



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara Landry Meeting Room
2 Main Street
MONDAY, MAY 13, 2024 6:30 PM

Call to Order

Pledge of Allegiance

1. Public Hearing: Pursuant to New Hampshire RSA 41:11 and 47:17 for the proposed No Through Trucking Ordinance

- 1.1. Public Hearing for No Through Trucking Ordinance

Citizens' Forum

2. Scheduled Appointments

- 2.1. Will Ludt, Heritage Commission, NH Preservation Alliance and NH Division of Historic Resources recognition

3. Administration

- 3.1. Administrative Updates
3.2. Draft Town Common Policy revision
3.3. Police CBA
3.4. Community Power Plan update
3.5. Revision to the Employee Policy Handbook Policy 320 Deferred Compensation
3.6. Reorganization of CIP Board
3.7. Road Name request
3.8. Action Items

4. Staff Reports

- 4.1. Appointment of Dalton Mutz (APD)
4.2. Proposal for Reallocation of Funds/Bid Award
4.3. Appointment of Treasurer

- 4.4. Request for use of Impact Fees - Buck Meadow Engineering & Design
- 4.5. Village Streets Grant Application (SS4A)
- 4.6. Town wide Bridge & Culvert Assessment
- 4.7. TF2 Culvert Replacement Proposal (HTA)
- 4.8. Impervious Surface Discussion (Concerning Stormwater Utility)

5. Consent Agenda

- 5.1. Consent Agenda Motion
- 5.2. AP and Payroll Approvals
- 5.3. Baboosic Lake Community Septic Warrants
- 5.4. Use of Town Common- Amherst Tree Lighting
- 5.5. Assessing, Consent Agenda

6. Other Approvals

- 6.1. Use of Town Common- Cong. Church of Amherst-Annual Frederick Douglas Reading, Saturday June 29, 2024 from 11:30-2:30pm.
- 6.2. Assessing
- 6.3. Hawkers, Vendors, Peddlers Permit request
- 6.4. Minutes

7. New Action Items

8. Old/New Business

Adjournment

Next Meeting: Tuesday May 28, 2024

You are invited to a Zoom webinar.

When: May 13, 2024 06:30 PM Eastern Time (US and Canada)

Topic: BOS Meeting 5/13/24

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88228618954>

Or Telephone: +1 309 205 3325 US

Webinar ID: 882 2861 8954



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

Title: Public Hearing for No Through
Trucking Ordinance

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Public Hearing Notice and Draft Ordinance for No Through Trucking, May 13, 2024

TOWN OF AMHERST, NH
Board of Selectmen

NOTICE OF PUBLIC HEARING

**The Barbara Landry Meeting Room- 2 Main Street
Monday May 13, 2024, at 6:30 PM**

Pursuant to the authority granted to the Board of Selectmen of the Town of Amherst by virtue of NH RSA's 41:11 and 47:17, the Board of Selectmen will hear input from citizens regarding the proposed "No Through Trucking Ordinance of the Town of Amherst" at their regular meeting. A copy of the ordinance is posted on the Town website.

All citizens are invited to attend.

TOWN OF AMHERST
ORDINANCE

1. Purpose:

In order to ensure the safety of residents, pedestrians, and vehicles on town-maintained roadways and, pursuant to RSA 41:11, the Board of Selectmen hereby excludes certain motor vehicles from Town roadways identified in Appendix A.

2. Title:

This Ordinance shall be known and may be cited as the “No Thru Trucking Ordinance of the Town of Amherst.”

3. Authority:

NH RSA 41:11 and NH RSA 47:17

4. Use of Roadways:

All motor vehicles having a gross vehicle weight rating (GVWR) of 26,001 pounds or more shall be excluded from the Town maintained roadways identified in Appendix A. The definition of GVWR is defined in NH RSA 259:38-b. Certain roadways may be given different weight restrictions as specifically identified in Appendix A. The weight of the vehicle shall be determined by using the total combined GVWR of a vehicle and trailer as installed by the manufacturer. Such gross weight as shown shall be conclusive in determining whether a motor vehicle is excluded from the Town roadways as provided in this ordinance.

