



**Town of Amherst, NH**  
**BOARD OF SELECTMEN AGENDA**  
Barbara Landry Meeting Room  
2 Main Street  
**MONDAY, NOVEMBER 6, 2023 6:00 PM**

- 1. Call to Order**
- 2. Non-Public Session**
  - 2.1. NH RSA 91-A:3 (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.
- 3. Pledge of Allegiance**
- 4. Citizens' Forum**
- 5. Resignation Acceptance**
  - 5.1. Acceptance of resignation, Cerise Boston, Fourth of July Committee
- 6. Scheduled Appointments**
  - 6.1. Mike Berry, SAU 39 Superintendent
  - 6.2. Health and Human Services proposed budget
  - 6.3. Weston and Sampson, MS4 Stormwater Utility proposal
- 7. Administration**
  - 7.1. Administrative Updates
  - 7.2. Wage and benefits
  - 7.3. Action Items List
- 8. Staff Reports**
  - 8.1. DPW Plowing Contracts

- 8.2. Scenic Rd. Tree Hazzard
- 8.3. Office of Community Development Salary Discussion
  
- 8.4. Mutual Aid and Assistance Agreement for Building Inspection and Code Enforcement Services
- 8.5. Hiring of an A-EMT
- 8.6. Hiring of a Call Firefighter

**9. Approvals**

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

**10. Action Items**

**11. Old/New Business**

**Adjournment**

**Next Meeting: November 20, 2023**

You are invited to a Zoom webinar.  
Please click the link below to join the webinar:  
<https://us02web.zoom.us/j/83111801921>  
Or Telephone: 305 224 1968 US  
Webinar ID: 831 1180 1921



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** NH RSA 91-A:3 (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.

**Department:** Administration

**Meeting Date:** November 6, 2023

**Staff Contact:**

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## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

None

**From:** [Cerise Bienvenue](#)  
**To:** [Jennifer Stover](#)  
**Subject:** July 4th Board position  
**Date:** Sunday, October 29, 2023 11:15:48 AM

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[External Sender]:

Good morning,

I have decided that I am going to step down from my current Board Member position on the Amherst July 4th committee. I cannot fulfill the time commitment that is required of the position, and do not feel it is fair to the rest of the Board and committee members that I am not able to do my fair share of the work required to fill the obligation. I am very eager to remain on the committee(s) that assist in the planning and executing of the July 4th events and look forward to next year.

Thank you for the opportunity to allow me to serve on the Board this past year. It was an honor to be a part of the wonderful celebration that Amherst continues to uphold.

Sincerely,

Cerise Boston



SUMMARY REPORT-- SOCIAL SERVICES

PROVIDED TO AMHERST FOR 2024/2025

FROM

THE HEALTH AND HUMAN SERVICES  
COMMITTEE

OF THE

BOARD OF SELECTMEN

COMMITTEE:

Rick Katzenberg, Chairperson

Bela Goulet and Rachel Montoya- Staff Researchers and Editors

October 27, 2023

### **Big Brothers Big Sisters of Greater Nashua & Greater Salem**

Phone Number: 603-430-1140 ext. 1002

Contact Person: Madison Holdbrooks

Title: Grants Manager.

Email Address: [asprackland@bbbsnh.org](mailto:asprackland@bbbsnh.org)

Funds Requested (2024) \$1,800 # of Amherst citizens served (2022) 0

Allocation (2025) 0

Big Brothers Big Sisters of Greater Nashua & Greater Salem works to make a positive difference in the lives of children and youth for primarily single-parent families through mentor relationships. These one-to-one relationships provide guidance and friendship to youth who require a positive role model in their life. The Covid-19 pandemic has had a major impact on the youth BBBS helps, with the uptick in children needing help, the number of volunteers needed rises as well. In the year 2022, BBBS of Greater Nashua & Greater Salem served 0 children in the Town of Amherst and 3 volunteers were enrolled in helping as well.

### **Boys & Girls Club, Souhegan Valley**

Phone Number: 603-672-1002 ext. 15

Contact Person: Paul Amato

Title: Interim Executive Director

Email Address: [pamato@svbgc.onmicrosoft.com](mailto:pamato@svbgc.onmicrosoft.com)

Funds Requested (2024) \$5,000 # of Amherst citizens served (2023) 29

Allocation (2025) \$1,000

The Boys and Girls Club of Souhegan Valley provides after-school and vacation/summer camp programs to youth. These programs provide tools and resources to enable these youth to grow academically, be better citizens, develop a strong personality, and commit to a healthy lifestyle. On evenings and weekends, the Boys and Girls Club of Souhegan Valley offers theater arts programs for the children as well, to help further their self-esteem and build confidence. Due to Covid, most of The Boys and Girls Club members have not re-enrolled, but they began virtual/online learning opportunities for those who aren't able to come in, so the Club can still provide certain services to its members.

## **Bridges**

Phone Number: 603-889-0858 ext 202

Contact Person: Dawn L. Reams

Title: Executive Director

Email Address: director@bridgesnh.org

Funds Requested (2024) \$3,500 # of Amherst citizens served (2022) 36

Allocation (2025) \$3,500

Bridges provides crisis intervention and support services to survivors of domestic and sexual violence. Many hours of working directly with the client and providing advocacy in court and related support services are involved in each case. Last year, FY2023, Bridges provided crisis services to 36 citizens of Amherst. Contact was made with these individuals on 806 occasions. Bridges also provided 398 citizens of Amherst with educational presentations pertaining to violence. Bridges has a satellite office in Milford, which is available to Amherst citizens.

## **Court Appointed Special Advocates (CASA)**

Phone Number: 603-626-4600

Contact Person: Marcia Sink

Title: President

Email Address: msink@casanh.org

Funds Requested (2023) \$500 # of Amherst citizens served (2022) ? children

Allocation (2025) \$500

Court Appointed Special Advocate is dedicated to the recruitment and training of volunteers who advocate in the best interest of abused and neglected children in the courts of NH. CASA gives the children a voice and provides a clear picture of the children in the confusion of court and foster care systems to ensure the child ends up safe. During the 2022 fiscal year, CASA had 233 volunteers in Hillsborough County who served 476 children. CASA's goal is to support abused children in court. 1,500 cases of neglect and abuse that were reported to the Department of Child and Family Services. Because of privacy issues, the number of town specific children served is unknown.

### **Granite State Children's Alliance**

Phone Number: 603-889-0321

Contact Person: Joy Barrett

Title: CEO

Email Address: jbarrett@cac-nh.org

Funds Requested (2024) \$2,800

Allocation (2025) \$2,800

# of Amherst citizens served (2022): 215 interviewed,  
6 fully served.

Granite State Children's Alliance (CAC) works to create a safe and supportive place for families and children to talk about the abuse that they have undergone. The CAC works with children aged 3 to 17 alleging child abuse free of charge and also empowers non-offending caregivers in a way that helps them to further protect and support their children. The CAC also teaches educational programs and training to local organizations, professionals, and parents as they believe that it is an essential way to prevent abuse. During the year 2022, the CAC served 6 Amherst child victims at a cost of \$10,716 and helped them to relieve some of their trauma. Due to the increase in cases of child abuse, Granite State Children's Alliance is creating more space to be able to efficiently deal with the higher number of cases.

### **Greater Nashua Mental Health Center**

Phone Number: 603-889-6147

Contact Person: Cynthia Whitaker

Title: President and CEO

Email Address: whitakerc@gnmhc.org

Funds Requested (2024) \$6,000

Allocation (2025) \$6,000

# of Amherst citizens served (FY2023) 101

Greater Nashua Mental Health Center (GNMHC) provides comprehensive behavioral health services and primary healthcare services using evidence-based practices. GNMHC has been deemed the designated behavioral health center for all of southern Hillsborough County by their hardworking service for over 40 years. They work hard to provide for individuals from all over regardless of their ability to pay. In 2022 the GNMHC served 101 Amherst citizens. \$14,338 of the total charge was essentially unfunded and provided the charity with some economic difficulties, thus the need for funds.

**Harbor Care (also now includes Keystone Hall)**

Phone Number: 603-882-3616

Contact Person: Venessa Talasazan

Title: Chief of Staff

Email Address: v.talasazan@harborcarenh.org

Funds Requested (2024) \$5,000

# of Amherst citizens served (FY2023) 23+2

Allocation (2025) \$5,000

Harbor Care (HCI) provides housing and supportive services to vulnerable individuals including those who are chronically homeless, struggling with alcohol and substance use disorder issues, developmentally disabled, those with mental illness, and the elderly as well as their families. It is the largest provider of supportive housing in New Hampshire. In 2021, Harbor Care served 25 Amherst citizens, giving them life-saving support from this program of approximately \$96, 768.. Along with other organizations Harbor Care has adopted, they have merged with Keystone Hall. Keystone Hall provides services to the homeless, uninsured, and underinsured citizens. They aim to provide comprehensive substance use treatment and recovery services to individuals and their families.

**Home Health & Hospice Care (HHHC)**

Phone Number: 603-689-2936

Contact Person: Tina Andrade

Title: Director of Philanthropy

Email Address: tina.andrade@hhhc.org

Funds Requested (2024)\_ \$8,500

# of Amherst citizens served (FY2023) 135

Allocation (2025) \$8,500

Home Health & Hospice Care works to provide free service to Amherst’s disabled and elderly residents. It aims to be able to fund specific challenging health care needs of elderly New Hampshire residents. Last year, Home Health & Hospice Care provided 135 Amherst citizens with home health and hospice care throughout 3,939 visits. This includes 2,075 registered nursing visits, 54 physician visits, 1,024 licensed nursing visits, 606 rehabilitation therapy visits, 127 medical social work visits, and 44 spiritual care visits. The Community Hospice House also served 9 Amherst residents with end-of-life care.

## **Lamprey Health Care**

Phone Number: 603-659-7572 ext. 7214

Contact Person: Gregory White

Title: Chief Executive Officer

Email Address: gwhite@lampreyhealth.org

Funds Requested (2024) \$2,000 # of Amherst citizens served (2022) 23

Allocation (2025) \$2,000

Lamprey Health Care provides quality primary care and health-related services to individuals all over the Southern and Seacoast Areas of New Hampshire, even if they are unable to pay. Their mission of accepting all individuals, from any type of financial background, as well as their financial assistance programs, medication assistance programs, and payment plan options, is what makes Lamprey the top healthcare provider. In the year 2022, 23 Amherst residents sought help at Lamprey Health Care, making up a total of 108 visits. 28% qualified for reimbursement but had no traditional health insurance.

## **NH Wellpoint Foundation**

Phone number: 603-673-8123

Contact Person: Richard Holder

Title : Executive Director

Email address: hillslr@aol.com

Funds requested: (2023) \$1,000 # of Amherst citizens served (2022) 96 +

Allocation: (2025) \$1,000

The Senior Active Healthy Living Winter Walking program enables Seniors at or over the age of 70 to walk in a safe, warm location all winter. It enables exercise but also, importantly, socialization during the challenging winter months. Nine communities are participating in this exercise program but historically Amherst has provided approximately 40% of the participants. The funds that are provided to the foundation support the supervision, heating, lighting and safety measures that the Dome provides, so that the seniors are happy, healthy and safe. They have also made arrangements for the "Little Blue Bus" to pick up seniors at their home and take them to the Dome and, of course, back again to make winter logistics more easy! The program has added a new socialization component that provides a free lunch, in cooperation with NH Meals on Wheels, to seniors who sit and eat with their peers. The lunches have been at capacity since inception.

## **Opportunity Networks**

Phone Number: 603-883-4402

Contact Person: Rocky Morelli

Title: Executive Director

Email Address: rmorelli@opportunitynetworks.org

Funds Requested (2024)\_ \$10,000 # of Amherst citizens served (2022) 4

Allocation (2025) \$9,000

Opportunity Networks has been providing employment and training to individuals with disabilities who are citizens of the communities located within the Souhegan Valley and Greater Nashua Area for the past 30 years. It works to ensure that each individual's unique needs are met by providing all training or support that is necessary for the person to be successful. Over the past year, Opportunity Networks has provided training and employment services to 230 individuals with disabilities, ranging in age from 18 to 75 years old. They have helped 9 Amherst residents and last year worked with Souhegan High School to transition 4 individuals into their adult program.

## **SHARE**

Phone Number: 603-673-9898

Contact Person: Christine Janson

Title: Executive Director

Email Address: Christine.Janson@sharenh.org

Funds Requested (2023)\_ \$2,500 # of Amherst citizens served (FY2023) 155

Allocation (2025) \$3,500

SHARE aims to help those in the community in need of food, clothing, housing, medical needs, fuel, and transportation to ensure they are taken care of when they are in need. SHARE can help those who do not qualify for town assistance by working closely with the Amherst Welfare Office to ensure aid is not duplicated. They keep people in their homes by providing them with heat, electricity, transportation, medical care, and medicine. In FY2023, SHARE helped 155 Amherst individuals with emergency financial assistance and provided food to 653 individuals and 33 families with holiday food baskets and gifts. SHARE is a valuable asset to our citizens for timely help in many aspects of life when the needs arise.

**Souhegan Valley Rides (The Little Blue Bus)**

Phone Number: 603-860-1202

Contact Person: Janet Langdell

Title: Mobility Manager

Email Address: [Info@SouheganValleyRides.org](mailto:Info@SouheganValleyRides.org)

# of Amherst citizens served (FY2023) up to 12,760 rides provided

Funds Requested (2024) \$8,000

Allocation (2025) \$8,000

Souhegan Valley Rides provides bus service to residents of the Souhegan Valley. They provide transportation to non-emergency appointments and can assist elderly residents with disabilities or those who are unable to drive. Souhegan Valley Rides service continues to grow every year and needs to be able to accommodate the growing number of registered riders. The \$8,000 will help them to be able to provide service Monday through Friday. Over the past year, there has been an increase in Amherst citizens using Souhegan Valley Rides. They provided masks free of charge to the bus riders. They are now providing needed rides to the Walking Program at the Dome in the winter and to the lunch socialization programs at Buck Meadow.

**St. Joseph Community Services, Inc  
Meals on Wheels**

Phone Number: 603-424-9967

Contact Person: Jon Eriquezzo

Title: President

Email Address: [meals@sjcsinc.org](mailto:meals@sjcsinc.org)

Funds Requested (FY2024) \$7,900

# of Amherst citizens served (FY2023) 79

Allocation (2025) \$4,200

Meals on Wheels provides a nourishing meal and daily human contact to those who are undernourished and socially isolated. Hundreds of elderly residents have been served by Meals on Wheels since 1977. For 22% of their homebound clients, the driver is the only person whom he or she will see that week. Over the last year, 2021, Meals on Wheels served 29 Amherst citizens.



