



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, JULY 24, 2023 6:30 PM

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Board Interviews and Appointments, Energy Committee**
 - 4.1. Interviews and appointments for the Energy Committee
- 5. Scheduled Appointments**
 - 5.1. Liz Overholt, Treasurer's Investment Report
- 6. Administration**
 - 6.1. Administrative Updates
 - 6.1. Retirement System Update
 - 6.1. Meeting room audio/ visual DRAFT RFP
 - 6.2. Revision of Fund Balance Policy
 - 6.3. Draft V3 BOS Meeting Calendar 2024
 - 6.4. Bertha Rogers Trust Fund
- 7. Staff Reports**
 - 7.1. FY24 Highway Safety Grant Acceptance
 - 7.2. Propane and Heating Oil Bid
 - 7.3. Tree Work Bid
 - 7.4. DPW New Hire - Road Foreman
 - 7.5. Toyne Fire Engine Update

8. Approvals

- 8.1. Request for use of the Town Common, Goldens on the Green
- 8.2. Assessing
- 8.3. Minutes

9. Action Items

- 9.1. Clerk's list

10. Old/New Business

Adjournment

Next Meeting: August 14, 2023

You are invited to a Zoom webinar.

When: Jul 24, 2023 06:30 PM Eastern Time (US and Canada)

Topic: BOS Meeting July 24, 2023

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88259761268>

Or Telephone: +1 646 558 8656

Webinar ID: 882 5976 1268



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Interviews and appointments for the Energy Committee **Department:** Administration

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

Applicants include:

Tony Castro
Tyler Davis
Susan Deschenes
William Howard
William Maddocks
Mercedes Olster
Zach Olster
Martin Rowley
Matt Siska

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

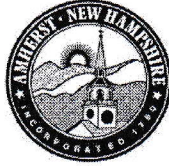
SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Castro, Tony Application and letter of intent
2. Castro, Tony Letter
3. Davis, Tyler letter_of_intent
4. Davis, Tyler, volunteer_application_fillable_TylerDavis
5. Deschesnes, Susan Amherst Energy Committee Application and Statement of Intent
6. Howard, William app and letter
7. Maddocks, Amherst BOS Volunteer Application Maddocks 7-19-23
8. Maddocks, Letter of Intent Amherst BOS Energy Committee 7-19-23
9. Olster, Mercedes, Amherst Energy Committee Letter of Intent

10. Olster, Mercedes Volunteer Application
11. Olster, Zach Letter of Interest
12. Olster, Zach Volunteer Application
13. Rowley, Martin App and Letter of interest
14. Siska, Matt Letter of Intent
15. Siska, Matt volunteer_application_fillable



Town of Amherst, NH Volunteer Application

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

Applicant Name: Tony Castro

Residence Address: 24 Blueberry Hill Rd.

Mailing Address: 24 Blueberry Hill Rd.


Best Telephone: 603-320-7732
(Cell or home)

E-mail Address: tony@castro-associates.com

Time Available – Estimated number of hours pe month: 8 - 10

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

1-12-23
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

Antonio G. Castro

24 Blueberry Hill Road, Amherst, NH 03031
603-320-7732 tonycastro@aol.com

July 11, 2023

Board of Selectmen
Town of Amherst
Amherst, NH 03031

Re: Letter of Intent

Please accept this letter of intent to serve on the newly created Energy Committee.

Among my qualifications are a strong interest in solar energy usage. In fact I had wanted to install solar panels to our residence, but due to technical difficulties which would have extended the payback period to an unreasonably long period of time, the house not having an ideal orientation, as well as the roof having too "shallow" a pitch, we decided to not proceed.

Academically, I have 2 degrees (College of the Holy Cross, Cornell University), I am a native speaker of Spanish, know enough Italian to have made our way though Italy on 3 occasions.

Professionally, I have been self-employed as a translator for the last 30 years, so I manage my schedule to the point that I can dedicate 8 – 10 hours a month to this endeavor.

I have served on the boards a few homeowner's associations, volunteered as an interpreter with a local police department in GA, and also served for over 10 years on the board of directors of a local chapter of the Cornell Hotel Society, as well as serving as regional representative for Cayuga Hospitality Advisors for about 10 years.

In short, I have the time, the interest and the desire to serve the community.

Sincerely,



Antonio G. Castro

Antonio G. Castro

24 Blueberry Hill Road, Amherst, NH 03031
603-320-7732 tonycastro@aol.com

July 10, 2023

Board of Selectmen
Town of Amherst
Amherst, NH 03031

Re: Letter of Intent

Please accept this letter of intent to serve on the newly created Energy Committee.

Among my qualifications are a strong interest in solar energy usage. In fact I had wanted to install solar panels to our residence, but due to technical difficulties which would have extended the payback period to an unreasonably long period of time, the house not having an ideal orientation, as well as the roof having too "shallow" a pitch, we decided to not proceed.

Academically, I have 2 degrees (College of the Holy Cross, Cornell University), I am a native speaker of Spanish, know enough Italian to have made our way though Italy on 3 occasions.

Professionally, I have been self-employed as a translator for the last 30 years, so I manage my schedule to the point that I can dedicate 8 – 10 hours a month to this endeavor.

I have served on the boards a few homeowner's associations, volunteered as an interpreter with a local police department in GA, and also served for over 10 years on the board of directors of a local chapter of the Cornell Hotel Society, as well as serving as regional representative for Cayuga Hospitality Advisors for about 10 years.

In short, I have the time, the interest and the desire to serve the community.

Sincerely,

Antonio G. Castro

Tyler Davis
27 Greenbriar Ln
Amherst, NH 03031

July 23, 2023

Amherst Board of Selectmen

Dear Selectmen:

I am including my application for the newly-formed Energy Committee in the Town of Amherst.

I am interested in contributing to improvements in the production and distribution of clean and reliable power in our town. The New Hampshire governance principle of Local Control has served us well, and I believe that Community Power is a logical extension of that principle. Providing a low-cost alternative to third-party energy suppliers could be a benefit to both residents and the town at large.

I have worked with the HAREI non-profit group (Hillsborough County Area Renewable Energy Initiative) who provide planning, design, and installation services to members and these contacts may be valuable in assessing the viability of renewable energy systems on Town-owned properties.

Please consider my application for a seat on the Energy Committee and let me know if you have any questions for me

Best Regards,

Tyler Davis



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 pe 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.

Tyler Davis

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



Town of Amherst, NH Volunteer Application

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

Applicant Name: Susan Deschenes

Residence Address: 12 Fox Run Road, Amherst, NH 03031

Mailing Address: 12 Fox Run Road, Amherst, NH 03031

Best Telephone: 603-566-9072 (cell)
(Cell or home)

E-mail Address: suzedesch@gmail.com

Time Available – Estimated number of hours pe month: 12

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

Amherst Fourth of July Committee, 2023

GMILCS Library Consortium Executive Committee, 3 years as Secretary,
1 as Treasurer, and 3 as New Member Committee Chair

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.

Susan Deschenes
Signature

July 19, 2023
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

Amherst Energy Committee - Statement of Intent

To: Jennifer Stover and the Town of Amherst Selectmen
From: Susan Deschenes
Date: July 19, 2023

Please accept this letter as an application to serve on the Town of Amherst Energy Committee. I am a member of 350NH Community Power and was excited to learn of the many New Hampshire communities that have set up Community Power Organizations. I strongly support investigating the community power option for the Town of Amherst's Select Board's consideration and creating a warrant article to be considered at the Town's elections in March should the Selectmen agree to do so. Amherst citizens deserve the opportunity to purchase power at lower rates than rates currently offered by Eversource.

The other charges to the Energy Committee, such as investigating whether to install solar power on Town Buildings and learning why Amherst is so vulnerable to power outages are important ways to serve the citizens of Amherst and reduce the town's energy costs.

Although I have no in-depth knowledge of the electric power industry, I would bring my unique talents as a retired librarian to the Energy Committee. I have the skills to do extensive research and to compile and communicate information. As the former Secretary of many organizations, I am able to create accurate meeting minutes.

I will attend the July 24th Board of Selectmen meeting to learn whether I have been chosen to serve on the committee and if not, to learn how I might otherwise help the Town of Amherst create a Community Power Organization.

Best regards,



Susan Deschenes



Town of Amherst, NH Volunteer Application

Board/Committee/Commission you wish to serve on: AMHERST ENERGY COMMITTEE

Applicant Name: Wm. A. Howard

Residence Address: 7 HIGH MEADOW LANE

Mailing Address: (SAME)

Best Telephone: 925-586-1766
(Cell or home)

E-mail Address: twopups@pacbell.net

Time Available – Estimated number of hours per month: AS NEEDED

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

COMMITTEE TO ELECT DISTRICT ATTORNEY

COMMITTEE TO ELECT COUNTY SHERIFF

4TH OF JULY CELEBRATION PLANNING COMMITTEE

ANNUAL COUNTY B-B-Q PLANNING COMMITTEE

SAN FRANCISCO FLEET WEEK SECURITY COMMITTEE

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.

Wm. A. Howard
Signature

June 30, 2023
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

Wm. A. Howard
7 Hugh Meadow Lane
Amherst, New Hampshire 03031

June 30, 2023

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

Dear Ms. Stover,

I have long held the opinion that being part of a community requires more than residency alone. For me participation in activities of common interest are vital components of a viable and prosperous community. With that in mind I'm submitting the enclosed application.

I am particularly interested in serving as a member of the Amherst Energy Committee for several reasons. I believe recent technological advances in electrical generation provide consumers with cost reductions not possible from large scale regional utilities. In fact, most existing utilities rely on decades old operating systems that suffer from antiquated technology and often struggle with length of in-service wear, further reducing efficiency. Regrettably the cost of operating inefficiencies by economic necessity are built into consumer pricing. Another concern that I have is recognizing the adverse environmental impact of traditional energy production. As individuals and collective consumers, I believe we should actively support cost effective clean energy alternatives.

Following is a brief summary of some personal skills and professional experiences that qualify me for appointment to the Amherst Energy Committee:

Personal

- Member of Amherst Lions Club.
- Life member of the 100 Club.
- Life member of MENSA.
- U.S. Navy veteran, life member of VFW.
- Retired member of Coast Guard Auxiliary.
- Licensed private pilot.
- Retired Reserve Deputy Sheriff, Commander of Sheriff's Air Squadron.
- Treasurer of 160 family member HOA.

Professional

- Retired corporate executive, industrial new construction of fossil and nuclear fueled electric generation facilities.
- My career started in engineering, progressed to regional management and eventually to international business development.
- Negotiated multi-dollar/multi-year contracts with both prime contractors (EPC)s and utilities.

If you have any questions or require additional information regarding this application please do not hesitate to let me know.

Respectfully yours,



Wm. A. Howard



Town of Amherst, NH Volunteer Application

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

Applicant Name: William Maddocks

Residence Address: 23 Juniper Drive

Mailing Address: Same

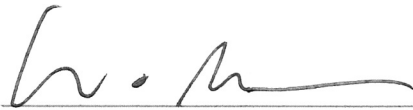
Best Telephone: 508-574-3285
(Cell or home)

E-mail Address: wmaddocks@gmail.com

Time Available – Estimated number of hours pe month: 10 - 20

Other Boards/Committee/Commission you have served on (may include other cities/towns):
None

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

7/19/23
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

July 19, 2023

Dear Amherst Selectmen,

I am submitting this letter of intent along with my Volunteer Application to serve the town Energy Committee. I have never served on a town committee or been elected to public office in Amherst previously. I have both a personal and professional interest in working to advance the learning about the possible benefits and shortcomings of the establishment of a community power organization similar to efforts in Nashua, Peterborough and Wilton.

My professional work has been as a Community Economic Development consultant and I have worked with a number of organizations on small and micro business development, seafood industry entrepreneurship, New American business development, community engagement on community/police relations, water policy, diversity, equity and inclusion, and housing development projects. I am an adjunct professor at the UNH Carsey School Masters in Community Development program and worked for UNH and SNHU for many years in staff and clinical faculty positions until my retirement in 2019.

I am a founding board member of the environmental non-profit 350NH, I have worked in the energy conservation field for eight years and have been very interested in community power and related policy topics for many years.

I am committed to serving as a volunteer member of the new Energy Committee and meeting as often as required by the needs of the committee.

Please contact me if you need a copy of my CV or you have any questions.

Best regards,

William Maddocks
23 Juniper Drive
Amherst, NH 03031

508-574-3285
wmaddocks@gmail.com

To Whom it May Concern,

My name is Mercedes Olster, and I have been a resident of Amherst for two years now. I am interested in the Amherst Energy Committee because I am very familiar with both community power and solar as well as how to navigate both.

I currently work as a Chief of Staff for the Head of Engineering and Construction for Enel Green Power. Enel is a utility scale renewable energy company. We focus on development, engineering, construction and long-term operations and maintenance of our plants.

Previously, I worked for Horizon Residential Energy Services who managed the residential NH Saves programs (Home Performance with Energy Star and Home Energy Assistance) for Liberty Utilities. I also hold an MBA in Energy and Sustainability from Franklin Pierce University.

