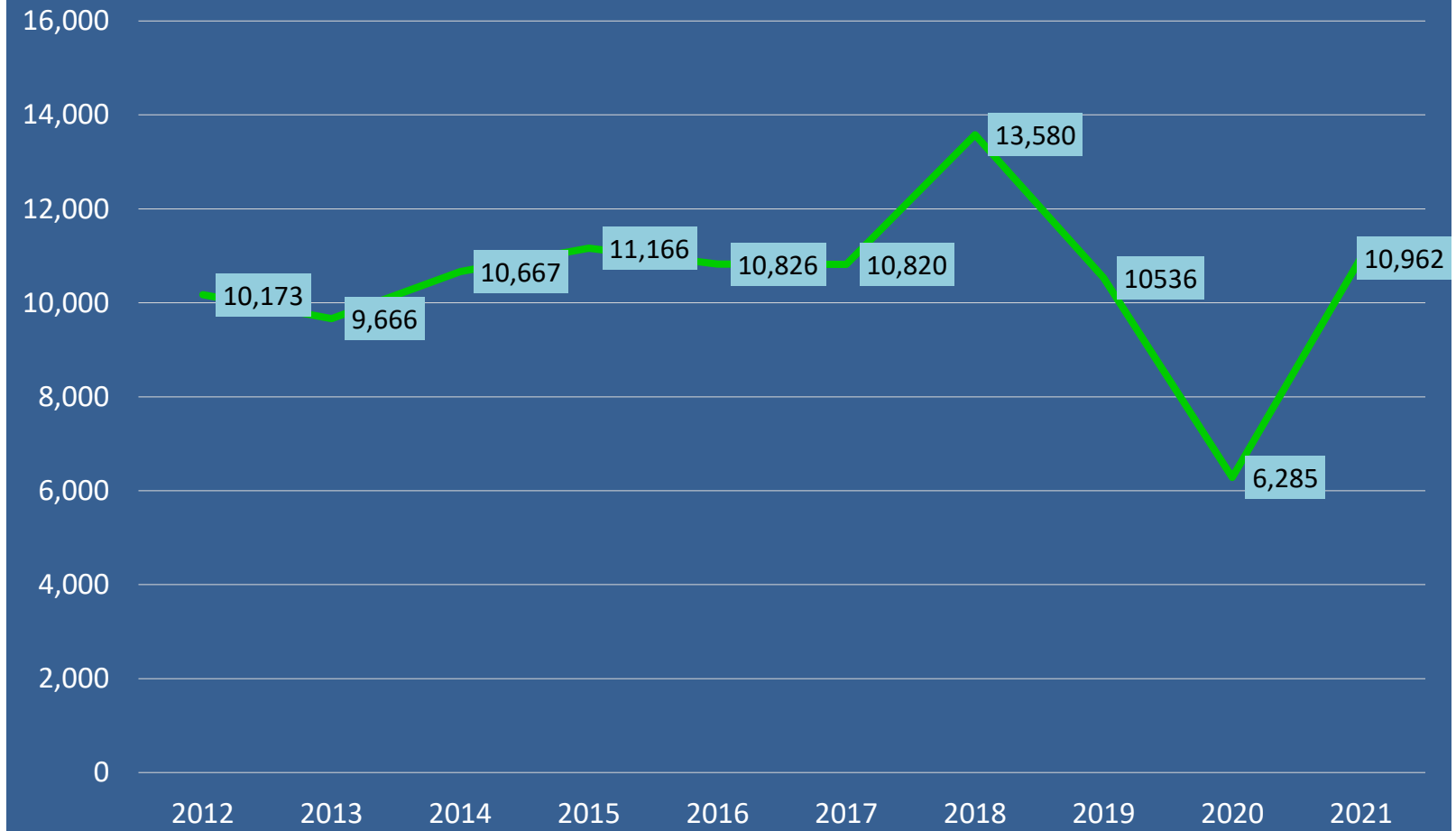
Goal #2: Increase traffic safety along town road and through residential areas

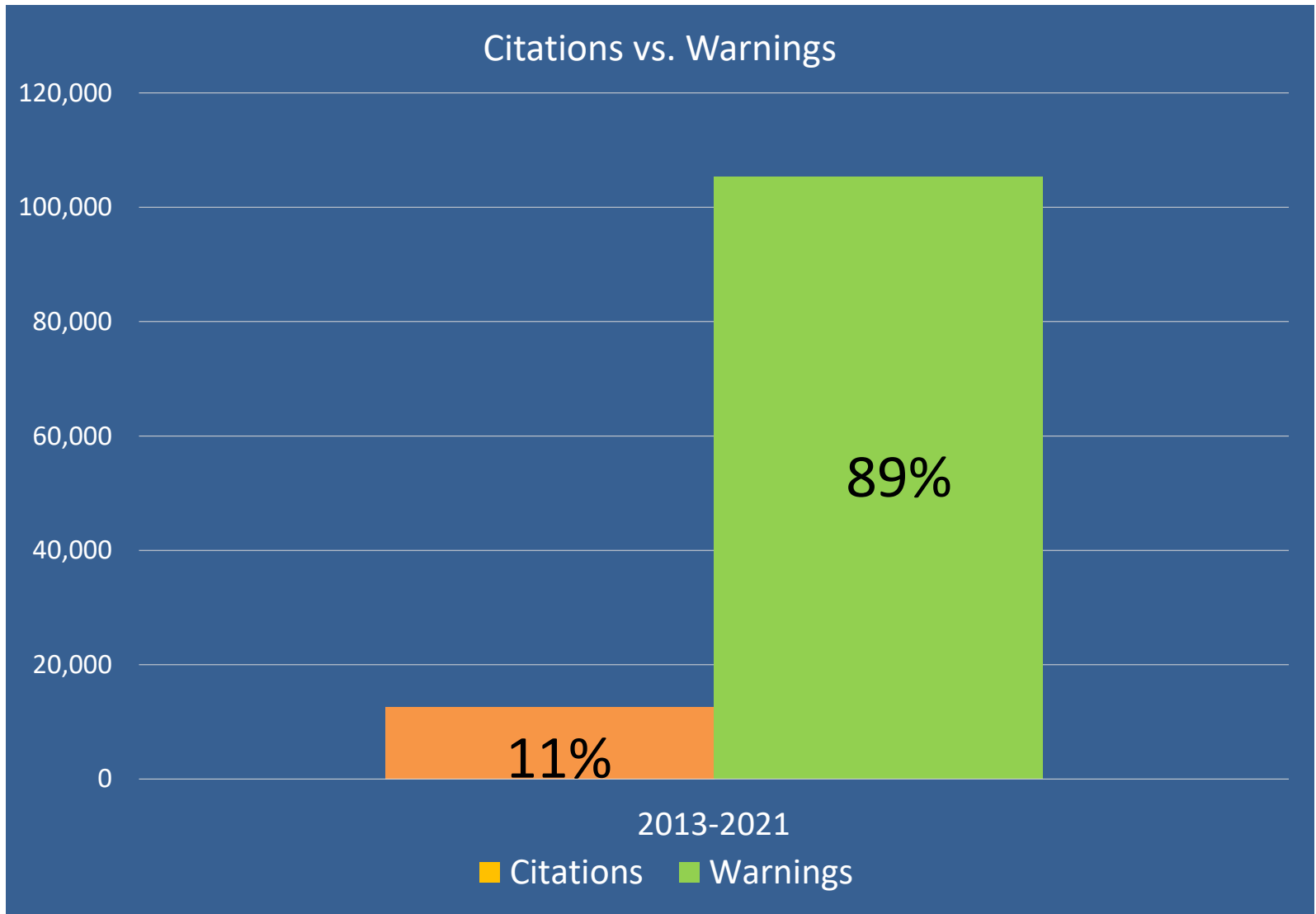
- 2021 survey showed an increase from 75% to 80% approval rating for traffic enforcement since previous 2019 survey





Total Annual Motor Vehicle Stops







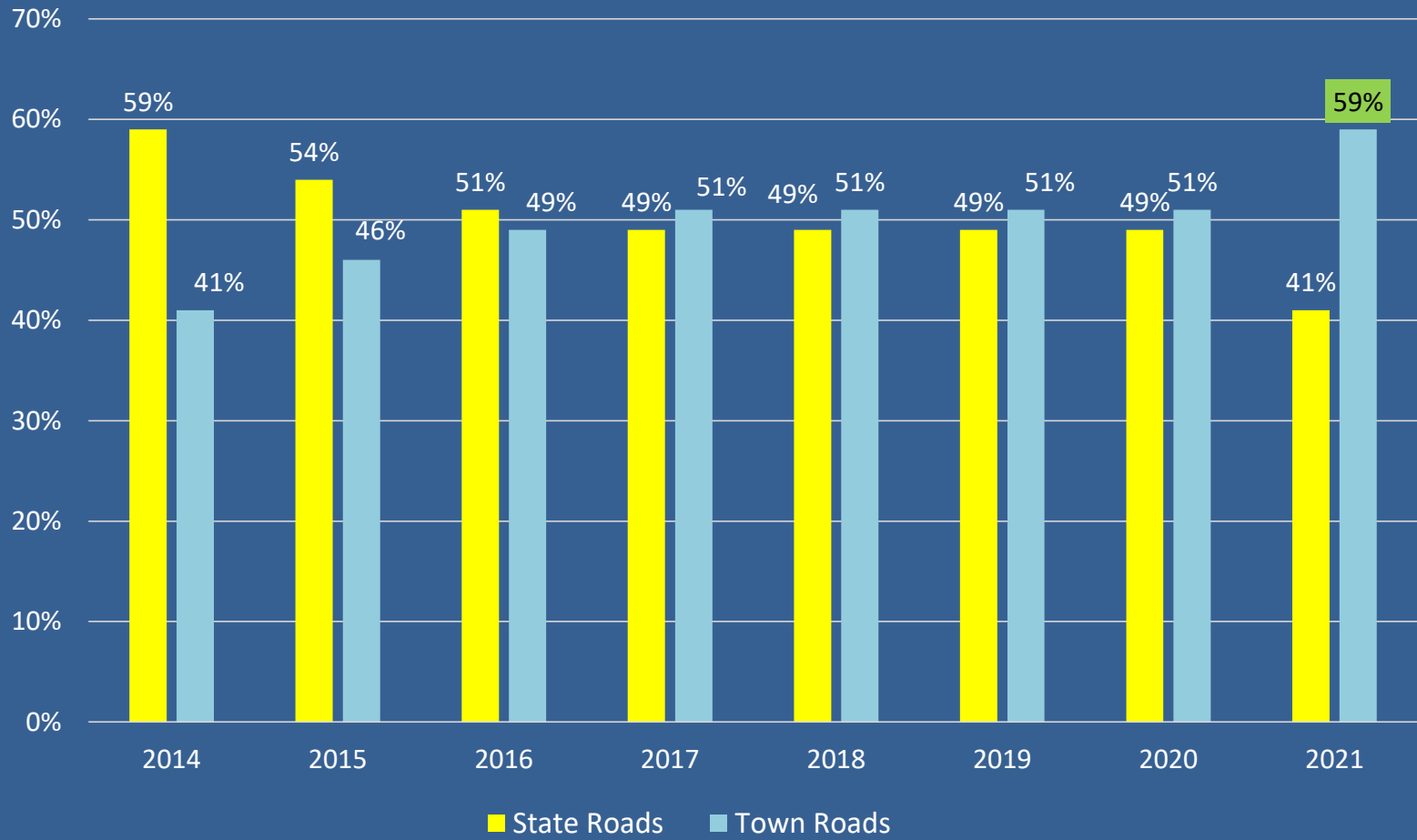
Goal #2: *continued...*

- Steady officer presence is still required along our two major state roads due to enormous traffic volume
 - Routes 101 and 101A alone account for roughly 66% of total yearly motor vehicle accidents
 - Routes 101 and 101A also account for approximately 60% of total DWI and drug-related arrests
- Agency efforts aimed at improving traffic safety along town roads with an initial increase in enforcement presence of 10-15% by 2021
- Efforts have increased focus on town roads since 2014
- Changes in overall agency operations changed dramatically throughout onset of Covid-19 pandemic
 - Agency was unsuccessful in reaching goal of at least 52% town road enforcement for 2020
- Return to more routine operations in 2021 allowed for increased engagement in roadside enforcement presence along town roads and neighborhoods, exceeding desired goal with 59% of traffic stops occurring on town roads (41% on state roads)





Percentage of Warnings/Citations Issued on State vs. Town Roads

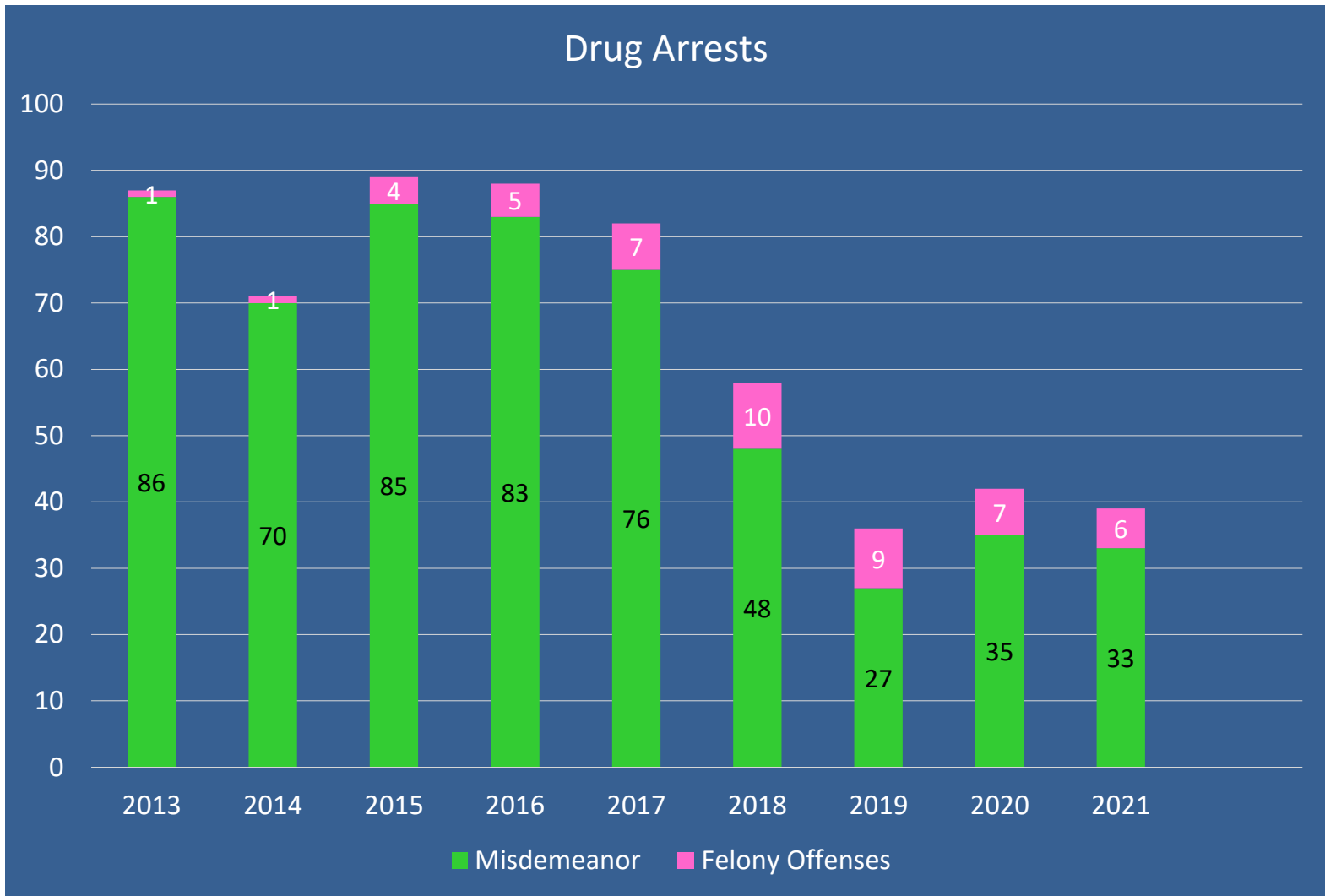




Goal #3: Reduce the availability of illicit drugs

- Department's drug enforcement efforts have always focused on drug resistance education and aggressive investigation/arrest of drug offenders
 - Drug awareness and education (D.A.R.E., School SRO education, etc.)
 - Investigation and arrest of drug offenders
 - Department's drug enforcement efforts have historically centered around traffic enforcement and motor vehicle-related drug interdiction (i.e., arrests and drug seizures during the course of traffic stops)
 - Enforcement efforts beginning in 2015 were augmented with creation of Hillsborough County Street Crimes Task Force and resulting undercover investigatory operations
- Continued impact on drug distribution at its source is necessary alongside drug resistance education and other drug enforcement and treatment efforts
- Department goal to increase major drug arrests by an average of roughly 15% each year through 2020 now shifted forward to at least 2022
 - County task force went unfunded for 2020 and operations were suspended
 - Department's individual drug interdiction efforts still resulted in continued arrests despite protocol changes due to Covid-19 and lack of County funding
 - Task force operations resumed in October 2021 and are currently ongoing