5. Exemptions:

A. The following motor vehicles having a GVWR of 26,001 pounds or more are exempt:

- 1) Town vehicles
- 2) Emergency vehicles as defined by NH RSA 259:28
- 3) School and public transportation buses
- 4) Public utility vehicles in the performance of official duties
- 5) Vehicles making local deliveries within the excluded portion of the roadway
- 6) Vehicles of private contractors engaged to perform work on behalf of the Town, public utilities or owners of property abutting or otherwise having

access from the excluded portion of said roadways or any other road accessible only via the excluded section.

- 7) Vehicles owned by a resident of any street listed in Appendix A

6. Waivers:

The Select board shall have the authority in extraordinary circumstances to grant written permission to an applicant who applies in writing to permit deviation from the provisions of this ordinance, where the applicant demonstrates, in the sole and exclusive discretion of the Select board, the circumstances are unique, the alternative route is unreasonable, and the use of the restricted public highway is in the public interest. The Board shall have the authority to attach such conditions to the grant of the waiver, as it deems prudent and necessary.

7. Posting:

A sign shall be erected at each end of the excluded roadways giving notice of this ordinance.

7. Modification:

The addition or deletion of a Town maintained roadway to this ordinance will occur only after a notice and hearing as required by state statute.

8. Penalty

Whoever violates this ordinance shall be guilty of a violation and shall be fined \$150 for a first offense and \$250 for a subsequent offense.

EFFECTIVE DATE

Having held a public hearing, the Board of Selectmen voted to adopt this Ordinance on the _____ day of _____, 2024, which shall be the effective date hereof.

IN WITNESS HEREOF, a majority of the Board of Selectmen have hereunder set their hands.

TOWN OF AMHERST
BOARD OF SELECTMEN

Danielle Pray, Chair

William Stoughton, Vice Chair

Peter Lyon

Thomas Grella

Cynthia Dokmo

DRAFT

Appendix A

Prohibited Roadways

- 1.) Merrimack Road between the Milford town line and Route 122
- 2.) Austin Road
- 3.) Courthouse Road from Route 122 to Amherst Street

*******The following roads have specific GVWR prohibitions*******

- 4.) Boston Post Road from Mont Vernon Road to Amherst Street shall be **68,000 GVWR**
- 5.) Mont Vernon Road shall be **68,000 GVWR**
- 6.) New Boston Road shall be **68,000 GVWR**



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

Title: Administrative Updates
Meeting Date: May 13, 2024

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Draft Town Common Policy revision **Department:** Administration
Meeting Date: May 13, 2024 **Staff Contact:**

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Town Commons Policy
2. DRAFT TownCommonPolicy4-17rev



TOWN OF AMHERST

Town Hall
P.O. Box 960
Amherst, NH 03031
www.amherstnh.gov

2 Main Street
Tel: 603/673-6041
Fax: 603/673-6794

TOWN COMMONS POLICY

Definitions

The Town Commons, as referenced in this policy, are defined as the Main Street Common (the large common on Main Street in the Village); the Pierce Common (bordering Main Street and Pierce Lane); the Spalding Common (bordering Main, Amherst and Knight Streets); and the School Street Park (bordering Main, School and Middle Streets).

General Usage

The Town Commons are public areas intended for use by the public. Their uses shall be free, as they are community areas and should be used by groups and members of the Town. Therefore, no individuals or organizations using the Commons shall prevent anyone from entering onto the Common spaces. Any event that requires admission will not preclude a resident from passing through on the Main Street Common's pathways.

Individuals and organizations using the Town Commons shall be responsible for any damage incurred by or as a result of their use. As well, individuals and organizations are responsible for ensuring that all refuse generated by their use is collected and disposed of properly. If Amherst's Department of Public Works is needed to restore any portion of the area to its condition prior to usage, the individuals or organizations responsible will be billed for these services.