<b>NAME</b>	<b>AWARDED FY23</b>	<b>AWARDED FY24</b>	<b>REQUESTED FY25</b>	<b>Awarded FY25</b>
American Red Cross	\$1,000		\$1,000	
Big Brothers Big Sister	\$1,800	\$1,900	\$1,800	\$1,000
Boys & Girls Club of Souhegan Valley	\$1,500	\$1,000	\$5,000	\$1,000
Bridges	\$3,000	\$3,500	\$3,500	\$3,500
Court-Appointed Child Advocated (CASA)	\$500	\$500	\$500	\$500
Granite State Children's Alliance	\$2,750	\$2,800	\$2,800	\$2,800
Greater Nashua Mental Health Center	\$5,500	\$5,500	\$6,000	\$6,000
Harbor Homes, Inc	\$5,000	\$5,000	\$5,000	\$5,000
Home Health & Hospice Care	\$8,500	\$8,500	\$8,500	\$8,500
Lamprey Health Care	\$2,500	\$2,000	\$2,000	\$2,000
NH Wellpoint Foundation (Hampshire Hills AC)	\$1,000	\$1,000	\$1,000	\$1,000
Opportunity Networks	\$9,050	\$9,000	\$10,000	\$8,000
SHARE	\$3,500	\$3,500	\$2,500	\$3,500
Souhegan Valley Rides	\$8,000	\$8,000	\$8,000	\$8,000
St Joseph Community Services (Meals on Wheels)	\$1,400	\$2,800	\$7,900	\$4,200
<b>Totals</b>	<b>\$55,000</b>	<b>\$55,000</b>	<b>\$65,500</b>	<b>\$55,000</b>

# Adoption of a Stormwater Enterprise to Fund MS4 Permit Compliance & Municipal Stormwater Needs



**November 6, 2023**

**Jaurice A. Schwartz, PE**  
Team Leader, Weston & Sampson

# Presentation Overview

- MS4 Permit Background
- MS4 Permit Compliance and Cost Implications
- Other Stormwater Budgetary Considerations
- Stormwater Funding Sources
- Stormwater Enterprise Funds
- Fee Structures in Other Communities
- Keys to Success/Next Steps

# What is an MS4?

## Municipal Separate Storm Sewer System (MS4)

All man-made stormwater collection and conveyance infrastructure owned by a municipality.

Drain Pipes

Drain Manholes

Catch Basins

Outfalls

Culverts

Man-made Channels / Swales

Infiltration / Detention / Retention Basins

Treatment Structures



# MS4 Permit Background



- Initial MS4 Permit issued May 2003
- 5-Year Permit Cycle
- 2017 NH MS4 Permit Effective July 1, 2018
- Town submitted NOI on September 28, 2018 to obtain coverage, agreeing to permit provisions
- 2017 NH MS4 Permit Expired June 30, 2023
- 2017 NH MS4 Permit “Administratively Continued”
- New Draft MS4 Permit Expected for Public Comment December 2023

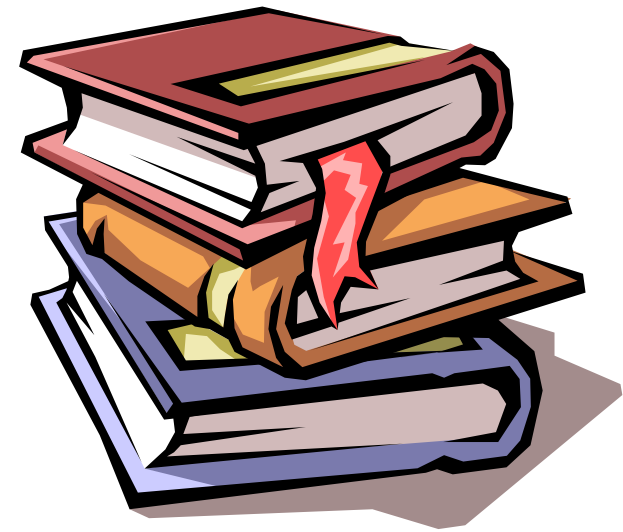
# MS4 Permit Intent

Permittees must develop, implement & enforce a Stormwater Management Plan (SWMP) to reduce the discharge of pollutants from the MS4, to protect water quality, and to satisfy the Clean Water Act.



# 2017 NH MS4 Permit

- Greater accountability & written documentation
- Stricter timeframes for Best Management Practice (BMP) implementation
- Enhanced reporting needs
- Extensive watershed-based requirements
- **More requirements = More \$\$**
- Failure to meet requirements can result in **fines for noncompliance**



# 6 Minimum Control Measures

- Public Education and Outreach
- Public Participation and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Runoff Control
- Post-Construction Runoff Control
- Pollution Prevention/Good Housekeeping



# Illicit Discharge Detection & Elimination (IDDE)



- IDDE Bylaw
- MS4 Mapping – *Phase 1 & Phase 2 Updates*
- Written IDDE Plan
- Catchment Delineation/Ranking
- Dry Weather Outfall Screening & Sampling – *Completed*
- Catchment Investigations & Wet Weather Outfall Sampling – *Due June 2028*
- In-House Training – *Annually*
- Removal of Any Illicit Discharges Identified

# Pollution Prevention/Good Housekeeping

- Inventory/O&M procedures for municipal activities & facilities
- Catch basin cleaning – 50% Full – *Annually*
- Electronic inspection form and catch basin cleaning optimization
- Sweeping of streets / municipal lots - *Annually*
- Inspection & maintenance of BMPs - *Annually*
- Stormwater Pollution Prevention Plans
- Quarterly SWPPP Inspections & Training - *Annually*

# Watershed Based Requirements



- Baboosic Lake Phosphorus TMDL
  - Lake Phosphorus Control Plan
  - Implement Structural & Non-Structural BMPs
  - Funding Source Assessment
- Baboosic Lake Bacteria TMDL
  - Enhanced Public Education Requirements

# Annual Requirements

- Update SWMP & MS4 Annual Report
- Public Education and Participation Initiatives
- Municipal Employee Training
- Enhanced Construction Site Inspections
- Quarterly SWPPP Inspections
- Catch Basin Cleaning & Street Sweeping
- Inspection & Maintenance of BMPs



# Cost Implications for MS4 Permit Compliance



# Amherst's Estimated MS4 Budgetary Needs

Permit Year	Estimated Compliance Cost*
Year 6 – FY24	\$50,000 to \$75,000
Year 7 – FY25	\$110,000 to \$220,000
Year 8 – FY26	\$110,000 to \$220,000
Year 9 – FY27	\$110,000 to \$220,000
Year 10 – FY28	\$110,000 to \$220,000

\*These costs are preliminary and include estimated costs for LPCP implementation as shown on the next slide.

\*\*These costs do not reflect catch basin cleaning or street sweeping already being performed by the Town, or salaries for staff engaged in meeting MS4 Permit Compliance needs.

Budget Need	FY25 Estimated Cost
Staff	\$130,000
Street Sweeping/CB Cleaning	\$35,000
System Maintenance Needs	\$85,000

# Estimated Costs for LPCP Implementation

**Overall Required P Load Reduction = 21.2\* lbs/yr**

Estimated Range of LPCP Implementation Costs for Structural Controls		
Estimated Cost per Pound of P Removed	Total Cost for LPCP Implementation	Annual Cost for LPCP Implementation**
\$25,000 – Low Estimate	\$530,000	\$60,000
\$48,000 – Medium Estimate	\$1,020,000	\$115,000
\$71,000 – High Estimate	\$1,505,000	\$170,000

\*This number is preliminary and pending a more detailed analysis to be completed over the next year as part of LPCP Development. Based on 48.1 lbs of P load from parcels within the urbanized area, and a 26.9 lbs allowable load for a required reduction of 21.2 lbs.

\*\* These annual costs are based upon the 9-year period available for implementation of controls if the LPCP is developed in Permit Year 6.

# Big Picture Focus

## MS4 Permit is the Driver



## What about other Municipal Stormwater Needs?



# Competing Stormwater Needs

- Flooding Concerns / Increased Frequency of Extreme Storm Events
- Aging Drainage Infrastructure
- Drainage System and Stream O&M



# Seek Funding

Stormwater Funding Mechanisms:

*So How Do We Pay For All This?*



# Stormwater Funding Options

## Current Financing

- General Fund (property tax)

## Ideal Financing Mechanism

- Reliable
- Predictable
- Doesn't impact other departments
- Fair

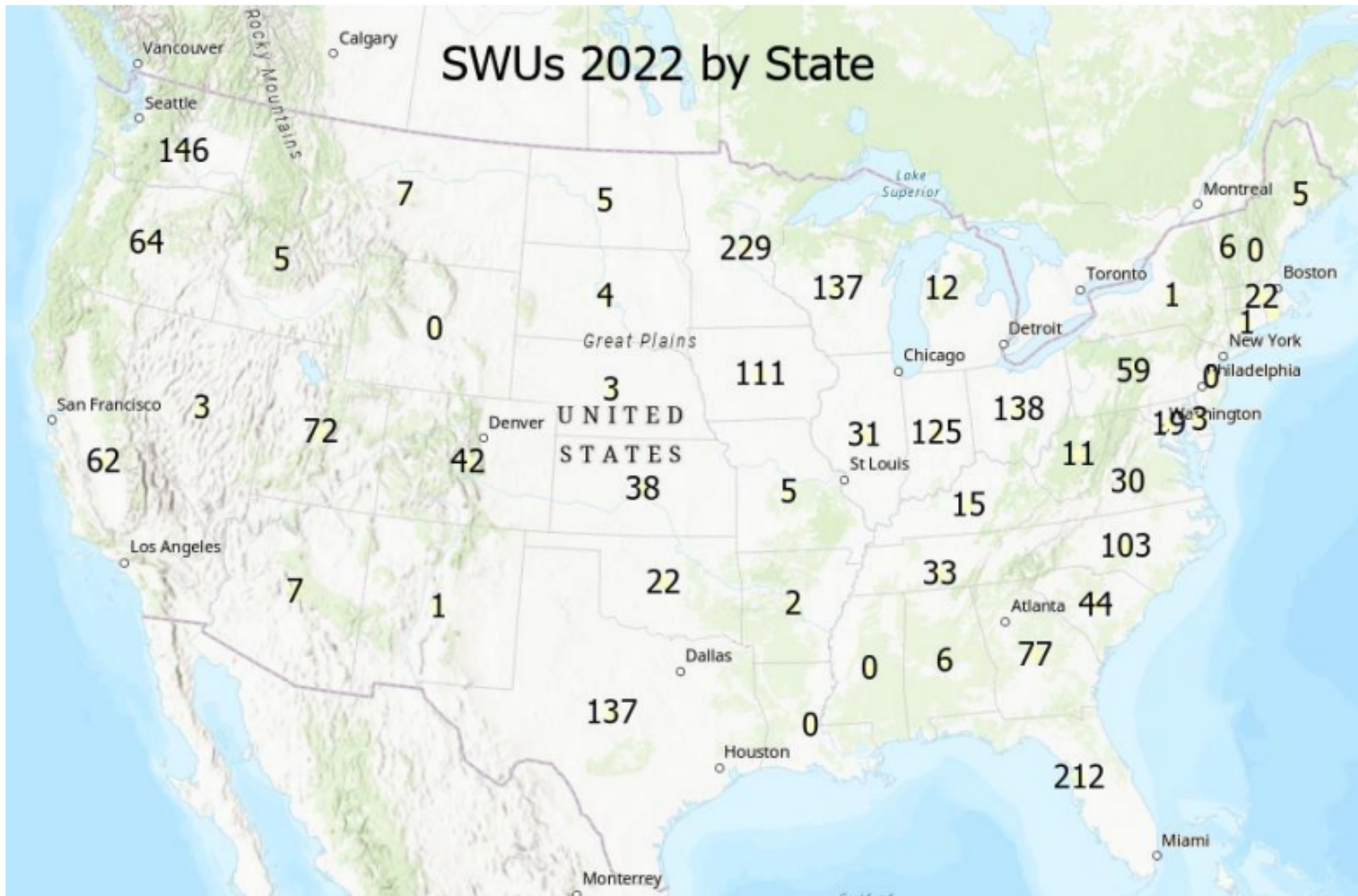
## Future Options

- Increase Taxes/ Use a Larger % of General Fund
- Loans and Bonds
- Private Public Partnerships
- Grants
- Stormwater Enterprise Fund

# Stormwater Enterprise Fund

- A stormwater fee is a payment for stormwater management, operation, and maintenance provided by the Town.
- Stormwater fees are collected from property owners based on a property's impact on the storm drain system in addition to assumed usage of roadways and sidewalks.
- Stormwater enterprise funds receive all revenue from a stormwater fee and are only used for the purposes of stormwater management.

# Stormwater Enterprises Nationwide



Source: [Western Kentucky Stormwater Utility Survey 2022](#)

# Setting up a Stormwater Enterprise

1. Establish a solid stormwater public education & outreach program / Engage the public
2. Determine existing & future stormwater budget needs
3. Delineate parcel impervious surface area by land use type & impervious surface type
4. Assess rate structure options and fees
5. Meet with stakeholders to review findings, assess feasibility, and determine best way to move forward
6. Continue to engage the public
7. Pass enabling legislation at Town Meeting

# Stormwater Enterprise Fee Systems

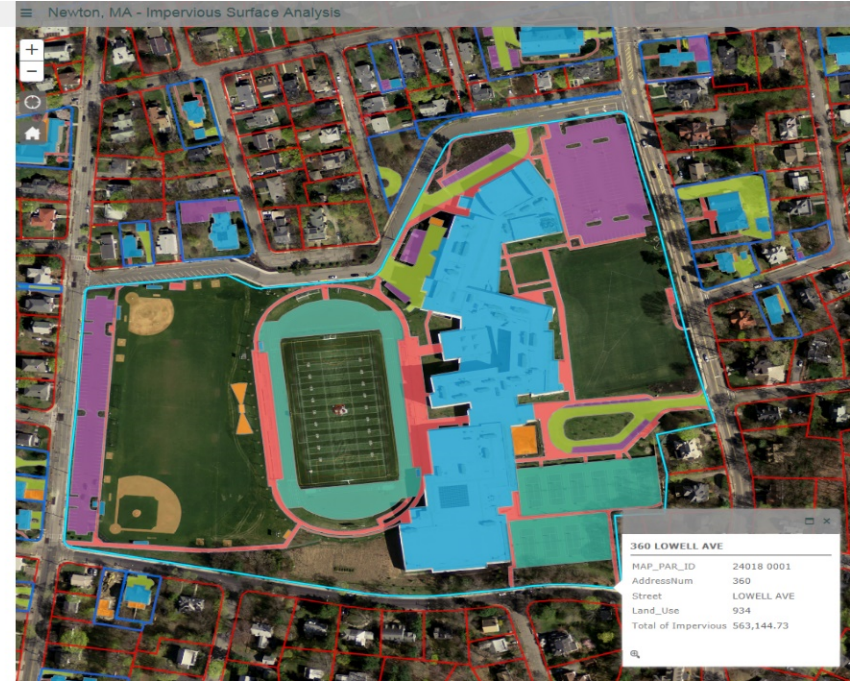
- Commonly an Area Based Method
  - Calculate Impervious Area
  - Establish a Common Unit: An Equivalent Residential Unit (ERU) is the amount of impervious area in a typical single family residential property.
  - Groups (or Tiers) of Billing Rates
    - Small, Medium or Large Residential
    - Commercial/Industrial Scale
- Simple Set Fee System
  - Annual or Quarterly Fee (Residential v. Commercial/Industrial)
- Rates Based on Actual Costs for SW Management