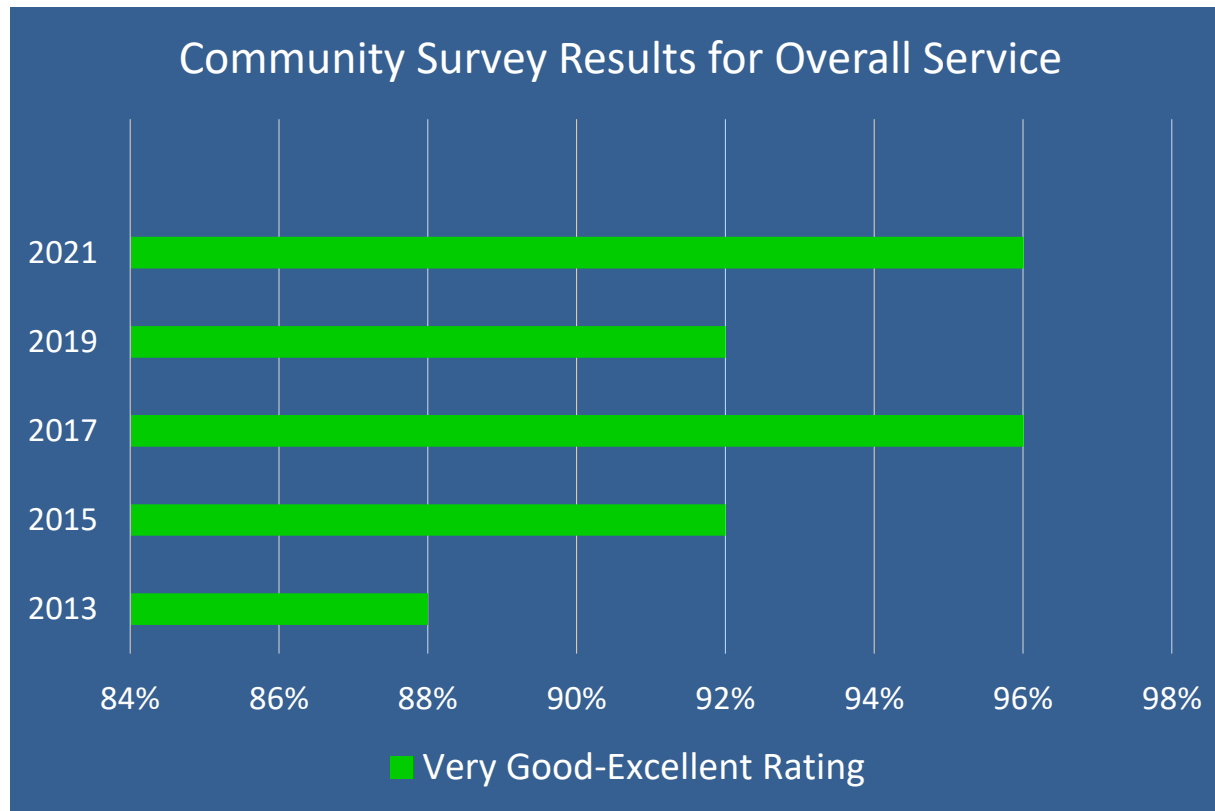






Goal #4: *Maintain professional policing standards and level of service*

- Biennial community survey implemented as part of strategic planning in the summer of 2013, and again conducted in 2015, 2017, 2019, and 2021





Goal #4: *continued...*

- Agency standing and perception tied in large part to maintaining recognized professional policing practices
- Current police station renovation plan is central to maintaining and building upon professional policing level of service
- Phase I of building renovation finished January 2021
- Phase II currently underway with project completion slated for by the end of next month, October 2022
- Renovated facility anticipated to meet the needs of the police department and community for the next 30 years.
- Facility now meets current and anticipated demands for space and community services





Goal #4: continued...

- Alongside infrastructure improvements, Department's strategic plan over the last two years has addressed ongoing Body-Worn Camera (BWC) discussions
- BWC implementation is integral to the Department's vision statement commitment to further enhance transparency and accountability
- State grant funding for BWC programs was made available in February 2022
- The Town's grant application for up to \$50,000 reimbursement was filed in February, and the maximum amount of \$50,000 has since been awarded to the Town (public hearing held on August 22, 2022 to formally accept those funds)
- Current five-year, all-inclusive BWC contract cost is \$161,010
 - 40% (or \$64,404) payment in 2023
 - Remaining payments of \$24,151 in 2024-27
 - Followed by multi-year contract renewal, or continuation on yearly basis





Goal #4: continued...

- Department vision also focused upon maintaining effectiveness in delivery of police services
- Primary focus is continued and future effectiveness of district court case prosecution
- New Hampshire statute allows for police officers to act as prosecutors in district court, not requiring that they be NH BAR certified attorneys
- Amherst has always utilized police-prosecutors since the agency's inception
- In recent years, departments across the state have increasingly shifted away from police-prosecutors and toward attorney-prosecutors
- 80% of departments in Hillsborough County and other comparable towns statewide employ either full or part-time attorney-prosecutors





Towns <i>with</i> Attorney-Prosecutors (32)			Towns <i>without</i> Attorney-Prosecutors (8)
Antrim	Hillsborough	New Ipswich	Amherst
Bedford	Hooksett	Pelham	Exeter
Bennington	Hollis	Peterborough	Gilford
Brookline	Hudson	Plaistow	Greenfield
Bow	Lebanon	Raymond	Lyndeborough
Deering	Litchfield	Sharon	Mason
Fracestown	Manchester	Temple	New Boston
Goffstown	Merrimack	Wilton	Weare
Greenville	Milford	Windsor	
Hancock	Mont Vernon	Windham	
Hanover	Nashua		





Goal #4: continued...

- Attorney-Prosecutor is a part time, independent contractor position with anticipated workload of 25-30 hours weekly and a salary of \$65K-\$80K commensurate with training and experience (see appendix A for sample municipal prosecutor agreement).
- Prosecution duties are currently performed by Support Division Captain.
- Captain to remain in charge of Detectives, School Resource Officers, and Juvenile Court Prosecution, with Attorney-Prosecutor assuming all other District Court obligations and reporting directly to Support Captain
- Support Captain to then assume alternate, added responsibilities of complete Body Worn Camera system and records management, along with Department's new, multi-year initiative to achieve CALEA certification by 2026





Goal #4: continued...

- CALEA (Commission on Accreditation for Law Enforcement Agencies) is the nationally recognized policing standard for law enforcement
- Policy development, implementation, and agency operations are guided by strict accreditation (and yearly re-accreditation) standards to insure compliance with nationwide law enforcement best practices
- CALEA certification represents the next step in the professional development of the Department, and stands as evidence of the Department's commitment to excellence
[Home | CALEA® | The Commission on Accreditation for Law Enforcement Agencies, Inc.](#)
- Process of certification takes up to 26 months
- Agency certification (and continuing compliance) requires significant new duties which the Department was previously not staffed to manage
- CALEA certification for all NH agencies recommended in New Hampshire Governor's Council for Law Enforcement Accountability, Community and Transparency (LEACT) in 2021 state LEACT report [Commission on Law Enforcement Accountability, Community and Transparency | Governor Christopher T. Sununu \(nh.gov\)](#)





Towns with CALEA Accredited Police Departments:

Claremont

Dover

Durham

Goffstown

Hollis

Hudson

Keene

Laconia

Lebanon

Londonderry

Manchester

Nashua

Newington

Portsmouth

Stratham

Strafford County Sheriff's Office

Univ. of New Hampshire PD

Bedford*

Hanover*

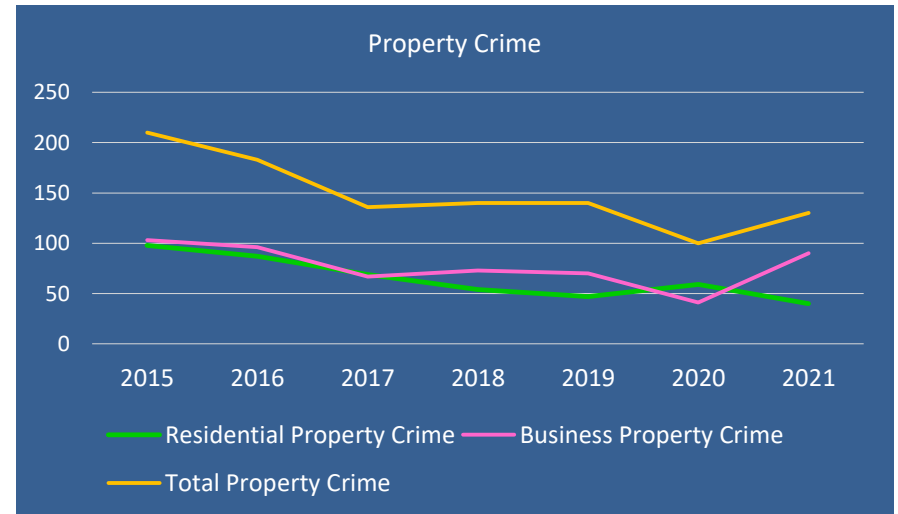
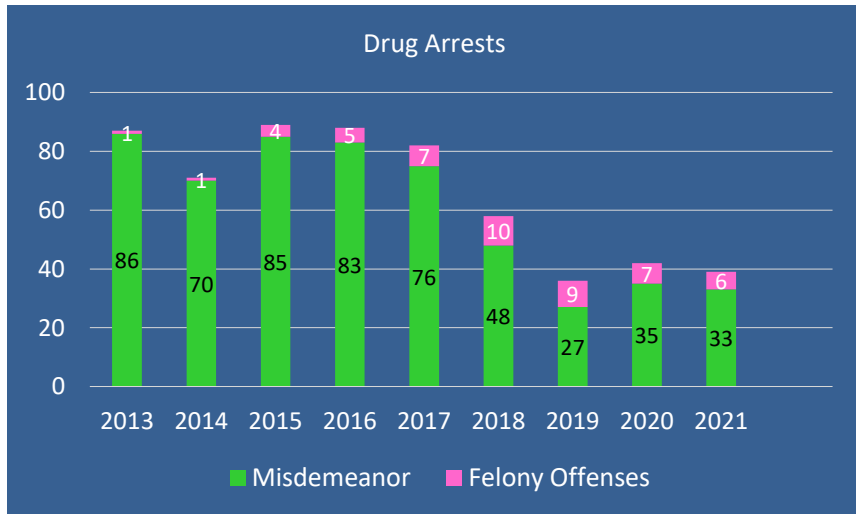
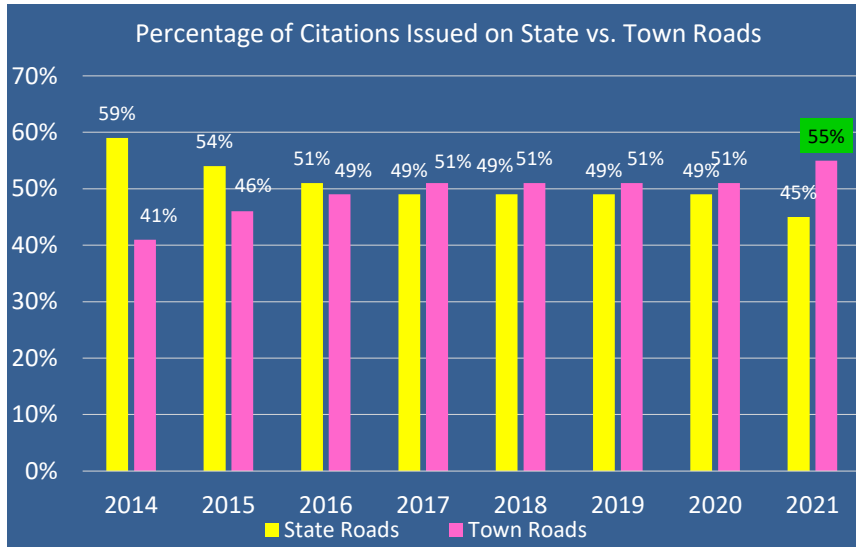
Newton*

Salem*

**currently in process of becoming accredited*



Vision Dashboard





Amherst Public Safety Communications Center





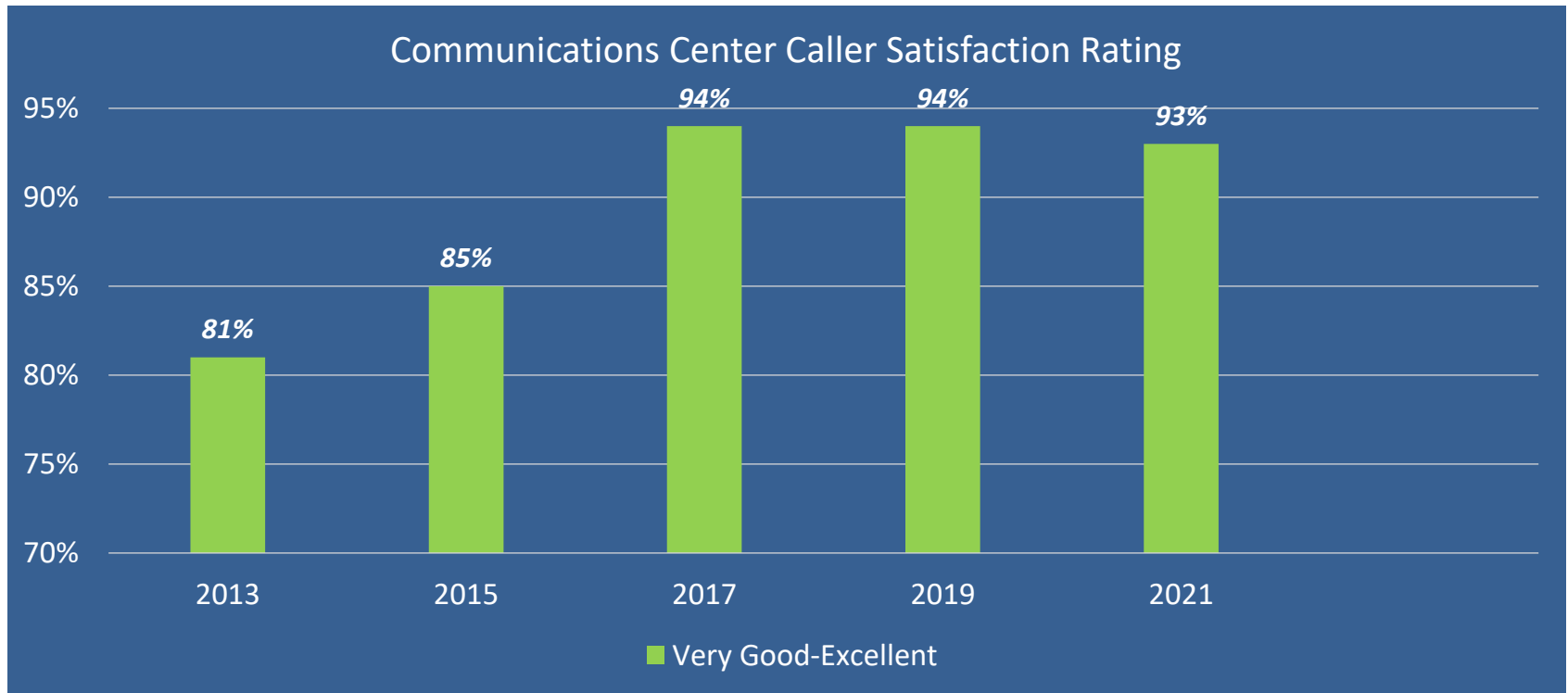
Strategic Agency Goals

- Goal #1: Maintain caller satisfaction rating of 90% or better
 - *In-service training and professional development, management and supervision, employee recruitment and retention*
- Goal #2: Maintain communications infrastructure to provide continued quality public safety services to the community
 - *Continued voter support for yearly Communications Center Capital Reserve Fund warrant articles, prioritized schedule for equipment replacement/upgrade, and regular systems maintenance*