More than my professional career, I also have an energy star rated, net zero home complete with solar panels. I understand the issues both from a business standpoint and as a resident of our town.

I have lots of connections through Clean Energy NH, Young Professionals in Energy NH, and Women's Energy Network Northern New England which will help the town navigate community power and can provide resources. I hope my background makes me eligible to sit on this committee and look forward to hearing from you.

Please reach out if there are any additional questions or information needed to help make this decision.

Thanks!

Mercedes Olster



Town of Amherst, NH Volunteer Application

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

Applicant Name: _____

Residence Address: 48 Boston Post Rd Amherst NH 03031

Mailing Address: Same as above

Best Telephone: 508-287-8077
(Cell or home)

E-mail Address: mercedesolster@gmail.com

Time Available – Estimated number of hours pe month: 40

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

Women's energy network (Vice President), Young Professionals in Energy NH (Advisory Board)

New Hampshire Energy Week (Planning Board Member)

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

From: [zach olster](#)
To: [Jennifer Stover](#)
Subject: Re: Energy committee
Date: Thursday, June 29, 2023 3:11:42 PM
Attachments: [Volunteer Application Fillable.pdf](#)
[Volunteer Application Fillable.pdf](#)

[External Sender]:

I believe I would make an excellent addition to this board. I moved to Amherst two years ago and have been looking for opportunities to get involved in my community.

I do not have experience in serving any boards, but as a master electrician and owner of a solar installation company based out of Amherst, I can bring to the table a unique expertise in the solar energy/utility process to help the town reach its energy goals.

I appreciate your time and consideration. Hope to hear from you soon!



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



Town of Amherst, NH Volunteer Application

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

Applicant Name: Martin Rowley

Residence Address: 8 Old Mont Vernon Road

Mailing Address: same

Best Telephone: 603 438 4784
(Cell or home)

E-mail Address: mrowley6@yahoo.com

Time Available – Estimated number of hours pe month: 40

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

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

6/30/2023
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

June 29, 2023

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

Dear Members of Board of Selectmen

I am volunteering to serve on the newly formed Amherst Energy Committee.

I have lived at my present address of 8 Old Mont Vernon Rd, since moving to Amherst in 1996. During that period I have seen electricity rates increase dramatically. To partially combat that I regularly check the list of energy providers that are listed on Eversource's website. This led me to discover that neighboring towns have established energy plans that enable them to receive very competitive rates from energy aggregators in the New Hampshire energy market. Not only are the rates some of the lowest in the market but the contract terms are up to 30 months, providing price stability for town residents without locking them in.

After interviewing the Wilton Town Administrator about Wilton's program I contacted the Amherst BOS to inquire if Amherst could set up it's own energy program. I was gratified when Bill Stoughton informed me that a committee was being formed to explore that.

I'm very motivated to explore the possibilities to bring greater electricity rates savings to Amherst residents.

I'm also interested in resolving the apparent frailty of Amherst's electrical power infrastructure.

Thank you for your consideration.

Sincerely yours,



Martin Rowley.



Matthew Siska, PE, CEM, Principal
Matt.Siska@gdsassociates.com
direct 603-391-0035
cell 603-657-5773

June 29, 2023

Ms. Jennifer Stover
Town of Amherst
2 Main Street
Amherst, NH 03031

RE: Amherst Energy Committee

Dear Ms. Stover,

Please accept this letter of intent as expressing my interest in serving on an energy committee in our town. I am the managing partner of a local energy consulting firm with deep knowledge of the community power movement in New Hampshire and working knowledge of the process. I have a good deal of technical knowledge but little bandwidth to contribute and am hoping that other committee members with more available time will volunteer.

Thanks for your consideration.

Best regards,

A handwritten signature in black ink, appearing to read 'M. J. Siska', is written over a light blue horizontal line.

Matthew J. Siska, P.E., CEM
GDS Associates, Inc.
Principal – Energy Efficiency





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 pe 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

Investment Report

Elizabeth Overholt

Town Treasurer

July 2023

Banks I asked for quotes on interest rates for the taxes collected by July 1, 2023
Bar Harbor, Citizens, Bank of New England, Enterprise, Leader, Primary, TDBank

Interest quotes included

Primary 3.75%

Enterprise 4.6%

Leader, Bar Harbor, Bank of New England, Citizens 5.15%

Investment of \$18 million of the tax dollars that were collected by July 1, 2023.

Invested at TDBank in five laddered CDs all to be opened July 20, 2023 under TDBank's Collateral Program with BONY Mellon FHLB letter of credit program. Penalty if CD needed before it matures is a 6 month interest rate charge.

See attached letter to TDBank dated July 13, 2023 for information on the laddered CDs.

The Leader Bank balance (last cycle's tax dollars) is 1.5 million at 4% in a Money Market account. Keeping this account allows for an immediate source of money if needed. I will know by August 1 whether this rate will increase.

Investment of other money considered "excess of funds" per RSA 42:29.

This invested money is comprised of five million dollars of undesignated fund balance and one million dollars of tax money collected before the taxes are due totaling six million dollars.

In October, 2022 I invested in four 12 month CDs at 3.5% interest at TD Bank with two two million dollar CDs and two one million dollar CDs totaling six million dollars. Five other banks offered rates from 1.75 to 2.6 %. TDBank's Collateral Program with BONY Mellon FHLB letter of credit program covers that investment.

Current balances at the banks I have used for investing. I like to leave a small amount to keep the account open for the next round of interest requests since opening a new account is a long process.

Current balances July 2023

\$656	Bar Harbor Bank
\$4,699	Citizens Bank Investment Account
\$939	Eastern Bank
\$open	Enterprise Bank
\$6,294	Primary Bank



TOWN OF AMHERST

Amherst Town Hall
2 Main Street
Amherst, NH 03031

Elizabeth Overholt, Treasurer
603.673.5171
liz@theoverholts.net

Keith Pike
TDBank
July 13 2023

Please invest 18 MM as listed below in laddered CDs.

1 mo CD 5.15%
3MM
due 7-27-23

2 mo CD 5.20%
3.5MM
due 8-28-23

3 mo CD 5.25%
3.5MM
due 9-26-23

4 mo CD 5.30%
3.5MM
due 10-26-23

5 mo CD at 5.30%
4.5MM
due 11-27-23

Thank you,
Elizabeth Overholt

Elizabeth Overholt
Amherst Town Treasurer



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Administrative Updates
Meeting Date: July 24, 2023

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

I will present any updates I have on the Thornton Ferry Road project.

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: Retirement System Update
Meeting Date: July 24, 2023

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

I have attached informaton on the commission that Senator Chandley mentioned when she was here. I thought you might be interested and it is something I will be keeping in mind as I draft recommendations. They are supposed to have the report out by 12/01/2023.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Section 100-A58 - [Effective 712023] [Repealed Effective 1212023] Retirement Benefits Commission

N.H. Rev. Stat. § 100-A:58

Section 100-A:58 - [Effective 7/1/2023] [Repealed Effective 12/1/2023] Retirement Benefits Commission

- I.** There is established a commission to study retirement benefits and retention of employees.
- II.** The members of the commission shall be as follows:
- (a)** Four members of the senate, at least one of whom shall be a member of the minority party, appointed by the president of the senate.
 - (b)** Four members of the house of representatives, at least one of whom shall be a member of the minority party, appointed by the speaker of the house of representatives.
 - (c)** One representative of the New Hampshire Municipal Association, appointed by the association.
 - (d)** One representative of the New Hampshire School Boards Association, appointed by the association.
 - (e)** One representative of the New Hampshire Association of Counties, appointed by the association.
 - (f)** One representative of the Professional Firefighters of New Hampshire, appointed by that organization.
 - (g)** One representative of the New Hampshire Troopers Association or New Hampshire Police Association, appointed by mutual agreement.
 - (h)** One teacher, appointed by the National Education Association - New Hampshire.
 - (i)** One state employee, appointed by the New Hampshire State Employees Association.
- III.** Legislative members of the commission shall receive mileage at the legislative rate when attending to the duties of the commission.
- IV.** The commission shall examine issues surrounding retirement benefits, including:
- (a)** The impact retirement benefits have on the retention of employees and the ability to attract new employees.
 - (b)** Whether changes to the current benefit structure are warranted, including the cost and funding source of any proposed change.
 - (c)** The report of the decennial retirement commission.
 - (d)** Analyzing the financial status of the retirement system and performing a risk assessment to the system.
 - (e)** Whether cost of living adjustments (COLAs) or stipend are appropriate and could be funded through employer and employee contributions.

(f) Making recommendations ensuring the long-term viability of the New Hampshire retirement system.

(g) Considering the effect that policy changes have on the state and political subdivisions.

(h) Consideration of a state employer match toward state employee contributions under the state of New Hampshire public employees deferred compensation plan.

V. Members of the commission shall elect a chairperson from among the members. The first meeting of the commission shall be called by the first-named senate member. The first meeting of the commission shall be held within 45 days of the effective date of this section. Eight members of the commission shall constitute a quorum.

VI. The commission shall report its findings and any recommendations for proposed legislation to the president of the senate, the speaker of the house of representatives, the senate clerk, the house clerk, the governor, and the state library on or before December 1, 2023.

RSA 100-A:58

Repealed by 2023, 79:69, eff. 12/1/2023.

Added by 2023, 79:68, eff. 7/1/2023.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Meeting room audio/ visual DRAFT RFP **Department:** Administration

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

Chris Gentry put together an RFP for upgrading the audio and visual in the meeting room and BOS should decide if they want it to go out or be amended.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

I think he believes it will give us the maximum flexibility to get suggestions from possible vendors.

ATTACHMENTS:

1. Amherst Meeting Room RFP



Town of Amherst, New Hampshire

2 Main Street, Amherst, NH 03031

June 30, 2023

The Town of Amherst is seeking Requests for Proposals for a build out to replace the current meeting room setup for Broadcast and streaming purposes.

Background

Amherst is currently operating out of the historic Amherst Town Hall, second floor with capabilities to broadcast via Comcast with a single SD signal, and broadcast streaming to other sources in HD, such as Zoom. There is currently a multi-camera system (4 remote controlled Cameras) with a switcher.

Build Out Analysis

The Town is currently looking to upgrade current SD and outdated HD systems and integrate Zoom Capabilities directly into the workflow. To include, but not limited to:

- Integrated Screens for both audience and board view for displaying presentations.
- Multi-camera switch with streaming integration.
- Audio for In-room use as well as on Broadcast and Stream.

Scope of Services

The consultant will work directly with the Town Administrator, Amherst Community Access Television, and their designees. The scope of services includes, but is not limited to:

- Preparation of a plan with basic workflow schematics for the meeting room.
- Installation of equipment and testing.
- Clean up of site after work.
- Training of staff on equipment

General Requirements

- In the performance of the services requested, the consultant shall not be considered an employee of the Town of Amherst, but shall be an independent contractor or employee of the company/organization submitting the proposal. The consultant shall perform the services on behalf of the Town and will serve as the Town's agent.
- The consultant shall provide a summary of the firm's current insurance coverage for comprehensive, general liability, professional liability, automotive liability and workers' compensation insurance. Indicate the limits of coverage on each policy.

- The issuance of this RFP is not a guarantee that the Town of Amherst will select any of the applicants that submit a proposal. The Town reserves the right to withdraw this RFP or to reject all proposals received in response to it. The Town reserves the right to waive any non-material irregularities or information in any RFP.
- The Town of Amherst assumes no responsibility or liability for costs incurred by recipients of this RFP in responding to it or in responding to any subsequent information requests.

Submission Requirements

The consultant shall provide the following information for consideration:

- A letter of interest, signed by an individual authorized to bind the offer.
- Statement of qualifications and proposal for consulting services, to include the experience of each company staff person expected to work with the Town, any additional consultants and subcontractors, company history and outline of capabilities, including previous work for municipalities.
- Samples of previous work, including links to websites if available.
- Copies of all applicable certificates of insurance.
- A cost proposal for the project, including all expenses, shipping and cabling included.
- All proposals must be received at the Amherst Town Hall no later than July 20, 2023, at 4:00 p.m. Questions shall be directed to Dean Shankle, Town Administrator.
- Three copies of proposal and one electronic PDF copy clearly marked "Meeting Room Proposal" to:

Town of Amherst
"Meeting Room Proposal"
2 Main Street
Amherst, NH, 03031

Proposal review, evaluation and selection process

- Proposals will be reviewed and evaluated following the submission deadline using a quality based evaluation process.
- The Town will select a consultant based upon the submission items listed above, interviews, and any other information deemed pertinent by the Town.
- The Town may select one or more consultants for interviews. The submission of a response does not guarantee an interview.
- The Town will negotiate contract terms upon selection. All contracts are subject to review by Town Counsel and approval by the Board of Selectmen.
- **Opt-Out Provision:** The Town of Amherst may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the consultant. If the contract is terminated by the Town of Amherst, as provided herein, the consultant will be paid a fair payment as negotiated with the Town of Amherst for the work completed and materials supplied as of the date of termination.