# Impervious Surface Delineation



- Legend
- City GIS Parcels - Evaluated
  - City GIS Parcels - Not Evaluated
  - Swimming Pools
  - Impervious Areas
    - Paved Sidewalk / walkway
    - Paved Driveway
    - Parking
    - Roof (structure)
    - Other / Misc. Imp. Surface
    - Patio
    - Concrete pad ( utility/etc.)
    - Deck
    - Tennis / Basketball Court
    - Private Road
    - Other



- Legend
- City GIS Parcels - Evaluated
  - City GIS Parcels - Not Evaluated
  - Swimming Pools
  - Impervious Areas
    - Paved Sidewalk / walkway
    - Paved Driveway
    - Parking
    - Roof (structure)
    - Other / Misc. Imp. Surface
    - Patio
    - Concrete pad ( utility/etc.)
    - Deck
    - Tennis / Basketball Court
    - Private Road
    - Other





# Impervious Surface Delineations/ Fee Structure Considerations

- Sample Size to Calculate ERU
- Tiered Vs. Flat for Small Residential Parcel
- Condominium Complexes
- Non-Profits
- Municipal Parcels
- Parking Lot with no Building / No Water & Sewer Bill
- Completely Vacant Parcels
- Tracking Changes in IA – Simple vs. Complex Fee System



# Pepperell, MA

## MS4 System

- Population: 11,620

## Stormwater Fee Structure

- Single Family
  - \$60/year
- Multi-Family
  - \$30/year per housing unit
- All Other Properties - 5 Tiers by Number of ERUs:
  - 1 to 2 ERUs - \$60/yr
  - 3 to 5 ERUs - \$120/yr
  - 6 to 10 ERUs - \$240/yr
  - 11 to 20 ERUs - \$480/yr
  - 21 or more ERUs - \$960/yr



# Chelmsford, MA

## MS4 System

- Population: 35,906
- 95 Miles of Drain
- 4,500 Catch Basins
  - 800 MHs
  - 210 Culverts
  - 594 Outfalls
- 50+ Detention Basins

## Stormwater Fee Structure

- Single Family
  - \$62/year
- All Other Properties
  - Tiered Fee System Based on IA ranging from \$63 to \$31,579/yr
- Revenue Generated: ~1.9 million annually
- Largest Expenditure on Stormwater Division Staff & Equipment
- Stormwater Master Plan – 2020



# Tewksbury, MA

## MS4 System

- Population: 31,342
- 61 Miles of Drain
- 3,300 Catch Basins
  - 530 Outfalls
  - 50 Detention Basins

## Stormwater Fee Structure

- 1, 2 & 3 families
  - \$75/year
- All Other Properties
  - Based on Actual IA
- Revenue Generated: ~1.2 million
- Largest Expenditure on Capital Projects
- No Credits to Date

# Keys to Success/Next Steps

- Public Engagement
  - A solid MS4 Public Education Program will pave the way
  - Begin with a Robust Educational Framework
- Tracking Stormwater Costs is Critical to Developing a Detailed Accounting of Stormwater Costs & Budget Going Forward
  - Staffing
  - O&M
  - Capital Projects
  - MS4 Compliance
- Detailed Impervious Area Data Goes A Long Way

# Keys to Success/Next Steps

- Solid Decision-Making Upfront Saves Time Later/  
Nuances
- Implement a Structure that is Feasible to Maintain,  
while Fair & Equitable
- Provide Transparency with the Public on How Funds  
Are Being Spent
- Focus on Prioritizing the Implementation of Projects  
that are a Priority for the Public

# QUESTIONS?

**thank you**  
westonandsampson.com





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

**Title:** Administrative Updates

**Department:** Administration

**Meeting Date:** November 6, 2023

**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

None



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

**Title:** Wage and benefits

**Department:** Administration

**Meeting Date:** November 6, 2023

**Staff Contact:**

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**BACKGROUND INFORMATION:**

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

**SUGGESTED MOTION:**

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. Pay and Benefit Info for BOS Packet

Grade	POSITIONS/ Fiscal Year	NEW STEP				Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 9	
	OLD STEP	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	FY24	
1	Library Page	12.68	12.91	13.16	13.44	13.70	13.98	14.26	14.54	14.84	15.13	15.45	15.76	16.08
2	PT REC Maintenance, PT Labor	16.02	16.34	16.66	17.00	17.33	17.69	18.03	18.38	18.77	19.14	19.53	19.92	20.31
3	Library Assist, Tech Services Librarian, Dispatch Trainee, PT Police Officer, Transfer Station Attendant, Crossing Guard, Assist Clerk	19.72	20.13	20.53	20.92	21.35	21.77	22.22	22.65	23.11	23.57	24.04	24.52	25.01
4	Laborer/Truck Driver, Grounds Keeper, Library Assist II	20.46	20.88	21.27	21.72	22.15	22.59	23.05	23.50	23.98	24.45	24.93	25.43	25.94
5	PT Secretary, Administrative Fire Lieutenant, PMEC Coordinator	22.11	22.56	23.02	23.47	23.96	24.43	24.92	25.40	25.90	26.43	26.97	27.51	28.06
6	Department Assistant, Assessing Technician, Dispatcher, Secretary	23.24	23.67	24.16	24.65	25.13	25.65	26.17	26.66	27.22	27.76	28.31	28.88	29.46
7	Light Equipmt Operator, Assist Dispatch Coord	23.66	24.15	24.64	25.12	25.64	26.15	26.65	27.18	27.75	28.30	28.86	29.44	30.02
8	Police Assistant, Dispatch Coordinator	24.40	24.88	25.38	25.88	26.41	26.94	27.47	28.03	28.60	29.18	29.77	30.37	30.97
9	Light Equip/Mechanic	24.63	25.12	25.62	26.13	26.64	27.18	27.73	28.29	28.85	29.43	30.01	30.61	31.23
10	OPEN	24.85	25.36	25.85	26.39	26.92	27.45	28.01	28.57	29.14	29.70	30.30	30.90	31.52
11	Heavy Equipment Operator, Facilities Maintaince Tech	25.35	25.85	26.38	26.90	27.43	28.00	28.57	29.13	29.69	30.29	30.89	31.51	32.14
12	Executive Assistant, PT Building Inspector, Accountant, Deputy Town Clerk, Town Planner, Program Supervisor	26.89	27.42	27.99	28.54	29.10	29.68	30.28	30.88	31.48	32.15	32.78	33.44	34.11
13	Fire Inspector, Comm. Center Supervisor, FT Bldg. Inspector	28.22	28.78	29.38	29.96	30.56	31.17	31.78	32.42	33.07	33.73	34.42	35.11	35.81
14	Town Clerk, Tax Collector, Library Dept. Head, Foreman	29.60	30.23	30.84	31.46	32.09	32.74	33.37	34.04	34.72	35.43	36.12	36.85	37.58
15	Zoning Administrator	32.67	33.34	34.00	34.68	35.35	36.08	36.80	37.55	38.28	39.04	39.84	40.63	41.45
16	Clerk of Works (Roads)	34.31	35.02	35.70	36.41	37.13	37.88	38.64	39.43	40.19	40.99	41.84	42.67	43.53
17	Police Lieutenant, Library Assistant Director	37.84	38.59	39.38	40.14	40.95	41.79	42.62	43.46	44.34	45.23	46.13	47.05	48.00
18	Deputy Chief, Assistant DPW Director, Police Captain	40.72	41.53	42.37	43.22	44.11	44.97	45.87	46.78	47.72	48.69	49.63	50.62	51.63
19	DPW Director, Police Chief, Fire Chief, Library Director, Community Development Director, Finance Director, Recreation Director	43.78	44.67	45.57	46.46	47.39	48.33	49.31	50.31	51.29	52.32	53.38	54.45	55.54
19														
20	Town Administrator	48.79	49.77	50.75	51.78	52.83	53.89	54.96	56.06	57.16	58.30	59.47	60.66	61.87

	Steps Deleted
	Steps Not Changed
	Steps Added

Added Steps are 2% Increase over Prior Step

# Amherst Health Insurance Plans

Current employees would have a choice of the current or new plans, with different premium shares. The current plan sunsets in the next several years.

## Current

\$500 Deductible Plan,  
Deductible fully reimbursed  
by town

16% employee premium  
share (same as current  
police share)

## Choice 1

\$1000 Deductible Plan,  
Deductible 50%  
reimbursed by town

13% employee premium  
share (same as current  
non-CBA share)

## Choice 2

High Deductible Plan (\$2000),  
Town matches Health Saving  
Account contributions up to  
\$1000 (single)

10% employee premium  
share (reduction, additional  
incentive for employees to  
consider this plan)

New employees would have choice of either  
of the two new plans.

Increase to Opt-out payments (ex: single from \$302 to \$400 monthly)

# Amherst Health Insurance Plans

## Impact

First year savings of \$35,000-\$110,000 at FY24 rates, depending on employee plan choices

New plans in line with other towns (Hiring/retention)

Provides broadest choice to employees, with anticipated sunset of current plan in the next several years

**Benefits Covered in Full (no cost to the member)**

<b>Preventive Care</b> Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings.	Covered in Full
<b>Laboratory Tests</b>	
<b>X-rays</b>	
<b>Chemotherapy &amp; Radiation Therapy</b>	
<b>Routine Maternity Care - Prenatal and Postpartum</b> Counseling about alcohol and tobacco use, services to promote breastfeeding, routine urinalysis and screenings for complications.	
<b>Inpatient Mental Health &amp; Substance Abuse</b>	
<b>Home Health Care</b>	
<b>Oxygen &amp; Respiratory Equipment</b>	

**Benefits Covered after a Copayment**

<b>Professional Visits:</b>	\$25 Copay
<b>Physician Services/Office Visit</b>	
<b>Routine Annual Eye Exam</b> (1 per year)	
<b>Acupuncture</b> ; unlimited visits	
<b>Chiropractic Care</b> ; unlimited visits	
<b>Physical/Occupational/Speech Therapy</b> ; unlimited visits	
<b>Outpatient Mental Health &amp; Substance Abuse</b>	
<b>Allergy Injections</b>	\$5 Copay
<b>Emergency Room</b> (waived if admitted)	\$100 Copay
<b>Prescription Drugs: Retail</b> (30 day supply)	\$0/\$10/\$30/\$50
<b>Mail Order</b> (90 day supply)	\$0/\$10/\$30/\$50

**Benefits Covered after a Deductible**

<b>Best Buy Deductible:</b> Limit one per year	\$500 Deductible (\$1,500 Family Maximum)
<b>Hospital Inpatient</b>	Deductible; then Covered in Full
<b>Maternity Care - Delivery</b>	
<b>Advanced Radiology</b> ; CT Scans & MRIs	
<b>Outpatient Surgery</b>	
<b>Skilled Nursing Facility &amp; Inpatient Rehabilitation</b> ; combined 100 day limit per year	
<b>Ambulance - Emergency Transport</b>	
<b>Durable Medical Equipment</b>	Separate \$100 Deductible; then 20% Coinsurance
<b>Out of Pocket Maximum:</b> Medical	\$5,000 (\$10,000 Family)
Prescription Drugs	

**Deductible Year:** Plan\*

**Deductible Carry-Over Provision:** Yes

**Lifetime Benefit:** Unlimited

Extraction of teeth impacted in bone is not a covered benefit.

This is only a summary of benefits, please consult the corresponding schedule of benefits. Exceptions & exclusions apply.

Benefit limits, deductibles and out of pocket maximums are based on a calendar year.

\*Deductible year will follow your medical plans renewal

**Town of Amherst**  
**NHIT Illustrative Rates**  
**Alternative Rates Effective July 1, 2023 - June 30, 2024**



	<b>HMO ElevateHealth Options \$1000</b> R \$0/\$10/\$30/\$50 M \$0/\$10/\$30/\$50 <b>MD24061</b> <span style="float: right;"><b>Rx21546</b></span>	
<b>Billing Rates</b>		
<b>Single</b>	\$	1,248.48
<b>Two-Person</b>	\$	2,494.24
<b>Family</b>	\$	3,366.16
<b>Rx Formulary</b>	<i>Premium 4 Tier</i>	
<b>Funding</b>	<i>Includes Employer Funding of 50% Employer Deductible</i>	

	<b>HMO HSA \$2000</b> R Deductible; then 10% M Deductible; then 10% <b>MD24027</b> <span style="float: right;"><b>Rx16815</b></span>	
<b>Billing Rates</b>		
<b>Single</b>	\$	1,031.98
<b>Two-Person</b>	\$	2,061.72
<b>Family</b>	\$	2,782.44
<b>Rx Formulary</b>	<i>Premium 3 Tier</i>	
<b>Funding</b>	<i>Includes Employer dollar for dollar Match up to \$1,000 (S)/\$2,000 (2P/F)</i>	

**R** - 30 Day Retail Supply at the Pharmacy    **M** - 90 Day Mail Order Supply through the Mail Order Program  
 The Mail Order Pharmacy is encouraged but not mandated for maintenance medications.

Please refer to the Summary of Benefits for plan details. A complete Schedule of Benefits is available upon request.

Deductibles may be funded up to 25% by the Employer - the NHIT's Rewards HRA Program may be incorporated to inspire effective healthcare consumer behaviors.

**NHIT includes the following consumer programs at no additional cost:**

**Trust Wellness Programming.** Annual, wellness initiatives for subscribers and covered spouses comprised of rewards, well-being challenges, self-paced learning and other on-site sponsored events.

**Compare Care:** Voluntary savings program that enables participants to make cost conscious health care decisions. Covered members are able to receive a 20% reward (up to \$2000 per service) of the savings when switching to a low-cost provider for any non-emergent medical services.

**Doctor on Demand Program:** Virtual and convenient video visits with licensed doctors, psychologists and psychiatrists for urgent care and behavioral health needs. Urgent Care services are available to enrolled employees and family members at no cost. If offering an HSA, the cost of a medical visit is \$49 and will apply until the deductible has been met.