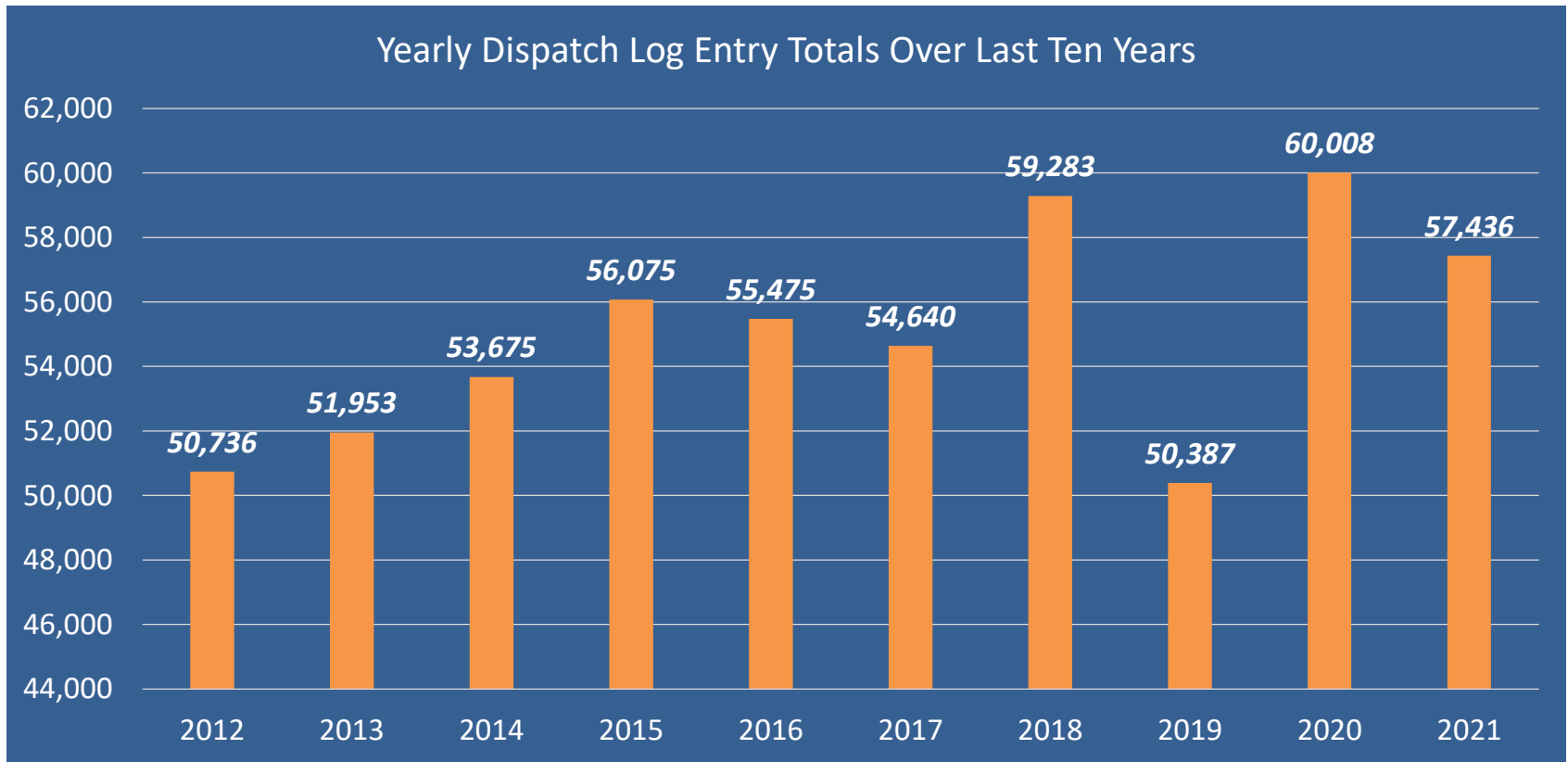
Goal #1: Maintain Caller Satisfaction Rating \geq 90%

- Continued performance evaluation via community survey feedback and public input aimed at maintaining a satisfaction rating of no less than 90%
- Steady increase and maintenance of caller satisfaction rating reflected in four biennial surveys beginning in 2013 (81%) through most recent 2021 survey (93%)





Goal #1: *continued*





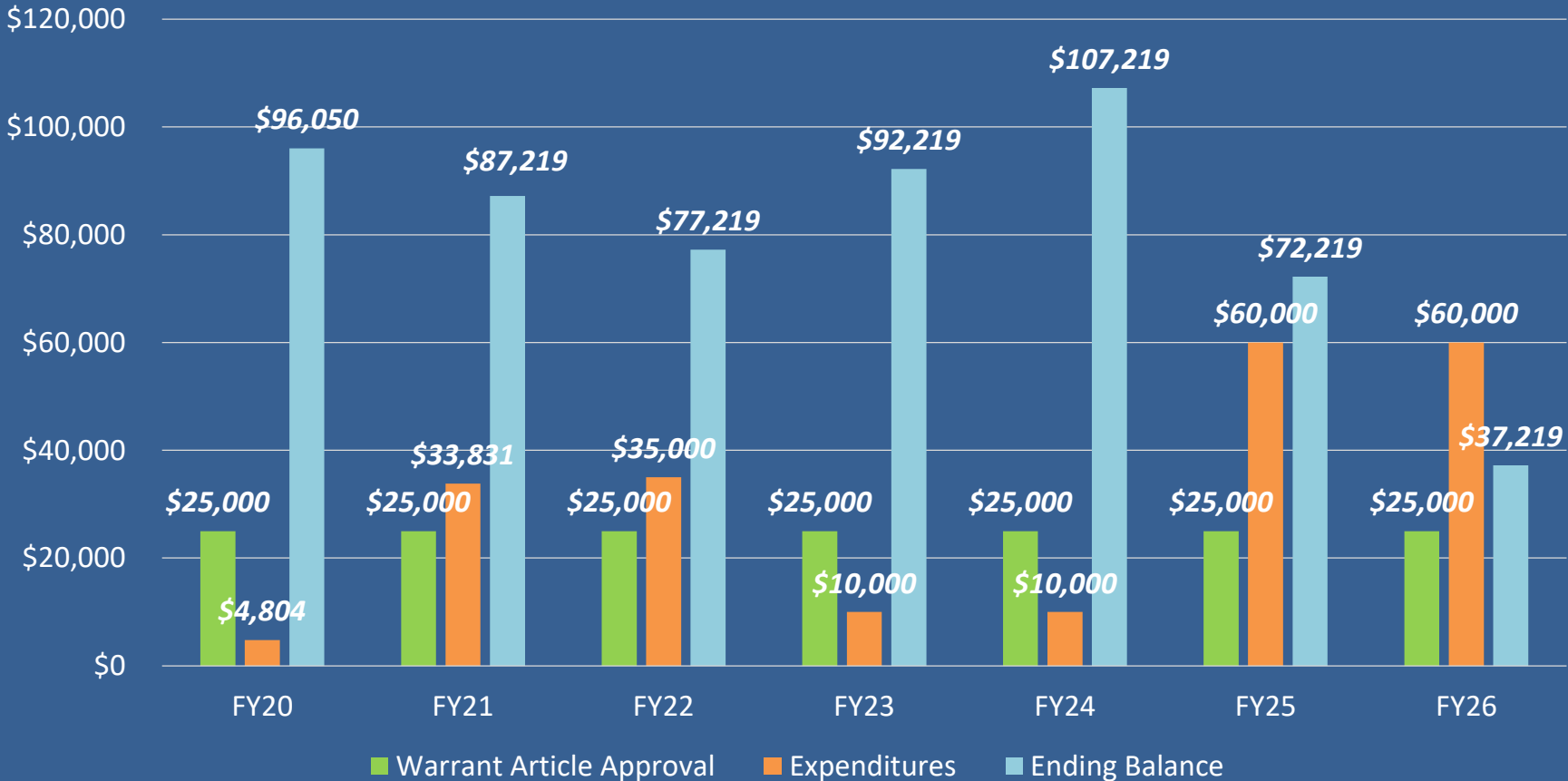
Goal #2: *Maintain communications infrastructure to provide continued quality public safety services to the community*

- Communications Capital Reserve Fund (CRF) established to address major repairs and long term equipment replacement
- Approximately \$95,000 expended on major repairs over the last four years
 - Most recently, \$30,000 allocated for premature microwave radio equipment failure on agency’s north radio tower in August of 2020
- Annual Communications CRF contributions maintained for emergency repairs and anticipated major equipment upgrades and replacement
 - Radio Repeater system grant process resumed for 2023 (cost yet TBD)
 - Radio tower replacement in 2025 (approximate grant match of \$60,000)
 - Radio console replacement in 2026 (approximate grant match of \$60,000)
- *Voters again supported continued annual capital reserve fund contribution of \$25,000 for FY23*





Communications Center Capital Reserve Fund



MUNICIPAL PROSECUTOR AGREEMENT

Appendix

The Town of Amherst Police Department desires to appoint a municipal prosecutor to represent the Town and the State of New Hampshire in cases involving, without limitation, civil causes, violations, misdemeanors, and felonies within the jurisdiction of the 9th Circuit Court – Milford. In some cases, prosecutorial jurisdiction may be preempted by the Hillsborough County Attorney or the New Hampshire Attorney General. Minor traffic violations, grand jury presentations, and juvenile prosecution will continue to be handled by the Bureau Support Captain, the direct supervisor of the prosecutor's office.

Duties

Legal Services: Attorney shall perform the services required of him by the Town as a police prosecutor. Attorney shall perform the full range of prosecutorial tasks with the assistance of the Town, including, but without limitation:

Providing consultation and legal advice to Amherst Police Officers and personnel related to criminal law and proper procedures for enforcing the law;

Evaluating information and reports, reviewing search warrants, questioning witnesses, considering evidence, and giving opinions on merits of cases;

Drafting and filing complaints at the Milford District Court;


Appearing at court proceedings, including: arraignments, pre-trial hearings, administrative license suspension hearings and motion hearings;

Drafting motions, memorandums of law, and pleadings;

Attending to discovery and disclosure matters with defense counsel;

Participating in settlements discussions and plea negotiations;





Working with victims of crimes and ensuring proper adherence to the victim's bill of rights;

Preparation and submission of all felony cases to the Hillsborough County Superior Court "Felonies First" program;

Handlings all phases of trial, including, but without limitation: compelling attendance of witnesses and production of evidence at trial, arguing cases before the Milford District Court, examining and cross-examining witnesses, preparing for defense arguments and all other tasks necessary for the fair prosecution of cases;

Appearing at sentencing and review hearings; and

Arrangement for conflict counsel as needed.

Working Hours and Availability:

The position is a part time and is expected to be between 25-30 hours weekly, although there may be instances that the Attorney and the Town agree that additional hours are necessary to complete the tasks described herein.


Other Employment Allowed:

Attorney shall not be prevented from other employment, provided that such other employment(s) do not create any conflicts of interests, ethical considerations, or otherwise compromise the ability of the Attorney to continue and carry out his duties as the police prosecutor for the Town of Amherst and the State of New Hampshire.

Records:

Attorney is required to keep and maintain records relating to all professional services rendered in the form and manner as required by the Town. All records generated by Attorney, Town, and related materials shall be the exclusive property of the Town, and shall continue to remain the exclusive property of the Town upon termination of this agreement, with or without cause.





Licensing:

The position is subject to and conditional upon Attorney at all times being NH Bar certified and licensed to practice law in the State of New Hampshire.

Continuing Education:

Attorney shall devote a reasonable amount of time and at least the minimum required Continuing Legal Education credits hours, attending professional conventions and otherwise participating in continuing education in order to improve and maintain his professional skills. Attorney shall be responsible for paying the cost of tuition and registration for such activities.

Attorney Reports to Chief of Police or His/Her Designee

Attorney shall be under the direct supervision and shall report to the Chief of Police, or his/her designee. Attorney shall keep the Chief of Police, or his/her designee advised of the status of all legal proceedings in which Attorney is involved on behalf of the Town and the State of New Hampshire. Subject to applicable law and the professional and ethical rules governing the practice of law, Attorney understands and acknowledges that the final decision to file a criminal complaint or enter into a plea bargain agreement is subject to review and approval by the Chief of Police, or his/her designee.

Compensation and Benefits

Compensation and Benefits: Attorney is a professional person and the relationship created by this agreement is that of an **independent contractor**. Attorney is not an employee of the Town, and is not entitled to benefits provided by the Town to its employees, including, without limitation: sick leave, holidays, paid vacations, nor participation in insurance or retirement plans. This part time position will have a yearly salary range of \$65,000-\$80,000 commensurate with training and experience





or enter into a plea bargain agreement is subject to review and approval by the Chief of Police, or his/her designee.

Compensation and Benefits

Compensation and Benefits: Attorney is a professional person and the relationship created by this agreement is that of an **independent contractor**. Attorney is not an employee of the Town, and is not entitled to benefits provided by the Town to its employees, including, without limitation: sick leave, holidays, paid vacations, nor participation in insurance or retirement plans. This part time position will have a yearly salary range of \$65,000-\$80,000 commensurate with training and experience





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

Title: Administrative Update

Department: Administration

Meeting Date: September 12, 2022

Staff Contact:

BACKGROUND INFORMATION:

Blood testing related to PFAS, Halloween, etc.

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 discussion requests
Meeting Date: September 12, 2022

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

Spoke with Fred Miller who followed up with issues he wanted the BOS to discuss: It was a pleasure talking with you this morning and this message is the follow-up I promised:

"Covering the cost of Blood Testing for Amherst residents affected. I hope you will bring this issue up at the next meeting.

Two testing services, I know about:

<https://pfasproject.com/2022/01/21/pfas-exposure-now-available-first-at-...>

<https://empowerdxc.com/products/product/pfas-exposure-test>

The Quest Lab Diagnostic office in Salzberg Center will draw blood if you get a doctors order.

Cost seems to be \$400.00

Technology for Cleanup of PFSA's in the ground water table.

<https://www.youtube.com/watch?v=V21nwyYBP5Y>

<https://www.youtube.com/watch?v=-dAZyA1SEyM>

Please bring this up at the next meeting.

Thanks much,

Fred Miller"

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 Final Application Approval
Meeting Date: September 12, 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: Proposed Social Media Policy
Meeting Date: September 12, 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:

1. Social Media Policy, DRAFT 022.08.09



TOWN OF AMHERST

Town Hall
2 Main Street
Amherst, NH 03031

Tel: 603/673-6041
Fax: 603/673-6794
www.amherstnh.gov

Social Media Policy

Introduction

The Town of Amherst encourages departments and employees to use social media to enhance communications with the public in support of its mission, within the specific parameters as detailed in this policy. This policy sets forth guidelines that Town employees/authorized users must follow when using social media. Questions regarding this Policy should be directed to Town Administration.

This policy addresses two distinct uses of social media:

- a. Work-Related Social Media Use. The use of social media that is sanctioned as part of an employee's job function (e.g. when an employee/authorized user posts on behalf of the Town on a Town or other account). This use is addressed in Section 2 of this policy, social media For Work.
- b. Personal Social Media Use. An employee's personal use of social media (e.g. logging into a personal Facebook™ account and providing personal updates to a personal Facebook™ page or group while at work during work hours). This use is addressed in Section 3 of this policy, Personal Use of Social Media.

"Employee" and "Authorized User" includes those users who are approved by the Town to contribute to or moderate Town social media sites or to provide comments or updates to the Town's social media identities. "Social media sites" refers to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. "Social media identity" is a specific user identity or account that has been registered on a third-party social media site (such as an employee's personal account on Facebook™) that is associated with the Town, a Town official, or a designated employee. "Social media" in general includes tools such as: blogs, wikis, micro-blogging sites, such as Twitter™; social networking sites, such as Facebook™ and Linked In™; video sharing sites, such

as YouTube™; and bookmarking sites such as Delicious™.

Page Administrators: A successful page requires consistent attention. The department's director will designate one or more staff members as page administrators who will be responsible for monitoring the department's Facebook page. Only designated department staff members will make posts. The department's director or designee will be responsible for ensuring content is not stale. The department will designate one or more back-up administrators.

1. Employee Responsibilities

It is the responsibility of Town employees who use social media to read, understand, and follow this policy. Users are expected to exercise reasonable judgment in interpreting this policy and in making decisions about the use of the Town's social media sites and identities. Any person with questions regarding the application or meaning of this policy should seek clarification from his or her Department Head or supervisor. Failure to observe this policy may subject individuals to disciplinary action, up to and including termination of employment.

2. Social Media for Work

A Town social media site or identity may be used only in connection with contributing to the Town's mission. Personal use of the Town's social media sites and identities is prohibited.

Purposes of the Town's social media sites and identities consistent with the Town's mission include:

- a. Targeted communications and media relations
- b. Correcting false or misleading information concerning the Town, its Boards, Committees, Commissions, and volunteers (with respect to their service to the town)
- c. Promoting and encouraging community engagement and communication with the public
- d. Providing information about Town resources, operations, opportunities, services, and events

This section outlines the policy for Town of Amherst employees/authorized users contributing to or moderating Town social media sites or providing comments or updates to the Town's social media identities. In addition to the topics addressed below, social media content and use must be in compliance with the Town's existing policies, including, as may

detailed below, the Town's Policy on the Use of Information Technology Resources ("IT Use Policy"), the Town's Policy Against Discrimination, Sexual Harassment and Retaliation, and the Town's Terms of Use applicable to public participation on Town social media sites.