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

Title: Revision of Fund Balance Policy
Meeting Date: July 24, 2023

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. Fund Balance Policy, revised July 24, 2023

Town of Amherst



Fund Balance Policy

Revised by the Board of Selectmen July 24, 2023

FUND BALANCE POLICY

A. Fund Balance Policy

The Town of Amherst hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Policy shall only apply to the Town's governmental funds. Fund balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

The purpose of this policy is to establish a key element of the financial stability of the Town of Amherst by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the Town of Amherst maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the Town's general operations.

B. Definitions

1. ***Non-spendable Fund Balance*** - includes amounts that are not in a spendable form (such as inventory or prepaid expenses) or are required to be maintained intact (such as principal of an endowment fund).
2. ***Restricted Fund Balance*** - includes amounts that can only be spent for the specific purposes stipulated by external resource providers (such as grantors) or the enabling legislation (federal or state law). Restrictions may be changed or lifted only with the consent of the resource providers or the enabling legislation.
3. ***Committed Fund Balance*** - includes amounts that can be used only for the specific purposes determined by a formal action of the Town's highest level of decision-making authority (the annual Town meeting). Commitments may be changed or lifted only by the governing body taking the same formal action that imposed the constraint originally. The governing body's actions must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.
4. ***Assigned Fund Balance*** - includes amounts the Town *intends* to use for a specific purpose. For all governmental funds other than the General Fund, any remaining positive amounts are to be classified as "assigned". The Selectmen expressly delegates this authority to the Town Administrator. Items that would fall under this type of fund balance classification would be encumbrances.

5. **Unassigned Fund Balance** - includes amounts that are not obligated or specifically designated and is available for any purpose. The residual classification of any General Fund balance is to be reported here. Any deficit fund balance of another fund is also classified as unassigned.

C. Spending Prioritizations

1. When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.
2. When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications can be used, committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts.

D. Deficit Fund Balance

At year end, if any of the special revenue funds (such as the Recreation Fund or Police Detail Fund etc.) has a deficit unassigned fund balance, the Town Administrator will notify the board of selectmen and request to transfer funds from the General Fund to cover the deficit, providing the General Fund has the resources to do so.

E. Minimum Level of Unassigned Fund Balance.

The New Hampshire Department of Revenue recommends that cities and towns will strive to maintain an unassigned fund balance in its General Fund equal to 5-17% of the total annual operating expenditures of the community (which includes the Town, County, and School District).

The Amherst Board of Selectmen has chosen to set a target range for the post-December tax bill unassigned fund balance equal to 8% - 10% of the total annual operating expenditures (the “Ratio”). The Board will review the status of the unassigned fund balance each year in order to determine if circumstances warrant making an exception to this policy.

The anticipated Ratio will be reviewed by the Board prior to establishing the tax rate for the December biannual tax bill. The Board will attempt to balance:

- 1) the desire to minimize the property tax rate and to avoid large fluctuations in the tax rate, and
- 2) the desire to maintain a target “post-December tax bill” range for the remaining unassigned fund balance, and

- 3) the desire to return funds in excess of the target range to the taxpayers in ways that do not cause fluctuations in the tax rate, e.g., by funding projects that would otherwise have required raising new taxes.

The Board shall use the prior fiscal year-end unassigned fund balance as stated on DRA form MS-434-R as the fund balance before reducing the tax rate. In measuring the actual Ratio against the target range, the Board shall consider whether including any DRA adjustments to the fund balance are appropriate given the intent of this policy.

F. Annual Review

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process.

Peter Lyon, Chair

Danielle Pray, Vice-Chair

William Stoughton, Clerk

Thomas Grella, Member

John D'Angelo, Member

Adopted February 27, 2012

Revised October 19, 2016

Revised July 24, 2023



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

Title: Draft V3 BOS Meeting Calendar
2024

Department: Administration

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. DRAFT V3 2024 BOS Meeting Calendar



TOWN OF AMHERST, NH

DRAFT V2

2024 BOARD OF SELECTMEN MEETING CALENDAR

January							July						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
								1	2	3	4	5	6
	1	2	3	4	5	6	7	8	9	10	11	12	13
7	8	9	10	11	12	13	14	15	16	17	18	19	20
14	15	16	17	18	19	20	21	22	23	24	25	26	27
21	22	23	24	25	26	27	28	29	30	31			
28	29	30	31										
February							August						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3					1	2	3
4	5	6	7	8	9	10	4	5	6	7	8	9	10
11	12	13	14	15	16	17	11	12	13	14	15	16	17
18	19	20	21	22	23	24	18	19	20	21	22	23	24
25	26	27	28	29			25	26	27	28	29	30	31
March							September						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30					
31													
April							October						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6			1	2	3	4	5
7	8	9	10	11	12	13	6	7	8	9	10	11	12
14	15	16	17	18	19	20	13	14	15	16	17	18	19
21	22	23	24	25	26	27	20	21	22	23	24	25	26
28	29	30					27	28	29	30	31		
May							November						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30
June							December						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				
30													

Board of Selectmen Meetings

Holidays

January 8, 2024 FY25 Budget Hearing

SAU 39 Vacation Weeks

Feb 7, Anticipated Deliberative Session

Mar 12, 2024 State & Local Election, Sept 10 Primary, Nov 5 General Election



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Bertha Rogers Trust Fund
Meeting Date: July 24, 2023

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

"Follow-up to the email exchange last year about expending from the Bertha Rogers Trust Fund, and the decision to hold off one more year, I wanted to let you know that as of May 30, 2023, there is \$26,554.38 in the account.

You can choose to expend now (putting forth request for proposals from town organizations) or wait an additional amount of time to increase income available for award.

Lori
Trustee of the Trust Funds
Amherst, NH"

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: FY24 Highway Safety Grant
Acceptance

Department: Police Department

Meeting Date: July 24, 2023

Staff Contact: Mark Reams

BACKGROUND INFORMATION:

Approval of New Hampshire Office of Highway Safety grant acceptance to reimburse overtime costs related to specific DUI, speeding, and related traffic enforcement efforts in the coming year.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Approve

SUGGESTED MOTION:

Move to accept FY24 Office of Highway Safety Grant Agreement #24-005 in the maximum allowable reimbursement amount of \$11,600.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Propane and Heating Oil Bid
Meeting Date: July 24, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We advertised for bid the annual heating oil and propane contract for Town Buildings. We received four bids in total. Two companies offered prices for both heating oil and propane, and two companies only submitted pricing for propane.

Bot-L-Gas, our existing propane vendor, had the low bid for propane at \$1.375 per gallon. We recommend awarding the propane contract to Bot-L-Gas.

Haffner's Energy North Group submitted the low bid for heating oil at \$2.89 per gallon. We recommend awarding the FY24 heating oil contract to Haffner's Energy North Group.

BUDGET IMPACT:

(Include general ledger account numbers)

Affects town departments' budgets variably dependent on usage.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend awarding propane contract to Bot-L-Gas, and heating oil contract to Haffner's Energy North Group.

SUGGESTED MOTION:

I move to award the FY24 propane contract to Bot-L-Gas, for a fixed price of \$1.375 per gallon. I further move to award the FY24 heating oil contract to Haffner's Energy North Group, for a fixed price of \$2.89 per gallon.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. award Forms 16-23
2. Bot-L-Gas
3. Haffners Energy North Group
4. Suburban Propane
5. Palmer Gas & Oil

6. 16-23 Propane & Fuel Oil

TOWN OF AMHERST

Town Department: DPW

Date: July 18, 2023

Line Item: 01-4312-40-2411

Budget Amount:

Bid #: 16-23

Item: Propane & Heating Oil

Date Bid To Be Awarded: July 24, 2023

<u>Vendor</u>	<u>Product</u>	<u>Price</u>	<u>Other Considerations</u>
Bot-L-Gas	Propane	Fixed \$1.375 Differential \$0.855	
2. Ciardelli	NO BID		
	Heating oil	Fixed \$2.899	Differential +\$0.409
3. Haffners Energy North Group	Propane	Fixed \$1.589	Differential +\$1.029
	Heating Oil	Fixed \$3.049	Differential +\$.063
4 Palmer Gas & Oil	Propane	Fixed \$1.699	Differential +\$0.90
5. Rymes Propane	NO BID		
6 Suburban Propane	Propane	Fixed \$1.7295	Differential Not given

Recommend bid be awarded to: Bot-L-Gas (Propane), Haffner's Energy North Group (oil)

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

This bid was post on the Town of Amherst website, and NHMA.

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

BID # DPW16-23 PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH.

The undersigned, as a lawful authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number DPW16-23 Propane and Fuel Oil, with the General Provision, Specifications and other bid documents and binds himself/herself and their company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other items or services needed to perform all the requirements to supply Propane and/or Home Heating Oil to the Town of Amherst, NH for the following unit price:

Fixed Home Heating Oil price per gallon (written) NO Bid

Dealer's differential (over J.O.C. for heating oil)
for variable option (written) NO Bid

Fixed Propane price per gallon (written) \$ 1.375

Dealer's differential (over OPIS Mont Belvieu for propane)
for variable option (written) \$.855

Variable pricing for Propane based on day of delivery posting from Mont Belvieu, Texas, dealers differential (pipeline tariff, transportation, fuel surcharge, dealers markup, etc). Heating oil daily pricing based on day of delivery from the Journal of Commerce plus dealer's differential (listed above).

Respectively submitted,

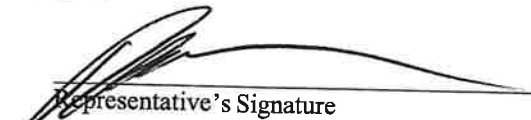
Bot-L-Gas Inc.
Print Bidder/Contractor's Name

NORMAN WREN
Print Representative's Name and Title

8 E Otterdown St
Street

603 882-7811
Telephone and Fax Number

603 598-7060


Representative's Signature

NASHUA NH 03060
City, State, Zip Code

7/13/2023
Date

¹ Person signing proposal must be a person in your company authorized to sign a contract with the Town of Amherst, NH.

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

BID # DPW16-23 PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH.

The undersigned, as a lawful authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number DPW16-23 Propane and Fuel Oil, with the General Provision, Specifications and other bid documents and binds himself /herself and their company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other items or services needed to perform all the requirements to supply Propane and/or Home Heating Oil to the Town of Amherst, NH for the following unit price:

Fixed Home Heating Oil price per gallon (written) \$2.899

**Dealer's differential (over J.O.C. for heating oil)
for variable option** (written) +0.409

Fixed Propane price per gallon (written) \$1.589

**Dealer's differential (over OPIS Mont Belvieu for propane)
for variable option** (written) + \$1.029

Variable pricing for Propane based on day of delivery posting from Mont Belvieu, Texas, dealers differential (pipeline tariff, transportation, fuel surcharge, dealers markup, etc). Heating oil daily pricing based on day of delivery from the Journal of Commerce plus dealer's differential (listed above).

Respectively submitted,

Haffner's Energy North Group
Print Bidder/Contractor's Name

1 Rick Winters / Regional Sales Representative
Print Representative's Name and Title

Rick Winters
Representative's Signature

2 International Way
Street

Lawrence, MA. 01843
City, State, Zip Code

Office-978-683-2771 Fax-978-683-6132
Telephone and Fax Number
Cell- 978-237-2048 - RW

07/17/2023
Date

¹ Person signing proposal must be a person in your company authorized to sign a contract with the Town of Amherst, NH.

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

BID # DPW16-23 PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH.

The undersigned, as a lawful authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number DPW16-23 Propane and Fuel Oil, with the General Provision, Specifications and other bid documents and binds himself /herself and their company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other items or services needed to perform all the requirements to supply Propane and/or Home Heating Oil to the Town of Amherst, NH for the following unit price:

Fixed Home Heating Oil price per gallon (written) _____

Dealer's differential (over J.O.C. for heating oil)
for variable option (written) _____

Fixed Propane price per gallon (written) \$ 1.7295

Dealer's differential (over OPIS Mont Belvieu for propane)
for variable option (written) _____

Variable pricing for Propane based on day of delivery posting from Mont Belvieu, Texas, dealers differential (pipeline tariff, transportation, fuel surcharge, dealers markup, etc). Heating oil daily pricing based on day of delivery from the Journal of Commerce plus dealer's differential (listed above).

Respectively submitted,

Suburban² Propane Inc.
Print Bidder/Contractor's Name

Greg CURTIS - Regional Rep.
Print Representative's Name and Title

81 Hitchiner Way
Street

603-673-2903 / 774-462-3080
Telephone and Fax Number

Greg Curtis
Representative's Signature

MILFORD, NH 03055
City, State, Zip Code

7/18/23
Date

¹ Person signing proposal must be a person in your company authorized to sign a contract with the Town of Amherst, NH.

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

BID # DPW16-23 PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH.