**Please note:** The NHIT reserves the right to revise these rates at any time for the following reasons:

1. Rates quoted are contingent on the accuracy of the data provided, errors in data may result in re-rating
2. If the NHIT enrolled population changes by more than 10%
3. If the NHIT is not the sole carrier
4. If there are any benefit changes to any carrier plan
5. If there is a change in law or regulation increasing the NHIT's cost of providing the health plan selected

6. If Deductible Funding is implemented or changed

Rate Sheet Generated by: L. Moseley

Text

Current Monthly Plan Premiums 1P \$1443, 2P \$2884, Family \$3892





Benefits covered in Full (no cost to the member)	
<b>Preventive Care</b> Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings.	Covered in Full
<b>Chemotherapy and Radiation</b>	Covered in Full
<b>X-Rays</b>	
<b>Laboratory Tests</b>	
<b>Routine Maternity Care - Prenatal and Postpartum</b> Counseling about alcohol and tobacco use, services to promote breastfeeding, routine urinalysis and screenings for complications.	Covered in Full
<b>Inpatient Mental Health &amp; Substance Abuse</b>	
<b>Home Health Care</b>	
<b>Oxygen &amp; Respiratory Equipment</b>	

Benefits covered after a Copayment	
<b>Tier 1 Copayment Professional visits:</b>	\$20 Copay
<b>PCP Office Visit</b> First two visits covered in full	
<b>Routine Annual Eye Exam</b> (1 per year)	
<b>Chiropractic Care;</b> 20 visit limit	
<b>Acupuncture;</b> 20 visit limit	
<b>Outpatient Mental Health &amp; Substance Abuse</b>	\$20 Copay
<b>Tier 2 Copayment Professional visits:</b>	\$40 Copay
<b>Specialist Office Visit</b>	
<b>Physical/Occupational/Speech Therapy</b> combined 60 visit limit	
<b>Allergy Injections</b>	
<b>Outpatient Surgery;</b> Freestanding Facility or Ambulatory Surgery Center	\$150 Copay
<b>Emergency Room</b> (co-pay waived if admitted)	\$200 Copay
<b>Prescription Drugs: Retail</b> (30 day Supply)	\$0/\$10/\$30/\$50
<b>Mail Order</b> (90 day Supply)	\$0/\$10/\$30/\$50

Benefits covered after a Deductible		
<b>Deductible:</b> Limit one per year	Tier 1: \$1,000 (\$3,000 Family)	Tier 2: \$3,000 (\$6,000 Family)
<b>Hospital Inpatient</b>	Tier 1 Deductible; then Covered in Full	Tier 2 Deductible; then 20% Coinsurance
<b>Maternity Care - Delivery</b>		
<b>Advanced Radiology;</b> CT Scans, PET Scans, MRI, MRA and Nuclear medicine services		
<b>Outpatient Surgery;</b> Hospital Facility		
<b>Skilled Nursing Facility &amp; Inpatient Rehabilitation</b> combined 100 day limit	Tier 1 Deductible, then Covered in Full	
<b>Ambulance - Emergency Transport</b>		
<b>Durable Medical Equipment</b>	Separate \$100 deductible, then 20% Coinsurance	
<b>Out of Pocket Maximum:</b> Medical	\$5,000 (\$10,000 Family)	
Prescription Drugs		

Deductible Year: Plan\*

Deductible Carry-Over Provision: Yes

Lifetime Benefit: Unlimited

Any eligible medical expense incurred toward the Tier 1 Deductible in a Calendar Year applies to both the Tier 1 and Tier 2 Deductibles and vice versa. The maximum Deductible amount will never exceed the Tier 2 Deductible.

Extraction of teeth impacted in bone is not a covered benefit.

This is only a summary of benefits, please consult the corresponding schedule of benefits. Exceptions & exclusions apply.

Benefit limits, deductibles and out of pocket maximums are based on a plan year.

\*Deductible year will follow your medical plans renewal

# ElevateHealth Options HMO

## Flexible, high-quality care

Harvard Pilgrim's **ElevateHealth Options HMOs** give you flexibility and an opportunity to save money. These plans feature two tiers of providers and hospitals. Tier 1 is our ElevateHealth network, and Tier 2 is the rest of Harvard Pilgrim's network (New Hampshire, Massachusetts, Maine, Vermont, Connecticut and Rhode Island). You have lower out-of-pocket costs when you visit Tier 1 providers and hospitals, and higher out-of-pocket costs when you visit Tier 2 providers and hospitals.\*

### Getting Care

- With this plan, you must receive all of your care from Harvard Pilgrim's participating providers and hospitals (except in a medical emergency).
- You will be required to choose a participating primary care provider (PCP) to handle your care and give you referrals to specialists.
- If you will be covering family members on your policy, each of them can choose different Harvard Pilgrim PCPs.
- Remember that you pay less when you visit Tier 1 providers and hospitals, and more when you visit Tier 2 providers and hospitals. You don't have to enroll in a tier; what you pay depends on where you go for care.
- You can get acupuncture, chiropractic care, routine eye exams and most kinds of gynecological care without your PCP's referral, but you must see participating providers for these services. You will have lower copayments and deductibles when you see Tier 1 providers.
- If you need tests or surgery at a hospital, you'll need your PCP's or specialist's referral to a participating hospital. You will have lower copayments and deductibles when you go to Tier 1 hospitals. The only time you don't need a referral to go to the hospital is in a medical emergency.
- In a medical emergency (e.g., heart attack, stroke, choking, loss of consciousness or seizures), call 911 or go to the nearest emergency room. Once you are out of the hospital, be sure to follow up with your PCP for any additional care you may need.
- You have coverage for unexpected or unforeseen urgent care (e.g., earache, flu or sprain) when you're traveling. Otherwise, you must receive care from participating providers and hospitals.

\*Changes to our network may occur at any time. For the most current information, visit the provider search tool at [www.harvardpilgrim.org/providerdirectory](http://www.harvardpilgrim.org/providerdirectory)

**continued on reverse**



## Finding ElevateHealth options providers and hospitals

For the latest information on ElevateHealth Options providers and hospitals, visit [www.harvardpilgrim.org](http://www.harvardpilgrim.org) and click on "Find a Provider." Choose "ElevateHealth Options," then search by provider type or by specialty. Remember that you will have lower out-of-pocket costs when you visit Tier 1 providers and hospitals.



## Reminder when choosing a doctor

When a doctor has admitting privileges at a Tier 1 hospital, it doesn't necessarily mean that the doctor belongs to Tier 1. Check the online directory to make sure you're seeing Tier 1 providers and that you are receiving your care from them at Tier 1 locations (e.g., hospitals and doctors' offices) for lower copayments and deductibles.

## Your coverage

These are some examples of covered services on your ElevateHealth Options plan. For more information, check the Schedule of Benefits, which is the document that outlines the specific benefits and cost-sharing amounts. It governs in the event that the information in this document is different.

	What you pay: Tier 1	What you pay: Tier 2
Preventive tests and services <i>Examples: Annual physicals, annual gynecological visits, routine pre-natal and postpartum visits, immunizations, colorectal cancer screening and breast cancer screening</i>	No charge	No charge
Office visits	Copayment	Deductible then coinsurance
Urgent care		
Free standing	Copayment	Deductible then either copayment or coinsurance
Hospital based	Deductible then copayment	Deductible then either copayment or coinsurance
Emergency room	Deductible then either copayment or coinsurance	Deductible then either copayment or coinsurance
Inpatient hospital care	Deductible then no charge	Deductible then coinsurance
Lab work	No charge	Deductible

## Cost Sharing Glossary

- **Cost sharing** is what you pay for specific health care services (e.g., office visits and prescriptions). Coinsurance, copayments and deductibles are all examples of cost sharing.
- **Coinsurance:** This is a fixed percentage of costs that you pay for covered services. For example, if you have a plan with coinsurance, you may have to pay 20% of a provider's bill for your care, while Harvard Pilgrim pays 80%. Coinsurance is usually something you pay after you have paid an annual deductible.
- **Copayment:** This is a flat dollar amount you pay for certain services on your plan. You may have different copayments for different services (e.g., primary care visits, specialist visits, and prescription drugs). Copayments are normally due when you have your appointment.
- **Deductible:** This is a set amount of money that you have to pay out of your own pocket for certain covered services before your plan covers those services. If you have a \$2,000 annual deductible, for example, you will have to pay \$2,000 worth of charges before Harvard Pilgrim helps pay. If you receive care for services that fall under the deductible, your provider will send you a bill.

# ElevateHealth<sup>SM</sup> Options HMO Network

**Full network HMO plans with two tiers of providers and hospitals.\***

- ▶ Tier 1 is our **ElevateHealth** network, which has hundreds of primary care providers, thousands of specialists and dozens of New Hampshire's leading hospitals. It also includes Brattleboro Memorial Hospital in Vermont.
- ▶ Tier 2 is the rest of **Harvard Pilgrim's network** (New Hampshire, Massachusetts, Maine, Vermont, and Rhode Island).

Members will pay less when they choose Tier 1 providers and hospitals.

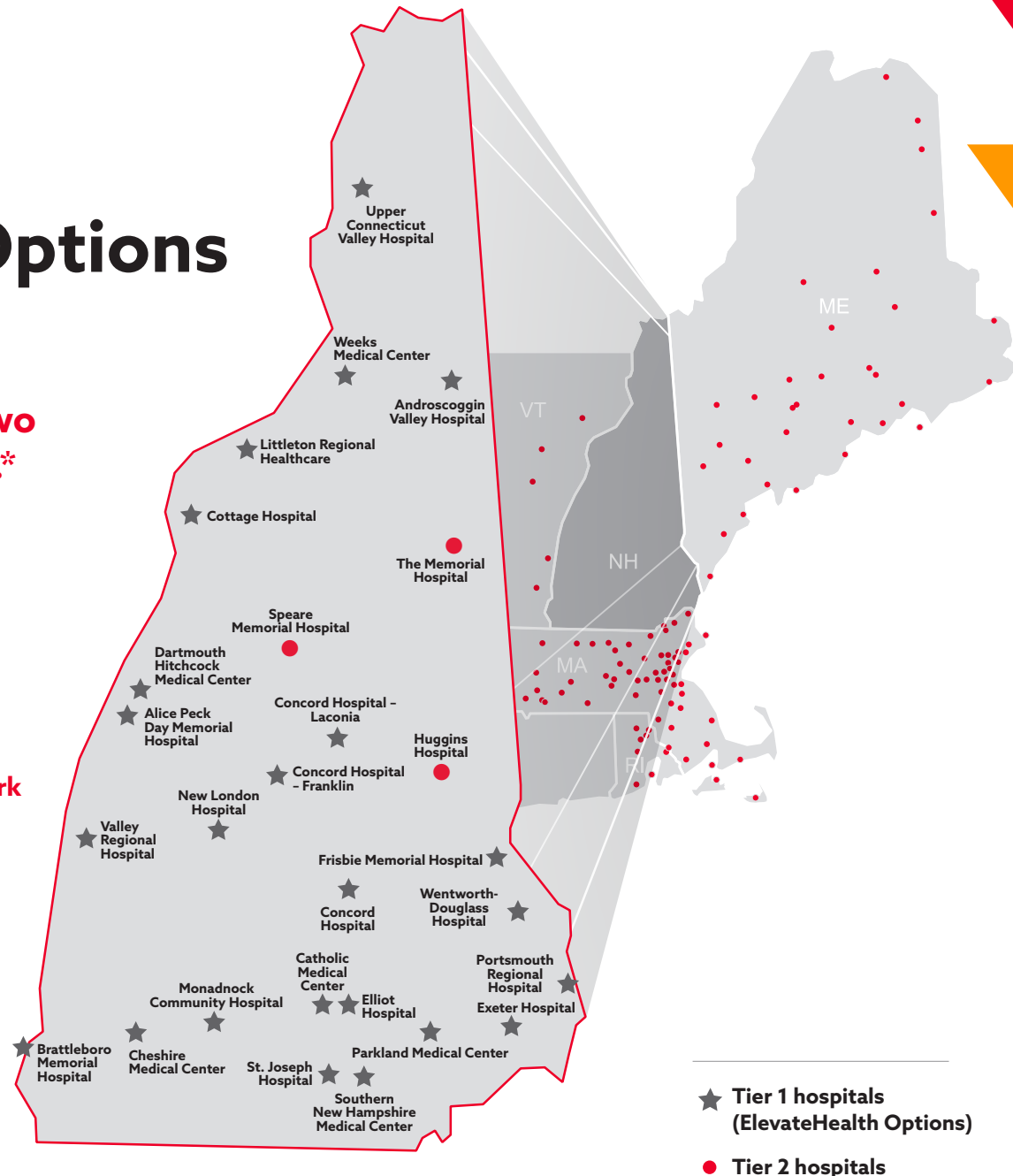
Visit [harvardpilgrim.org/providerdirectory](http://harvardpilgrim.org/providerdirectory) to find a provider.

\*Provider network subject to change at any time.

Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

a **Point32Health** company

FORM NO: 1049971296-0323



Benefits covered in Full (no cost to the member)	
<b>Preventive Care</b> Routine physical, gynecological, and well child exams; immunizations; age appropriate screenings.	Covered in Full
<b>Routine Maternity Care - Prenatal and Postpartum</b> Counseling about alcohol and tobacco use, services to promote breastfeeding, routine urinalysis and screenings for complications.	
<b>Routine Annual Eye Exam</b> (1 per year)	

Benefits covered after a Deductible	
<b>Laboratory Tests</b>	Deductible; then 20% Coinsurance
<b>X-Rays</b>	
<b>Chemotherapy &amp; Radiation Therapy</b>	
<b>Inpatient Mental Health &amp; Substance Abuse</b>	
<b>Home Health Care</b>	
<b>Oxygen &amp; Respiratory Equipment</b>	
<b>Professional visits:</b>	
<b>Physician Services/Office Visit</b>	
<b>Acupuncture</b> ; 20 visit limit	
<b>Chiropractic Care</b> ; 20 visit limit	
<b>Physical/Occupational/Speech Therapy</b> ; combined 60 visit limit	
<b>Outpatient Mental Health &amp; Substance Abuse</b>	
<b>Allergy Injections</b>	
<b>Emergency Room</b>	
<b>Hospital Inpatient</b>	
<b>Maternity Care - Delivery</b>	
<b>Advanced Radiology</b> CT Scans, PET Scans, MRI, MRA and Nuclear medicine services	
<b>Outpatient Surgery</b>	
<b>Skilled Nursing Facility &amp; Inpatient Rehabilitation</b> ; combined 100 day limit	
<b>Ambulance - Emergency Transport</b>	
<b>Prescription Drugs: Retail</b> (30 day Supply)	Deductible; then 10% Coinsurance
<b>Mail Order</b> (90 day Supply)	Deductible; then 10% Coinsurance
<b>Durable Medical Equipment</b>	Deductible; then 20% Coinsurance

Other Benefit Features	
<b>HSA Deductible:</b> Individual	\$2,000
Family	\$4,000
<b>Out of Pocket Maximum:</b> Medical	Combined \$4,000 (\$8,000 Family)
Prescription Drugs	

**Deductible Year:** Plan\*

**Deductible Carry-Over Provision:** No

**Lifetime Benefit:** Unlimited

Extraction of teeth impacted in bone is not a covered benefit.

This is only a summary of benefits, please consult corresponding schedule of benefits. Exceptions & exclusions apply. Benefit limits, deductibles and out of pocket maximums are based on plan year.