Guidelines For Work-Related Social Media Use:

a. Follow the Rules. Follow the Town's IT Use Policy and Terms of Use. It is imperative that employees know and follow the Town's IT Use Policy, Terms of Use, and any additional policies applicable to use of the Town's information technology resources. The Town's social media sites or identities are "information technology resources" under the IT Use Policy.

b. Be Respectful. Abide by the Town's Policy Against Discrimination, Sexual Harassment and Retaliation and otherwise communicate respectfully. Never communicate in a way that a reasonable person would perceive as offensive, harassing, defamatory or insulting. Do not post profane, obscene, or vulgar language or content. Do not post content that promotes, fosters or perpetuates discrimination on the basis of protected class such as race, color, sex, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or military status. Remember that our public includes people of diverse backgrounds, customs, values and points of view. Refrain from topics that may be considered sensitive or objectionable, such as religion and party politics.

c. Follow Open Meeting Law Regulations. The New Hampshire Open Meeting law prohibits a quorum of a public body from deliberating outside of a posted meeting. Be aware that a series of individual postings on a social media site cumulatively may convey the position of a quorum of a governmental body regarding a subject within its jurisdiction, and may constitute improper deliberation among the members of a board or committee.

d. Respect Protected Speech. The Town's social media sites do not accept comments from the public, however, other forms of incoming communications with the Town through social media sites may be possible. Members of the public have some First Amendment rights in posting content to public social media sites hosted by government agencies. Authorized Users should respect those rights with the exception of those

comments, messages or other communications excluded for specific legitimate reasons, such as comments that violate the Terms of Use section of the Town of Amherst Policy on the Use of Information Technology. For example, language that incites violence, includes threats, obscenities or are defamatory in nature should be reported to a supervisor and promptly removed.

e. Abide by Copyright Law. Town social media users must abide by laws governing copyright and fair use of copyrighted material owned by others. Never reprint whole articles or publications without first receiving written permission from the publication owner. Never quote more than a short excerpt of someone else's work and, if possible, provide a link to the original.

f. Protect Confidential Information. Employees are prohibited from publishing information that would be non-public record pursuant to the New Hampshire Public records Law if contained in a document, or that is proprietary or otherwise confidential or private under federal and state law. Examples of such information that may not be disclosed include, but are not limited to, information about or reflecting a person's medical or psychiatric condition, criminal record, injury, workplace discipline or other confidential personnel matters, social security or State driver's license number, birthdate, or other private or sensitive information the publication of which the subject could be considered an invasion of privacy.

g. Be Transparent. Social media sites will contain communications sent to or received by Town officials and employees, and are therefore "public records" under the New Hampshire Public Record Law. Authorized Users of Town social media accounts must be compliant with public records requirements and be aware that all social media comments and messages exchanged with the Town of Amherst are public record. Contact the Town's Administrator for questions or concerns regarding this requirement.

h. Correct Mistakes. If an error is made, be upfront about the mistake and quickly provide the correct information. When appropriate, modify an earlier post to make it clear that content has been corrected and/or edited due to an error. Supervisors should be notified if an authorized user makes and corrects a mistake using a Town of Amherst social media account.

i. **Be Cautious with Content.** As informal as social media sites are meant to be, if they are on a Town domain or a Town social media identity, they are official Town communications. Social media sites will be sought out by mainstream media as well as the general public. Thought needs to go into how to use social media to benefit the Town and the public. Employees/Authorized Users should not comment about rumors, political disputes, or personnel issues, for example.

j. *Identify Yourself. Be clear when speaking on behalf of the Town. Employees/Authorized Users should identify themselves by name, and, when relevant, role or position in the Town when discussing Town-related matters on a Town social media site or in connection with a Town social media identity. Employees should clearly state when they are speaking for themselves and when they are speaking on behalf of the Town. From time-to-time, Town employees/Authorized Users may be asked on a social media site (such as a blog or wiki) to explain how the Town will apply certain laws, policies or practices to a particular situation. If the response to the question is uncertain and/or involves the employee's interpretation, the employee/Authorized User should first consult their supervisor.*

Commented [JD1]: Not sure this is necessary.

k. **Think Before You React.** The purpose of many social media sites is to communicate information to the public. Employees can expect that some external posts from the public may contain inaccuracies or be negative in tone. Do not engage with the commentator. When you see a misrepresentation made about the Town, consult your supervisor to determine if a response is warranted or necessary and by whom it should be made.

l. **Media Inquiries.** The Town's social media site or identity may lead to increased inquiries from the media. If an employee/Authorized User is contacted by a reporter, media questions should be referred to the Department Head and/or the Town Administrator's Office.

Guidelines for Personal Use of Social Media

a. **Follow the Rules.** Follow the Town's IT Use Policy, if using social media at work. Employees engaging in personal use of social media at work must know and follow the Town's IT Use Policy and any additional Town or Department policies applicable to the use of information technology resources.

In addition, personal use of social media must be in conformity with relevant portions of the Town's workplace policies and all relevant laws and regulations including Town policies against harassment and discrimination, confidentiality policies, ethics rules, code of conduct, and other policies, as well as with state ethics law, Federal Copyright law, and other applicable laws and regulations. Some of these policies, for example the Town's Policy Against Discrimination, Sexual Harassment and Retaliation, could apply to employee actions performed outside of work at third-party sites. Specific departments may have their own supplemental policies on personal use of social media. Employees are responsible for knowing and following any and all such policies.

b. **Speak for Yourself.** Employees' personal use of social media should not be attributable to the Town or to the employee's job function in the Town. Personal use of social media may not be conducted in a manner that would lead a reasonable reader to think that the employee is speaking for or on behalf of the Town. Use of an image of the Town seal, a Town uniform, logo, emblem or other material that specifically identifies the Town or a Town Department must be approved by the Department Head, unless done so for the purpose of engaging in concerted activities relative to workplace issues (for example, wages or working conditions) as may be guaranteed by labor laws. If you communicate on social media in a way that associates yourself with your Town job, you must also communicate that you speak for yourself and not for the Town, for example, a Twitter profile could read "Tweets are my own."

c. **Use Your Best Judgment.** Refrain from personal use of social media sites that could be disruptive to the workplace or to Town operations. This policy is not intended to infringe upon an employee's right to speak publicly as a private citizen on matters of public concern to the extent guaranteed by constitutional provisions on free speech, or to communicate with other employees or employee representatives for the purpose of engaging in concerted (joint) activities relative to workplace issues (for example, wages or working conditions) as may be guaranteed by labor laws - the Town recognizes these rights.

That said, Town employees must consider that their communications using personal social media are or may become public, and may be discoverable in litigation. Personal social media communications have the potential to sow discord in the workplace and interfere

with Town operations, where, for example, an employee communicates about sensitive or private matters involving another Town employee or a Town resident, or disparages and harasses another Town employee or a Town resident. Some communications may discredit the Town, the employee or the employee's Department and adversely affect the employee's or Town's effectiveness and operations, for example, where the employee uses gross profanity, comments regarding his or her personal drunkenness or illegal drug use, or posts obscene or sexually explicit material. It is particularly important to be thoughtful about content when you identify your work affiliation (e.g., by disclosing your Town email address). This is an evolving area of the law; therefore, Town employees should use their best judgment at all times when engaging in personal social media use.

d. Protect Confidential Information. Except to the extent that it is their right to do so under the federal and state constitutions and the labor laws of the State of New Hampshire, Town employees are prohibited from discussing Town business. In addition, Town employees are prohibited from disclosing non-public record, confidential or propriety information the employee obtained as the result of Town employment. (See Section 2(f) for illustrations.)

DRAFT: August 9, 2022
Adopted: _____

Dwight Brew, Chairman

John D'Angelo, Vice Chairman

Tom Grella, Selectman

Nate Jensen, Selectman

Reed Panasiti, Selectman

James O'Mara, Town Administrator



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

Title: Town Health Officer Appointment

Department: Administration

Meeting Date: September 12, 2022

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

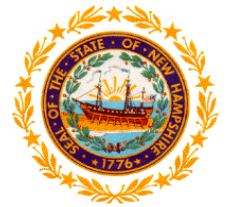
SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. health-officer-nomination-form_0-signed

HEALTH OFFICER AND/OR DEPUTY NOMINATION FORM



Application Information

Health Officer (HO) _____ New Appointment Renewal
 Deputy Health Officer (DHO) _____ New Appointment _____ Renewal

Please complete all elements of this form. The information is required per New Hampshire State Law [RSA 128](#) and ensures the ability of the New Hampshire Division of Public Health Services (DPHS) to communicate with Health and Deputy Health Officers during local or statewide emergencies. If the health officer position is temporarily vacant, please identify one (1) person on the Board of Selectmen (BOS) to serve as the contact with DPHS. Please list that person's mobile number and email in case of health emergencies.

Per recent changes to RSA 128:9, all nominated persons must have a criminal background check on file with the town.

As of June 2021, Health Officers and Deputy Health Officers are required to complete a 3-hour training course within the first year of their appointment. Completion of this nomination form provides for a conditional appointment that will be finalized upon proof the health officer's completion of the training course.

<p>Town Information Town: <u>Town of Amherst, NH</u> Town Manager/Admin. Name: <u>Dean Shankle</u> Email: <u>DShankle@AmherstNH.gov</u> Phone: <u>603-673-6041 x 209</u></p>	<p>Board of Selectmen Information Mailing Address: <u>2 Main St</u> City/State/Zip: <u>Amherst, NH 03031</u> Email: <u>DShankle@AmherstNH.gov</u> Phone: <u>603-673-6041 x 209</u></p>
<p>Health Officer Information Name: <u>Scott P Tenney</u> Municipal Mailing Address: <u>2 Main St</u> <u>Amherst, NH 03031</u> Office Phone: <u>603-673-6041 x 214</u> Cell Phone (required): <u>603-391-2376</u> Email (required): <u>STenney@AmherstNH.gov</u> Fax Line: <u>603-673-4138</u> Date of Birth: <u>12 / 03 / 1981</u> Background check (required) completed on (date) _____ Is this background check on file? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>Deputy Health Officer Information (if applicable) Name: _____ Municipal Mailing Address: _____ Office Phone: _____ Cell Phone (required): _____ Email (required): _____ Fax Line: _____ Date of Birth: ____ / ____ / ____ Background check (required) completed on (date) _____ Is this background check on file? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Primary Occupation (circle or bold) Fire EMT/Paramedic Town Adm./Manager <u>Code Enforcement/Building Inspector</u> Health Officer/DHO Only Other _____ Town Position Type: (circle one) <u>Full Time</u> Part-time Per Diem Volunteer Signature of Health Officer: <u>[Signature]</u> Date: <u>8/23/22</u> Signature of Board of Selectmen (3 minimum): Print Name: _____ Print Name: _____ Print Name: _____</p>	<p>Deputy Occupation - (circle or bold) Fire EMT/Paramedic Town Adm./Manager Code Enforcement/Building Inspector Health Officer/DHO Only Other _____ Town Position Type: (circle one) Full Time Part-time Per Diem Volunteer Signature of Deputy: _____ Date: _____ Signature: _____ Signature: _____ Signature: _____</p>

YOU MAY RETURN FORM VIA Email, Post or Fax:

EMAIL: Healthofficer@dhhs.nh.gov

POSTAL SERVICE: Sophia Johnson, Health Officer Specialist.
 NH DHHS, Bureau of Public Health Protection, 29 Hazen Drive, Concord, NH 03301-6504 FAX: 603-271-8705 Phone: 603-271-3468

Do not write in this box — For State Office Use Only		
Appointment Date:	Expiration Date:	New/Renew



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

Title: Discussion and possible acceptance of cable franchise agreement **Department:** Administration

Meeting Date: September 12, 2022

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: Conservation Commission negotiated trails agreement
Department: Administration

Meeting Date: September 12, 2022

Staff Contact:

BACKGROUND INFORMATION:

Email from Jared Hardner of the Conservation Commission:

"We have negotiated a trail agreement to cross a parcel on Mack Hill Rd with trails that connect the Betty Arnold Forest with Joe English. This is a major achievement as that property recently changed hands and the trail connection is crucial for our network.

The agreement has been reviewed by Chris Drescher.

The agreement requires Dean's signature, after approval by BoS.

Could you please add this to the agenda for the next BoS meeting, and assuming it passes, return to me with a signature?"

Agreement attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Mack Hill LLC Trail Agreement 2022 JMC clean 9.6.22

TRAIL AGREEMENT

AGREEMENT made this _____ day of _____, 2022 by and between MACK HILL ROAD LLC of 442 Joppa Hill Rd, Bedford NH (the “Grantor”) being the owner of certain parcels of land situated in the Town of Amherst, New Hampshire, recorded in the Hillsborough County Registry of Deeds at Book 9594, Page 2504, and more particularly described as: Tax Map 7, Lot 101 (“Property”), and TOWN OF AMHERST, a municipal corporation having its principal place of business at 2 Main Street, Amherst, New Hampshire 03031 (the “Grantee”).

WHEREAS the Town of Amherst desires to have trails on the Grantor’s property (the “Trails”) and the Grantor has agreed to allow the Grantee and the general public to use the Trails in accordance with the terms and conditions of this Agreement; and

WHEREAS the Trails provide for a connection, over the Property, to link existing Town of Amherst conservation lands;

WHEREAS the parties have agreed to the benefits of such Trails, on its approximate location (see Exhibit “A”, attached hereto), and on the manner in which the Trails shall be administered and maintained;

NOW THEREFORE, the parties hereby agree as follows:

- (1.) The Grantor shall, without fee or compensation, permit the Grantee, its guests, invitees and the general public, to utilize the Trails for non-motorized recreation including hiking, snowshoeing, cross-country skiing, mountain biking, horseback riding, nature study, and scenic enjoyment, all in accordance with the terms of this Agreement and only for the purposes set forth above. The Grantee is responsible for enforcing rules governing the use of the Trails.
- (2.) The Trails shall have a length of approximately 320 yards (Hemlock Trail), 370 yards (Bicentennial Trail) and 230 yards (unnamed trail), connecting the existing trails in the Joe English Reservation and Lorden 2 property.
- (3.) The Trails as constructed shall be no greater than five (5) feet in width (unless otherwise authorized by the Grantor). The Grantee shall have the right, with the consent of the Grantor to relocate the Trails. The Grantee shall have no right to construct any ancillary facilities (as defined in RSA 212-34).
- (4.) The Grantee shall make regular inspections of the Trails and shall have the right, to cut, trim, clear, and remove outgrowths of brush, other vegetation and other obstructions from the Trails to the extent reasonably necessary to facilitate the uses intended hereby, and the right to mark the Trails with markers in order to guide users along its course. All such cuttings, trimmings and obstructions shall be removed from the Property and not left along the Trail side.

- (5.) The Grantee shall include signage as to the permitted use of the Trails as well as signage to stay on the Trails.
- (6.) The Grantee is also permitted to note the location of the Trails on the Town of Amherst Trail Maps, which are posted on the Town's website, at trail kiosks, or other public outreach materials related to the town's management of public trails.
- (7.) The Grantor shall have the right to temporarily close the Trails, or relocate-the Trails, to accommodate construction, forestry or agricultural activities. The Grantor shall notify the Grantee at least 14 days in advance of said closing to allow for announcement to the public.
- (8.) All expenses associated with or arising out of the maintenance of the Trails, shall be borne solely by or on behalf of the Grantee. The Grantor shall have no responsibility or obligation to maintain or repair the Trails.
- (9.) The Grantor's liability is governed by New Hampshire law including, but not limited to, RSA 508:14 and RSA 212:34, which sets forth immunities under the recreational statutes, or any liability related thereto.
- (10.) The Agreement does not grant to the Grantee or to the general public or to any private person any rights in, under or across any portion of the Grantor's property, other than along the Trails.
- (11.) The terms of this Agreement shall be from the date of its execution to such a time that the Grantor should choose to terminate. The terms of the Agreement may be revised at any time upon mutual consent of all the parties. The Grantor agrees to provide the Grantee a minimum of thirty (30) days' notice if the Grantor should choose to terminate the Agreement and Grantee shall promptly update all websites, trail maps and other materials to reflect that the Trails are no longer open to the public.
- (12.) The foregoing constitutes the complete agreement and understanding between the parties hereto with respect to the Trails.

The Town of Amherst enters into this Agreement pursuant to Board of Selectmen's approval on

_____.

Date: _____

Grantor
Mack Hill Road LLC

By: _____
Matt Halvorsen, Manager
Duly Authorized

Date: _____

Grantee:
Town of Amherst

By: _____
Dean Shankle
Town Administrator
Duly Authorized

Exhibit A

Caption: Trail segments crossing the Mack Hill property (Hillsborough County Registry of Deeds at Book 9594, Page 2504) include Bicentennial Trail (approximately 370 yards), Hemlock Trail (approx. 320 yds), and an unnamed trail (approx. 230 yds.). Adjacent public conservation lands are shaded in green.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Four way stop at Cricket Corner and Boston Post Road **Department:** Administration

Meeting Date: September 12, 2022 **Staff Contact:**

BACKGROUND INFORMATION:

We received the following email from a resident, I think your practice has been to send such requests to the Highway Safety Committee if you think they have any merit:

"As I am sure you are aware by now, there was a terrible accident on the corner of Cricket Corner and Boston Post Road this week. A life was taken far too soon and the community has endured a devastating loss. As much as this unfortunate event saddens me, I am not surprised by the location in which the accident took place. As a resident living in this location, the intersection of Boston Post Road and Cricket Corner has proven to be incredibly dangerous as vehicles continually move at high rates of speed through an intersection with compromised visibility. The cars travelling on Boston Post Road drive much faster than the 30MPH limits posted – sometime driving over 50MPH – and I have witnessed many close calls in terms of collisions with cars crossing the intersection.

I believe that a four way stop at this intersection could have prevented this accident and will serve as a preventative measure moving forward. While the accident that occurred on Tuesday involved a sole passenger entering the nearby trees, it could have very well have involved another car, one of the many pedestrians that walk the neighborhood, or even our house that sits close to the road. People live in Amherst in order to be connected with nature, safety, and their community. The current state of roadway infrastructure, however, drastically impedes this pursuit and lowers the quality of life for those within the neighborhood. Residents should not have to live in fear of being struck by a vehicle while walking the roads. Parents should not have concerns with letting their children wait for the bus at the end of their driveways. A community should not have to mourn the death of a child because of the high rates of speed in which people are allowed to travel on these country roads.

I am making a formal request to the Board of Selectmen & the town of Amherst to consider installing a four way stop sign at this intersection. I have spoken with neighboring residents that share the same sentiment and I hope the Board shares this attitude, as well. Please let me know what steps I need to take in order to put this request in motion and I would be more than happy to proceed.

Thank you,
Alex Letvinchuk"

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: New Job Description for approval,
Assistant Finance Director

Department: Finance Department

Meeting Date: September 12, 2022

Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

We are finally at a point where I believe we can hire the new full-time position that has been talked about for years. This will be a big improvement in the operations and capabilities of the Finance Department. Even without factoring in all the time currently being spent catching up with work not done in the last year, the finance department has been operating on a very tight labor schedule for a long time. Another full-time position will help to accomplish the daily financial work of recording transactions and reporting results in a more timely manner. There will be an improvement in accuracy and standardized procedures.