The undersigned, as a lawful authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number DPW16-23 Propane and Fuel Oil, with the General Provision, Specifications and other bid documents and binds himself /herself and their company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other items or services needed to perform all the requirements to supply Propane and/or Home Heating Oil to the Town of Amherst, NH for the following unit price:

Fixed Home Heating Oil price per gallon (written) \$3.049

Dealer's differential (over J.O.C. for heating oil)
for variable option (written) + \$1.63 , - \$3.099

Fixed Propane price per gallon (written) \$1.699

Dealer's differential (over OPIS Mont Belvieu for propane)
for variable option (written) \$1.90 over Mont Belvieu, \$1.579

Variable pricing for Propane based on day of delivery posting from Mont Belvieu, Texas, dealers differential (pipeline tariff, transportation, fuel surcharge, dealers markup, etc). Heating oil daily pricing based on day of delivery from the Journal of Commerce plus dealer's differential (listed above).

Respectively submitted,

Palmer Gas & Oil
Print Bidder/Contractor's Name

Jeffrey Hogue, Commercial Fuel Rep
Print Representative's Name and Title

13 Hall Farm Road
Street

603-519-0070
Telephone and Fax Number

[Signature]
Representative's Signature

Atkinson, NH 03811
City, State, Zip Code

7/17/2023
Date

¹ Person signing proposal must be a person in your company authorized to sign a contract with the Town of Amherst, NH.

Town of Amherst



Department of Public Works

Bid Number DPW16-23

Propane and Fuel Oil

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

BID NUMBER DPW16-23
PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

Invitation to Bid

The Town of Amherst is inviting bid contract proposals for # 2 fuel oil, and propane. Bid specifications are available from Public Works at the address shown above Monday through Friday 7am-3pm.

The Town of Amherst will consider **both fixed and variable** pricing.

Base variable pricing on:

- Heating oil - The Journal of Commerce daily pricing, (Boston/Portsmouth) plus markup.
- Propane - OPIS Mont Belvieu TET C3 Any Average on Date of Ship.

If the bidder fills both lines in for a product in the "Contractors Proposal" sheet, we assume, the vendor is proposing to bid both fixed and variable.

Bids will be received at the Town Administrator's Office, Town Hall, 2 Main Street., Amherst, NH until **11:00 A.M. Tuesday, July 18, 2023**. Shortly thereafter, bids will be publicly opened in any available office or conference room and read aloud. Award will be by the Board of Selectmen at a regular board meeting.

If a vendor chooses not to bid, we kindly ask that you respond with a note to 22 Dodge Rd that you are not bidding and why.

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

BID # DPW16-23 PROPANE AND FUEL OIL
CONTRACTOR'S PROPOSAL

To: Town of Amherst, NH.

The undersigned, as a lawful authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number DPW16-23 Propane and Fuel Oil, with the General Provision, Specifications and other bid documents and binds himself /herself and their company on award to them by the Board of Selectmen to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as prescribed by the Town and to provide all necessary equipment, labor, materials, and other items or services needed to perform all the requirements to supply Propane and/or Home Heating Oil to the Town of Amherst, NH for the following unit price:

Fixed Home Heating Oil price per gallon (written) _____

**Dealer's differential (over J.O.C. for heating oil)
for variable option** (written) _____

Fixed Propane price per gallon (written) _____

**Dealer's differential (over OPIS Mont Belvieu for propane)
for variable option** (written) _____

Variable pricing for Propane based on day of delivery posting from Mont Belvieu, Texas, dealers differential (pipeline tariff, transportation, fuel surcharge, dealers markup, etc). Heating oil daily pricing based on day of delivery from the Journal of Commerce plus dealer's differential (listed above).

Respectively submitted,

Print Bidder/Contractor's Name

¹

Print Representative's Name and Title

Representative's Signature

Street

City, State, Zip Code

Telephone and Fax Number

Date

¹ **Person signing proposal must be a person in your company authorized to sign a contract with the Town of Amherst, NH.**

PROPANE AND FUEL OIL
Town of Amherst, NH

Quantity

The quantity listed is an estimate only. It is based on prior usage and may increase or decrease to meet heating demands. The Town of Amherst requests the bid price be held for any additional gallons beyond the estimated usage for the duration of the contract.

Estimated total usage of heating oil is 7,500 gallons.

Estimated total usage of propane is 12,000 gallons.

There are eight town owned buildings, each has different storage capacities. Tank size will be listed on the last page of this specification.

Contract Period

The contract covers the Town of Amherst from the date of award through June 30, 2024. Each section of this contract may be extended individually one additional year by mutual agreement of all parties.

Time of Delivery

Deliveries shall be made during normal business hours unless special arrangements are made with the Public Works Department at 22 Dodge Road, Amherst, NH (673-2317). All facilities shall be on an automatic delivery schedule from commencement of the agreement thru March 31. Once scheduling has been established, the cost of burner restarts during the automatic delivery period shall be borne by the Oil Company. During the period from April 1 to June 30, deliveries shall be made by request from the Town only. Burner restarts during the period from April 1 thru June 30 shall be the responsibility of the Town of Amherst to pay for.

Delivery Slips

Delivery slips for load drops shall be scanned and e-mailed to pdelisle@amherstnh.gov with hardcopy included with the monthly statement. The slip shall include which building received the fuel, how much fuel, time and date of delivery, and the driver. Statements and any correspondence shall be mailed to Amherst Public Works Department, 22 Dodge Road, Amherst, NH.

Failure to Deliver

The expectation of the Town is for an automatic delivery system between commencement of the agreement and March 31. During this automatic delivery period, if the fuel contractor is unable to deliver propane or heating oil to a town facility within four hours of being notified of an empty tank, the town reserves the right to purchase oil or fuel from the vendor of its choice. Any difference in cost shall be charged to the vendor in default.

PROPANE AND FUEL OIL
Town of Amherst, NH

Equipment Inspection/Testing

Within 90 days of award of contract the successful bidder shall:

- Perform cathodic testing on all underground tanks. A report of the test results shall be forwarded to the Public Works Department.
- Perform visual safety inspection on all propane and oil tanks.

Equipment Removal/Installation

Upon commencement of the contract the Town will notify the former vendor (if applicable) to remove the existing tank upon the level of propane reaching 20%. The Town will coordinate installation of the new tank with the new vendor at that time.

At the end of the contract the vendor will be responsible for removing their equipment within fifteen (15) days from notification by the Town. A credit will be issued to the Town for any remaining propane in the tank. The Town will not be responsible for any charges related to the removal of the tank.

New Equipment

In the event the Town of Amherst expands or adds new heated facilities, the Town will coordinate these needs with the fuel company. The fuel company shall provide the necessary equipment (tank, regulator, etc.) and fuel to meet the new demand.

PROPANE AND FUEL OIL
Town of Amherst

GENERAL GUIDELINES FOR ALL BIDS

Cancellation

The Town of Amherst reserves the right to cancel any unfilled portion for the contract, providing that in the opinion of the Town Administrator, the quality of oil provided by the contractor is unsatisfactory or not consistent with the terms of the contract.

General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Amherst Bid # DPW16-23" and will be received at the Administrator's Office, Town Offices, Amherst, NH until 11:00 AM, Tuesday, July 18, 2023.
2. Shortly thereafter, bids will be publicly opened and read aloud at any available office or conference room at the Town Offices, Main Street, Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following the bid opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in the form of or minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations. These shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the

PROPANE AND FUEL OIL
Town of Amherst

Town and its representatives against any claim, loss, damage, or liability arising from or based on any such law and regulations by themselves or by their employees any such law or regulation related to any activity of Contractor or its agents or employees.

9. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
10. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract.
11. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required.
12. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions, any act or failure to act on the part of its agents or employees. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
13. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter RSA 275, RSA, as amended, "Hours of Labor", Chapter RSA 279, RSA, as amended, "Minimum Wage Law".
14. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter RSA 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.
 - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's

PROPANE AND FUEL OIL
Town of Amherst

Liability Insurance for all work of the latter's employees to be engaged in such work.

B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY.

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

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

PROPANE AND FUEL OIL
Town of Amherst

TECHNICAL SPECIFICATIONS

The Town of Amherst is soliciting bids for **Propane, and Home Heating Oil** to be paid by the gallon. Specifications are as follows:

HOME HEATING OIL

#2 Fuel oil shall meet ASTM standards. Care must be taken during winter months to include sufficient additives to expose above ground storage tanks to prevent jelling of lines and filters.

PROPANE

Liquid Petroleum Gas shall meet CGSB 3.14-M88 (Grade 1) Standards. Care must be taken during winter months to include sufficient additives to prevent freezing of regulators and other exposed small orifice equipment.

HEATING OIL TANK CAPACITIES
Town of Amherst

Buildings:

Tank Size:

Library, 14 Main St	1,000-gallon tank, heating oil
Police Station, 175 Amherst St	Twin 275-gallon tanks, heating oil
Town Hall, 2 Main St	Twin 275-gallon tanks, heating oil
DPW office, 22 Dodge Road	275-gallon tank, heating oil
Recreation Buck Meadow Club House	275-gallon tank, heating oil

PROPANE TANK CAPACITIES
Town of Amherst

Buildings:

Tank Size:

South Fire Station, Stearns Road	1,000-gallon tank (in ground)
Central Fire Station, 177 Amherst Street	1,000-gallon tank (in ground)
Recreation Office, 4 Cross Rd.	325-gallon tank (in ground) 120-gallon tank (above ground)
Police/Rescue generator, Amherst St.	325-gallon tank (above ground)
DPW office, 22 Dodge Road	500-gallon tank (above ground)
DPW office, 22 Dodge Road (Mechanic Outbuilding)	100-gallon tanks (3) (above ground)
Transfer Station (Red Barn & Clock Room)	100-gallon tanks (2) (above ground)
13 Baboosic Lake Rd. (Birch Pond)	100-gallon tank (2) (above ground)



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Tree Work Bid
Meeting Date: July 24, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

We solicited bids for tree work in town. We invited five local companies to bid, including Souhegan Valley Tree, Pioneer Tree Service, Gate City Tree, Healy Tree, and Marquis Tree Service. Unfortunately, none of the companies invited submitted a bid. However, we did receive one bid from John Brown & Sons, Inc. John Brown has done extensive work in Amherst working as a subconsultant for Continental Paving on our road projects, and also for Eversource. They have significant resources and we have been very happy with the work they have done in the Town, including tree work on Christian Hill Rd., Amherst Street, and Horace Greeley Rd., over the last few years. They work safely, quickly, and efficiently. Despite not owning a crane themselves, they do own large bucket trucks with working heights of 105 feet high. We believe their bid price of \$1970 per day for scheduled bucket truck work is a very competitive price, and would serve the best interest of the Town of Amherst to award the contract to them. This price is nearly half of what our contract price for FY23 was. Their hourly rate for emergency work represents a slight increase of \$50 per hour compared to our pricing from last year.

BUDGET IMPACT:

(Include general ledger account numbers)

\$15,000 from 01-4312-40-2470; Additional funds from 01-4312-70-2730 Road Maintenance (up to \$25,000)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award contract to John Brown & Sons, Inc.

SUGGESTED MOTION:

I move to award the FY24 town tree maintenance contract to John Brown & Sons, Inc.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. award Forms

2. Brown & Son
3. 17-23 Tree Maintenance

TOWN OF AMHERST

Town Department: DPW

Date: July 18, 2023

Line Item: 01-4312-40-2470 Tree Care

Budget Amount: \$15,000

Bid #: 17-23

Item: Tree Maintenance

Date Bid To Be Awarded: July 24, 2022

	<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
1.	Souhegan Valley Tree	NO BID		
2.	Pioneer Tree Service, LLC	NO BID		
3.	Gate City Tree	NO BID		
4.	Healy Tree	NO BID		
5.	Marquis Tree Service	NO BID		
6	John Brown & Sons, Inc	Bucket Truck, Chipper and Chipper Truck Emergency Work	\$1,970.00 \$650.00 Hourly	

Recommend bid be awarded to: John Brown & Sons, Inc.

Signature of Town Administrator / Date

Please attach to this request a copy of the specifications and proposal from the lowest qualified bidder.

This bid was post on the Town of Amherst website, NHMA, Construction Summary of NH, ME, and VT, and Dodge Data & Analytics.

**ARTICLE III
CONTRACT SUM**

"Scheduled Tree Maintenance" Daily Rates:

Subject to additions and deductions by Change Order, **Bucket Truck** "Daily Rate" for Tree Work is: *Includes chipper truck, chipper and 4 man crew*

One Thousand Nine Hundred Seventy dollars \$ 1970.00
Written

Subject to additions and deductions by Change Order, **Chipper Truck and chipper** "Daily Rate" for Tree Work is:

Included with Bucket Truck Price dollars \$ _____
Written

Subject to additions and deductions by Change Order, **Crane** "Daily Rate" for Tree Work is:

TBD - Based on daily rental rate dollars \$ _____
Written *at time of rental*

"Emergency Tree Work" Hourly Rates:

Subject to additions and deductions by Change Order, **Bucket Truck** "Hourly Rate" for Tree Work is: *time starts when we leave our shop*

Six Hundred Fifty dollars \$ 650.00
Written

Subject to additions and deductions by Change Order, **Crane** "Hourly Rate" for Tree Work is:

TBD - Based on daily rental rate dollars \$ _____
Written *at time of rental*

*** Up most safety will be taken while working around the power lines, as we are Eversource qualified and have done multiple jobs for Eversource.*

**ARTICLE IV
PAYMENT**

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

1. Submittals shall be for completed work only.
3. Work shall be certified, and payment made within 15 working days after inspection of work.
4. Performance-Payment Security shall not be required.