\*Deductible year will follow your medical plans renewal

Jan-23



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

**Title:** Action Items List

**Department:** Administration

**Meeting Date:** November 6, 2023

**Staff Contact:**

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**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 10-23-23

**AMHERST BOS ACTION ITEMS**

<b>ITEM</b>	<b>CREATION DATE</b>	<b>DUE DATE</b>	<b>PERSONS RESPONSIBLE</b>	<b>NOTES</b>
<b>Discussions re revision to Mont Vernon Ambulance Contract</b>	6/26/23	11/6/23	Danielle, Dean	Set up time for BOS reps to discuss. Collect information needed to determine Amherst position on fair payment amount
<b>Schedule Ways &amp; Means/BOS mtgs with Depts re FY25 Budget</b>	10/10/23	11/6/23	BOS, Dean, Ways & Means	
<b>Circulate Proposed Pay Matrix Revisions for BOS consideration</b>	10/23/23	11/6/23	Bill	
<b>TF I private home well test results to assist BOS in decisions on potential connection to public water</b>	5/8/23	11/6/23	Dean	Report status
<b>Status of TF I Property Quiet Title Effort</b>	10/10/23	11/6/23	Dean	Check with T. Quinn re status
<b>BOS Review Health Benefit options</b>	5/22/23	11/6/23	BOS, Dean, Jennifer	Report to BOS on options available
<b>Report to BOS on VSSC committee feedback re speed control structures</b>	8/28/23	11/6/23	VSSC	
<b>Update Purchasing Policy</b>	10/10/23	11/6/23	Dean, Danielle	Report Status
<b>BOS discuss Investment Policy</b>	5/22/23	11/6/23	BOS	Due date after NHMA training sessions complete
<b>BOS discuss use of ARPA Funds</b>	5/22/23	11/6/23	BOS	
<b>Examine restructuring of Tax Assessing/Collecting Functions</b>	9/11/23	11/6/23	Dean/Gail/John	Report on status of effort
<b>Sanborn-Head Report/Recommendations re Fire Station Remediation</b>	10/10/23	11/6/23	Dean	Status of Report/Recommendations
<b>Make inquiries re improving cell service in village</b>	7/24/23	11/20/23	Peter, Danielle, Dean	Dean to inquire about process/agents to assist with company funded tower
<b>Request Withdrawal of server replacement expense from CRF</b>	9/25/23	11/20/23	Debbie	
<b>Check with NRPC re studies on truck traffic ban from village</b>	5/8/23	12/4/23	Dean	NRPC to perform additional traffic studies at no cost to Town. NRPC estimated completion date is Thanksgiving
<b>Begin Semiquincentennial Planning</b>	9/25/23	1/8/24	Danielle	Update
<b>Post Town Treasurer Position Availability</b>	10/23/23	1/8/24	Danielle, Dean	
<b>Advise BOS of Ambulance Usage and Cost information, separately for each of the three ambulances</b>	5/8/23	5/1/24	Chief Conley	
<b>Civil Engineering on-Call Contract - Report on FY24 Usage</b>	9/11/23	7/15/24	Eric	Compare usage of two awardees



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** DPW Plowing Contracts

**Department:** Public Works

**Meeting Date:** November 6, 2023

**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

The DPW brought a proposal to the BOS on October 23 to award a fixed-fee contract to Knott's Landcare to plow the industrial area plow route this winter season. During the presentation, DPW explained to the BOS that we are not having any luck hiring plow trucks to plow town roads, despite increasing our offered pay rates to be competitive with NH DOT. At least one BOS member expressed willingness to consider additional fixed-fee plow contracts. We worked with Knott's Landcare to negotiate a price for two additional plow routes. One plow route would be our plow route 6, which is the area of Boston Post Rd. between Merrimack Rd. and Corduroy Rd. The second plow route is to plow/snowblow the 1.9 mile long Amherst Street sidepath. The proposed fixed-fee from Knott's to plow route 6 is \$31K, and the side path is \$6K.

We recommend awarding both contracts to Knott's Landcare. It is critical that we secure enough help for plowing this winter, especially considering we are currently down two full-time employees. As discussed at the last BOS meeting where the BOS awarded a contract to Knott's for plow route 10, we are looking at the contracts this season as a pilot program for fixed-fee agreements. We intend to advertise an RFP for these routes, and possibly others, next year.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

\$37,000 charged to 01-4312-40-2451 (Outside Hire)

## **POLICY IMPLICATIONS:**

Requires waiver of purchasing policy to accept a non-competitive bid. Also requires waiver of purchasing policy to not obtain three prices.

## **DEPARTMENT HEAD RECOMMENDATION:**

Recommend to award both contracts to Knott's Landcare.

## **SUGGESTED MOTION:**

I move to award a fixed-fee plowing contract to Knott's Landcare in the amount of \$31,000, for plowing and treating route 6 this winter season, as specified in the related contract. I further move to waive the competitive bidding requirement as set forth in the Town of Amherst purchasing policy, and authorize the DPW Director to sign the related agreement.



I move to award a fixed-fee plowing contract to Knott's Landcare in the amount of \$6,000, for plowing and treating the Amherst Street side path this winter season, as specified in the related contract. I further move waive the requirement to receive three prices for the side path plowing contract, as set forth in the town of Amherst purchasing policy, and authorize the DPW Director to sign the related agreement.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

- 1. Knotts sidepath route draft
- 2. Knotts route 6 draft

## Agreement for Independent Snowplow Contractors

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Town of Amherst, a New Hampshire Municipal Corporation, with a place of business at 22 Dodge Road, and Knotts Land Care, LLC, with a place of business at 6 Manhattan Dr., Amherst, NH, seeks to use the services of Knott's Land Care to perform winter road maintenance tasks on the Town's public roads; and Knott's Land Care, hereafter referred to as "CONTRACTOR", seeks to perform such services. In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

I. **Length of Agreement:** The contract period will begin November 7, 2023, and remain in effect until April 30, 2024. The Town of Amherst's obligation to make payments under this Agreement is limited to funds legally available for the purposes of this Agreement.

II. **Services Provided:** CONTRACTOR shall perform the following winter road maintenance tasks for the TOWN during the term of this Agreement:

*Snow plowing, snow blowing, and treating the Amherst Street side path; Approximate length of route is 1.9 miles. The side path extends along Amherst Street from Boston Post Rd. to the Milford Town line.*

III. **Contract Amount:** \$6,000 (Paid in six equal payments of \$1,000 from November through April)

IV. **Mutual Obligations:** Both parties shall adhere to the Town of Amherst's inclement weather road maintenance and treatment policy as currently in effect and as may be amended during the term of this Agreement.

### A. CONTRACTOR Obligations:

1. Provide one (1) tractor, or other appropriate machinery, with plow, snowblower, and a sander, sufficient to plow/blow snow from the side path, and dispense salt and/or sand as assigned by the Town.
2. All fuel, oil, and other materials and services necessary or desirable for the efficient operation of the vehicles and/or equipment, including maintenance.
3. Ensure that all equipment and materials used in the performance of this Agreement are in safe and proper operating condition throughout the contract term. Further, ensure that all equipment is properly calibrated throughout the contract term.
4. Follow best management practices in the performance of tasks under this Agreement.
5. Ensure that no equipment or materials provided by the Town of Amherst shall be used for any purpose other than the performance of tasks under this Agreement.

6. Utilize only vehicle operators properly trained and certified for the performance of tasks under this Agreement and identified on a list approved by the Town of Amherst.
7. Keep insurance in place as required under section VI of this Agreement.
8. Submit detailed invoices showing services provided as required by section IV, B, of this Agreement.
9. CONTRACTOR shall report to the Amherst DPW facility on Dodge Rd. within 1 hour after call-in.

**B. Town of Amherst's Obligations:**

1. Promptly advise CONTRACTOR of any change in its inclement weather road maintenance and treatment policy.
2. Promptly notify CONTRACTOR of any complaint or concern raised as to performance under this Agreement.
3. Provide sufficient sand and deicing materials for the performance of tasks under this Agreement in accordance with applicable policies and within the limits of available funds.
4. Compensation:
  - a. An invoice shall be submitted to the Town at the beginning of each month, beginning November 1, and ending April 1, for one sixth (1/6<sup>th</sup>) of the total contract amount. Payments will be made in accordance with the Town of Amherst accounts payable schedule. A payment schedule will be provided to the CONTRACTOR. Payments will be made within thirty (30) days from invoice date.
  - b. In no event will the Town of Amherst be obligated to pay funds, which are not legally available for payment under this Agreement. If services are provided when funds are not available, the Town of Amherst's Board of Selectmen will make all reasonable efforts to obtain funding under applicable law.

V. **Liability/Indemnification.** To the extent possible under law, the Town of Amherst retains all immunity and limits on liability relating to the performance of services under this Agreement and the parties do not intend, by entry into this Agreement, to waive or otherwise relinquish any such immunity or liability limits. To the extent that any liability for damages for property damage, personal injury, or bodily injury, including death, may arise out of the performance of this Agreement, the CONTRACTOR agrees to indemnify and hold harmless the Town of Amherst for any such liability, claims, or demands, including legal expenses, resulting from conduct of, or attributable, the CONTRACTOR and its agents, officers, and employees.

VI. **Insurance.** During the term of this Agreement, the CONTRACTOR shall maintain in full force and effect liability insurance, including automobile insurance covering all vehicles(s) and/or equipment used to perform services under this Agreement, protecting against property damage and bodily injury including death, for a limit not less than \$2,000,000 CSL. Such insurance shall name the Town of Amherst as an additional insured and may not be cancelled except upon 30 days' prior written notice, including notice to the Town of Amherst. Such insurance shall provide coverage for claims arising during the period of this Agreement. The provision of insurance under this Agreement and the obligation to indemnify the Town of Amherst are not intended to waive any immunity or limit on liability that exists under law, whether as a result of RSA 507-B, RSA 231:90 -: 95, including 231:92-A, or common law. The intent of the insurance and indemnification requirements of this Agreement is solely for the protection of parties hereto who may be liable under existing law and is not for the benefit of third persons.

During the terms of this agreement, the CONTRACTOR shall maintain Workers Compensation Insurance for all employees for the minimal amount of \$100,000/500,000/\$100,000 and deliver a certificate of insurance before the start of the season to the Town of Amherst showing proof of coverage.

VI. Miscellaneous

- A. Termination. Either party may terminate this Agreement by providing written notice of intent to terminate at least 30 days in advance of such termination. The Town of Amherst may terminate this Agreement for cause upon such notice, as it deems sufficient. Cause for termination includes, but is not limited to, failure of CONTRACTOR to comply with the Town of Amherst's inclement weather road maintenance and treatment policy, failure to use safe and properly maintained vehicles and equipment, improper use or storage of sand or deicing materials, negligent or careless performance, excessive property damage, and use of unqualified or untrained vehicle or equipment operators.
- B. The CONTRACTOR shall comply with all applicable Federal, State and local laws, regulations and provisions.
- C. Communications/Notices: All communications involving the administration and performance of this AGREEMENT shall be directed to The Director of Public Works. Notices of Termination and other Notices under this Agreement other than administrative communications shall be in writing and shall be sent to the Director of Public Works.
- D. Amendment: This Agreement may be amended only in writing executed by The Director of Public Works.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials or agents, on the date indicated above:

Town of Amherst

*CONTRACTOR*

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## Agreement for Independent Snowplow Contractors

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Town of Amherst, a New Hampshire Municipal Corporation, with a place of business at 22 Dodge Road, and Knotts Land Care, LLC, with a place of business at 6 Manhattan Dr., Amherst, NH, seeks to use the services of Knott's Land Care to perform winter road maintenance tasks on the Town's public roads; and Knott's Land Care, hereafter referred to as "CONTRACTOR", seeks to perform such services. In consideration of the terms and conditions set forth in this Agreement, the parties agree as follows:

I. **Length of Agreement:** The contract period will begin November 7, 2023, and remain in effect until April 30, 2024. The Town of Amherst's obligation to make payments under this Agreement is limited to funds legally available for the purposes of this Agreement.

II. **Services Provided:** CONTRACTOR shall perform the following winter road maintenance tasks for the TOWN during the term of this Agreement:

- *Snow plowing and treating plow route "6"; Approximate length of route is 22.14 lane miles. Specific roads include:*

<i>Thornton Ferry Rd. 1</i>	<i>Martingale Rd.</i>	<i>Storybrook Ln.</i>
<i>Sargent's Quarry</i>	<i>Melendy Hollow</i>	<i>Hemlock Hill Rd.</i>
<i>Ravine Rd.</i>	<i>Sherburne Dr.</i>	<i>Chandler Crossing</i>
<i>Roberts Rd.</i>	<i>Cricket Corner Rd.</i>	<i>Village Woods</i>
<i>North Meadow Rd.</i>	<i>Town Crier Rd.</i>	<i>Village Common</i>
<i>Northfield Rd.</i>	<i>Monticello Dr.</i>	
<i>Southfield Rd.</i>	<i>Cricket Hill</i>	
<i>Boston Post Rd. Ext.</i>	<i>Boston Post Rd.</i>	
	<i>(Corduroy to Merrimack Rd.)</i>	

III. **Contract Amount:** \$31,000 (Paid in six equal payments of \$5,166.67 from November through April)

IV. **Mutual Obligations:** Both parties shall adhere to the Town of Amherst's inclement weather road maintenance and treatment policy as currently in effect and as may be amended during the term of this Agreement.

### A. CONTRACTOR Obligations:

1. Provide one (1) truck with a ten- (10') foot plow, a sander, and a liquid dispensing system (pre-wet at spinner only), sufficient to plow snow from Town roadways, and dispense salt, sand, and liquid winter chemicals as assigned by the Town.
2. All fuel, oil, and other materials and services necessary or desirable for the efficient operation of the vehicles and/or equipment, including maintenance.

3. Ensure that all equipment and materials used in the performance of this Agreement are in safe and proper operating condition throughout the contract term. Further, ensure that all equipment is properly calibrated throughout the contract term.
4. Follow best management practices in the performance of tasks under this Agreement.
5. Ensure that no equipment or materials provided by the Town of Amherst shall be used for any purpose other than the performance of tasks under this Agreement.
6. Utilize only vehicle operators properly trained and certified for the performance of tasks under this Agreement and identified on a list approved by the Town of Amherst.
7. Keep insurance in place as required under section VI of this Agreement.
8. Submit detailed invoices showing services provided as required by section IV, B, of this Agreement.
9. CONTRACTOR shall report to the Amherst DPW facility on Dodge Rd. within 1 hour after call-in.

**B. Town of Amherst's Obligations:**

1. Promptly advise CONTRACTOR of any change in its inclement weather road maintenance and treatment policy.
2. Promptly notify CONTRACTOR of any complaint or concern raised as to performance under this Agreement.
3. Provide sufficient sand and deicing materials for the performance of tasks under this Agreement in accordance with applicable policies and within the limits of available funds.
4. Compensation:
  - a. An invoice shall be submitted to the Town at the beginning of each month, beginning November 1, and ending April 1, for one sixth (1/6<sup>th</sup>) of the total contract amount. Payments will be made in accordance with the Town of Amherst accounts payable schedule. A payment schedule will be provided to the CONTRACTOR. Payments will be made within thirty (30) days from invoice date.
  - b. In no event will the Town of Amherst be obligated to pay funds, which are not legally available for payment under this Agreement. If services are provided when funds are not available, the Town of Amherst's Board of Selectmen will make all reasonable efforts to obtain funding under applicable law.