The following are some functions that would be possible with more in-house hours:

- * Greater participation in the budget and forecasting process.
- * Help with comparison studies such as health insurance options.
- * More involvement in analysis of debt and other options available to manage large expenditures.
- * Make use of existing electronic storage capacity in our software to save information that can be quickly and easily accessed as needed.
- * Another person adds cross-training security for the future, to fill in for emergencies, vacations or employee turnover.

Thank you for your consideration and patience as we continue to strengthen the Amherst Finance Department.

BUDGET IMPACT:

(Include general ledger account numbers)

Money for this new position will mostly have to be added to the finance department budget line. But in FY22, Amherst spent approximately \$80,000 on temporary and outside hire financial services. That money was not in the budget but would have pretty much funded the new position.

POLICY IMPLICATIONS:

N/A

DEPARTMENT HEAD RECOMMENDATION:

Approve the new job description

SUGGESTED MOTION:

I make a motion to approve the job description for the new position of Assistant Finance Director.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. DRAFT - Assistant Finance Director (002)

Town of Amherst, New Hampshire
Job Description
DRAFT- Assistant Finance Director

JOB TITLE: Assistant Finance Director
DEPARTMENT: Finance
REPORTS TO: Finance Director
CATEGORY: Full-Time
LABOR GRADE: 14

GENERAL SUMMARY:

The Assistant Finance Director will reconcile general ledger accounts, prepare and post journal entries, enter and process deposits, maintain personnel changes, manage fixed assets, grant administration and tracking of Impact Fees, along with related functions in the Finance Department.

SUPERVISION RECEIVED

Reports to the Finance Director

SUPERVISION EXERCISED

None

ESSENTIAL JOB FUNCTIONS:

- Reconcile general ledger accounts. Prepare and post journal entries as needed. Knowledge of Municipal fund accounting is a plus. Work with DRA to submit needed financial reports.
- Process cash and check deposits for Finance and Administrative Departments according to policy, verify other department's deposit reports and associated journal entries ensuring receipts are accurate and in balance. Post all accounts receivable entries.
- Track and balance escrow accounts, impact fees, outstanding loans and other Town Funds.
- Compile and track all activities relating to the Town's fixed assets. Maintain all records regarding Town property and liability insurance, including claims. Report annually to Property & Liability insurance company.
- Work with Finance Assistant to maintain personnel records and polices. Collaborate with the Executive Assistant on issues related to benefits such as FMLA, WC, STD/LTD.
- Assists with preparing and examining accounting records, financial statements, and other financial records to ensure accuracy. Assist with the analysis and preparation of revenue and expenditure reports for the web page.
- Perform grant administration as requested. Prepare financial reports to monitor, evaluate and report on financial activity related to federal and state grants.
- Assist with preparing the annual operating budget, warrant articles and the Town audits. Update Town policies as necessary. Work to implement increased digital record keeping.
- Will cross-train to support Finance Assistant and Finance Director.

SKILLS/ EXPERIENCE/ TRAINING REQUIRED:

- Thorough knowledge of fundamentals of accounting principles and practices and ability to apply and adapt established methods to varied municipal accounting transactions.
- Good working knowledge of computerized payroll, accounts payable, cash receipts, and accounts receivable records and procedures.
- Working knowledge of Microsoft Office Suite
- Ability to interpret financial statements and to prepare complete and accurate accounting reports and statements.
- Ability to perform computer data input, accurately and with reasonable speed
- Ability to consistently meet deadlines.
- Ability to make calculations rapidly and accurately with a calculator or adding machine.
- Ability to maintain confidentiality of sensitive information.
- Strong oral and written communication skills

EDUCATION/ LICENSURE/ CERTIFICATION REQUIREMENTS

Graduation from an accredited four-year college or university with a degree in Accounting, Finance or related field. Five years of experience in computerized payroll, accounts receivable, and accounts payable processing. Or any equivalent combination of education, experience, and training that provides the required knowledge, skills, and abilities.

PHYSICAL EXERTION / ENVIRONMENTAL CONDITIONS

Frequently lift/carry up to 10 lbs.: occasionally lift/carry up to 25 lbs.
Reaching above shoulder height occasionally, reaching at shoulder height frequently, reaching below shoulder height frequently. Constant hand manipulation including grasping, handling, torquing and keying. Twisting, bending, required frequently: Kneeling and crouching rarely required.
During an average 8-hour day this position will sit for 7 hours and stand or walk for less than one hour. Working conditions include data entry. Job often entails routine and repetitive tasks that, once learned, can be executed under general supervision.

COGNITIVE AND SENSORY REQUIREMENTS:

Talking: Necessary for communicating with others.
Hearing: Necessary for taking instruction and information.
Sight: Necessary for doing job effectively.
Tasting & Smelling: Not required.

SUMMARY OF OCCUPATIONAL EXPOSURES:

Some exposure to cleaning fluids and copy machine toner.

Approved by the Board of Selectmen _____



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: New Finance Software

Department: Finance Department

Meeting Date: September 12, 2022

Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

As you are aware, we have been considering whether to purchase new Financial Software or stay with Springbrook. The single biggest problem with Springbrook is their lack of a presence in New Hampshire. At one point, they were planning to expand into NH, but that didn't work out and we are the only municipality in the state using this software. There are other issues with support and functionality within the system that I think would be better in other software packages.

The finance software, BS&A, is gaining broad support and being used in multiple towns. I participated in a demonstration of this software a couple of years ago and was impressed by its flexibility and intuitive set up. The BS&A representative says that they are tracking out 14 to 18 months for implementation of new customers. I contacted him for an estimate of what it would cost Amherst for implementation, training and ongoing support of their software.

The estimate attached is a reasonable example of what new software might cost. I will also note that the annual costs are about 45% (\$24,000) less than what we are currently paying to Springbrook.

BUDGET IMPACT:

(Include general ledger account numbers)

Initial cost approximately \$100,000

Potential cost savings on annual costs of approximately \$24,000

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Formulate a plan to move forward with looking at new finance software.

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Amherst BS&A Estimate - CLOUD FM, HRMS 9.2

Proposal for:
Town of Amherst, Hillsborough County NH
September 2, 2022
Quoted by: Keegan Nixon

Software and Services for BS&A Cloud



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count.

Cloud Modules

Financial Management

General Ledger	\$3,825
Accounts Payable	\$3,260
Cash Receipting	\$3,260
Fixed Assets	\$3,260

Personnel Management

Payroll	\$5,255
Human Resources	\$3,825
Timesheets	\$2,340

Subtotal **\$25,025**

Data Conversions/Database Setup

Convert existing Springbrook data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	\$4,245
Accounts Payable (Vendors, Up to 10 years invoices and check history)	\$3,620
Cash Receipting (Receipt items, Up to 10 years receipt history)	\$3,620
Fixed Assets (Asset Information)	\$3,620
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	\$8,780

Database Setup:

Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	\$3,300
--	---------

Subtotal **\$27,185**

No conversion or database setup to be performed for:

Timesheets



Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$12,650

Implementation and Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	2		\$2,200
Financial Management Modules	Days:	12		\$13,200
Personnel Management Modules	Days:	16		\$17,600
	Total:	30	Subtotal	\$33,000

Cost Totals

Not including Annual Service Fees

Modules	\$25,025
Data Conversions/Database Setup	\$27,185
Project Management and Implementation Planning	\$12,650
Implementation and Training	\$33,000
Total Proposed	\$97,860
<i>Travel Expenses</i>	<i>\$18,915</i>
<i>Hosting Fees</i>	<i>\$3,700</i>

Payment Schedule

- 1st Payment: **\$39,835** to be invoiced upon execution of this agreement.
2nd Payment: **\$28,725** to be invoiced at activation of customer's site.
3rd Payment: **\$51,915** to be invoiced upon completion of training.



Cloud Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).

Financial Management	
General Ledger	\$3,825
Accounts Payable	\$3,260
Cash Receipting	\$3,260
Fixed Assets	\$3,260

Personnel Management	
Payroll	\$5,255
Human Resources	\$3,825
Timesheets	\$2,340

Total Annual Service Fees	\$25,025
----------------------------------	-----------------

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$3,700

Additional Information

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- custom payment import/lock box import
- custom OCR scan-line
- custom journal export to an outside accounting system
- custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Cash Receipting Hardware

		Quantity		Cost
Epson THM-6000V Series Receipt Printer*	\$925	x	_____	= \$_____
APG Series 100Cash Drawer**	\$250	x	_____	= \$_____
Honeywell Hyperion 1300g Linear-Imaging Scanner	\$250	x	_____	= \$_____
Credit Card Reader (if using Invoice Cloud)	\$75	x	_____	= \$_____

This will add \$_____ to the Total Proposed.

**IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer.*

Please provide the number of cash drawers that will be hooked up to the printer_____

Note: The availability, model numbers, and pricing for all third party hardware listed above is subject to availability from the manufacturers. In the event that the listed hardware is no longer available at the time of purchase, a comparable replacement will be available, at the then current cost. Returns require pre-approval, and all purchased equipment must be shipped back to BS&A in its original packaging. Returns are subject to a re-stocking fee of \$50.00.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW Internal promotion

Department: Public Works

Meeting Date: September 12, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The DPW is seeking Board approval to promote an internal candidate for the vacant Lead Attendant position at the transfer station. Vinny Lupoli has been filling in for us as acting Lead Attendant since June. He is currently employed as a driver/laborer in the highway department. Vinny is doing a fantastic job as acting Lead Attendant and we are very pleased to make this recommendation to the Board. We are confident that Vinny is the right person for the job. We believe his skills, experience, and education will prove to be an asset to transfer station operations.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend

SUGGESTED MOTION:

Move to appoint Vincent Lupoli to the position of Lead Transfer Station Attendant, effective September 13, 2022.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. v.lupoli cond offer
2. v.lupoli PAR
3. v.lupoli application



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW CIP update

Department: Public Works

Meeting Date: September 12, 2022

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The DPW Director will update the Board on a new project in the CIP this year.

Our new CIP project calls for engineering (year one), then replacing (year two) the aging town fuel tanks/pumps at the public works facility. These fuel pumps were installed in 1990 and have surpassed their useful service life of 30 years. In December 2021, we worked with NH DES to correct some deficiencies discovered during routine inspections. The state informed us at that time that we should plan to replace our fuel tanks soon.

The estimated cost for replacement is \$25K for design engineering, and \$503K for construction, construction engineering, fuel tanks (gasoline & diesel), concrete pad, dispensing equipment, alarm system, containment system, and computer management system.

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: Covid 19 Update of Employee
Protocols

Department: Administration

Meeting Date: September 12, 2022

Staff Contact:

BACKGROUND INFORMATION:

The CDC announced

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Sept 12 Update COVID 19 Reporting Protocols for Town Employees

COVID 19 Reporting Protocols for Town Employees *updated 9/12/22*

What to do if exposed to COVID 19 and not experiencing symptoms:

If you have been exposed to COVID 19, Day 1 is the first full day **AFTER** your last contact with the person who is positive for COVID 19. Close contact is defined as being within 6 feet of someone for a cumulative total of 15 minutes or more over a 24-hour period, as defined by the CDC.

- 1) The employee shall contact their Department Head, who shall contact Administration.
- 2) If the exposure occurred at work, a First Report of Injury should be filed. A PAR will be needed if a WC claim is being made.
- 3) Employees may return to work while self-monitoring for symptoms if willing to wear a well-fitting mask for 10 days when in Town buildings and outdoors when not able to socially distance. The employee shall get tested at least 5 days after exposure with either a PCR test or an at-home test. Test results shall be shared with Administration.
- 4) If the employee is experiencing symptoms, please see **below**.

Test results shall be shared with Administration. Employees shall use sick, personal or vacation time while they are out of work, if unable to work remotely. When accruals are not available or exhausted, unpaid leave will be used.

What to do if experiencing symptoms of COVID 19, or has tested positive for COVID 19:

If you are experiencing symptoms, Day 0 is your first day of symptoms or your positive viral test if asymptomatic. Day 1 is the first full day **AFTER** your symptoms developed or your test specimen was collected, if asymptomatic.

SYMPTOMS OF COVID 19 include:

Fever greater than 100.4°F, sore throat, cough, shortness of breath, new loss of taste or smell, fatigue, chills, headache, muscle pain, congestion or runny nose, diarrhea, nausea, or vomiting

- 1) The employee shall stay home and contact their Department Head (who shall contact Administration).
- 2) The employee shall get tested for COVID 19 on at least day 5 with either a PCR test or an at-home test, sharing results with Administration.
- 3) The employee may return to work on or after day 6 if 1) symptoms are improving, 2) the employee is fever-free for 24 hours without fever reducing medication and 3) the employee is willing to wear a well-fitting face mask for an additional 5 days when in Town buildings and outdoors when not able to social distance.

Employees shall use sick, personal or vacation time while they are out of work, if unable to work remotely. When accruals are not available or exhausted, unpaid leave will be used.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Town of Amherst Employee Policy Handbook update, 201 Employee Categories

Department: Administration

Meeting Date: September 12, 2022

Staff Contact:

BACKGROUND INFORMATION:

The employment category "Seasonal Employee" has been in consistent use, but has not been added to the list of Employment Categories. Please see the red-lined update of section 201, which includes the added category of SEASONAL along with some clean-up of consistent language and the replacement of "probationary" for "introductory".

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to accept the updates to the Town of Amherst Employee Policy Handbook for section 201 Employment Categories as proposed.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. ToA Emp. Policy Handbook, 201 Emp. Categories

201 Employment Categories
Effective Date: 9/27/2004

~~It is the intent of the Town of Amherst to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.~~

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or probationary introductory status and who are regularly scheduled to work the Town of Amherst's full-time forty (40) hours per week schedule. ~~Generally, they~~ They are eligible for the Town of Amherst's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or probationary introductory status and who are regularly scheduled to work twenty (20) hours or more and less than ~~thirty (30)~~ 40 hours per week. Regular part-time employees are eligible for limited some benefits sponsored by the Town of Amherst, including pro-rated sick and vacation accruals. Holiday and bereavement time is also pro-rated. subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or probationary introductory status and who are regularly scheduled to work less than twenty (20) hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all ~~other of the~~ Town of Amherst's other ~~benefits.~~ programs.

CALL employees are those employed by the Town on a part-time basis and whose pay and benefits may not be commensurate with full-time or regularly scheduled part-time employees. A call employee may be subject to irregular scheduling or may be required to work on an "as needed" basis within the sole discretion of the employer. Such employees are not guaranteed any minimum number of hours of work per pay period. Call-employees are required to meet all qualifications required by their department and shall be subject to all Town and department regulations. While they do receive all legally mandated benefits (such as Social Security and Worker's Compensation insurance) they are ineligible for all other Town of Amherst benefits.

PROBATIONARY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the Town of Amherst is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification. Benefits follow the category for which the employee

has been hired. If eligible, sick and vacation leave is able to be used upon accrual with Department Head approval. (Please see Section 205 for more details.)

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change in writing. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all ~~other of the~~ Town of Amherst's ~~other~~ benefits. programs.

PER DIEM employees are those who routinely work either a full-time or a part-time schedule and who accept additional compensation in lieu of participation in all but legally mandated benefit programs. The Town of Amherst offers this category in limited classifications and to limited numbers of employees. Individuals participating in this program must sign waivers of their rights to participate in the benefit programs applicable to regular employees. Service in this category cannot be credited in any way toward any benefit program, even if the employee is later assigned to a benefit-eligible category. A change to or from this category can be accomplished only with the written consent of the Town of Amherst. While they do receive all legally mandated benefits (such as Social Security and Worker's Compensation insurance) they are ineligible for all other Town of Amherst benefits.

SEASONAL employees are hired on a short-term and temporary basis to perform seasonal work (e.g., summer grounds maintenance, camp counselor, lifeguard) for a specific department for a specific period of time dependent on the season/weather, and whose employment terminates at season's end. Seasonal employees work less than an average of thirty (30) hours per week in a twelve (12) month period. While they do receive all legally mandated benefits (such as Social Security and Worker's Compensation insurance) they are ineligible for all other Town of Amherst benefits.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Department: Assessing

Meeting Date: September 12, 2022

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

MS-1 Summary of Valuation

Item A. On August 29, 2022, the Town received an amended PA-82 from Energy North/Liberty Utilities.

The MS-1 Summary of Valuation was signed on August 22, 2022 and submitted to the Department of Revenue.

Scott Bartlett the Town's contracted Utility Assessor, has adjusted the values and a new MS-1 needs to be submitted. If this change is not made to MS-1, it will result in an abatement of \$25,000 in Energy North/Liberty Utility's favor.

Suggested Motion:

I move to approve and sign the revised MS-1 Summary of Valuation.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A - Revised MS-1 September 6 2022



Amherst Summary Inventory of Valuation

Reports Required: RSA 21-J:34 as amended, provides for certification of valuations, appropriations, estimated revenues and such other information as the Department of Revenue Administration may require upon reports prescribed for that purpose.

Note: The values and figures provided represent the detailed values that are used in the city/towns tax assessments and sworn to uphold under Oath per RSA 75:7.