**ARTICLE V
INSURANCE**

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

**ARTICLE VI
OTHER TERMS AND CONDITIONS**

There shall be a project meeting between the Owner and the Contractor prior to start date. This ten-page Agreement entered into as of the day and year first written above (page 2).

OWNER, by its Selectmen

Peter Lyon, Chair

Danielle Pray, Vice Chair

William Stoughton, clerk

Thomas Grella, Member

John D'Angelo, Member

CONTRACTOR

Michael W. Brown John Brown "Sons, Inc.
(Signature of Company Executive)

Michael Brown, President 1413 B Lane
Printed name, title and address Weare, NH
03281

603-529-7974
Telephone Number

603-806-7521
Fax line number

Town of Amherst

Department of Public Works



Invitation to Bid

#DPW17-23

Tree Maintenance

June 27, 2023

By Eric M. Slosek

BID NUMBER DPW ##DPW17-23
Tree Work
INVITATION TO BID

The town of Amherst, Department of Public Works seeks sealed bids from qualified bidders to enter an agreement with a contractor for Tree Work, to include tree pruning, takedowns, general roadside brushing, and emergency tree work in Amherst as soon as possible after award. The agreement will commence upon award, and continue through June 30, 2024. There will be aerial work assigned which may require working near and around power lines and other utilities, however this contract is not intended to maintain utility lines.

The scope of this agreement will include two types of work:

- 1) "Scheduled Tree Maintenance" (including take-downs) to maintain vegetation on the roadsides and canopy to an appropriate distance from and above the road within the Right-Of-Way for proper road maintenance.
- 2) "Emergency Tree Work" to remove hazardous trees quickly, safely, and efficiently in a time and manner mutually agreed upon by the town and the contractor. "Emergency Tree Work" relates to unanticipated tree hazards due to natural or unnatural causes that must be taken down quickly in the name of public safety. "Emergency Tree" shall be defined as a tree which must be taken down within 5 days or less after notice of the hazard by the Town. If Emergency work cannot be scheduled in a time and manner mutually agreed upon by the Town and contractor, the Town reserves the right to solicit the Emergency Tree work from another contractor.

The bid submitted for Tree Work shall reflect "day rates" and "hourly rates" to complete tree work on various roads in town as assigned by the Director of Public Works or his designee.

For "Scheduled Tree Maintenance" the town anticipates but does not guarantee a contract value to the contractor of \$20,000 each year and maybe more. Proposals for "Scheduled Tree Maintenance Day Rates" shall be calculated to include furnishing the following equipment and manpower:

- 1) Bucket Truck "Day rate" (based on 8-hour workday) for a 3-4 person crew (with crew leader), bucket truck (60' minimum working height), chipper truck and chipper.

- 2) Chipper Truck "Day rate" (based on 8-hour workday) for a 3-4 person crew (with crew leader), chipper truck, and chipper.
- 3) Crane "Day Rate" (based on 8-hour workday) for a crane with crane operator, 3-4 person crew (with crew leader), bucket truck (60' minimum working height), chipper truck, and chipper.

For "Emergency Tree Work" the town anticipates a contract value to the contractor of \$10,000 each year and maybe more. The submitted bid for "Emergency Tree Work Hourly Rates" (with a 4-hour minimum) shall be calculated to include furnishing the following equipment and manpower:

- 1) Bucket Truck "Hourly Rate" (with a 4-hour minimum) for a 3-4 person crew (with crew leader), bucket truck (60' minimum working height), chipper truck, and chipper.
- 2) Crane "Hourly Rate" (with a 4-hour minimum) for a crane with crane operator, 3-4 person crew (with crew leader), bucket truck (60' minimum working height), chipper truck, and chipper.

You may obtain Bidding documents on our website

<https://www.amherstnh.gov/public-works/news/bid-opportunities>

Bids will be received at Town Hall, Town Administrators office, 2 Main St. Amherst, NH until **11:00AM on Tuesday, July 18.** Shortly thereafter, bids will be publicly opened and read aloud in any available office or conference room at 2 Main St. Bids will be taken under advisement and award will be by the Board of Selectmen at a regular board meeting.

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

AGREEMENT

This AGREEMENT is made July _____, 2023, BETWEEN the Owner: Town of Amherst
and the Contractor: _____ for the
following Project: **Tree Work** on various town roads.

The Owner and Contractor agree as follows:

**ARTICLE I
THE CONTRACT DOCUMENTS**

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

- 1) Invitation to Bid.
- 2) General Provisions, Attachment A, dated June 27, 2023.
- 3) Specifications, Attachment B, dated June 27 2023.
- 4) Contractor's Proposal.
- 5) Any issued addenda.
- 6) Performance-Payment Security.
- 7) This agreement signed by the Owner and the Contractor.
- 8) Written change orders or orders for minor changes in the Work issued after execution of this Agreement.

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

The date of commencement shall be the date of this Agreement. The Contractor shall schedule the work as soon as approved subject to adjustment by Change Order.

**ARTICLE III
CONTRACT SUM**

"Scheduled Tree Maintenance" Daily Rates:

Subject to additions and deductions by Change Order, **Bucket Truck** "Daily Rate" for Tree Work is:

_____dollars \$ _____
Written

Subject to additions and deductions by Change Order, **Chipper Truck and chipper** "Daily Rate" for Tree Work is:

_____dollars \$ _____
Written

Subject to additions and deductions by Change Order, **Crane** "Daily Rate" for Tree Work is:

_____dollars \$ _____
Written

"Emergency Tree Work" Hourly Rates:

Subject to additions and deductions by Change Order, **Bucket Truck** "Hourly Rate" for Tree Work is:

_____dollars \$ _____
Written

Subject to additions and deductions by Change Order, **Crane** "Hourly Rate" for Tree Work is:

_____dollars \$ _____
Written

**ARTICLE IV
PAYMENT**

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

1. Submittals shall be for completed work only.
3. Work shall be certified, and payment made within 15 working days after inspection of work.
4. Performance-Payment Security shall not be required.

**ARTICLE V
INSURANCE**

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

**ARTICLE VI
OTHER TERMS AND CONDITIONS**

There shall be a project meeting between the Owner and the Contractor prior to start date. This ten-page Agreement entered into as of the day and year first written above (page 2).

OWNER, by its Selectmen

Peter Lyon, Chair

Danielle Pray, Vice Chair

William Stoughton, clerk

Thomas Grella, Member

John D'Angelo, Member

CONTRACTOR

(Signature of Company Executive)

Printed name, title and address

Telephone Number

Fax line number

General Provisions

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Amherst Bid # #DPW17-23 Tree Work" and **will be received at the Town Hall, 2 Main St., Amherst, NH until 11:00AM, Tuesday July 18, 2023.**
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Town Hall, 2 Main St., Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Board of Selectmen will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Board of Selectmen may determine and to waive defects in form of minor irregularities where the best interest of the Town would be served.
4. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town with the necessary tax-exempt forms in triplicate upon submission of the invoice.
5. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
6. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
7. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any and all addenda.
8. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from or based on any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
9. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the

Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

10. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
11. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any and all demands, suits or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
12. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
13. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Selectmen's Office in single copy.

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

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

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

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

- C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insureds on all policies required, except Worker's Compensation.
- D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Board of Selectmen.

- 14. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
- 15. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
- 16. Work on this project shall commence as soon as the Town has projects prepared and after signing of the contract and shall be completed in its entirety prior to June 30, 2024. The Town of Amherst will make every effort to have scheduled tree maintenance ready for August 15, 2023.
- 17. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
- 18. The Contract Documents shall include the "Invitation to Bid", "General Provisions", "Specifications", "Proposal", any issued addenda, and the final executed "Contract Agreement".

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

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

- 19. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the specifications and the Contract forms of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's agent shall inspect the work and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within fifteen (15) working days of the approved amount of the invoice. Payments will be made on a bi-weekly basis and in accordance with the Town of Amherst's accounts payable schedule.

- 20. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
 - B. A change order is a written order to the Contractor signed by the Board of Selectmen and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
 - C. The terms of any change order shall be mutually agreed to by the Contractor and the Board of Selectmen.
21. The entire work contemplated by the Contract shall be under the supervision of the Board of Selectmen, or their agents so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
22. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Public Works Director for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Board of Selectmen finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Board of Selectmen may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.
23. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.
24. In determining the successful bidder, in addition to price, the following shall be considered:
- a. The ability and skill of the bidder to perform the contract;
 - b. Whether the bidder can perform the contract promptly without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
 - d. The quality of performance of previous contracts for services.

Requirements

Scenic Roads – Work may be done on Scenic Roads and therefore fall under the effect of RSA 231:158. This contract will not allow the removal of any additional trees with a woody plant circumference of fifteen or more inches at height of four feet from the ground from scenic roads, unless approved by the Amherst Planning Board and the Owner.

General Roadside "Brushing" – When performing general roadside brushing/trimming, only brush measuring less than fifteen (15) inches in circumference at a height of four feet above the ground may be cut; trees measuring fifteen (15) inches or more in circumference at four feet above the ground should not be cut unless approved by the Owner or if it is flagged to be cut (RSA 231:150). The tree canopy above the road shall be lifted to a height of sixteen feet above the road.

Stone Walls – Private property – It will be the responsibility of the contractor to return any damaged stonewalls or private property to its original state.

Abutters – **By RSA, property owners have the first right of refusal for wood.** It is customary that residents are only interested in hardwood. The town will be responsible for contacting every abutter, establishing a list of interested homeowners, and act as a liaison between contractor and property owner.

Work

Work Day – Is designated between the hours of 7AM and 5PM.

Disposal of wood waste and debris removal – It is the responsibility of the contractor for complete wood waste processing and disposal of chips.

Wetland – Some sensitive areas are adjacent to the work zone and care should be taken.

Drug and alcohol – Where required by law, all contractors, subcontractors and independents must be able to supply documentation of participation in a drug and alcohol program.

Coordination of Traffic Control, Nothing contained herein shall be construed as relieving the Contractor of any of his/her responsibilities for the protection of persons and property under the terms of the contract.

All warning signage, barricades, lights, temporary signals, and other protective devices shall meet the approval of the Amherst Director of Public Works or his designee and conform to the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, Traffic Controls for Street and Highway Construction and Maintenance Operations.

Traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as shearing or trailer chipping the appropriate traffic control devices shall be periodically repositioned in the advanced warning area.

Contractor is responsible for provisions for pedestrian access through the work zone.

During non-work hours, the contractor shall return the construction zone to a traveled way (subject to the approval of the Director of Public Works / Chief of Police, or their designee) and/or properly delineated using best management practices.

Qualified flag persons or when deemed necessary, uniformed traffic control officer(s) shall be utilized to provide work zones safety as specified by the Director and/or the Chief of Police to facilitate vehicle and pedestrian access and safety conditions. These services will be required where normal two-way traffic is reduced or eliminated by equipment working in the construction zone, equipment entering, leaving, or crossing roads.

The intent is to insure and maintain public safety, the need for Uniformed Traffic Control Officers shall be determined as part of the Construction Plan meeting. Police are not to serve as security guards to protect the Contractor's equipment or materials.

Driveway access will be provided within the work zone whenever street occupancy or construction activities persist for more than one working day.

For the protection of traffic, all equipment and vehicles shall be equipped with and using amber flashing or amber rotating lights visible 360 degrees if in any part of the travel lane.

Before any suspension of work including end of day work, the Contractor shall make passable and shall open to traffic such portions of the project and temporary roadways or portions thereof for the safe passage of emergency equipment to all properties.

For the purposes of definition, the limits of a construction zone will be the beginning and end of the designated project. Safety equipment shall be worn within the work/construction.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: DPW New Hire - Road Foreman
Meeting Date: July 24, 2023

Department: Public Works
Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The Road Foreman position at DPW is a critical role in our department. This position has been vacant since May. After updating the job description, we advertised the position. We received applications from five applicants who had experience and education relevant to the position. After an interview process spanning several weeks, we were able to make a selection for recommendation. Bruce Bowler, one of our five interviewees, demonstrated the ability to do the job in his interview. We strongly believe Bruce will be a good fit within our team, be able to carry forward our message of team work to his subordinates, and bring valuable experience and insight to our department. It is with great pleasure that we recommend to the Board of Selectmen to hire Bruce Bowler, of 11 Washer Cove RD., Amherst, to the position of Road Foreman at the Department of Public Works.

BUDGET IMPACT:

(Include general ledger account numbers)

Fully Funded for FY24. \$68,099.20 from Highway Full-time wages (4312-10-1110).