Any permission granted by the Board of Selectmen or Town Administrator's Office for use of the Commons, shall in no way be construed as a license for any individuals or organizations to claim exclusive use of all the Town Commons, to expect special police protection or traffic control, to alter any of the Common areas, to block pedestrian or vehicle traffic, become disorderly, or in any other way violate the law.

- According to the Revised Town of Amherst Ordinance dated August 25, 1998, no persons shall possess an open container of any alcoholic beverage in or upon any common, park, playground, cemetery or public building in the Town.
- According to the Revised Town of Amherst Ordinance dated May 1, 1973, the driving, riding, walking or exercising of horses or ponies on all public commons, parks, playgrounds, cemeteries or sidewalks is prohibited.
- According to the revised Town of Amherst Ordinance dated May 1, 1973, the playing of baseball, football, volley ball and soccer is prohibited on all public parks and commons, except at diamonds or areas expressly designated for such purposes.

Activities Requiring Prior Approval

Approval from the Board of Selectmen is required to use the Commons for the following activities or events:

Activities or events which include the sale of goods and/or services, or any other commercial transactions. Activities or events sponsored by non-profit businesses/organizations, the Town may require an organization to present a copy of its non-profit status as approved by the Federal Government or the State prior to granting approval. Activities or events which involve 25 or more participants. Activities or events which are to be publicized or advertised prior to the activity or event.

To gain approval for such activities or events, individuals or organizations shall submit a request in writing to the Board of Selectmen. The Town reserves the right to not approve any activity that may deem inappropriate for the intended use and purpose of the Town Commons, or which may cause harm to the inhabitants of the Town of Amherst.

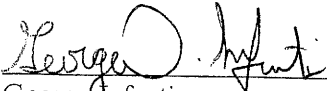
Reserving the Town Commons

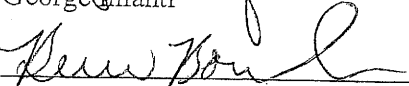
Individuals or organizations seeking to reserve part or all of the Commons shall submit a request in writing at least a month prior to the requested date of use and each request must specify the dates, time and duration of the reservation and the area to be reserved. Specific hours can be requested, but will be designated by the Board of Selectmen. Requests shall be honored on a "first-come, first-served" basis. Electric power shall be arranged for through the Department of Public Works by individuals or organizations.

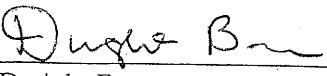
Requests to reserve part or all of the Town Commons for more than one date shall be received by the Board of Selectmen. While the reservation for the initial date shall be honored on a "first-come, first-served" basis, reservations for the subsequent dates may not be granted, if the Board deems that doing so unduly restricts the use of the Town Commons by other individuals or organizations.

No reservation shall be required for spontaneous gatherings.

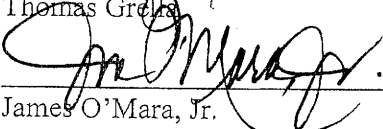
Individuals or organizations shall carry sufficient liability insurance and list the Town of Amherst as an additional insured. Insurance is needed if the event includes major physical activity and moderate/severe exposure to participants; expect attendance of over 100; large amounts of cash (\$1,000) or quantities of merchandise will be brought onto the Town Commons; and food will be served, sold and/or given to the general public.


George Infanti


Bruce Bowler


Dwight Brew


Thomas Grella


James O'Mara, Jr.

Dated: 10 May 2010

DRAFT, Town Common Policy, revised

Definitions

The Town Commons, as referenced in this policy, are defined as the Main Street Common (the large common between Main Street, Church Street and School Street in the Village), the Pierce Common (bordering Main Street, Pierce Lane, and Courthouse Rd), the Spalding Common (bordering Main, Amherst and Knight Streets), the Civil War Memorial Common (bordering School Street, Church Street and Middle Street), Huntington Common (bordering Amherst Street, Courthouse Road and Middle Street), and the School Street Park (bordering Main, School and Middle Streets).