V. **Liability/Indemnification.** To the extent possible under law, the Town of Amherst retains all immunity and limits on liability relating to the performance of services under this Agreement and the parties do not intend, by entry into this Agreement, to waive or otherwise relinquish any such immunity or liability limits. To the extent that any liability for damages for property damage, personal injury, or bodily injury, including death, may arise out of the performance of this Agreement, the CONTRACTOR agrees to indemnify and hold harmless the Town of Amherst for any such liability, claims, or demands, including legal expenses, resulting from conduct of, or attributable, the CONTRACTOR and its agents, officers, and employees.

VI. **Insurance.** During the term of this Agreement, the CONTRACTOR shall maintain in full force and effect liability insurance, including automobile insurance covering all vehicles(s) and/or equipment used to perform services under this Agreement, protecting against property damage and bodily injury including death, for a limit not less than \$2,000,000 CSL. Such insurance shall name the Town of Amherst as an additional insured and may not be cancelled except upon 30 days' prior written notice, including notice to the Town of Amherst. Such insurance shall provide coverage for claims arising during the period of this Agreement. The provision of insurance under this Agreement and the obligation to indemnify the Town of Amherst are not intended to waive any immunity or limit on liability that exists under law, whether as a result of RSA 507-B, RSA 231:90 -: 95, including 231:92-A, or common law. The intent of the insurance and indemnification requirements of this Agreement is solely for the protection of parties hereto who may be liable under existing law and is not for the benefit of third persons.

During the terms of this agreement, the CONTRACTOR shall maintain Workers Compensation Insurance for all employees for the minimal amount of \$100,000/500,000/\$100,000 and deliver a certificate of insurance before the start of the season to the Town of Amherst showing proof of coverage.

VI. Miscellaneous

- A. Termination. Either party may terminate this Agreement by providing written notice of intent to terminate at least 30 days in advance of such termination. The Town of Amherst may terminate this Agreement for cause upon such notice, as it deems sufficient. Cause for termination includes, but is not limited to, failure of CONTRACTOR to comply with the Town of Amherst's inclement weather road maintenance and treatment policy, failure to use safe and properly maintained vehicles and equipment, improper use or storage of sand or deicing materials, negligent or careless performance, excessive property damage, and use of unqualified or untrained vehicle or equipment operators.
- B. The CONTRACTOR shall comply with all applicable Federal, State and local laws, regulations and provisions.
- C. Communications/Notices: All communications involving the administration and performance of this AGREEMENT shall be directed to The Director of Public Works. Notices of Termination and other Notices under this Agreement other than administrative communications shall be in writing and shall be sent to the Director of Public Works.



D. Amendment: This Agreement may be amended only in writing executed by The Director of Public Works.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials or agents, on the date indicated above:

Town of Amherst

*CONTRACTOR*

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Scenic Rd. Tree Hazzard  
**Meeting Date:** November 6, 2023

**Department:** Public Works  
**Staff Contact:** Eric Slosek

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## **BACKGROUND INFORMATION:**

Recently DPW received a complaint from a resident on Green Rd. regarding three dead trees. The resident is concerned with the safety of the public, including children that play in that area. Green Rd. is a scenic road and requires a special process for the town or utility to remove trees within the ROW. Following the standard process would result in the trees not being removed until December. In consideration of the concerns raised by the resident DPW is seeking the BOS to declare the three trees a public nuisance (ref. RSA 231:145, 231:146, and 231:158,II).

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

Negligible.

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Recommend BOS declares the three trees across from 29 Green Rd. a public nuisance.

## **SUGGESTED MOTION:**

I move to declare three trees across from 29 Green Rd., identified by DPW and a resident as an imminent hazard, a public nuisance as allowable per NH RSAs 231:145, 231:146, and 231:158,II. This declaration will enable DPW to promptly remove said trees.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

Certainly don't want to leave up dangerous trees. I know DPW is busy but it would be good to have an inspection process in place so potential issues are addressed in time to go through the normal process for a scenic road.

## **ATTACHMENTS:**

1. Section 231\_145 Removal of Certain Hazardous Trees\_
2. Section 231\_146 Notice\_
3. Section 231\_158 Effect of Designation as Scenic Roads\_
4. IMG\_2272



# TITLE XX

## TRANSPORTATION

### CHAPTER 231

#### CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

#### Trees and Roadside Growth

##### Section 231:145

**231:145 Removal of Certain Hazardous Trees.** – Notwithstanding the provisions of other sections of this subdivision and subject to the provisions of RSA 231:157 and RSA 231:158, the commissioner of transportation on class I and III highways, and state maintained portions of class II highways, and the governing bodies of cities and towns and the county commissioners for unorganized places on class IV, V, and VI highways and town maintained portions of class II highways may declare any tree, either alive or dead, situated within the limits of highways, roads, or streets to be a public nuisance by reason of danger to the traveling public, spread of tree disease, or the reliability of equipment installed at or upon utility facilities authorized under RSA 231:160 or RSA 231:160-a. After such declaration by such authority and notice to the abutting landowner on whose property such tree is located the said authority shall within a reasonable time remove the same without compensation or cost to the abutter. However, no such declaration and notice shall be required when the delay entailed by such declaration and notice would pose an imminent threat to safety or property, including electric transmission and distribution lines. Nothing in this subdivision shall be construed to relieve the public utility companies of their accepted responsibility of tree trimming and tree removal for the protection of their lines, or for the construction of new lines, or to alter the provisions of RSA 231:150-182 in any manner. The state and municipal authorities may require of the public utilities owning lines which pass through or near a tree or trees which are condemned for removal as a public nuisance to assist in their removal at their expense by either the temporary removal of their lines or by causing to be removed at their expense the top portion of said tree or trees from a point below their lines.

**Source.** RSA 253:6-a. 1959, 135:1. 1981, 87:1. 1985, 402:6, I(b)(3). 1991, 134:1, eff. July 19, 1991. 2009, 267:2, eff. Sept. 14, 2009. 2012, 24:5, eff. May 2, 2012. 2015, 89:1, eff. Aug. 4, 2015.

# TITLE XX

## TRANSPORTATION

### CHAPTER 231

#### CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

#### Trees and Roadside Growth

#### Section 231:146

**231:146 Notice.** – Notice to the abutting landowner of a tree declared a public nuisance shall be given by delivery at his place of residence or by sending by registered mail to his last known address and it shall clearly state the intention of removal of such tree. He may appeal to the superior court as to the validity of such declaration within 30 days of delivery or mailing of said notice, and shall be entitled to a speedy hearing. The final judgment upon every appeal shall be a decree dismissing the appeal, or vacating the declaration complained of in whole or in part, as the case may be; but in case such declaration is wholly or partly vacated the court may also, at its discretion, remand the matter to the said department, city, county, or town for such further proceedings, not inconsistent with the decree, as justice may require. Following expiration of the aforesaid 30-day period of appeal, or following waiver of said right of appeal, the abutting landowner is relieved of any liability or responsibility in connection with the tree or trees declared a public nuisance and similarly is relieved of any liability or responsibility in connection with any stump or stumps left remaining.

**Source.** RSA 253:6-b. 1959, 135:1. 1981, 87:1, eff. April 20, 1981.

# TITLE XX

## TRANSPORTATION

### CHAPTER 231

#### CITIES, TOWNS AND VILLAGE DISTRICT HIGHWAYS

#### Scenic Roads

#### Section 231:158

##### **231:158 Effect of Designation as Scenic Roads. –**

- I. As used in this subdivision, "tree" means any woody plant which has a circumference of 15 inches or more at a point 4 feet from the ground.
- II. Upon a road being designated as a scenic road as provided in RSA 231:157, any repair, maintenance, reconstruction, or paving work done with respect thereto by the state or municipality, or any action taken by any utility or other person acting to erect, install or maintain poles, conduits, cables, wires, pipes or other structures pursuant to RSA 231:159-189 shall not involve the cutting, damage or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the planning board, or any other official municipal body designated by the meeting to implement the provisions of this subdivision, after a public hearing duly advertised as to time, date, place and purpose, 2 times in a newspaper of general circulation in the area, the last publication to occur at least 7 days prior to such hearing, provided, however, that a road agent or his designee may, without such hearing, but only with the written permission of the selectmen, remove trees or portions of trees which have been declared a public nuisance pursuant to RSA 231:145 and 231:146, when such trees or portions of such trees pose an imminent threat to safety or property, and provided, further, that a public utility when involved in the emergency restoration of service, may without such hearing or permission of the selectmen, perform such work as is necessary for the prompt restoration of utility service which has been interrupted by facility damage and when requested, shall thereafter inform the selectmen of the nature of the emergency and the work performed, in such manner as the selectmen may require.
- III. Designation of a road as scenic shall not affect the eligibility of the town to receive construction, maintenance or reconstruction aid pursuant to the provisions of RSA 235 for such road.
- IV. Designation of a road as a scenic road shall not affect the rights of any landowner with respect to work on his own property, except to the extent that trees have been acquired by the municipality as shade or ornamental trees pursuant to RSA 231:139-156, and except that RSA 472:6 limits the removal or alteration of boundary markers including stone walls.
- V. A town may, as part of a scenic road designation under RSA 231:157 or as an amendment to such designation adopted in the same manner, impose provisions with respect to such road which are different from or in addition to those set forth in this section. Such provisions may include, but are not limited to, decisional criteria for the granting of consent by the planning board or other designated municipal body under paragraph II, or protections for trees smaller than those described in paragraph I, designated for the purpose of establishing regenerative growth along the scenic road.
- VI. Any person who violates this section or any local provision adopted under this section shall be guilty of a violation and shall be liable for all

damages resulting therefrom.

**Source.** RSA 253:18. 1971, 455:1. 1973, 586:2. 1981, 87:1. 1983, 122:2. 1991, 134:3, 4. 1992, 160:2, eff. July 5, 1992.









# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Office of Community Development  
Salary Discussion

**Department:** Community Development  
Office

**Meeting Date:** November 6, 2023

**Staff Contact:** Nic Strong

**BACKGROUND INFORMATION:**

Recent advertisements for the Town Planner have been unsuccessful. We now need to hire a Building Inspector/Code Enforcement Officer as well. The current salaries for these two positions are low for the qualifications we require and also in comparison to our competitor towns.

Town Planner Community	Advertised Range
Amherst	\$55,931 \$68,182
Dover, MA	\$91,103\$115,547
Bolton, MA	\$76,523 \$99,840
Milford, NH *	\$65,000 \$72,000
Londonderry, NH *	\$75,810 \$99,177
Swanzey, NH	\$62,691 \$86,403
Bedford, NH *	\$68,000 \$94,000
Winthrop, ME	\$60,000 \$80,000
Rochester, NH *	\$72,334 \$97,486
Concord, NH *	\$77,000 \$92,000
Conway, NH *	
Portsmouth, NH *	\$72,063 \$87,593

(\* - New Hampshire Retirement System)

Building Inspector/Code Enforcement Officer Community	Advertised Range
Amherst	\$30.56 \$34.42
Stratham	\$36.06 \$40.87
Bow	\$33.00 \$40.19

Kingston	\$31.25	\$40.87
Northwood	\$28.00	\$35.00
Nashua (not to exceed)		\$31.40
Rochester	\$30.30	\$40.83
Weare Part Time	\$30.00	
New Boston Part Time	\$23.86	\$30.94

I suggest moving both positions to Grade 15 on the wage scale (\$32.67 - \$39.84 currently) and removing the Zoning Administrator position from that scale because the position no longer exists.

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

If approved, the FY25 budget will be increased to include the new amounts.

**POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

Revise the wage scale to move the Town Planner and the FT Building Inspector to Grade 15 and to delete the Zoning Administrator.

**SUGGESTED MOTION:**

I move to revise the wage scale to move the Town Planner and the FT Building Inspector to Grade 15 and to delete the Zoning Administrator.

**TOWN ADMINISTRATOR RECOMMENDATION:**

Doing this while both positions are empty and working on next years budget seems like a good time to consider. The planner has proven difficult to fill and the building inspector who just left is apparently getting more money in his new job.

**ATTACHMENTS:**

None



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Mutual Aid and Assistance  
Agreement for Building Inspection and Code  
Enforcement Services

**Department:** Community Development  
Office

**Meeting Date:** November 6, 2023

**Staff Contact:** Nic Strong

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## **BACKGROUND INFORMATION:**

The last agreement with Hollis has expired and this valuable agreement should be renewed.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

Renew the agreement with the Town of Hollis

## **SUGGESTED MOTION:**

I move to approve the Building Inspector Mutual Aid agreement with the Town of Hollis and to authorize the Board of Selectmen to sign the agreement.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. MA Agreement- Hollis 2023

**Mutual Aid and Assistance Agreement**  
**For Building Inspection and Code Enforcement Services**  
**Between the Towns of Hollis and Amherst**

This Agreement is entered into by each of the entities that executes and adopts the understandings, commitments, terms and conditions herein:

**WHEREAS**, Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation; and

**WHEREAS**, under Chapter 53-A and other chapters of the New Hampshire Revised Statutes Annotated, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

**WHEREAS**, the Towns of Hollis and Amherst wish to provide mutual aid and assistance to one another in the area of the building inspection and code enforcement services at appropriate times.

**THEREFORE**, pursuant to RSA 53-A:3, I, the Towns of Hollis and Amherst enter into this Agreement for the reciprocal building inspection and code enforcement services, with this Agreement embodying the understanding, commitments, terms and conditions for said aid and assistance, as follows:

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of the Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting the request.

Pursuant to RSA 53-A, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any case whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section VI of this Agreement.

**SECTION I: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY**

- A. Unless otherwise provided, the duration of the Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods mutually agreed upon by the towns.
- B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall

make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

## **SECTION II: COST DOCUMENTATION**

- A. Personnel- Provider shall continue to pay its employee according to its then prevailing rules and regulations.
- B. Vehicle- Provider shall document any expense incurred for the use of either a municipality-provided vehicle or a private vehicle utilized by the Building Inspector. In either event, mileage incurred for the service provided will be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

## **SECTION III: RIGHTS AND RESPONSIBILITIES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities and privileges they would ordinarily possess if performing their duties within the geographical limits of the Provider. Provider's employees shall be supervised and managed by the Town Administrator while working in Hollis or by the Community Development Director while working in the Town of Amherst. However, the individual employees shall be subject to personnel rules, policies and procedures of their employing community. Any performance, compensation, benefits or disciplinary issues arising during the period of the mutual aid assignment shall be addressed to the employing municipality of the individual, to be handled by the employing municipality.