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to hire Bruce Bowler.

SUGGESTED MOTION:

I move to hire Bruce Bowler for the position of Road Foreman at the DPW, for a starting wage equivalent to Grade 14, Step 6, or \$32.74 per hour.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Conditional offer - PAR
2. Resume Bowler
3. Rec#1
4. Rec #3
5. Rec #2
6. Road Foreman 2023

Town of Amherst, NH
Department of Public Works
Job Description

POSITION: ROAD FOREMAN
SALARY: GRADE 14

The Department of Public Works is responsible for maintaining and operating public roads, commons, transfer station, cemeteries, buildings, and the community septic system.

JOB SUMMARY

Responsible for the management of the day-to-day operations in the Highway Department to include but not be limited to roadway maintenance, fleet maintenance, emergency response to weather events and other natural or man-made disasters, management of Highway department personnel, and stand-in responsibility for Buildings & Grounds and Transfer Station personnel and operations during absences or times of need. Must be available year-round for emergency call-ins. Performs all other related work as required.

SUPERVISION RECEIVED

Works under the direction of the Assistant Public Works Director (who assigns area of responsibility, gives daily assignments, outlines policy, reviews work in progress and / or completion, and provides instruction as necessary). Duties are performed in accordance with established and specified procedures.

SUPERVISION EXERCISED

Independently assigns and oversees work given to Department of Public Works Highway Division personnel; directs the activities of the highway crew for the duties assigned and ensures work is completed in a manner acceptable to proven standards. Is responsible for oversight of personnel in the Buildings & Grounds and Transfer Station divisions of Public Works in the absence of the Buildings & Grounds Foreman.

EXAMPLES OF ESSENTIAL DUTIES

(The essential functions, or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Directs and supervises functions of roadway and fleet maintenance activities including but not limited to pavement repair, drainage repair, gravel road maintenance and repair, stormwater maintenance (catch basin cleaning / street sweeping), street sign maintenance, sidewalk repair, landscaping projects, winter maintenance, weather-related & other emergency response, and year-round vehicle/equipment repair/maintenance for all Highway Department equipment.
- Oversees the use and operation of various types of light and heavy equipment used in Highway Department activities including heavy dump truck with trailer, backhoe, front-end loader, grader, excavator, roller, tractor, trackless, chipper, aerial lifts, etc.; conducts personnel training either directly or through others for use of the same.
- Manages complete documentation of labor, equipment, materials, and other related costs for all work completed to include all routine and emergency operations using provided tools to include electronic devices and related software.
- Conducts annual evaluations for subordinate personnel; takes corrective actions when necessary, including informal & formal coaching, and disciplinary measures, to ensure subordinate personnel are operating efficiently and within departmental guidelines and procedures.
- Oversees and implements routine safety training program for all Highway Department personnel; makes recommendations to Assistant Director for safety-related needs and improvements.
- Responsible for routine purchasing to support daily Highway Department operations; operates within the limitations of the Public Works budget.
- Maintains a professional demeanor and treats others including supervisors, subordinates, peers, and the public with respect always; **promotes and maintains a TEAM-oriented work environment.**

- Responsible for all other duties as assigned by the Director or Assistant Director of Public Works.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED

- Ability to thrive in, and positively contribute to, a **TEAM-oriented** work environment.
- Ability to communicate effectively both verbally and in writing; ability to read and interpret complex instructions and plans.
- Knowledge of best management practices for road reconstruction, maintenance, and repair.
- Knowledge of best management practices for winter road maintenance with respect to plowing, snow removal, pre-treatment methods and deicing practices; ability to effectively and efficiently plan and schedule staff and operations during snow-related events; knowledge of calibration procedures for winter chemical application equipment.
- Ability to work with subordinates in a fair, equitable, and professional manner.
- Knowledge of current supervisory best management practices including personnel and workplace safety.
- Ability to effectively communicate with the public, coworkers, contractors, and other government officials as required to resolve issues and concerns that may arise.
- Ability to prioritize projects assigned by the Public Works Director and/or Assistant Director and see them through to successful completion in a timely manner.
- Encourage staff to further their skills and knowledge through training and/or instruction in highway maintenance and road construction, safety practices, equipment operation and other areas that would be beneficial in performing their duties.
- A working knowledge of Microsoft Office; ability to communicate using email; ability to write letters and produce reports using the same; ability and desire to use and/or learn how to use various computer programs related to the functions of Public Works.

MINIMUM QUALIFICATIONS REQUIRED

High school diploma or above preferred; ideal candidate will have 8 years’ experience, three (3) of which were in a supervisory capacity, or any equivalent combination of education and experience; considerable experience in the field of road construction and maintenance; possession of a valid commercial driver’s license, Class B, or obtain within one (1) year, and have no offenses which would prohibit or restrict any insurance carrier providing coverage to the Town of Amherst.

PHYSICAL EXERTION AND ENVIRONMENTAL CONDITIONS

Must be able and willing to perform strenuous physical work under all climatic conditions such as extreme heat and cold, high winds, rain, and snow. Duties may require, heavy lifting, twisting, bending, squatting, kneeling, and may require crawling and climbing; working from heights through use of ladders, lifts, and staging; working in cramped positions, with exposure to noise and other hazards from operating engines and equipment; work in trenches and excavations in wet and muddy conditions; working with power tools and other dangerous equipment requiring the operator’s focus and attention; possible exposure to hazardous chemicals, gases, and conditions. Extended hours may be required during inclement weather events or other town related emergencies.

The above descriptions are illustrative. They are intended as guides for personnel actions and are not complete itemizations of all facets of any job.

Employee Signature _____ Date _____

Adopted by BOS on _____.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Toyne Fire Engine Update
Meeting Date: July 24, 2023

Department: Fire Rescue
Staff Contact: Matt Conley

BACKGROUND INFORMATION:

Availability issue with the L9 Engine for the Tyne Pumper that is on order (see attached documents from Rev Group & Eastern Fire Apparatus).

BUDGET IMPACT:

(Include general ledger account numbers)

The impact will be felt in the Capital Reserve Fund.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

To accept the change to move to the X12 engine.

SUGGESTED MOTION:

I move to have the BOS authorize Chief Matthew Conley to accept the change and go to the X12 engine for the Toyne Pumper that is currently on order.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. REV Group L9 Engine Availability



DATE June 27, 2023
FROM Chris McClung, VP, Global Sales & Marketing
TO REV Fire Group Dealers

Cummins L9 Engine Availability

Due to a recent increase in demand for Cummins L9 engines, Cummins has over sold their build slots and has placed all fire truck manufacturers on an allocation for L9 engines, effective immediately. This is an industry wide issue and REV Fire Group is working diligently to mitigate the impacts and de-risk our backlog.

To maintain our build rates and continue to deliver products to our customers, **REV Fire Group will identify trucks on order with an L9 starting at week 12 and request these units be converted to an X12 engine.** It is critical that actions are taken immediately so we can maintain build slots and mitigate the impacts.

NEXT STEPS

1. Dealer Principals will receive a list of impacted trucks currently on order that will include an estimated cost to change from an L9 to an X12 (including additional impacts such as axles, etc.)
2. Communicate to the customers the situation and potential impacts to their order and request they change to an X12. The Director of Sales and Regional Sales Managers are available to support with these conversations where needed.
 - a. **IMPACTS OF NOT MAKING THE CHANGE**
 - i. We cannot guarantee the production slot or delivery time frame of any L9 unit. Our production schedule will be shifting to favor the X12 specified units starting immediately.
 - ii. Risk of not getting an L9 engine at all and being forced to move to the X10 engine and incur additional costs.
3. If you are currently working on quotes that include an L9, we ask you make the switch to the X12 now.
4. Effective June 1, 2023, the L9 option has been suspended in the quoting tool until all impacts of this allocation can be completely understood.
5. Please contact your Director of Sales or Regional Sales Managers with confirmation of each conversion. Once notified, a Change Order will be sent for immediate signature.

We appreciate your quick and diligent response to this situation. Please contact us immediately if you have questions or concerns.



Eastern Fire Apparatus, LLC
P.O. Box 769
Milton, NH 03851

July 10th 2023

*Amherst Fire Department
177 Amherst Street
Amherst, NH 03031*

Hello Chief Conley,

It has come to our attention from REV Group who is the parent company of Spartan Chassis has identified an issue due to an engine shortage of Cummins L9 engines. Amherst's chassis is in the build schedule for 14 weeks from today and due to the shortage may not have an engine available for your chassis on the new pumper. With that being said they are recommending customers upgrade to the Cummins X12 to ensure that the chassis stays in the current build schedule and is not delayed.

The total cost to upgrade from the Cummins L9-450HP to the Cummins X12-500HP is \$55,594. Which includes a needed transmission upgrade from the Allison 3000EVS to the Allison 4000EVS because of the horsepower and torque increase. See the following page for the official letter from REV group explaining the issue. It may also be noteworthy that this is an industry wide issue and not just isolated to the REV group. Please feel free to reach out and discuss this issue if you have any further questions.

Respectfully,

A handwritten signature in black ink that reads "Gerald McKay Jr." with a stylized flourish at the end.

*Gerald McKay Jr
President
Eastern Fire Apparatus, LLC*



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Request for use of the Town
Common, Goldens on the Green

Department: Administration

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

This is an annual event created and run by resident Bill Swift. A certificate of insurance will be provided prior to the event naming the Town of Amherst as an additional insured.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the request for the use of the Town Common on Sunday October 15th 2023 from 8am - 5pm for the Annual Goldens on the Green.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Goldens on the Green TC Request - signed
2. Goldens on the Green - One Page

TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST

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

Organization Name: GOLDENS ON THE GREEN Contact Name: William (Bill) Swift
Contact Phone Number: 603-759-9686 Contact e-mail: william_swift@comcast.net
Date of Event: October 15, 2023 Hours (from/ to): 8 am set-up to 5 pm teardown Number of est. participants: 250
Will you need Electricity? Yes If so, for what? parade music and PA system
Wish to bring anything onto the Commons ? IF so, what? Yes. Welcome table, event banner, kissing booth, kiddee pool
Wish to drive anything onto the Commons? NO
Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? Yes
Request road closures? (Please identify intersections) No
Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) No

Brief Description of event.:
This will be the 5th annual "Goldens on the Green" event on the Amherst Town Green. The event is a gathering of Golden Retriever owners, family members and their Golden Retrievers. The event has been very well received by those attending and by the local media (Union Leader, Telegraph and WMUR). The highlight is the Parade of Goldens on the Amherst Town Green paved pathways. Before the parade, family-friendly activities are enjoyed, such as the Doggie Kissing Booth, Simon Says for Dogs, Big Bubbles for Kids, Pool Diving and an Awards Ceremony. Last year, Operation Delta Dog was the recipient of any donations and the same is planned for this year. Doors open at 12:30 pm, the activities start at 1:00 pm and end at 3:00 pm.

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

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

Applicant Signature: William R Swift Date: 7/7/2023

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

Chief of Police Approval: Signature Mark O. Reams Date: Jul 10, 2023
Mark O. Reams (Jul 10, 2023 12:08 EDT)

Fire/ Rescue Chief Approval: Signature Matthew Conley Date: Jul 10, 2023
Matthew Conley (Jul 10, 2023 14:06 EDT)

Public Works Director Approval: Signature Eric Slosek Date: Jul 10, 2023

BOS Approval: Chair's Signature _____ Date: _____












Goldens on the Green, TC Request

Final Audit Report

2023-07-10

Created:	2023-07-10
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1QyfhfvBHI9ex0GbJ9ebzZfVWSFLuSy

"Goldens on the Green, TC Request" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2023-07-10 - 1:35:37 PM GMT
-  Document emailed to mreams@amherstnh.gov for signature
2023-07-10 - 1:37:08 PM GMT
-  Email viewed by mreams@amherstnh.gov
2023-07-10 - 4:08:25 PM GMT
-  Signer mreams@amherstnh.gov entered name at signing as Mark O. Reams
2023-07-10 - 4:08:47 PM GMT
-  Document e-signed by Mark O. Reams (mreams@amherstnh.gov)
Signature Date: 2023-07-10 - 4:08:49 PM GMT - Time Source: server
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2023-07-10 - 4:08:50 PM GMT
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)
2023-07-10 - 6:05:46 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)
Signature Date: 2023-07-10 - 6:06:50 PM GMT - Time Source: server
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2023-07-10 - 6:06:52 PM GMT
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2023-07-10 - 8:58:01 PM GMT
-  Document e-signed by Eric Slosek (eslosek@amherstnh.gov)
Signature Date: 2023-07-10 - 8:58:31 PM GMT - Time Source: server

✔ Agreement completed.

2023-07-10 - 8:58:31 PM GMT

"GOLDENS ON THE GREEN"

Sunday, October 15th, 1-3 PM

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

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

Participation: Estimate 100 Golden Retrievers and 250 family members/friends

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

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

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

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

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

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

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

This will be the 5th annual "Goldens on the Green" event



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Department: Assessing

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Solar Exemption

Item A. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$10,000 for Map 004, Lot 052-003 commencing in tax year 2024.