For assistance please contact:
NH DRA Municipal and Property Division
(603) 230-5090
<http://www.revenue.nh.gov/mun-prop/>

Assessor
TODD HAYWOOD (GRANITE HILL MUNICIPAL SERVICES)

Municipal Officials		
Name	Position	Signature
PETER LYON CHAIRMAN	SELECTMAN, TOWN OF AMHERST	
THOMAS P GRELLA CO- CHAIRMAN	SELECTMAN, TOWN OF AMHERST	
DANIELLE PRAY SECRETARY	SELECTMAN, TOWN OF AMHERST	
JOHN D'ANGELO	SELECTMAN, TOWN OF AMHERST	
WILLIAM STOUGHTON	SELECTMAN, TOWN OF AMHERST	

Preparers		
Name	Phone	Email
Michele Boudreau	603-673-6041 ext. 202	mboudreau@amherstnh.gov

Preparer's Signature



Land Value Only		Acres	Valuation
1A	Current Use RSA 79-A	6,198.81	\$768,200
1B	Conservation Restriction Assessment RSA 79-B	137.40	\$15,800
1C	Discretionary Easements RSA 79-C	0.00	\$0
1D	Discretionary Preservation Easements RSA 79-D	0.00	\$0
1E	Taxation of Land Under Farm Structures RSA 79-F	0.00	\$0
1F	Residential Land	8,517.66	\$606,727,651
1G	Commercial/Industrial Land	826.77	\$69,986,125
1H	Total of Taxable Land	15,680.64	\$677,497,776
1I	Tax Exempt and Non-Taxable Land	5,095.47	\$31,912,800

Buildings Value Only		Structures	Valuation
2A	Residential	0	\$1,452,414,671
2B	Manufactured Housing RSA 674:31	0	\$6,120,300
2C	Commercial/Industrial	0	\$175,187,350
2D	Discretionary Preservation Easements RSA 79-D	0	\$0
2E	Taxation of Farm Structures RSA 79-F	0	\$0
2F	Total of Taxable Buildings	0	\$1,633,722,321
2G	Tax Exempt and Non-Taxable Buildings	0	\$83,316,300

Utilities & Timber		Valuation
3A	Utilities	\$65,989,700
3B	Other Utilities	\$0
4	Mature Wood and Timber RSA 79:5	\$0
5	Valuation before Exemption	\$2,377,209,797

Exemptions		Total Granted	Valuation
6	Certain Disabled Veterans RSA 72:36-a	3	\$664,000
7	Improvements to Assist the Deaf RSA 72:38-b V	0	\$0
8	Improvements to Assist Persons with Disabilities RSA 72:37-a	0	\$0
9	School Dining/Dormitory/Kitchen Exemption RSA 72:23-IV	0	\$0
10A	Non-Utility Water & Air Pollution Control Exemption RSA	0	\$0
10B	Utility Water & Air Pollution Control Exemption RSA 72:12-a	0	\$0
11	Modified Assessed Value of All Properties		\$2,376,545,797

Optional Exemptions		Amount Per	Total	Valuation
12	Blind Exemption RSA 72:37	\$50,690	4	\$202,760
13	Elderly Exemption RSA 72:39-a,b	\$0	78	\$12,626,100
14	Deaf Exemption RSA 72:38-b	\$0	0	\$0
15	Disabled Exemption RSA 72:37-b	\$89,050	8	\$684,500
16	Wood Heating Energy Systems Exemption RSA 72:70	\$0	0	\$0
17	Solar Energy Systems Exemption RSA 72:62	\$0	7	\$48,200
18	Wind Powered Energy Systems Exemption RSA 72:66	\$0	0	\$0
19	Additional School Dining/Dorm/Kitchen Exemptions RSA 72:23	\$0	0	\$0
19A	Electric Energy Storage Systems RSA 72:85	\$0	0	\$0
19B	Renewable Generation Facilities & Electric Energy Systems	\$0	0	\$0

20	Total Dollar Amount of Exemptions		\$13,561,560
21A	Net Valuation		\$2,362,984,237
21B	Less TIF Retained Value		\$0
21C	Net Valuation Adjusted to Remove TIF Retained Value		\$2,362,984,237
21D	Less Commercial/Industrial Construction Exemption		\$0
21E	Net Valuation Adjusted to Remove TIF Retained Value and Comm/Ind Construction		\$2,362,984,237



22	Less Utilities	\$65,989,700
23A	Net Valuation without Utilities	\$2,296,994,537
23B	Net Valuation without Utilities, Adjusted to Remove TIF Retained Value	\$2,296,994,537



Utility Value Appraiser

Scott W Bartlett CNHA

The municipality **DOES NOT** use DRA utility values. The municipality **IS NOT** equalized by the ratio.

Electric Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
PSNH DBA EVERSOURCE ENERGY	\$31,285,600	\$4,066,800		\$14,734,000	\$50,086,400
	\$31,285,600	\$4,066,800		\$14,734,000	\$50,086,400
Gas Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP	\$5,175,800	\$566,600			\$5,742,400
	\$5,175,800	\$566,600			\$5,742,400
Water Company Name	Distr.	Distr. (Other)	Gen.	Trans.	Valuation
PENNICHUCK WATER WORKS INC	\$9,597,500	\$563,400			\$10,160,900
	\$9,597,500	\$563,400			\$10,160,900



Veteran's Tax Credits	Limits	Number	Est. Tax Credits
Veterans' Tax Credit RSA 72:28	\$500	467	\$233,500
Surviving Spouse RSA 72:29-a	\$700		
Tax Credit for Service-Connected Total Disability RSA 72:35	\$4,000	30	\$120,000
All Veterans Tax Credit RSA 72:28-b	\$500	50	\$25,000
Combat Service Tax Credit RSA 72:28-c	\$500	0	
		547	\$378,500

Deaf & Disabled Exemption Report

Deaf Income Limits	
Single	
Married	

Deaf Asset Limits	
Single	
Married	

Disabled Income Limits	
Single	\$49,960
Married	\$67,640

Disabled Asset Limits	
Single	\$165,000
Married	\$165,000

Elderly Exemption Report

First-time Filers Granted Elderly Exemption for the Current Tax Year

Age	Number
65-74	6
75-79	6
80+	3

Total Number of Individuals Granted Elderly Exemptions for the Current Tax Year and Total Number of Exemptions Granted

Age	Number	Amount	Maximum	Total
65-74	22	\$104,120	\$2,290,640	\$2,224,660
75-79	20	\$156,180	\$3,123,600	\$3,028,330
80+	36	\$206,870	\$7,447,320	\$7,373,110
	78		\$12,861,560	\$12,626,100

Income Limits	
Single	\$49,960
Married	\$67,640

Asset Limits	
Single	\$165,000
Married	\$165,000

Has the municipality adopted an exemption for Electric Energy Systems? (RSA 72:85)

Granted/Adopted? No Properties:

Has the municipality adopted an exemption for Renewable Gen. Facility & Electric Energy Storage? (RSA 72:87)

Granted/Adopted? No Properties:

Has the municipality adopted Community Tax Relief Incentive? (RSA 79-E)

Granted/Adopted? No Structures:

Has the municipality adopted Taxation of Certain Chartered Public School Facilities? (RSA 79-H)

Granted/Adopted? No Properties:

Has the municipality adopted Taxation of Qualifying Historic Buildings? (RSA 79-G)

Granted/Adopted? No Properties:

Has the municipality adopted the optional commercial and industrial construction exemption? (RSA 72:76-78 or RSA 72:80-83)

Granted/Adopted? No Properties:

Percent of assessed value attributable to new construction to be exempted:

Total Exemption Granted:

Has the municipality granted any credits under the low-income housing tax credit tax program? (RSA 75:1-a)

Granted/Adopted? Yes Properties: 1

Assessed value prior to effective date of RSA 75:1-a: 1,900,920

Current Assessed Value: \$1,847,121



Current Use RSA 79-A	Total Acres	Valuation
Farm Land	2,106.71	\$427,700
Forest Land	2,800.58	\$309,800
Forest Land with Documented Stewardship	145.66	\$10,800
Unproductive Land	19.23	\$300
Wet Land	1,126.63	\$19,600
	6,198.81	\$768,200

Other Current Use Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	200.47
Total Number of Acres Removed from Current Use During Current Tax Year	Acres:	174.88
Total Number of Owners in Current Use	Owners:	200
Total Number of Parcels in Current Use	Parcels:	176

Land Use Change Tax

Gross Monies Received for Calendar Year		\$418,500
Conservation Allocation	Percentage: 100.00%	Dollar Amount:
Monies to Conservation Fund		\$418,500
Monies to General Fund		

Conservation Restriction Assessment Report RSA 79-B

	Acres	Valuation
Farm Land	18.17	\$3,600
Forest Land	45.16	\$7,000
Forest Land with Documented Stewardship	68.72	\$5,200
Unproductive Land		
Wet Land	5.35	\$0
	137.40	\$15,800

Other Conservation Restriction Assessment Statistics

Total Number of Acres Receiving 20% Rec. Adjustment	Acres:	
Total Number of Acres Removed from Conservation Restriction During Current Tax Year	Acres:	
Owners in Conservation Restriction	Owners:	3
Parcels in Conservation Restriction	Parcels:	7



Discretionary Easements RSA 79-C	Acres	Owners	Assessed Valuation
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Taxation of Farm Structures and Land Under Farm Structures RSA 79-F

Number Granted	Structures	Acres	Land Valuation	Structure Valuation
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Discretionary Preservation Easements RSA 79-D

Owners	Structures	Acres	Land Valuation	Structure Valuation
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Map	Lot	Block	%	Description
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This municipality has no Discretionary Preservation Easements.

Tax Increment Financing District	Date	Original	Unretained	Retained	Current
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This municipality has no TIF districts.

Revenues Received from Payments in Lieu of Tax

	Revenue	Acres
State and Federal Forest Land, Recreational and/or land from MS-434, account 3356 and 3357	\$12.00	18.00
White Mountain National Forest only, account 3186		

Payments in Lieu of Tax from Renewable Generation Facilities (RSA 72:74)

Amount

This municipality has not adopted RSA 72:74 or has no applicable PILT sources.

Other Sources of Payments in Lieu of Taxes (MS-434 Account 3186)

Amount

FRIENDS OF YOUNG JUDAEA	\$5,000
SOUTHERN NEW HAMPSHIRE MEDICAL CENTER	\$9,103
PARKHUST PLACE LTD PARTNERSHIP	\$26,062
	\$40,165

Notes



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP, Payroll and Meeting Minutes
Meeting Date: September 12, 2022

Department: Administration
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) FY23 Payroll Manifest in the amount of \$256,664.98 dated August 25, 2022, subject to review and audit.

PR2~ I move to approve one (1) FY23 Payroll Manifest in the amount of \$235,926.90 dated September 8, 2022, subject to review and audit.

Accounts Payable

AP3 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$33,898.30 dated August 31, 2022, subject to review and audit. (NH DMV)

AP4 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$3,260,150.00 dated September 1, 2022, subject to review and audit. (Schools)

AP5 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$850.00 dated August 24, 2022, subject to review and audit. (Vendors)

AP6 ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$1,586,784.79 dated August 30, 2022, subject to review and audit. (Vendors)

Minutes

~ I move to approve the Board of Selectmen meeting minutes of August 22, 2022.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2022.08.22 BOS_DRAFT MINUTES dp



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room

2 Main Street

Monday, August 22, 2022, 6:30PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Tom Grella, and Selectman Danielle Pray

3

4 Also present: Town Administrator Dean Shankle, and Recording Secretary Kristan Patenaude
5 (remote)

6

7

1. Call to Order

8

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

9

10

2. Pledge of Allegiance – led by Will Ludt, Chair of the Heritage Commission

11

12

3. Public Hearing

13

3.1 Unanticipated Funds: State of NH Grants, Block Grants, and Body Cam Grant

14

15 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella [to](#) enter
16 into a public hearing, pursuant to RSA 31:95-b: III (a), for the purpose of accepting
17 unanticipated money from the State of NH Dept of Transportation Block Grant, the State
18 Highway Aid amount of \$282,739.35, the Municipal Bridge Aid amount of \$259,238., and
19 from the State of NH Dept of Safety/Dept of Justice, the Body Worn and Dashboard Camera
20 Grant, in amount of \$50,000.

21

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

22

23

There was no public comment at this time.

24

25

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella [to](#) exit
26 the public hearing.

26

27

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

28

29

A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella [to](#)
30 accept and expend unanticipated funds from the State of NH Dept of Transportation Block
31 Grant, the State Highway Aid amount of \$282,739.35, the Municipal Bridge Aid amount of
32 \$259,238., and from the State of NH Dept of Safety/Dept of Justice, the Body Worn and
33 Dashboard Camera Grant, in amount of \$50,000.

34

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

35

36

4. Citizen's Forum

37 Katherine Lockwood, 11 Roberge Drive, stated that at the July 11th meeting Chairman Lyon
38 read a statement supporting the volunteers of the Town. She thanked the Board for their
39 voices of support. As Selectman D'Angelo correctly stated, the Town needs its volunteers and
40 it's becoming increasingly challenging to be a volunteer. The statement of support was greatly
41 appreciated, and she hopes for more volunteer support into the coming year.
42

43 Tom Kachmar, 15 Mack Hill Road, stated that the Town is seeing impact from volunteers on
44 boards with conflicts of interest, such as irrigation companies, spraying companies, and real
45 estate agents. These people are making decisions about the Town, while seeing how these
46 decisions can impact/benefit their businesses. The Town needs to grow up and it needs to be
47 required that volunteers on these boards or elected officials, their spouses, children, or
48 business partners cannot do business in Town.
49

50 Chairman Lyon noted that the Town has a Conflict-of-Interest Policy. Tim Kachmar stated
51 that the Town is not following it. Chairman Lyon respectfully disagreed and asked for a
52 specific example. Tim Kachmar stated that someone who owns a spraying company sits on
53 the Amherst Conservation Commission (ACC) and the ACC supposedly sought bids for
54 competitive spraying, though there is no record of those bids in the minutes. The
55 Commissioner with a spraying company then sought the permit and placed their company on
56 the bid. This is a conflict of interest. The policy needs to be enforced. Chairman Lyon stated
57 that he believes information which is different than what it being stated by Tim Kachmar will
58 come to light during the next discussion on the agenda.
59

60 Matt Seiler, 74 Boston Post Road, stated that he and his wife put together a petition regarding
61 his opposition to the Invasive Species Management Plan. Chairman Lyon asked Mr. Seiler to
62 hold off on his comments until the next agenda item directly addressing this topic. Mr. Seiler
63 stated that Kelly McCutcheon from Broken Boat Farm is in the audience to speak on this topic
64 this evening.
65

66 Ms. McCutcheon introduced herself to the Board and supplied them with her business card.
67

68 **5. Board Discussions**

69 **5.1 Invasive Species Discussion with ACC**

70 Chairman Lyon made the following statement regarding the online conversations taking place
71 regarding this topic. He made a distinction between people attending a board/commission
72 meeting to voice their concerns and speaking untruths on social media.

73 *"First, I want to address the volatile and unnecessary rhetoric on social media. While it's*
74 *always important that our residents are aware of what their boards and commissions are*
75 *doing and have a chance to question decisions and offer comment, there is a better way to do*
76 *so. This might include attending meetings, such as tonight, writing emails, writing petitions,*
77 *and reaching out to volunteers directly, but it does not include posting uninformed comments*
78 *on social media, attacking our volunteers, and generally spewing angry rhetoric.*
79

80 *Some of the same people that wrote untruths about our Planning Board and our July*
81 *4th committee, are at it again, this time condemning the work and the motives of the*
82 *Conservation Commission. Their statements include things such as:*
83

"I want to see proof of these bids!"