## **SECTION IV: COMPLIANCE WITHIN RSA 54-A:3**

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon, unless terminated sooner pursuant to Section IV-E, below.
- B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources and seek to establish the framework to accomplish that.
- C. The purpose of the Municipal Aid Agreement is to formally allow the Building Inspectors of the Town of Hollis and the Town of Amherst to fill in for each other as may be needed within the jurisdictions of Hollis and Amherst, to ensure the two communities' building inspection and code enforcement functions are covered during times of prolonged illness, vacations, and extended leaves.
- D. The financing of the existing building inspection / code enforcement functions is handled individually within the operating budgets of the Towns of Hollis and Amherst. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.
- E. By written notice from one governing board to another, this Agreement may be terminated within 30 days' notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. This Mutual Aid Agreement shall be administered by the governing boards of Hollis and Amherst, or their designees. The agreement specifies that the Hollis and Amherst Select Boards designate their respective Town Administrator as the administrator responsible for day-to-day oversight of the Agreement. There will be no acquiring, holding and disposing of real

and personal property jointly by the Town of Hollis and Amherst as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Hollis or the Town of Amherst.

#### **SECTION V: WORKER'S COMPENSATION AND LIABILITY COVERAGE**

Provider shall furnish worker's compensation coverage for its employees during their performance of mutual aid services under this Agreement. Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employee due to personal injury or death occurring during the period of time such employee is engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that the Recipient and Provider shall be responsible for payment of such worker's compensation benefits only to their own respective employees. Further, it is mutually understood that Recipient and Provider will be entirely responsible for the payment of workers' compensation premiums for their own respective employees.

Provider shall furnish liability coverage for its employees performing services under this Agreement and shall be solely responsible for the premiums.

#### **SECTION VI: IMMUNITY**

Pursuant to RSA 53-A, all activities performed under this Agreement are hereby declared to be governmental function. The parties to this Agreement and their respective employees retain all governmental immunities, protections and defenses as may be available by law.

#### **SECTION VII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each party (as Indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's neglect, acts, errors and/ or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day- to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

#### **SECTION VIII: EFFECTIVE DATE**

This agreement shall take effect upon its approval by the governing boards of the Towns of Hollis and Amherst and upon the approval of the NH Attorney General pursuant to RSA 53-A:3(V) its subsequent proper execution hereof. This agreement shall remain in effect for two years after its execution, subject to Section IV-E, above and can be renewed by joint action of the two governing boards.

**IN WITNESS WHEREOF**, each of the parties have caused this Mutual Aid Agreement to be duly executed and approved with the concurrence of a majority of the governing board, as of the date set forth in this Agreement.

**TOWN OF HOLLIS SELECT BOARD**

**TOWN OF AMHERST SELECT BOARD**

\_\_\_\_\_  
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Date of Approval

\_\_\_\_\_  
Date of Approval



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Hiring of an A-EMT

**Department:** Fire Rescue

**Meeting Date:** November 6, 2023

**Staff Contact:** Matt Conley

---

## **BACKGROUND INFORMATION:**

With our per diem system, we periodically need to add to our roster of EMS Providers.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

None

## **POLICY IMPLICATIONS:**

None

## **DEPARTMENT HEAD RECOMMENDATION:**

I recommend adding this A-EMT applicant to our roster.

## **SUGGESTED MOTION:**

For the BOS to approve the hiring of A-EMT Carolyn Mercuri to the current roster of EMS providers for Amherst Fire Rescue and at the hourly rate of \$20.75.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Mercuri, Carolyn BOS Hiring 11.1.2023





# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Hiring of a Call Firefighter  
**Meeting Date:** November 6, 2023

**Department:** Fire Rescue  
**Staff Contact:** Matt Conley

---

## **BACKGROUND INFORMATION:**

In order to continue our call firefighter system of providing Fire Rescue services to the community, we periodically need to add to the roster.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

None

## **DEPARTMENT HEAD RECOMMENDATION:**

I recommend adding this applicant to the AFR roster.

## **SUGGESTED MOTION:**

For the BOS to approve the hiring of Probationary Firefighter Spencer Wright to the current roster of call firefighters for Amherst Fire Rescue at the recommendation of Chief Matthew Conley. The hourly rate for the probationary firefighter is \$12.24 per hour.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. Wright, Spencer BOS Hiring 11.1.2023



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Assessing

**Department:** Assessing

**Meeting Date:** November 6, 2023

**Staff Contact:** Michele Boudreau

---

## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Solar Exemption**

**Item A.** The attached Solar Exemption Application has been reviewed and the applicant qualifies for the Tax Credit 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 for a \$20,000 Solar Exemption. Therefore, I move to approve the Solar Exemption for Map 004, Lot 063-004 commencing in tax year 2024.

**Item A-1.** The attached Solar Exemption Application has been reviewed and the applicant qualifies for the Tax Credit 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 for a \$17,500 Solar Exemption. Therefore, I move to approve the Solar Exemption for Map 005, Lot 024-003 commencing in tax year 2024.

**Item A-2.** The attached Solar Exemption Application has been reviewed and the applicant qualifies for the Tax Credit 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 for a \$12,500 Solar Exemption. Therefore, I move to approve the Solar Exemption for Map 002, Lot 179-003 commencing in tax year 2024.

### **Veteran Tax Credit**

**Item B.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year.

**Suggested Motion:**

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 005, Lot 071-001 commencing in Tax Year 2024.

**Item B-1.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are 2 veterans that reside in this household.

**Suggested Motion:**

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 005, Lot 020-000 commencing in Tax Year 2025.

**Item B-2.** The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2024 tax year. There are 2 veterans that reside in this household.

**Suggested Motion:**

The attached application has been reviewed by our Assessor and our Assessor recommends granting this credit. Therefore, I move to approve the Veteran Tax Credit for Map 005, Lot 020-000 commencing in Tax Year 2025.

**TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

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



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** AP, Payroll and Minutes

**Department:** Administration

**Meeting Date:** November 6, 2023

**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Payroll**

**PR1**~ I move to approve one (1) FY23 Payroll Manifest in the amount of \$254,347.56 dated November 2, 2023, subject to review and audit.

#### **Accounts Payable**

**AP1** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$36,680.58 dated October 16, 2023, subject to review and audit. (NH DMV)

**AP2** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$228,437.74 dated October 26, 2023, subject to review and audit. (Vendors)

**AP3** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$3,445,738.00 dated November 1, 2023, subject to review and audit. (Schools)

**AP4** ~ I move to approve one (1) FY23 Accounts Payable Manifest in the amount of \$8,767.96 dated November 5, 2023, subject to review and audit. (Vendors)

#### **Minutes**

~ I move to approve the Board of Selectmen meeting minutes of October 23, 2023.

### **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. 2023.10.23 BOS\_DRAFT



**Town of Amherst, NH**  
**BOARD OF SELECTMEN MEETING MINUTES**  
**Barbara Landry Meeting Room**  
**2 Main Street**  
**Monday, October 23, 2023, 6:30PM**

1 Attendees: Chairman Peter Lyon, Selectman Bill Stoughton, Selectman John D'Angelo,  
2 Selectman Danielle Pray, and Selectman Tom Grella  
3 Staff present: Jennifer Stover, Executive Assistant  
4

5 **1. Call to Order**

6 Chairman Peter Lyon called the meeting to order at 6:30 p.m.  
7

8 **2. Pledge of Allegiance** – led by DPW Director, Eric Slosek.  
9

10 **3. Citizen's Forum**

11 None at this time.  
12

13 **5. Scheduled Appointments (*The Board took up this item at this time*)**

14 **5.1. Marty Karlon, Director of Communications and Legislative Affairs, NHRS**

15 Chairman Lyon explained that the Town is part of Group 2 as required for the Police and Fire  
16 Unions. The Town is not currently part of Group 1 but is currently discussing this potential.  
17

18 Marty Karlon, NHRS, gave an overview of the New Hampshire Retirement System.  
19

20 Selectman Stoughton stated that a concern with the decision regarding whether or not to join  
21 NHRS deals with the dollars paid by the Town going to fix issues from the past. Mr. Karlon  
22 stated 75 cents of each employer dollar pays for unfunded liabilities and that this is how the  
23 law is written by statute.  
24

25 Selectman Stoughton asked if Amherst is the largest Town in NH that is not in Group 1. Mr.  
26 Karlon stated that this is likely correct. Larger communities with employee pools may have  
27 seen incentives to join, as other large towns were already included in the system.  
28

29 In response to a question from Selectman Stoughton, Mr. Karlon stated that there is a process  
30 for withdrawal from NHRS. The Town would formally request this, and the process would be  
31 brought to the actuary.  
32

33 In response to a question from Selectman Stoughton regarding a current study group formed  
34 by the legislature, Mr. Karlon stated that this group is mostly reviewing adjustments to Group  
35 2.  
36

37 Selectman Grella asked if a Town worker would end up with the same pension as a  
38 schoolteacher through NHRS. Mr. Karlon explained that Group 1 contains employees and  
39 teachers. The benefits for employees and teachers are the same.

40

41 Selectman D'Angelo noted that this is a defined benefit plan. Mr. Karlon agreed. He stated  
42 that this is not inflation adjusted. These are granted ad hoc by the legislature. People can  
43 participate in both this and Social Security. Selectman D'Angelo explained that  $\frac{3}{4}$  of the  
44 Town's contribution would pay for issues from the past and the cost for NHRS by the Town is  
45 much higher than it will be in 17 years once these costs are paid off.

46

47 In response to a question from Selectman Pray, Mr. Karlon stated that death benefits are built  
48 into the rates.

49

50 Chairman Lyon asked if any towns have tried to remove themselves from NHRS. Mr. Karlon  
51 stated that he is not aware of any that have fully completed the removal.

52

53 Diane Layton, Ways & Means, asked if the 75% will remain steady while the past costs are  
54 being paid off. Mr. Karlon stated that this is the likely range.

55

56 Tom Silvia, Ways & Means, asked if employees could stay on the plan and new employees  
57 could move to a different plan, if the Town agrees to leave NHRS. Mr. Karlon stated that this  
58 is not the case. NHRS is all-or-nothing for new employees.

59

60 Tom Silvia noted that the employer contributes approximately 13.5% and the employee  
61 contributes approximately 7% in NHRS. He asked if the State makes an additional  
62 contribution. Mr. Karlon stated that it does not. Tom Silvia noted that it seems like every  
63 decision made in the past for the unfunded liability is basically being put on the employer to  
64 fund. Mr. Karlon agreed.

65

66 Bruce Bowler, DPW, asked if employees can buy into NHRS for years previously worked.  
67 Mr. Karlon stated that, within limits, the years worked for the Town can be bought into for  
68 prior service to the Town. This is an actuarial calculation.

69

70 Jennifer Stover asked how employees can decide if this is the right choice for them. Mr.  
71 Karlon explained that, if the Town were to join, by statute, employees have up to a year to  
72 decide if they want to become members. There are benefit formulas that can be reviewed.  
73 Employees will essentially accrue 1.5% of the average final salary for each year worked.

74

75 Joe Jordan, DPW, asked if there is any reduction in the Social Security benefit for employees  
76 if they join NHRS. Mr. Karlon stated that Group 1 would still be allowed the maximum Social  
77 Security benefit. If someone retires and wants to work part-time for an NHRS town, the  
78 person is limited to 1,352 hours/year, or 26 hours/week. If someone wants to come back for a  
79 full-time position, they can but their pension would stop.

80

81 Selectman Stoughton noted that Town employees currently contribute to a 457b retirement  
82 plan. He asked if, in the buy-in process, employees could use funds accumulated in that plan  
83 to buy in. Mr. Karlon agreed that this is a possibility.

84  
85 Chairman Lyon stated that the Board will not be making a decision on this item this evening.  
86

87 **5.2. CIP Plan Presentation**

88 Jason White, CIP Committee, presented the CIP Plan.

89  
90 Selectman D'Angelo stated that the CIP has no number from the Amherst School Board yet  
91 on its future proposals, outside of ongoing maintenance costs funded through a CRF.  
92 Regarding Amherst bonds, the Town has almost paid off the road bonds. This principal and  
93 interest is being replaced with the Conservation Commission land acquisition bond item. This  
94 will continue for 20 years. There are a number of potential additional bonds that could be  
95 considered.

96  
97 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*  
98 *accept the CIP Plan as presented.*

99 *Vote: 5-0-0; motion carried unanimously.*

100

101 **4. Board Discussion**

102 **4.1 Wage and Benefits discussion**

103

104 Selectman Stoughton addressed health insurance plans for employees. He explained that the  
105 Town's health insurance offerings were considered to see if they were in line with the  
106 marketplace and whether they were good for purposes of recruitment and retention. He  
107 explained that he, Debbie Bender, Jennifer Stover, Selectman Pray, and Town Administrator  
108 Shankle received presentations from two alternative plans. The Town's current plan has a  
109 \$500 deductible which is fully reimbursed by the Town. This is not currently where the  
110 marketplace is though. Other plans that are more common were presented by the carriers. The  
111 current thought is to offer two plans for employees to choose from. Choice 1 is a \$1,000  
112 deductible plan, 50% reimbursed by the Town, with the remainder out of pocket to the  
113 employee until they reach the deductible. The premium savings from this plan would be  
114 approximately 12.5%. Choice 2 is a high-deductible plan in which the Town will match  
115 employee Health Savings Account contributions. That money carries over from year-to-year,  
116 even if the employee leaves the Town or retires. The premium savings for this plan are  
117 approximately 25%. These choices would likely put the Town in a better situation regarding  
118 recruitment and retention. It also allows employees a choice and to be active in their choices.  
119 The Department Heads will next review these choices.

120

121 Selectman D'Angelo explained that moving employees onto different plans could change the  
122 administrative burden. Regarding the Health Savings Account, this is well worth it for the  
123 return on investment. Also, the Town has been working for years to get the Town employee  
124 percentage up to what the Police Union is already paying. It is unclear if going down on the  
125 employee percentage is going in the right direction. He has no objection to offering a choice  
126 to employees.

127

128 Selectman Stoughton explained that he has also been reviewing the Town's pay scale. He  
129 suggested taking the current pay scale, taking the bottom four steps and collapsing them into



130 Step 5. This will increase the starting salary for each grade. He would then like to add two  
131 steps to the top of the scale. This will allow more room for employees to grow in their  
132 positions. These are relatively low-cost solutions and could be a good way to provide a better  
133 starting point for fixing other pay scale issues the Town is having. The number of full-time  
134 employees that would move up into Step 5 would be 12 people. If this change occurred in  
135 January, the cost for the remainder of this year in full-time wages only would be  
136 approximately \$12,000. For FY25, the full cost of all step changes would be approximately  
137 \$100,000. He spoke with Department Heads about this suggestion and there seemed to be  
138 openness to the idea.

139  
140 Selectman D'Angelo agreed with closing in the bottom steps and adding the two steps at the  
141 top.

142  
143 Selectman Pray stated that she has been speaking with other towns and it seems the Town's  
144 pay scale deserves a bump. She agrees with the plan proposed.

145  
146 Chairman Lyon stated that the Town has had a recent inability to hire new people based on the  
147 pay scale not being where it needs to be. This stands independently of the proposal for NHRS.