General Usage

The Town Commons are public areas intended for use by the public. Therefore, no individuals or organizations using the Commons shall prevent anyone from entering onto the Common spaces. Any event that requires admission will not preclude a resident from passing through on a Common space's pathways.

Use of the Town Commons are subject to all applicable laws and ordinances, including the following:

- According to the Revised Town of Amherst Ordinance dated August 25, 1998, no persons shall possess an open container of any alcoholic beverage in or upon any common, park, playground, cemetery or public building in the Town.
- According to the Revised Town of Amherst Ordinance dated May 1, 1973, the driving, riding, walking or exercising of horses or ponies on all public commons, parks playgrounds, cemeteries, or sidewalks is prohibited.
- According to the revised Town of Amherst Ordinance dated May 1, 1973, the playing of baseball, football, volleyball and soccer is prohibited on all public parks and commons except at diamonds or areas expressly designated for such purposes.

Individuals or organizations shall carry sufficient liability insurance and list the Town of Amherst as an additional insured if the event includes major physical activity and moderate/severe exposure to the participants, or includes attendance of over 100, or for which large amounts of cash (\$1,000) or quantities of merchandise will be brought onto the Town Commons, or for which food will be served, sold and/or given to the general public.

Activities Requiring Prior Approval

Approval from the Board of Selectmen is required to use the Commons for the following activities or events:

- Activities or events which include the sale of goods and/or services, or any other commercial transactions.
- Activities or events sponsored by an organization claiming non-profit status, prior to Federal or State approval of such status.

- Activities or events which involve 25 or more participants.
- Activities or events which are to be publicized or advertised prior to the activity or event.

To gain approval for such activities or events individuals or organizations shall submit a request in writing to the Board of Selectmen.

The payment of required fees shall not imply that an event will be approved. The Town reserves the right to deny any application. The Board of Selectmen will consider, among other things, the time and duration of the event, other activities planned to take place at or around the timing of the proposed event, potential impacts on traffic and safety access, and the potential disruption and inconvenience to residents of any proposed event in deciding whether to approve the event.

Approval of an event shall not constitute Town endorsement of the event, or of any position on any topic that may be discussed or advocated by or at the event.

Any permission granted by the Board of Selectmen for use of the Commons shall in no way be construed as a license for individuals or organizations to claim exclusive use of all the Town Commons, to expect special police protection or traffic control, to alter any of the Common areas, to block pedestrian or vehicle traffic, become disorderly, or in any other way violate the law.

Fees and Costs

Use of the commons shall be free for town sponsored events and for other events of fewer than 250 people. Fees for other events shall be \$250 for 250 to 500 people per day, \$500 for 500 to 1,000 people, \$750 for between 1,000 and 2,000 people, and \$1,000 for 2,000 or more people. The Board of Selectmen may waive these fees for good cause shown. These fees are in addition to the expense reimbursements discussed below.

Costs incurred by the town for services such as police, fire rescue, and department of public works will be the responsibility of the event applicant. While every effort will be made to identify these potential costs ahead of the event, unforeseen costs for these services brought about by the need to provide safety and well-being of persons during the event will be borne by the event applicant. Individuals and organizations using the Town Commons shall be responsible for all damage incurred by or as a result of their use. Individuals and organizations are responsible for ensuring that all refuse generated by their use is collected and disposed of properly. If Amherst's Department of Public Works, or any outside hired contractor, is determined by the Town (in its sole discretion) to be needed to restore any portion of the area to its condition prior to usage, the individuals, or organizations responsible will be billed for these services. The Town may require the deposit of reasonable amounts to cover costs as a condition of approval of the application.

Electric power availability and cost shall be arranged for through the Department of Public Works by individuals or organizations. Electric power is not guaranteed.