84 "What are the ACC credentials?"
85 "They literally just voted to spray our entire community with a KNOWN carcinogen,"
86 and
87 "These people need to go"

88
89 *These statements are not helpful in any way. In fact, they only serve to inflame what might be*
90 *a reasonable discussion, and more importantly, may cause volunteers to second guess their*
91 *willingness to give their time to the Town. Given their sketchy track record, I must wonder if*
92 *they are motivated to help our Town or tear our Town apart, one board, and one commission*
93 *at a time.*

94
95 *Where are you when our Conservation Commission is reviewing building plans for*
96 *submission to the Planning Board, when they are planning and building trails, building*
97 *bridges over water crossings, doing the background work to purchase property such as Buck*
98 *Meadow, developing comprehensive conservation strategic plans, deciding on forestry and*
99 *meadow maintenance plans? How many of you have taken the time to thank this group for all*
100 *that they have done for us and our Town?*

101
102 *I challenge the people making these statements, the people that continually call for our*
103 *volunteers to step aside, to instead be constructive in their comments and questions, and*
104 *maybe even lend a hand in our Town.*

105
106 Rob Clemens, Chair of the ACC, stated that it is clear more information on what the ACC is
107 up to and how it approaches invasive species needs to be addressed. The ACC was established
108 under RSA 36-A by the Town over 50 years ago and charged with inventory of the Town's
109 natural resources as well as management of land and water resources for conservation, this
110 includes identification and control of non-native species that threaten native habitats on Town
111 managed conservation lands. It's important to note that the ACC does not enter or conduct
112 programs on private properties, unless asked. Regarding invasive species, New Hampshire
113 generally, and Amherst specifically, have been contending with invasive species that threaten
114 the health and diversity of native habitats and wildlife ecology for the past 20 years. These
115 include emerald ash borer, which is destroying ash trees throughout the northeast US, woolly
116 adelgids, which are currently killing hemlocks in New Hampshire and Amherst, and oriental
117 bittersweet, autumn olive, Japanese knotweed, and others that are outcompeting native
118 vegetation and its associated wildlife. In 2011 the State of New Hampshire Department of
119 Agriculture published a Guide to Invasive Species, to help educate the public to recognize
120 specific species and understand the recommended control methods. The ACC made copies of
121 this Guide available to residents for many years at Town Hall and the 4th of July event. The
122 ACC also organized a presentation by the Guide's author, the State Invasive Species
123 Coordinator, at the Town Library. Notwithstanding these public outreach efforts, many of
124 these invasive species remain present throughout the Town on both public and private
125 property. With regard to ACC programs, over the past 20 years the ACC has undertaken
126 programs to combat the spread of certain invasive species present on Town conservation
127 lands, following the recommendations of the State. These controls typically include some
128 form of mechanical mowing and/or chemical treatment, depending on the species of concern.
129 Past projects have included extensive efforts to recover the hay fields and meadows at the
130 former Bragdon Farm from the over spread of oriental bittersweet, preservation of the Scott

131 agricultural field boundaries with mechanical mowing, and mechanical mowing and chemical
132 treatment of oriental bittersweet at the Caesar's Brook/Alice Towne parcels. For this latter
133 project, the ACC wrote an article in the Amherst Citizen describing the problem and
134 explaining the control approach in advance of undertaking the project. The ACC has
135 responded to past public complaints and treated poison ivy at Lindabury Orchard, the Boston
136 Post Road canoe port, and at Peabody Mill. Regarding chemical treatments, for any of these
137 projects requiring chemical treatments, the ACC has followed the State and Federal guidelines
138 using only professional contractors duly licensed by the New Hampshire Division of Pesticide
139 Control. This ensures that any chemical used is selected and applied according to the species
140 of concern and is protective of human and ecological exposure. Regarding the Town-specific
141 permit, since 2018 ACC Commissioner and certified arborist, Lee Gilman, has applied for and
142 been issued a permit from the State Division of Pesticide Control which allows chemical
143 treatment of invasive species on certain Town-owned properties and public rights of way.
144 This permit enables the Town and ACC to undertake invasive species treatment programs in
145 compliance with State application requirements. The ACC contracts this work to licensed
146 contractors in compliance with Town procurement policies. The ACC only conducts projects
147 on Town-managed conservation lands. Any proposed work on public rights of way is up to
148 the Town and the Department of Public Works. All proposed ACC projects are reviewed at
149 ACC monthly public meetings before decisions to proceed with contracting. The current
150 petition initiative, while well intended, has sparked backlash of ill-informed and misleading
151 online commentary regarding the purpose of the ACC Invasives Management Program. The
152 ACC welcomes the participation of abutters and the public when designing and undertaking
153 projects. While ACC meetings are open to the public, it also tries to communicate directly to
154 abutters when initiating these projects. While the ACC is fortunate to have Commissioners
155 with advanced degrees in forest ecology, hydrogeology, and agricultural sciences, along with
156 many years of professional experience in environmental science and management, the ACC
157 necessarily relies on guidance of responsible State agencies when undertaking these programs.
158 The ACC is confident the contractors it hires to undertake these projects are applying
159 chemicals in strict adherence with State and product guidelines and that the public is fully
160 protected. The ACC understands some of the concerns which have been raised and are
161 committed to improving how it communicates decisions and actions. Finally, the ACC
162 welcomes the opportunity to discuss nonchemical alternatives for future projects.

163
164 Chairman Lyon asked for Board comment.

165
166 Selectman Stoughton made the following statement:
167 *Mr. Chairman, I want to make two general points. First, we are lucky to have knowledgeable,*
168 *experienced volunteers for our Town boards and committees. They serve countless hours to*
169 *make Amherst the wonderful place that it is and that we are all able to enjoy. They do so*
170 *motivated by the desire to make Amherst better. They join a long line of previous volunteers*
171 *who have helped make this Town the place we all love. In the case of the ACC, I know and*
172 *have served with most of the members, and I have worked extensively with the Chair and*
173 *Vice-Chair. Chairman Clemens and Vice-Chair Hardner are professionals with extensive*
174 *education and experience in protecting the environment. Both have had successful careers*
175 *doing just that. They understand the science concerning the issues dealt with by the ACC and*
176 *are exceptionally well-qualified to guide our conservation efforts. Importantly, my experience*
177 *with our Town volunteers generally, and the ACC in particular, is that they are open to*

178 *questions about their plans. I have seen the ACC get questions from residents about their*
179 *policies and their conservation efforts. I have seen the Chair and Vice-Chair work hard to*
180 *address residents' concerns, respectfully and cooperatively, and revise their plans to*
181 *accommodate those concerns. The Town is well-served by the ACC and I want to thank*
182 *Chairman Clemens and the Commission.*

183

184 *Second, I want to acknowledge the right of our residents to voice their concerns about what*
185 *the Town does and how we plan to do it. I know each of my colleagues agrees with me on this*
186 *point. The most effective way for residents to raise concerns is at public meetings of the*
187 *cognizant committee or commission or directly with their chairs. That is not the only way,*
188 *however, and regardless of how legitimate concerns are raised, it is our job to do our best to*
189 *address them. But I draw the line at objections that are wrapped in wholesale attacks on the*
190 *qualifications of our volunteers, or their motives for serving, or questioning whether they*
191 *intend the best for our Town. Such comments are shallow. They are small. They are petty.*
192 *They are a signal of the lack of anything better to say. Ladies and gentlemen, I know you have*
193 *sincere concerns about the use of this herbicide. I promise to listen closely to your concerns.*
194 *But I ask you to distance yourself from the unsubstantiated, personal remarks about our*
195 *volunteers. Do not let your important concerns be tarnished with that stain.*

196

197 Selectman Grella stated that he was around 50 years ago when the ACC was founded. He
198 wholeheartedly agreed with the establishment of the ACC. The group has done excellent work
199 over the years for the Town. He is happy to listen to comments from the public.

200

201 Selectman D'Angelo stated that he agrees with Selectman Stoughton and Chair Lyon's
202 comments regarding the packaging of the concerns. He noted that it is important to separate
203 out the legitimate concerns from the unfortunate expressions of some of these concerns on
204 social media. The Board is here today to hear from the ACC, as well as concerns from the
205 residents of Town. He hopes that the concerns be aired in a respectful manner and that the
206 answers to those concerns be listened to.

207

208 Selectman Pray stated that she ~~learned~~heard from Chair Clemens' presentation that this has
209 been a year's long process for the ACC and the ACC is always looking for more help. The
210 ACC has done its best for the Town and had always had the best interest of the Town at heart.
211 The ACC is also welcoming the opportunity to discuss nonchemical alternatives. She believes
212 this last item will be important for the residents to hear more about.

213

214 Chairman Lyon opened the floor to public comment. He noted that comments will be taken
215 from those present in the room first. Comments will be limited to three minutes, and people
216 should only speak once until everyone has had a chance to be heard.

217

218 Matt Seiler, 74 Boston Post Road, stated that he put together the petition regarding a lack of
219 realistic communication with the ACC. He uses social media to sometimes get his news, as it
220 is difficult to attend board/commission meetings and the Amherst Citizen is no longer
221 delivered. He explained that his wife and daughter were walking at the Great Meadow
222 property last year when VCA was spraying for invasives. There was no signage up at that
223 time. He stated that part of the petition has to do with a request for better signage during
224 projects of this nature. He noted that Ms. McCutcheon will be treating his property using her

225 livestock and that she has stated that this is a more cost effective, sustainable, and potentially
226 effective management method. He is requesting an open conversation on this topic with the
227 ACC.
228

229 Peter Hansen, 82 Amherst Street, stated that he does not believe many of these invasive
230 species will be removed no matter how much they are sprayed. He asked what the purpose is
231 of spending the Town's time and money, aggravating people, and potentially taking risks with
232 a carcinogen to no avail. He asked if Town Counsel and/or the Town's insurance company
233 have been consulted regarding use of these chemicals and potential lawsuits. He believes
234 manual removal may be the only real potential to eradicate some of the invasive species. He
235 also noted that there are in numerous locations in Town that will not be able to be sprayed due
236 to proximity to water. This will create breeding grounds for these species in these areas. He
237 noted that this could likely become an annual cost to the Town for no solution.
238

239 Liv Crocker, 73 Boston Post Road, stated that, while she and her husband signed the petition,
240 they are also aware of the ACC's qualifications and of the State guidelines. There is simply a
241 difference of opinion. The petition is not unreasonable. It requests signage to alert people to
242 spraying occurring. It also requests written consent from abutters if spraying it to occur on
243 nearby properties. She noted that she was told spraying would not occur near her property and
244 it did. She would like the Board to discuss the petition and how it can best direct the ACC to
245 follow certain guidelines suggested within it.
246

247 Chairman Lyon stated that the Board welcomes conversation from residents regarding the
248 petition. The concern is regarding the misinformed rhetoric occurring online. Ms. Crocker
249 stated that these are modern times, and some comments will be made online. She explained
250 that she has engaged with the ACC in the past and those times were not always great, which is
251 why she is requesting that the Board direct the ACC to certain guidelines. Chairman Lyon
252 stated that this will likely not be resolved this evening.
253

254 Tim Kachmar, 15 Mack Hill Road, stated that he believed the ACC was the one board he
255 would not have to worry about in Town. He noted that DDT also used to be approved by State
256 guidelines. Just because something is approved by the State, does not mean it is safe. He
257 suggested that board/committee volunteers do what he does and conduct his own research into
258 things being discussed in the groups. While he respects the ACC and believes they do good
259 work, he thinks they are a little behind the times potentially causing water contamination. He
260 does not want to worry about his taxes paying for lawsuits 10 years down the road.
261

262 Lee Kachmar, 15 Mack Hill Road, stated that she has worked for 20 years in epidemiology,
263 with a main focus on public health. She is not interested in being told that a chemical is safe
264 when it is actually being removed from the market in 2023. In 2015 glyphosate, the herbicide
265 that is being proposed, was designated as a probable carcinogen. She noted that she grew up
266 on a manmade pond which had issues with algaecide and women nearby got ovarian cancer.
267 Glyphosate has a 41% increased risk of non-Hodgkin's lymphoma, and it does not dissipate
268 into the soil. The chemical will kill animals, fish, and frogs in Town while trying to eradicate
269 poison ivy. She does not want signage about spraying this chemical; she simply does not want
270 it sprayed. She stated that glyphosate has a very strong correlation with autism. She believes

271 the Town could have a huge liability on its hands. She encouraged the Town to look at other
272 invasive management methods.

273

274 Jason Sorens, 13 Cricket Hill Drive, stated that he has a bit of expertise on this topic, having
275 served on land trusts for over 15 years doing conservation work and monitoring. He supports
276 the ACC in judicious and responsible use of pesticides and herbicides, when necessary, to
277 save ash trees, for example, and to manage invasive species. Sometimes hand management is
278 completely ineffective in dealing with woody invasives like Japanese knotweed and autumn
279 olive. Manual removal of the roots is simply infeasible or extremely expensive, so some
280 judicious application of herbicide may be warranted. He noted that the science does suggest
281 that, when given to laboratory animals in concentrations ~~that~~ that are not usually seen in
282 nature, glyphosate can cause cancer. But the most recent peer reviewed literature suggests that
283 glyphosate does not occur in concentrations in soils that would pose a risk to human health.
284 He quoted one abstract from a 2021 piece in the Journal of Environmental Management,
285 which suggests that human exposure to glyphosate from contaminated soils through dermal
286 ingestion and inhalation pathways might cause negligible or non-carcinogenic risks to
287 humans. The balance of the science suggests that it is very low risk. It is being removed from
288 the residential market due to a lawsuit but is still going to be used in the commercial market. It
289 is worth noting that private landowners, including farmers, can apply glyphosate without any
290 kind of written consent from abutters. He noted that he occasionally uses it himself in his
291 native plant garden. He encouraged the ACC to continue judicious and responsible use of
292 herbicides when necessary to manage invasives.

293

294 Charlyn Jordan, 14 Schoolhouse Road, stated that she has a PhD in Nutrition and Preventive
295 Medicine. She stated that the FDA just announced that by 2023 glyphosate will be required to
296 be completely taken off the market. She stated that this was sprayed in Perry, and many
297 people died and got cancer. Plant life, honeybees, and pets died as well. She is concerned with
298 the chemical entering the soils and waterways in Town. This chemical is illegal in every
299 country except for the United States. She has sent the Board some reading materials on this
300 subject.

301

302 Kelly Mullin, 48 Christian Hill Road, asked if Lindabury Orchard has recently been sprayed,
303 as her house is downhill from it. She noted that, had it not been for this petition, she wouldn't
304 have known about this issue. She believes the community needs to be more informed about
305 what is happening and what the risks are. This could be a bigger issue for the town potentially,
306 in the form of lawsuits.

307

308 Rob Clemens stated that there has been a poison ivy at Lindabury Orchard for years. To deal
309 with that and to prepare for the upcoming Ciderfest, the Orchard was treated back in July, but
310 with a different, more benign chemical than glyphosate. This is done under State permit and
311 State-licensed application.

312

313 Janelle Beaudoin, 18 Dodge Road, stated that her property abuts the DPW property, and she
314 has not previously been made aware of spraying done on the property next to hers. She just
315 recently became aware that one portion of the abutting property was sprayed. This area is
316 located very close to her organic compost pile, as well as an open field on which she planted a
317 42-tree orchard. Her chickens and turkeys also reside on that side of the property and are free

318 range. She stated that the ACC agenda only vaguely states that invasive species will be
319 discussed, and it is not apparent to most people that this discussion includes poison mitigation
320 methods. Many people were under the impression that those sitting on the ACC would be
321 against these practices. She and her husband don't want these poisonous chemicals sprayed on
322 their property, as there's no guarantee that the chemicals proposed to be used on these invasive
323 species are not going to affect the land, animals, or family. She requested that the plan be
324 modified to some degree.

325
326 Rob Clemens stated that the ACC can work more diligently to make sure adequate signing
327 regarding spraying is placed on properties being treated. Regarding the reference to spraying
328 poisons in Town, he noted that the permit that was applied for simply identified all of the
329 public areas in Town that might require treatment at some point. By having the permit in
330 place, it gives the Town the ability to treat those areas if and when necessary, according to the
331 contracting and communication strategy. The ACC doesn't spray public rights of way, and
332 currently has no specific plans to do any invasive treatment using chemicals for the rest of this
333 year. There are properties in Town that require this type of treatment, due to the fact that the
334 invasives are presenting much more of a threat to the habitats and the wildlife than any of the
335 selected chemicals applied to those areas would cause. Any project that the ACC feels needs
336 attention is discussed in a public forum at its meetings, as identified on the agenda. The ACC
337 is happy to speak with abutters in advance of projects, as well as to look at alternatives,
338 including nonchemical alternatives. The treatment of properties in Town has been done with
339 full confidence in the science and in the guidelines that apply.

340
341 Chairman Lyon explained that the spraying mentioned at the property near Dodge Road is
342 undertaken by the Town/DPW, not by the ACC. The Town can do a better job at notifying
343 abutters as well.

344
345 In response to a question from Chairman Lyon regarding the purchasing policy used to solicit
346 bids for management projects, Rob Clemens explained that the ACC follows the procurement
347 policies of the Town. This means that the ACC finds three qualified bidders and puts forth a
348 scope of work to them. To the extent that they can respond and do the work, the ACC picks
349 [the](#) lowest bidder. He noted that Vegetation Control Services (VCS) is the premier company
350 providing mechanical mowing and chemical treatment services in the area. There are very few
351 companies that have the capabilities, from equipment and personnel standpoints, to do a lot of
352 the work on the scale that is needed. Thus, VCS very often gets the jobs.

353
354 In response to a question from Chairman Lyon, Rob Clemens stated that VCS is in no way
355 connected with any member of the ACC.

356
357 Mr. Hansen suggested that there be a larger meeting held at the High School for everyone to
358 vent their frustrations on this matter.

359
360 Selectman Stoughton thanked all of the residents for raising concerns constructively. He
361 believes that Rob Clemens has received these concerns constructively and the ball has been
362 moved forward.

363

364 Chairman Lyon stated that this is a first step, and that further conversation will be had on this
365 topic. Ms. Crocker asked for specific next steps. Chairman Lyon stated that the next
366 conversation will likely occur at a future ACC meeting. Rob Clemens explained that there is a
367 specific agenda item for Wednesday evening's ACC meeting regarding management options
368 for the Alice Towne/Great Meadow lot specifically. The ACC will be open to hearing other
369 options at that meeting.

370

371 In response to a question from Ms. Kachmar, Rob Clemens explained that the permit was to
372 cover all public areas in Town which may potentially need treatment. Any project to actually
373 be undertaken would require a specific project design and authorization. Ms. Kachmar stated
374 that the notification on these items is very limited, and it is the Town's responsibility to notify
375 the Town on what may be sprayed.

376

377 Ms. Crocker asked when the specific guidelines will be discussed. Rob Clemens stated that
378 the Alice Towne lot proposal will be discussed specifically at the ACC's meeting on
379 Wednesday.

380

381 **5.2 Discussion of Petition for Building Moratorium**

382 Selectman Stoughton explained that the Planning Board is going to have a discussion
383 regarding the moratorium petition at its second meeting in September. In preparation for that,
384 the Planning Board is looking to solicit comments from the Board of Selectmen, the school
385 boards, and the Superintendent about some of the assertions made in the petition. Namely, that
386 the schools and DPW are not prepared for an influx of housing starts and therefore there
387 should be a building moratorium for one year to allow the schools and DPW time to get ready
388 for such an influx.

389

390 Selectman Grella stated that each department needs to be asked about how it would handle a
391 potential influx.

392

393 Selectman Stoughton stated that Town Counsel has been consulted on this matter by the
394 Planning Board.

395

396 In response to a question from Selectman D'Angelo, Selectman Stoughton stated that, under
397 the statute, it is the Planning Board's decision to move this item forward to the ballot or not. If
398 it chooses to move it forward, the Planning Board must include specific findings of fact to
399 justify the moratorium and create a plan to support the moratorium over the year.