Item A-1. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$15,000 for Map 002, Lot 164-026 commencing in tax year 2024.

Item A-2. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the

amount of \$30,000 for Map 008, Lot 045-000 commencing in tax year 2024.

Item A-3. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$17,500 for Map 010, Lot 059-000 commencing in tax year 2024.

Item A-4. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$15,000 for Map 002, Lot 005-001 commencing in tax year 2024.

Item A-5. The Assessor has reviewed the attached Solar Exemption Application provided and the applicant qualifies for the Tax Exemption under RSA 72:62 for the 2024 tax year.

Suggested Motion:

Our Assessor has reviewed the application for the solar exemption under RSA 72:62 and recommends approval. Therefore, I move to approve the solar exemption in the amount of \$12,500 for Map 010, Lot 067-039 commencing in tax year 2024.

Land Use Change Tax

Item B. The attached is form A-5 Land Use Change Tax release. This is a Land Use Tax Release for Map 004, Lot 122-001 no longer qualifies for Current Use due to lack of the 10 acre minimum to qualify for current use assessment. Please be advised RSA 79-a:7 allows the municipalities to use the equalized assessed value as a basis for the land use change tax. In this case the assessed value is $\$142,800 / .8 = \$178,500$ (rounded).

Suggested Motion: Therefore, I move to accept the recommendation of the assessor and release the acreage of Map 4, Lot 122-001 from current use and issue the land use change tax in the amount of \$17,850.00.

PA-16 Reimbursement to Towns and Cities State Forest Land

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

Suggested Motion:

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

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Confidential
2. Item A-1 Confidential
3. Item A-2 Confidential
4. Item A-3 Confidential
5. Item A-4 Confidential
6. Item A-5 Confidential
7. Item B Confidential
8. Item C Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Minutes

Meeting Date: July 24, 2023

Department: Administration

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the Board of Selectmen meeting minutes of July 10, 2023.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2023.07.10 BOS DRAFT with Resolution of Governing Board Amherst Bonds



Town of Amherst, NH
BOARD OF SELECTMEN MEETING MINUTES
Barbara Landry Meeting Room
2 Main Street
Monday, July 10, 2023, 5:30PM

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,
2 Selectman Pray, and Selectman Grella [6:08pm]

3
4 **1. Call to Order**

5 Chairman Peter Lyon called the meeting to order at 5:30 p.m.

6
7 **2. Non-Public Session**

8 **2.1 RSA 91-A:3, II(b) The hiring of any person as a public employee.**

9
10 **2.2. RSA 91-A:3, II(c) Matters which, if discussed in public, would likely affect**
11 **adversely the reputation of any person, other than a member of this**
12 **board, unless such person requests an open meeting. This exemption shall**
13 **extend to include any application for assistance or tax abatement or**
14 **waiver of a fee, line, or other levy, if based on inability to pay or poverty of**
15 **the applicant.**

16
17 **2.3 RSA 91-A:3, II(e) Consideration or negotiation of pending claims or**
18 **litigation which has been threatened in writing or filed by or against this**
19 **board or any subdivision thereof, or by or against any member thereof**
20 **because of his or her membership therein, until the claim or litigation has**
21 **been fully adjudicated or otherwise settled.**

22
23 *A MOTION was made by Selectman Pray and SECONDED by Selectman D'Angelo to enter*
24 *into Non-Public Session at 5:30pm., per RSA 91-A:3 II(b) (c) and (e).*

25 *Roll Call Voting: Selectman D'Angelo – aye; Selectman Pray – aye; Selectman Stoughton –*
26 *aye; and Chairman Lyon – aye; 4-0-0; motion carried unanimously.*

27
28 Also present: Mark Reams, Police Chief [departed 5:50pm]

29
30 The Board discussed filling the vacancy that will be created by the retirement of Chief Reams.
31 The Board also discussed a claim threatened against the town. No votes were taken, and no
32 final decisions were made.

33
34 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to exit*
35 *Non-Public Session at 6:20pm.*

36 *Roll Call Voting: Selectman Grella – aye; Selectman D'Angelo – aye; Selectman Pray – aye;*
37 *Selectman Stoughton – aye; and Chairman Lyon – aye; 5-0-0; motion carried unanimously.*

39 The Board reconvened public session at 6:25pm.

40

41 **3. Pledge of Allegiance** – led by Tony Ortiz.

42

43 **4. Citizen’s Forum**

44

45 Doug Chabinsky, 89 Boston Post Road, asked if the Board will address a vote on the proposed
46 speed limit reduction along Boston Post Road, between Sunset Road and New Boston Road,
47 this evening. Chairman Lyon noted that this was accidentally left off the agenda but will be
48 addressed during the Administration portion of the meeting.

49

50 **5. Public Hearing – Impact Fees**

51 **5.1 Revision of Impact Fee Schedule**

52

53 Chairman Lyon explained that the goal of updating the fee schedule is to improve on the
54 equitability and proportionality of assessments, while also enabling the fee system to keep
55 pace with municipal infrastructure costs. The Board will hear any public comment and then
56 vote on the proposed schedule at its next meeting.

57

58 *A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Pray to enter*
59 *into a Public Hearing at 6:34pm.*

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

61

62 There was no public comment at this time.

63

64 *A MOTION was made by Selectman Pray and SECONDED by Selectman D’Angelo to exit the*
65 *Public Hearing at 6:34pm.*

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

67

68 **6. Scheduled Appointments**

69 **6.1. Tim Greene, Roberts and Greene, presentation of FY22 Audit**

70

71 Tim Greene, of the Town’s auditor Roberts and Greene, presented the FY22 audit to the
72 Board. He explained that the auditor presented the Town with a clean opinion for this audit.
73 He noted a couple of recommendations, including reducing the number of existing escrow
74 accounts and the amount of time taken for cash reconciliations.

75

76 Debbie Bender, Finance Director, explained that there was a backlog of reconciliations that
77 needed to be handled, along with staff training that took place. Staff worked to consolidate the
78 existing escrow accounts into categories and reconcile these as well.

79

80 Selectman Stoughton expressed concern that approximately \$2.4M is at custodial credit risk,
81 uninsured and uncollateralized. Tim Greene stated that this could be due to trust funds that the
82 Town has invested in. Selectman Stoughton stated that he would like this item to be further
83 considered.

84

85 In response to a question from Selectman D'Angelo regarding the current audit, Tim Greene
86 stated that the intention is to hold a preliminary visit in two weeks to begin the audit, with a
87 goal of it being complete by the end of the year.
88

89 Selectman Pray asked if Roberts and Greene has a draft escrow policy it would recommend
90 for the Town. Tim Greene stated that NHMA may have example policies. He would
91 recommend that fewer accounts are better, overall.
92

93 Chairman Lyon thanked Tim Greene for Roberts and Greene's work on the audit.
94

95 **6.2. Jared Hardner, ACC, Herbicides Policy Revision**

96
97 Jared Hardner, Chair of the Amherst Conservation Commission, presented to the Board on a
98 revision to the Herbicides Policy. He explained that a working group met through the winter
99 to discuss and research this topic, after a citizen petition was submitted to the ACC regarding
100 concerns with herbicide use in Town. Jared Hardner explained that there was a misconception
101 that herbicides were being used widespread throughout Town. The working group created a
102 set of recommendations including better advisory periods to the public during herbicide usage,
103 and finding a way to place buffer areas around the borders of treated areas to abutters that may
104 have concerns. He discussed these recommendations with the State regulator for this item, the
105 Division of Pesticides of the Department of Agriculture. The regulator emphasized that this
106 policy is a good effort, very worthwhile, and that the Town is at the front edge of dealing with
107 this issue in New Hampshire. The regulator also noted that the Town does not have the legal
108 authority to create a policy that goes beyond the State regulations. This would trigger review
109 by the State Attorney General. The advice was not to create specific rules, but to follow a
110 process of notification and engagement with individuals that are concerned and then work to
111 accommodate those concerns. The ACC will post information on its website, along with a
112 map of known areas where invasive species are planned to be treated. There will be
113 notification posted no less than seven days prior to the treatment, and no less than five days
114 after applications. This will include information about the products and contact information
115 for the ACC. The ACC will work with those concerned to create accommodations. The ACC
116 will revisit this policy periodically.
117

118 Eric Slosek, DPW Director, stated that he believes this process was a positive one. The DPW
119 has reviewed the ACC's policy and would like to adopt it for the Department. DPW's primary
120 concern regarding invasives is along roadsides. This policy helps with transparency of this
121 process.
122

123 In response to a question from Selectman Grella, Jared Hardner noted that the ACC uses only
124 licensed applicators for herbicide treatments, who use best management practices. Eric Slosek
125 noted that Perry Day is the licensed applicator for the DPW and regularly undergoes training
126 to remain licensed.
127

128 Selectman D'Angelo suggested that the DPW link to the ACC's policy, along with a
129 paragraph explaining any differences in procedure, instead of cloning the policy for the
130 Department. Eric Slosek agreed.
131

132 Selectman Pray asked about treatment near wetlands. Jared Hardner explained that invasives
133 do occur in wetland areas. There are specifically formulated products approved for these
134 areas. These are products that could be considered for usage in the future.

135
136 Selectman Pray suggested that treatment periods could also be placed in the Town newsletter,
137 in order to better educate the public.

138
139 The Board thanked Jared Hardner and the working group for their efforts on this citizen-
140 centric proposal.

141

142 **7. Administration**

143 **7.1 Draft of 2024 Holidays**

144 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to*
145 *approve the 2024 holiday schedule, as presented.*

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

147

148 **7.2. Draft 2024 BOS Meeting Calendar**

149

150 The Board discussed the 2024 meeting calendar. Due to revisions made, the Board will
151 discuss the amended calendar at a future meeting.

152

153 Chairman Lyon explained that the agenda should have included a vote on the previously
154 discussed proposed speed ordinance on Boston Post Road between New Boston Road and
155 Sunset Road, lowering the speed limit from 30mph to 25mph. The Board agreed to vote on
156 this item at this time. Chairman Lyon noted that this would replace an existing ordinance of
157 25mph between Amherst Street and Sunset Road, with the new ordinance from Amherst
158 Street to New Boston Road.

159

160 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
161 *approve the proposed speed ordinance, as discussed.*

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

163

164 Chairman Lyon stated that Police Chief Mark Reams has indicated his intention to retire at the
165 end of August.

166

167 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to accept*
168 *Chief Reams' resignation, with regret.*

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

170

171 Selectman Grella explained that the Village Streets Study Committee will meet on July 24,
172 2023, at 5:30pm.

173

174 Selectman Stoughton noted that the Board previously held a public hearing regarding
175 rescinding the ordinance regulating the placement of temporary signs on Town land. He
176 suggested moving that vote at this time.

177

178 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to rescind*
179 *the ordinance regulating the placement of temporary signs on Town land.*
180 *Voting: 5-0-0; motion carried unanimously.*

181
182 Debbie Bender reviewed a timeline of work for Sanborn Head to complete additional PFAS
183 work in Town.

184
185 Debbie Bender explained that, as Town Administrator Shankle will not be here to sign the
186 Curran land sale documents at the next Board of Selectmen meeting, the Board needs to
187 designate Chairman Lyon or Selectman Pray to sign those documents.

188
189 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella: That*
190 *Peter Lyon, Chairman of the Board of Selectmen, or Danielle Pray, Vice-Chair of the Board*
191 *of Selectmen, for the Town of Amherst, each acting individually and independently, is hereby*
192 *appointed as agent of the Board for the purpose of taking all actions appropriate, convenient*
193 *or necessary for closing and purchase of Tax Map 6, Lot 9, Baboosic Lake Road, in the Town*
194 *of Amherst, in the County of Hillsborough, and State of New Hampshire, for the purchase*
195 *price of Two Million Dollars (\$2,000,000.00), by virtue of warranty deed from Kevin G.*
196 *Curran and Claudine B. Curran to The Town of Amherst, to be managed by and through the*
197 *Amherst Conservation Commission, including the power to accept the deeds of conveyance on*
198 *behalf of the Board and the Town of Amherst, and to execute, deliver, and accept, agreements,*
199 *deeds, certifications, affidavits, or such other forms, disclosures, or documents s/he deems*
200 *appropriate, convenient or necessary to accomplish any of the foregoing, and to expend, pay*
201 *and deliver funds, sales proceeds, or other credits in furtherance of the foregoing.*
202 *Voting: 5-0-0; motion carried unanimously.*

203
204 **8. Staff Reports**

205 **8.1 Loan approval for Curran Land Purchase**

206 Chairman Lyon explained that the Board has a document package to sign regarding the
207 Curran option 1 purchase.

208
209 Selectman Stoughton suggested that the resolution of the governing board, which is
210 reproduced on pages 115, and 116 of the public agenda package, be appended to the minutes
211 of tonight's meeting in order to document the resolutions that the Board will adopt. Chairman
212 Lyon agreed.