Reserving the Town Commons

Individuals or organizations seeking to reserve part or all of the Commons shall submit a request in writing at least a month prior to the requested date of use and each request must specify the dates, time, and duration of the reservation and the area to be reserved. Specific hours can be requested but

approved hours will be designated by the Board of Selectmen. Requests shall be considered on a “first-come, first served” basis after town-sponsored events.

Requests to reserve part or all of the Town Commons for more than one date shall be received by the Board of Selectmen. While the reservations for the initial date shall be honored on a “first-come, first-served” basis, reservations for the subsequent dates may not be granted, if the Board deems that doing so unduly restricts the use of the Town Commons by other individuals or organizations.

No reservations shall be required for spontaneous gatherings to do not otherwise require approval. Spontaneous shall mean without premeditation or external stimulus.

DRAFT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Police CBA

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

This contract was approved by the BOS, town meeting and the union. The BOS just needs to sign it.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

Motion to sign the approved contract.

ATTACHMENTS:

1. 2024-PD-Contract

AGREEMENT

BETWEEN

THE TOWN OF AMHERST, NEW HAMPSHIRE

AND

THE AMHERST POLICE DEPARTMENT EMPLOYEES

LOCAL 3657

OF THE

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL

EMPLOYEES

EFFECTIVE ON JULY 1, 2024

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Duration of Agreement

This Agreement shall be in full force and effect when executed and shall expire on June 30, 2027.

ARTICLE 1 - AGREEMENT

This Agreement between the Town of Amherst, New Hampshire (hereinafter called the "Town") and the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called the "Union") is made and entered into on this 18th day of December, 2023.

ARTICLE 2 - PURPOSE

The purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the Recognition clause hereof.

ARTICLE 3 - RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for: All regular permanent members of the Town's Police Department to include:

- | | |
|---------------------|------------------------|
| Full-Time Patrolmen | Sergeants |
| Senior Patrolmen | Patrolman/Investigator |

2. Excluded from recognition or coverage under this Agreement are the Chief of Police, the Lieutenants, Executive Assistant, and Full Time Clerical.

3. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those employees in the Bargaining Unit set forth in Section 1 of this Article.

ARTICLE 4 - DEFINITIONS

Employee, as hereinafter used, refers to members of the bargaining unit.

ARTICLE 5 - NON-DISCRIMINATION

The Town and the Union agree not to discriminate against a member of the unit because of race, creed, color, sex, sexual orientation, marital status, disability, age, religion, national origin or membership or non-membership in the Union.

ARTICLE 6 - UNION BUSINESS

1. The Union officers and representatives shall be the Chairman, the Steward and an alternate who shall be permitted to assume the duties of the Chairman or Steward in their absence, and shall be a member of the negotiating team.

2. The union shall advise the Town of the names of the employees holding Union office.

3. Union officers, as described above, shall be permitted to process grievances through the grievance procedure during their scheduled hours of duty, provided they have prior approval of the Chief or his designee and the amount of time in which officers are engaged in such activity is reasonable.

ARTICLE 7 - PROBATIONARY PERIOD AND SENIORITY

1. The probation period shall be six (6) months in length. It shall commence after completion of the Police Academy, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire. The Union shall not challenge a termination during the probationary period through the grievance procedure.

2. Employees who are hired and not required to attend the Police Academy shall have a six (6) month probationary period.

3. Seniority shall mean the length of full-time service with the Police Department, beginning with the first day of employment and shall only be applicable after the completion of the probationary period.

4. Termination of Seniority: Seniority for all purposes shall be terminated for any of the following reasons:

- A. Resignation
- B. Discharge
- C. Failure to report for work in accordance with the provisions of a recall notice.
- D. Absence for five (5) consecutive working days without notifying the Town.
- E. Failure to be recalled from layoff or return to work due to any non-occupational illness or accident for a period of twenty-four (24) months.
- F. Retirement.

5. Where two (2) or more employees are hired on the same date, their date of birth shall determine who the senior employee is.