148  
149 **4.2. Global Assumptions, including Cost of Living Adjustment**

150  
151 The Board discussed the Cost-of-Living Adjustment (COLA). Selectman D'Angelo stated that  
152 the CPI is approximately 3.5%. The Social Security adjustment is 3.2%.

153  
154 Selectman Pray stated that she would like the Board to consider a policy for deciding the  
155 COLA moving forward.

156  
157 Selectman Stoughton stated that the most recent increase in the CPI Urban Northeast was 3%.  
158 The State and Local Worker Wage Index will likely be approximately 3.3% for the year. The  
159 Town should likely consider a range between 3%-3.5%.

160  
161 Selectman D'Angelo noted that in the last two years, combined inflation has risen to 12%.  
162 Last year, the Town gave employees a 7% adjustment after initially considering 8%. He stated  
163 that he believes the Town still owes employees that extra 1%.

164  
165 Tom Silvia echoed Selectman D'Angelo's comments.

166  
167 Debbie Bender explained that Department Heads have been working on their budgets. Once  
168 she has the COLA in hand, she can start doing some wage forecasting.

169  
170 Selectman Grella suggested a 4% COLA. Selectman D'Angelo agreed on this as a placeholder  
171 but stated that he would make a point to try to increase this later. Selectman Stoughton  
172 explained that it would be easier to increase this number at a later date, but it would be  
173 difficult to lower it.

174  
175 The Board agreed to use 3.5% as a placeholder COLA amount for now.

176

177 **4.3. Review Ways & Means schedule with individual departments and assign**  
178 **Selectmen to schedule**  
179

180 The Ways & Means Committee reviewed its schedule for department meetings. Committee  
181 members have been scheduled for Department Head meetings.  
182

183 Diane Layton suggested that if the Town and Schools coordinated more with one another, a  
184 reduction in school administrative costs could help pay for an increase in town employee  
185 wages.  
186

187 **4.4. Treasurer's Stipend**

188 Chairman Lyon explained that the Town's Treasurer has retired. The Deputy Treasurer, Rick  
189 Katzenberg, has agreed to assume the duties until the Town vote in March. The stipend was  
190 previously approximately \$14,000. The Board could decide to adjust the stipend at this time,  
191 or after March. Selectman Pray noted that she reviewed some other town Treasurer stipends,  
192 which range from \$1,500-\$10,200/year. She discussed a figure of \$7,500/year with Debbie  
193 Bender, Finance Director, and both agreed that seemed fair.  
194

195 Selectman D'Angelo stated that he is not interested in lowering the stipend for the Deputy  
196 Treasurer, who is stepping up at this time. Chairman Lyon stated that the Deputy Treasurer  
197 would be okay with this change.  
198

199 *A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton to pay*  
200 *the Town Treasurer a stipend of \$7,500 annually, to be prorated for the remaining period of*  
201 *time and paid biweekly.*

202 *Vote: 4-1-0; motion carried [Selectman D'Angelo against].*  
203

204 **6. Administration**

205 **6.1. Administrative updates**  
206

207 Town Administrator Shankle stated that the Town is on schedule for the budget process this  
208 year. He explained that the new A/V equipment has been delivered.  
209

210 **6.2. Clearview closing update and required actions**  
211

212 Town Administrator Shankle noted that the Clearview closing will be on Wednesday.  
213

214 *A MOTION was made by Selectman Pray and SECONDED by Selectman Stoughton that*  
215 *Dean Shankle Jr., Administrator for the Town of Amherst, or Peter Lyon, Chairman Board of*  
216 *Selectmen for the Town of Amherst, each acting individually and independently is hereby*  
217 *appointed as Agent of the Board of Selectmen for the purpose of taking all actions*  
218 *appropriate, convenient, or necessary for closing and purchase of the Phase 1B portion of the*  
219 *purchase of Tax Map Lot 5-159-1 Boston Post Road, known as Units 3, 4, 5, 6, 7, 8, 9, 10, 11,*  
220 *23, 24, and 2, said property is situated in the Town of Amherst in the County of Hillsborough*  
221 *and State of New Hampshire; Pursuant to a sales agreement between Clearview Development*  
222 *LLC, the Town of Amherst, and the Amherst Land Trust, dated August 2023, by virtue of a*

223 *warranty deed from Clearview Development Group, LLC to the Town of Amherst to be*  
224 *managed by and through the Amherst Conservation Commission and the Amherst Land Trust,*  
225 *including the power to accept the deeds of conveyance on behalf of the Board of Selectmen in*  
226 *the Town of Amherst and to execute, deliver, and accept agreements, deeds, certifications,*  
227 *affidavits, or such other forms disclosures or documents he deems appropriate, convenient, or*  
228 *necessary to accomplish any of the foregoing; and to expend, pay, and deliver funds, purchase*  
229 *and sales proceeds, or other credits in furtherance of the foregoing.*  
230 *Vote: 5-0-0; motion carried unanimously.*

231

### 232 **6.3. Action Items**

233 The Board reviewed its action item list.

234

235 Chairman Lyon noted that the Town is considering collaborating with a cell company to  
236 improve cell service and get a new communications center antennae mast. Town  
237 Administrator Shankle will reach out to see if an independent agent can work on the Town's  
238 behalf for this.

239

## 240 **7. Staff Reports**

### 241 **7.1. New Hire - Recreation Administrative Assistant**

242

243 Craig Fraley explained that the Recreation Department would like to hire Kaitlin Fedi as the  
244 new Administrative Assistant for Parks and Recreation. This position was posted on  
245 September 26th and was posted as open until filled. There were six applicants for the position  
246 three were interviewed. Ms. Fedi has office experience as well as customer experience from  
247 her past work experiences. He recommended hiring Kaitlin at Grade 6 Step 1, \$23.24 per hour  
248 for the Regular Part-time position.

249

250 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
251 *Hire Kaitlin Fedi as the Recreation Administrative Assistant starting at Grade 6, Step 1 at*  
252 *\$23.24 per hour.*

253 *Vote: 5-0-0; motion carried unanimously.*

254

### 255 **7.2. Exterior Painting of Buck Meadow Clubhouse**

256

257 Craig Fraley explained that the Buck Meadow Clubhouse is in need of exterior painting . The  
258 Parks and Recreation Department put an RFP out on March 22, 2023, and received zero  
259 proposals. Six local companies were invited to submit one and there was no response. He  
260 reached out directly to 603 Painting and received a quote. This project will be paid for out of  
261 the -02 Revolving Fund for the user fees collected for the use of the building. This project will  
262 be completed before winter.

263

264 Town Administrator Shankle expressed concern that no bids were received. He is also  
265 concerned that only one bidder was reached out to directly to receive a quote. The Town  
266 Departments needs to get better with their bidding processes.

267

268 Selectman Stoughton stated that he believes this proposal seems reasonable.

269

270 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray for the*  
271 *Buck Meadow Clubhouse to be painted by 603 Painting at a cost of \$10,725, plus the cost of*  
272 *paint, to be paid for out of the Recreation Revolving Fund.*

273 *Vote: 5-0-0; motion carried unanimously.*

274

### 275 **7.3. Baboosic Lake Community Septic committee charter revision**

276

277 DPW Assistant Director, Joe Jordan, explained that the DPW desires to update the Baboosic  
278 Lake Septic Committee charter. The charter was established by the Board in 2019. The  
279 committee that was established by the charter never met due to COVID-19. As DPW has been  
280 working to make improvements to the management of the community septic system, it has  
281 become clear that the committee should be reestablished, and the charter updated. He stated  
282 that he would reach out to all of the previous committee members to receive letters of interest.

283

284 The Board discussed the makeup of the committee.

285

286 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to adopt*  
287 *the updated Baboosic Lake Septic Committee charter, as presented.*

288 *Vote: 5-0-0; motion carried unanimously.*

289

### 290 **7.4. Town Building cleaning bids**

291

292 DPW Director Slosek explained that the Town was recently notified by its cleaning vendor,  
293 The Cleaning Connection, that they will no longer provide services to clean Town buildings  
294 as of November 1<sup>st</sup>. An RFP for Town cleaning services was recently advertised and received  
295 six bids. After consideration of the bids, he recommended awarding a contract to Jay  
296 Mckenna Cleaning, as the lowest qualified bid.

297

298 In response to a question from Selectman D'Angelo, Eric Slosek explained that the cost  
299 proposed is a weekly cost for all Town buildings.

300

301 In response to a question from Selectman Pray, Eric Slosek explained that he would propose  
302 to ask Jay Mckenna Cleaning for a contract to review tomorrow. There was discussion  
303 regarding review of the contract by the DPW Director and potentially Town Counsel, if  
304 needed.

305

306 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*  
307 *award a contract to Jay Mckenna Cleaning Services, LLC., not to exceed \$1,553.00 per week.*  
308 *Further, to authorize the DPW Director to sign the related agreement.*

309 *Vote: 5-0-0; motion carried unanimously.*

310

### 311 **7.5 DPW Pilot Plowing Contract**

312

313 Eric Slosek stated that the DPW has been working to identify opportunities to attract help for  
314 winter snowplowing. Despite efforts in the last two years, including adjusting the hourly  
315 rates to become more competitive with other communities and the State, the Town has failed

316 to secure contracts for plowing town roads. The Town has recently been working with Knott's  
317 Landcare, a local contractor, to develop a contract that makes sense for the Town and  
318 contractors alike. The result of discussions is the development of a fixed-fee contract. This  
319 concept helps to provide the contractor security to make the necessary investments in labor  
320 and equipment to perform the requested services. It also provides the Town security knowing  
321 that there will be necessary help for winter weather events. Last year, the Town was short-  
322 handed by as many as six plow routes. Being short-handed puts a heavy burden on the  
323 remaining staff to complete the work.

324  
325 Eric Slosek stated that he is seeking approval to award a fixed-fee contract to Knott's  
326 Landcare LLC, of Amherst, for snowplowing services in the amount of \$27,500. Further, to  
327 request that the competitive bidding requirement under the Town Purchasing Policy be  
328 waived for this award. The proposal is to consider this agreement a pilot-program for this  
329 year. Over the winter he will continue to fine-tune how to create a fixed-fee agreement work  
330 best for the Town and contractor alike. The proposal is to advertise plowing contracts for  
331 competitive bidding next year.

332  
333 Selectman D'Angelo suggested considering this with additional contractors as well, in order  
334 to have multiple data points.

335  
336 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
337 *award a snow plowing contract to Knott's Landcare for the amount of \$27,500.00. Further, to*  
338 *wave the Town purchasing requirements requiring competitive bidding for this award and*  
339 *authorize the DPW Director to sign the related agreement.*  
340 *Vote: 5-0-0; motion carried unanimously.*

341

## 342 **8. Approvals**

### 343 **8.1 Assessing**

344

#### 345 **Veteran Tax Credit**

346 **Item A.**

347 The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies  
348 for the Tax Credit under RSA 72:28 for the 2024 tax year.

349

350 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
351 *approve the Veteran Tax Credit for Map 001, Lot 012-000 commencing in Tax Year 2024.*

352 *Vote: 5-0-0; motion carried unanimously.*

353

354 **Item A-1.**

355 The attached Veteran Tax Credit Application has been reviewed and the applicant qualifies  
356 for the Tax Credit under RSA 72:28 for the 2024 tax year.

357

358 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
359 *approve the Veteran Tax Credit for Map 002, Lot 002-029 commencing in Tax Year 2024.*

360 *Vote: 5-0-0; motion carried unanimously.*

361

362 **Solar Exemption**



363 **Item B.**  
364 The attached SOLAR EXEMPTION Application provided has been reviewed and the  
365 applicant qualifies for the Tax Credit under RSA 72:62 for the 2024 tax year.

366  
367 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*  
368 *approve the solar exemption in the amount of \$12,500 for map 005, lot 090-004 commencing*  
369 *in tax year 2024.*

370 *Vote: 5-0-0; motion carried unanimously.*

371

## 372 **8.2 AP, Payroll, & Minutes**

### 373 **Payroll**

374

375 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
376 *approve one (1) FY23 Payroll Manifest in the amount of \$245,030.75 dated September 30,*  
377 *2023, subject to review and audit.*

378 *Vote: 5-0-0; motion carried unanimously.*

379

380 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
381 *approve one (1) FY23 Payroll Manifest in the amount of \$250,347.12 dated October 19, 2023,*  
382 *subject to review and audit.*

383 *Vote: 5-0-0; motion carried unanimously.*

384

### 385 **Accounts Payable**

386 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
387 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$42,431.89 dated October*  
388 *2, 2023, subject to review and audit. (NH DMV)*

389 *Vote: 5-0-0; motion carried unanimously.*

390

391 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
392 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$9,689.83 dated*  
393 *September 4, 2023, subject to review and audit. (Vendors)*

394 *Vote: 5-0-0; motion carried unanimously.*

395

396 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
397 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$7,697.72 dated October*  
398 *5, 2023, subject to review and audit. (Vendors)*

399 *Vote: 5-0-0; motion carried unanimously.*

400

401 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Pray to*  
402 *approve one (1) FY23 Accounts Payable Manifest in the amount of \$505,401.81 dated*  
403 *October 12, 2023, subject to review and audit. (Vendors)*

404 *Vote: 5-0-0; motion carried unanimously.*

405

### 406 **Minutes**

407 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
408 *approve the corrected meeting minutes of July 20, 2023.*

409 *Vote: 5-0-0; motion carried unanimously.*

410

411 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
412 *approve the meeting minutes of September 1, 2023, as presented.*

413 *Vote: 5-0-0; motion carried unanimously.*

414

415 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
416 *approve the meeting minutes of September 14, 2023, as presented.*

417 *Vote: 5-0-0; motion carried unanimously.*

418

419 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
420 *approve the meeting minutes of September 25, 2023, as presented.*

421 *Vote: 5-0-0; motion carried unanimously.*

422

423 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman D'Angelo to*  
424 *approve the meeting minutes of October 10, 2023, as presented.*

425 *Vote: 5-0-0; motion carried unanimously.*

426

#### 427 **9. Action Items**

428 The Board reviewed its new action items.

429

#### 430 **10. Old/New Business**

431

432 Selectman Grella stated that the Village Streets Committee had a lot of participation from  
433 residents during the recent site walk visit. The Committee will meet to discuss this item  
434 tomorrow night.

435

436 Chairman Lyon stated that the Cemetery Trustees are holding an open house at Forestview on  
437 October 28, 2023, at 1pm.

438

439 Selectman D'Angelo noted that he attended a CIP/Financial Planning lunch-and-learn at  
440 NHMA last week. It seems that the Town is doing well with its current CIP process.

441

442 Selectman Pray noted that the Police Department's Trunk or Treat will be held this Saturday  
443 from 4pm-6pm.

444

#### 445 **11. Adjournment**

446

447 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Stoughton to*  
448 *adjourn the meeting at 9:16pm.*

449 *Vote: 5-0-0; motion carried unanimously.*

450

451 **NEXT MEETING: November 6, 2023**

452

453

454

\_\_\_\_\_  
*Selectman Bill Stoughton*

\_\_\_\_\_  
*Date*