213
214 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
215 *accept all resolutions as listed on the resolution of the governing board document to approve*
216 *the issuance of the general obligation note for the purchase of Lot 6-9 for conservation*
217 *purposes.*
218 *Voting: 5-0-0; motion carried unanimously.*

219
220 **8.2. Magnesium Contract/ Replacement of Magnesium Tanks**

221
222 DPW Director Slosek stated that, in an effort to improve winter road safety, while minimizing
223 treatment costs, the DPW Department revisited the practice of using calcium chloride as an

224 additional treatment to enhance the effectiveness of salt in preventing the formation of ice on
225 the roadways. During research, a comparison was made between calcium chloride and
226 magnesium chloride, and the benefits of one product over the other. After meeting with
227 manufacturer representatives, the decision was made to switch from calcium to magnesium
228 chloride as the chemical of choice. Although calcium works faster, magnesium retains its
229 effectiveness for a longer period and works at lower temperatures. There are also some anti-
230 corrosive properties of magnesium that may aid in retarding the rusting of equipment.

231
232 In addition to the product, the current storage tanks, estimated to be approximately 15 years
233 old, are in need of replacement. The typical lifespan of plastic tanks is 10-12 years. The cost
234 for new tanks ranges between \$8,500-\$12,000 for a 6,100-gallon tank. A price was requested
235 from All State Materials, but a quote was never received. Innovative Surface Solutions, which
236 currently has the sole State contract for the supply of magnesium chloride, provided a cost of
237 \$11,703 per tank, or a total of \$23,406 for two tanks. Additionally, there are costs of \$4,511
238 for the pump/house, hosing connectors, and shipping, for a total cost of \$27,916. Also
239 included in the quote from Innovative was a cost for a new spray distribution system to apply
240 on the roads as a pretreatment measure, and also for dust control on gravel roads. The cost of
241 the spray system was \$7,455, bringing the total cost of all equipment to \$35,371. The Town's
242 existing spray system is in need of replacement. The tanks and equipment were offered as an
243 outright purchase or through a lease-to-own option. If purchased outright, the Town would
244 own all the equipment and, as such, would assume the responsibility of repair and
245 maintenance. With the lease to own option, Innovative assumes all responsibility for
246 maintaining the system until it is paid for, which could result in a cost benefit to the Town. If
247 this option were selected, the cost of the lease would be incorporated into the cost per gallon
248 of the magnesium chloride. Additionally, there would be no related finance charges; this
249 would be a zero percent financing option.

250
251 Innovative, as previously noted, is the only supplier with a State contract for the supply of
252 magnesium chloride at a cost of \$1.40 per gallon delivered. As described above, there is an
253 option to replace the Town's expired tanks through a lease-to-own option. Under this option,
254 the price per gallon of magnesium chloride would be \$1.82 per gallon. There would be a
255 minimum purchase requirement in the contract of 15,000 gallons, which would be fully
256 funded by the existing budget level for this line item. Under this scenario, it would take
257 approximately 5.2 years to pay off the tanks and associated equipment.

258
259 The DPW Department recommends that the contract to purchase magnesium chloride be
260 awarded to Innovative Surface Solutions, also doing business as Innovative Municipal
261 Product. It also recommends that the contract includes the supply of the new tanks, spray
262 system and appurtenant equipment, through the lease-to-own option. The final agreement will
263 be updated to include the then-current date.

264
265 Selectman D'Angelo asked if this would require waiving the Town's purchasing policy. DPW
266 Director Slosek stated that it would. Selectman D'Angelo asked what would happen if the
267 Town no longer wanted to do business with Innovative at some point in the future. DPW
268 Director Slosek stated that the Town can remove itself from the agreement at any time, but
269 Innovative would then take back its equipment.

270

271 Selectman Pray asked if the Town will be responsible for the maintenance of the tank once
272 ownership is transferred to the Town. DPW Director Slosek stated that once the balance is
273 paid by the Town, ownership and maintenance will transfer. The tank should have a 10–12-
274 year life expectancy.

275

276 Selectman Pray asked if other towns are using this treatment process. DPW Director Slosek
277 stated that he believes many communities do use magnesium to treat their roads. The State has
278 many different contracts to allow for different treatment types. The State’s best management
279 practices for de-icing include magnesium, calcium, and salt brine.

280

281 Selectman Stoughton asked if the Town would buy the magnesium chloride with a corrosion
282 inhibitor for winter use. DPW Director Slosek stated that the Town will be using an inhibitor
283 with this product. Innovative has agreed to give this at the same price that the Town will be
284 paying for the dust control product, which is uninhibited.

285

286 Selectman Stoughton asked if the DPW will be developing a similar program for anti-icing
287 materials as it has for salt use. DPW Director Slosek stated that the Department has a program
288 in place. Amherst participates in the Green Snow Pro initiative and training program through
289 New Hampshire DES. There are calibration charts and application rate charts that can be used.

290

291 In response to a question from Selectman Stoughton, DPW Director Slosek stated that the
292 contract has been amended to reflect a total for freight, equipment, and a storage tank value of
293 \$34,802.

294

295 Selectman Stoughton explained that this is being proposed as a lease-to-purchase, but the
296 contract document does not refer to a transfer of title. He also has concerns about who is
297 responsible for maintenance and repair during the lease-to-ownership phase. Joe Jordan,
298 Assistant DPW Director, explained that this is more of a rental agreement than a lease-to-own.
299 During the rental period, Innovative owns the equipment and is responsible for it. Innovative
300 owns the asset. DPW Director Slosek stated that the contract will be revisited every three
301 years. This is a standard contract for Innovative.

302

303 Kira Flynn, Innovative Surface Solutions, explained that the transfer of ownership is based on
304 the gallons of material purchased by the Town. There is no exact transfer date associated.
305 Selectman Stoughton stated that he would like to see an addendum to the contract which
306 addresses that a certain number of gallons of materials needs to be purchased before the Town
307 takes ownership of the equipment.

308

309 In response to a question from Selectman Stoughton, Kira Flynn stated that there is no fuel
310 surcharge imposed until the fuel rate goes above 55%. This is determined by the Department
311 of Energy and published on their website. The rate is currently approximately 38%. Selectman
312 Stoughton stated that he would like this information included in the addendum.

313

314 In response to a question from Selectman Pray, Kira Flynn stated that he company sells
315 product to towns that own their own storage tanks as well. Selectman Stoughton asked why
316 this option is not being considered for Amherst. Joe Jordan explained that the intention was to
317 spread the cost over five years in order to minimize the impact to the Department’s budget.

318 DPW Director Slosek explained that this proposal was also seen as a benefit, for the fact that
319 Innovative would maintain the asset while the Town rents it.

320

321 Selectman Grella agreed that magnesium is a better choice for the Department.

322

323 Chairman Lyon stated that this item would be postponed for updated documents to be
324 submitted.

325

326 **9. Approvals**

327

328 **9.1 Hawkers and Peddlers Permits, Fox Pest Control- Hayden Hocks; Power** 329 **Home Remodeling- Jack Garvey, Alexander La Pierre, Shawn Hebert,** **Alexander Harvey, Daniel Chalsen**

330 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
331 *approve the Hawkers and Peddlers permits for Fox Pest Control- Hayden Hocks; Power*
332 *Home Remodeling- Jack Garvey, Alexander La Pierre, Shawn Hebert, Alexander Harvey, and*
333 *Daniel Chalsen.*

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

335

336 **9.2. AP, Payroll and Minutes**

337

338 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*
339 *approve one (1) FY23 Payroll Manifest in the amount of \$249,472.61 dated June 29, 2023,*
340 *subject to review and audit.*

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

342

343 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*
344 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$3,445,738.00 dated July*
345 *3, 2023, subject to review and audit. (Schools)*

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

347

348 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*
349 *approve the Board of Selectmen meeting minutes of June 26, 2023.*

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

351

352 **10. Action Items**

353 The Board reviewed its list of ongoing action items and each item's status. The Board also
354 reviewed additional action items raised this evening for inclusion.

355

356 **11. Old/New Business**

357

358 Selectman D'Angelo explained that the Amherst School Board representative to the Board of
359 Selectmen has resigned from her position. He has not yet learned who the new representative
360 will be.

361

362 **12. Adjournment**

363

364 A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to
365 adjourn the meeting at 8:45pm.
366 Voting: 5-0-0; motion carried unanimously.

367

368 **NEXT MEETING: July 24, 2023**

369

370

371

Selectman Bill Stoughton

Date

DRAFT

TOWN OF AMHERST, NEW HAMPSHIRE
(the "Issuer")

RESOLUTION OF GOVERNING BOARD

The undersigned, at least a majority of the Governing Board of the Issuer and the Treasurer of the Issuer hereby certify (i) that a meeting of the Governing Board of the Issuer was held with respect to the issuance of the Notes (defined below); (ii) that notice of said meeting was afforded to said officers and the public in accordance with the provisions of RSA 91-A, as amended, and the applicable rules and bylaws of the Issuer, if any; (iii) that at least a majority of the Governing Board were present throughout said meeting; (iv) that the following votes were adopted at said meeting, all as being in the best interests of the Issuer; and (v) that the resolutions set forth below have not been repealed, amended or rescinded as of the date hereof:

VOTED: To authorize the issuance of \$2,000,000 General Obligation Notes (the "Notes" or the "Note") of the Issuer, which were heretofore authorized by the Issuer on March 9, 2021, such Notes to be dated July 13, 2023;

VOTED: To sell said Notes to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, redemption provisions, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof;

VOTED: To issue the Notes in substantially the form set forth in Schedule B, attached hereto and made a part hereof;

VOTED: That the Notes shall be general obligations of the Issuer;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to sign the Notes or to have said signatures printed electronically or in facsimile on the Notes and to affix the Issuer's seal thereto;

VOTED: To authorize the Treasurer to deliver the Notes to the Purchaser against payment therefor;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a No Arbitrage and Tax Certificate and IRS Form 8038-G in substantially the forms presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Notes in accordance with the foregoing; and

VOTED: That the Issuer shall serve as its own Paying Agent with respect to the Notes.

Dated as of this 13th day of July, 2023.

TOWN OF AMHERST,
NEW HAMPSHIRE

Issuer's Treasurer

Issuer's Governing Board

(Seal)

SCHEDULE A

SCHEDULE B



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

Title: Clerk's list

Department: Administration

Meeting Date: July 24, 2023

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. BOS Action Items 2023 as of 7-10-23

AMHERST BOS ACTION ITEMS

ITEM	CREATION	DUE	PERSONS	NOTES
Meeting Room A/V Upgrade RFP Issued	7/10/23	7/24/23	Dean	
Additional research and recommendation (if any) re speed bump, speed table in village	5/8/23	7/24/23	Eric	
Magnesium Chloride Contract Discussion	7/10/23	7/24/23	Eric	
Update Speed Limit signs in Village, prepare documentation on approved speed limit ordinance	7/10/23	7/24/23	Eric, Dean	Signs - status report, Documentation - for review and signature
Update BOS meeting Calendar for 2024 (v. 3)	7/10/23	7/24/23	Jennifer	For approval
Final revisions and vote/sign Unassigned Fund Balance revision	6/26/23	7/24/23	BOS	Final revisions completed 6/28/2023
Report status of PILOT agreement discussions	6/26/23	7/24/23	Dean	
Prepare Wastewater operator description(s)	6/12/23	7/24/23	Eric	
Send Impact Fee Schedule to Planning Board and request review and comments	7/10/23	7/24/23	Bill	
Check with NRPC re where truck traffic diverted from village would go	5/8/23	7/24/23	Dean	NRPC to perform additional traffic studies at no cost to Town. Perform after MV bridge reopens. Dean to advise NRPC and obtain anticipated completion date
Interview and appoint Energy Committee Members	6/26/23	7/24/23	BOS	
Contact residences included in supplemental PFAS study	7/10/23	7/24/23	Dean	
Impact Fee Annual Report Issued	7/10/23	8/1/23	Debbie	
Set up Meetings to allow Town comments on NRPC 20, 10, and 5 year plans	5/22/23	8/1/23	Will Ludt, Danielle	
BOS discuss use of ARPA Funds	5/22/23	8/1/23	BOS	
BOS discuss Retirement System/Benefits Review (may require staff work)	5/22/23	8/1/23	BOS	
Review -02 Fund Expenditure Policy	6/12/23	8/1/23	Bill	
Prepare for police union negotiations; BOS review current contract	6/12/23	8/1/23	BOS/Dean	
Discussions re revision to Mont Vernon Ambulance Contract	6/26/23	9/15/23	Danielle	Due date is to report on progress, not necessarily to complete revision

ITEM	CREATION	DUE	PERSONS	NOTES
BOS discuss Investment Policy	5/22/23	11/1/23	BOS	Due date after NHMA training sessions complete
Advise BOS of Ambulance Usage and Cost information, separately for each of the three ambulances	5/8/23	5/1/24	Chief Conley	
Additional information re houses on TF I to assist BOS in decisions on potential connection to public water	5/8/23		ongoing Dean	