400

401 Selectman D'Angelo stated that, in response to the claim that this moratorium is necessary
402 regarding the relative newness of the DPW Director, the current Director was previously the
403 Deputy Director and was the Town's Road Foreman before that. He believes the DPW
404 Director understands any issues regarding roads in Town perfectly well. If the only fact that
405 matters in terms of the moratorium is the newness of the DPW Director, he does not see this
406 as a factor.

407

408 Selectman Pray stated that the letter proposes several items under which this moratorium
409 could be considered. She ~~believes there is no harm in taking~~ ~~views the proposal as~~ a step back
410 to examine where the Town is at. There are some developments proposed on roads which

411 could require more time than the Town has. The population increase to the schools is also a
412 concern. The Planning Board will have to discuss these items further. The current
413 development proposals are on roads that are further out ~~roads~~ which could stress the Town's
414 departments.

415

416 Chairman Lyon stated that he has no concerns regarding the current DPW Director being able
417 to handle any challenges coming his way.

418

419 Selectman Stoughton stated that he will not comment on the moratorium as a whole but
420 regarding DPW and the DPW Director's ability to handle issues in terms of upcoming
421 housing challenges, he has no concerns. The DPW Director has already demonstrated he can
422 handle these concerns.

423

424 **6. Scheduled Appointments**

425 **6.1 Christa Tsechrintzis, Habitat for Humanity, 7 Thornton Ferry Road I**

426 Chairman Lyon explained that the Town owns, via tax deed, a small lot at 7 Thornton Ferry
427 Road I. In discussing potential uses for this lot, Selectman Stoughton suggested the idea of
428 donating it/giving it to Habitat for Humanity to build a home on.

429

430 Christa Tsechrintzis, Executive Director for the Greater Nashua Habitat for Humanity
431 (GNHFH), presented to the Board. She explained that GNHFH's primary mission is to create
432 affordable home ownership opportunities for families in local communities. The current
433 project is a duplex on Paxton Terrace, in Nashua, with two single mother Veteran families
434 moving in this fall. Habitat partner families receive an affordable mortgage based on their
435 income. The selected family also invests 350 hours of their own labor, called sweat equity,
436 working alongside volunteers and other Habitat homeowners. GNHFH family selection
437 committee chooses homeowners based on three criteria:

438

- 439 • The applicant's level of need.
- 440 • Their willingness to partner with Habitat.
- 441 • Their ability to repay a mortgage through an affordable payment plan.

442

443 With a majority of GNHFH's Partner Family applicants being families with school-aged
444 children, GNHFH feels Amherst would be a premier location to raise a family. With the
445 Amherst School District being ranked within the top 20 % of all districts in NH, GNHFH feels
446 families would embrace the opportunity to be part of this community. Greater Nashua Habitat
447 for Humanity currently receives support from many Amherst residents as individual donors as
448 well as local churches and corporate partners. GNHFH feels the Amherst community believes
449 in its mission and is ready to welcome it into the beautiful Town. The vision for this property
450 includes a house that respects Amherst's historic architecture and the neighboring properties.
451 The property will also strive for affordability through energy efficiency. GNHFH is exploring
452 a possible multi-use solution collaboration with the Amherst Rail Trail Bike Path Trailhead.
453 The group will continue consulting with Chris Buchanan, Chair of the Bicycle and Pedestrian
454 Advisory Committee, on this item.

454

455 In response to a question from Selectman Pray, Ms. Tsechrintzis stated that GNHFH has not
456 previously built a house in Amherst. One mortgage is based on 30% of the Partner Family's
457 income and a second, silent mortgage is held by GNHFH. GNHFH holds equity on the house

458 for the first five years, in decreasing percentages after that time. Selectman Stoughton stated
459 that GNHFH has completed three projects specifically for veterans in Nashua.

460

461 In response to a question from Selectman Stoughton, Ms. Tsechrintzis stated that GNHFH
462 would be okay with a condition that there be a trailhead somewhere on this property, if the
463 Board so chooses. GNHFH would also be okay with giving preference on this house to an
464 Amherst family, based on all other factors being equal. There is precedence for a Town to
465 give land to GNHFH for this type of project. When the family makes a mortgage payment, it
466 is split. The first mortgage includes principal, and taxes which is processed through a bank.
467 The portion of the payment that goes to GNHFH is reused for future build costs and
468 administrative items. GNHFH tries to choose the family very early in the process, if possible.
469 GNHFH has not ever had anyone default on the mortgage.

470

471 Town Administrator Shankle asked for documents to be reviewed by Town Counsel.

472

473 The Board agreed that it would like to continue to discuss this proposed use of the property.

474

475 **6.2 Wendy Rannenberg, Bike Ped Committee: Approval of plaques for**
476 **donated benches and bench placement at 130A Amherst Street and**
477 **Spalding Field**

478

6.26.3

479 *Selectman Grella recused himself from this item.*

480

481 Wendy Rannenberg stated that she met with DPW Director Slosek to place stakes for the
482 benches at 130A Amherst Street, as well as on the Spaulding Common. She and Rick
483 Katzenberg met with David Albert and Theresa Grella, and both noted no concerns with the
484 placement of the bench along Amherst Street. Their concerns were more to do with the
485 Amherst Street project and roadwork not yet being completed.

486

487 Dave Albert, 128 Amherst Street, stated that he takes some exception to Ms. Rannenberg's
488 comments. His concerns were placement of the bench and who will maintain the area, as there
489 is already a trash issue.

490

491 Ms. Rannenberg stated that she believed the conversation concluded with all parties agreeing
492 that there is not more trash along the sidepath area than there was prior to the sidepath being
493 in existence. People from the Bike Ped Committee and local community walk/bike the path
494 every day and have not seen an increase in trash anywhere along the path. The majority of
495 trash is cigarette butts and beer bottles being tossed out of cars. Patrick Daniel, owner of 130A
496 Amherst Street, stated that he believes there's actually been less trash along the route since the
497 sidepath was installed. Trash pick-up has always been carried out by abutters and the ACC
498 has run a Town-wide Clean Up Day for the past several years.

499

500 Dave Albert stated that his issue is that people sitting, eating, drinking, on the proposed bench
501 will create more trash. He wants to be sure the area will be kept neat and aesthetically
502 pleasing.

503

504 DPW Director Slosek stated that, regarding trash, he concurs with Ms. Rannenberg. No
505 noticeable issues have been addressed to DPW. There is not enough staff to actively patrol for
506 trash around Town, but concerns are dealt with as they arise. There is no way to predict if
507 more trash will be left around the new bench, but it will be up to DPW to clean up the area if
508 an issue arises.

509

510 In response to a question from DPW Director Slosek, Ms. Rannenberg explained that Patrick
511 Daniel currently mows the area between the sidepath and the road in front of his house. The
512 intention is to place a couple of evergreen shrubs between the bench and the stone wall behind
513 it. No mulch is proposed. DPW Director Slosek stated that, while it is nice that the current
514 owner is willing to maintain the area around his house, there is nothing saying that a future
515 owner will do the same. The DPW will be tasked with upkeep around the bench, just as it is
516 with all other benches in Town.

517

518 Selectman Pray stated that she is okay with placement of the bench. The area will need to be
519 continuously monitored for issues.

520

521 Selectman Stoughton confirmed with Mr. Albert that he is not opposed to the proposed bench
522 placement.

523

524 Selectman D'Angelo stated that he heard that the existence of the sidepath has not increased
525 the amount of trash along Amherst Street, that the trash along the route mostly comes from
526 cars and not pedestrians/cyclists, and if the inclusion of the bench increases trash, the DPW
527 will be called.

528

529 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*
530 *authorize the installation of the benches at the proposed locations along Amherst Street and*
531 *Spaulding Common, to be completed by DPW and the Bicycle and Pedestrian Advisory*
532 *Committee.*

533 *Voting: 4-0-0; motion carried unanimously.*

534

535 Wendy Rannenberg addressed the Board regarding a few 2"x6" plaques and proposed
536 wording for benches dedicated to Carolyn Mitchell.

537

538 Chairman Lyon stated that the Board previously asked that wording for the plaques be run by
539 Town Administrator Shankle, and he is disappointed that one of the plaques was already
540 created before doing so. Town Administrator Shankle indicated that one of the plaques is a bit
541 wordy compared to others.

542

543 Selectman D'Angelo agreed that the plaque is a little wordy, but he does not feel strongly
544 about it.

545

546 Selectman Pray stated that she believes it should be briefer.

547

548 Selectman Stoughton stated that keeping the language simple and timeless is the way to go.

549

550 Will Ludt, 3 School Street, mentioned that the proposed plaque was donated and written by
551 Jeanne Ludt. The wording was to honor Carolyn Mitchell.

552
553 Town Administrator Shankle stated that he is attempting to keep all wording for plaques in
554 line with one another.

555
556 Ms. Rannenberg stated that she will work with the donor and Town Administrator to create
557 adequate wording for the plaque.

558
559 **6.36.4 Bike Ped Committee update**

560 *This item was postponed to a later date.*

561

562 **7. Administration**

563 **7.1 Calendar DRAFTS: 2023 Holiday Calendar, BOS Meeting Calendar and** 564 **FY24 Budget Timeline DRAFT**

565 Jennifer Stover, Executive Assistant, reviewed the proposed calendars with the Board.

566

567 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
568 *approve the 2023 Town Holidays for the Town of Amherst, the 2023 BOS Meeting calendar,*
569 *and the FY24 Budget Timeline as proposed.*

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

571

572 **7.2 Cable TV Franchise Agreement**

573 Town Administrator Shankle explained that a few members of the Cable TV Committee did
574 not believe the Town would get much out of a franchise agreement. He noted that some of the
575 equipment needs to be upgraded, and that agreement usually comes out of a franchise
576 agreement. He requested that he be allowed to meet with Comcast to review a potential
577 agreement, to then be reviewed by the Cable TV Committee and the Board.

578

579 The Board agreed to Town Administrator Shankle's suggestion.

580

581 **7.3 Administrative Updates**

582 Town Administrator Shankle stated that the 2010 census stated that Amherst's population was
583 11,201, and the 2020 census stated the population as 11,753. The 2021 Office of Planning &
584 Development's estimate was 11,940.

585

586 Town Administrator Shankle stated that the Sanborn Head study is moving forward on the
587 Fire Department PFAS issue. The State has asked that the Pettingale area be added to the
588 scope of the project.

589

590 **8. Staff Reports**

591 **8.1 Communication Center CRF Withdrawal Request**

592 Debbie Bender, Finance Director, stated that this request was made in May 2021. The request
593 to transfer the money was never completed.

594

595 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to
596 approve and sign the withdrawal request for \$4,894.55 from the Communications Center
597 Capital Reserve Fund for monies spent.
598 Voting: 5-0-0; motion carried unanimously.
599

600 8.2 Transfer Station Loader Bid

601 DPW Director Slosek explained that this machine was not scheduled for replacement until
602 FY24 but, due to unavailability of trucks right now, he believes swapping the scheduled
603 replacement of Truck 4 with the replacement of the loader is the best decision. Truck 4 is in
604 relatively better condition than the Transfer Station loader. If a truck is ordered right now, it
605 will likely not be delivered until 2024. There is no change to the budgeted amount, as both the
606 truck and the loader were planned for \$155K.
607

608 The recommendation is to accept the bid from Chappell Tractor. This was the low bid of
609 \$152,215, which includes the highest trade-in value for the existing loader, and a brush
610 rake/grapple implement. This implement will allow DPW to load brush onto trucks from the
611 brush pile at the Transfer Station.
612

613 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to award
614 bid number 03-23, "Four Wheel Drive, 3 Cubic Yard Front-End Loader" to Chappell Tractor
615 for purchase of a 2022 Hyundai HL940ATM front-end loader, including optional brush rake,
616 for the amount of \$152,215.00.

617 Voting: 5-0-0; motion carried unanimously.
618

619 8.3 Hiring of a Call Firefighter

620 A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to hire
621 Brian Hubert for the position of call firefighter, at the recommendation of Chief Conley.
622 Voting: 5-0-0; motion carried unanimously.
623

624 9. Approvals

625 9.1 Town Common Use Application, Christ's Church Second Annual Food 626 Family Fun Event

627 A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to
628 approve the Christ's Church of Amherst use of the Town Common on October 22, 2022, from
629 4-6pm.

630 Voting: 5-0-0; motion carried unanimously.
631

632 9.2 Assessing

633 Abatements

634 Item A.

635 This abatement application is for a single-family home on a 2-acre site. The Assessor
636 reviewed the application and determined the cathedral area listed as the finished upper story.
637 Once the sketch was updated, the assessment was reduced by \$7,200, from \$593,900 to
638 \$586,700. The Assessor recommends approval of a corresponding abatement request.
639

640 *Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman*
641 *Grella to approve an abatement for Tax Year 2021 for Map 004, Lot 161-007 in the amount of*
642 *\$153.00 plus any applicable interest/fees.*
643 *Voting: 5-0-0; motion carried unanimously.*
644

645 **Item B.**

646 This abatement application is for a single-family home on a .170- acre site. The Assessor
647 reviewed the application and determined the upstairs shower was inoperable, there are very
648 steep narrow stairs which warranted an adjustment for functional obsolescence. After
649 adjustments, the assessment was reduced by \$15,500, from \$318,400 to \$302,900. The
650 Assessor recommends approval of a corresponding abatement request. *Therefore, I move to*

651
652 *Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman*
653 *D'Angelo to approve an abatement for Tax Year 2021 for Map 017, Lot 111-000 in the*
654 *amount of \$330.00 plus any applicable interest/fees.*
655 *Voting: 5-0-0; motion carried unanimously.*
656

657 **Veteran Tax Credit**

658 **Item C.**

659 The attached application has been reviewed by our Assessor and our Assessor recommends
660 granting this credit.

661
662 *Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman*
663 *Grella to approve the Veteran Tax Credit for tax year 2023 for Map 007, Lot 033-013.*
664 *Voting: 5-0-0; motion carried unanimously.*
665

666 **MS-1 2022 Summary of Valuation**

667 **Item D.**

668 The Assessor has reviewed and approved the 2022 MS-1 Summary of Valuation.

669
670 *Therefore, A MOTION was made by Selectman Stoughton and SECONDED by Selectman*
671 *Grella to approve and sign the Department of Revenue MS-1 Summary of Valuation for 2022.*
672 *Voting: 5-0-0; motion carried unanimously.*
673

674 **9.3 Baboosic Lake Community Septic Warrants**

675 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
676 *approve and sign the Baboosic Lake Community Septic Warrants due for October 1, 2022 as*
677 *follows:*
678

679	<i>Phase I</i>	<i>\$2,042.52</i>
680	<i>Phase II</i>	<i>\$5,406.30</i>
681	<i>Phase III</i>	<i>\$6,667.47</i>
682	<i>Phase IV</i>	<i>\$4,748.25</i>

683
684 *Voting: 5-0-0; motion carried unanimously.*
685

686 A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to
687 approve and sign Hawkers & Vendors licenses for Anchor Pest Control representatives.
688 Voting: 5-0-0; motion carried unanimously.

689
690

9.4 AP, PR and Minutes

691
692

Payroll

693 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to
694 approve one (1) FY23 Payroll Manifest in the amount of \$261,551.59 dated August 11, 2022,
695 subject to review and audit.

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

697

698 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman [Pray](#) to
699 approve one (1) FY23 Payroll Manifest in the amount of \$1,103.42 dated August 11, 2022,
700 subject to review and audit.

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

702

Accounts Payable

704 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman [Pray](#) to
705 approve one (1) FY23 Accounts Payable Manifest in the amount of \$42,258.49 dated August
706 17, 2022, subject to review and audit. (NH DMV)

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

708

709 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman [Pray](#) to
710 approve one (1) FY23 Accounts Payable Manifest in the amount of \$540,539.78 dated August
711 16, 2022, subject to review and audit. (Vendors)

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

713

714 A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to
715 approve the Board of Selectmen meeting minutes of August 4, 2022, as submitted.

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

717

718 A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to
719 approve the Board of Selectmen meeting minutes of August 8, 2022, as submitted.

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

721

722 A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to
723 approve the Board of Selectmen meeting minutes of August 15, 2022, as amended.

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

725

10. Action Items

726 The Board reviewed its action items.

727

728

11. Old/New Business

730 Selectman Grella stated that the Historic District Commission held a meeting last week and
731 gave two approvals and one continuance of an item for Carriage Lane. Chairman Lyon noted

732 that Historic District Commission Chair Jamie Ramsay submitted his resignation. Selectman
733 Grella stated that the Commission is now down to four members and needs to add some.
734

DRAFT

735 A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to
736 accept Jamie Ramsay's letter of resignation from the Historic District Commission, with
737 regret.

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

739

740 Chairman Lyon stated that he will attend the ACC meeting on Wednesday evening.

741

742 Selectman D'Angelo stated that the Joint Facilities Advisory Committee held a tour of the
743 Souhegan High School last Thursday at 3pm. The CIP Committee met at 4pm on Thursday at
744 Town Hall and will do so for the next four weeks at the same time.

745

746 Selectman Pray stated that there is a Master Plan Steering Committee meeting tomorrow
747 night, and a few people are meeting for a road survey with NRPC.

748

749 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to
750 adjourn the meeting at 9:16pm.

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

752

NEXT MEETING: Monday, September 12, 2022

753

754

755

756

757

Selectman Danielle Pray

Date