6. Seniority shall prevail in matters concerning layoffs and recalls. The laid-off employee is responsible for maintaining a current address with the Department. If the laid-off employee fails to respond within twenty one (21) calendar days of the postmark of a recall notice, all recall rights will be waived. Such notice shall be sent certified return receipt. Qualified and available permanent employees shall be recalled before new employees are hired, provided however, recall rights shall not extend beyond twenty-four (24) months from the date of layoff.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

1. During the term of this Agreement, work schedules shall be determined in the best interest of the department by the Chief.

2. **Workday and Work Week** – The work schedule for an employee shall consist of (5) consecutive eight-hour days followed by two consecutive days of rest or four (4) consecutive 10 hour days followed by three (3) consecutive day of rest. The schedule cycle for the bargaining unit shall contain a combination of 4/3 and 5/2 schedules as deemed appropriate by the Chief of Police. At times when shift change occurs, the work schedule for one week may consist of up to six (6) consecutive eight-hour days followed by a minimum of two (2) consecutive days of rest. The Town agrees to implement the hybrid 7/5 schedule. The 7/5 schedule may be deviated from due to permanent vacancies only. Modifications may occur by mutual agreement by the Town and the Union.

3. **Overtime** - All hours worked in excess of eight (8) hours per day in a five day work week, or ten (10) hours per day in a four day work week, or forty (40) hours per week shall be paid at one point five (1.5) times the normal hourly rate. For overtime purposes, time spent on private work details shall not be counted in determining the numbers of hours worked.

4. Any full-time regular employees covered by this Agreement, required by the Department to testify in Court or Hearing during off-duty hours, shall be entitled to a minimum of three (3) hours at the employee's overtime hourly rate of pay. Court time worked in excess of three (3) hours shall be paid at the employee's overtime hourly rate for actual time. Any Court or Hearing fees paid shall be endorsed over to the Town.

Full-time employees who are called back to work after the conclusion of their regular workday shall be paid for a minimum of two (2) hours of service at the rate of one point five (1.5) times the employee's normal hourly rate. If the need for services is less than two (2) hours, an employee's supervisor may, but shall not be compelled to, release the employee from further duty before the conclusion of the two (2) hour minimum time span. The employee will be guaranteed two (2) hours pay at one point five (1.5) times the normal hourly rate upon arrival at the workplace. If the employee is required to be called back more than once during a single two (2) hour period, the employee shall only be paid for one call back period. This section does not apply to scheduled overtime, call back times annexed to the beginning of the work shift, to hold-over time annexed to the end of the work shift, or telephone calls that do not require the officer to report to work.

5. Hours paid but not worked shall be counted in determining hours worked for the purpose of computing overtime pay.

6. Each employee is entitled to a lunch break of forty-five (45) minutes and is entitled to one (1), fifteen (15) minute coffee break. Employees will remain available for emergency and back log calls.

7. Overtime, other than required to complete normal duty requirements, shall be assigned by the Chief. This includes assignments to fulfill any department commitments.

ARTICLE 9 - PROMOTIONS/ASSIGNMENTS/ADVANCEMENTS

1. Eligibility Criteria for Promotions:

- a. Employees must have two (2) years or more experience as a full-time police officer with the Amherst Police Department to be eligible to apply for promotion.
- b. Applicants' past performance in the law enforcement field must be free of any serious disciplinary action within the last two (2) years. "Serious disciplinary action" is defined as any action resulting in an officer's suspension from duty without pay.

2. Applicants must receive a seventy percent (70%) or higher grade on the written examination, selected by the Chief of Police.

3. Applicants must receive a seventy percent (70%) or higher grade on the oral examination from members of the Oral Board selected by the Chief of Police.

4. The promotion score shall be computed as follows:

Written Exam	45%
Oral Exam	45%
Chief's Recommendation	10%

5. One point shall be added to the combined scores for each year spent with the Amherst Police Department, up to ten years. For each subsequent year, after ten, the candidate shall receive half a point per year.

6. The final selection is to be made by the Board of Selectmen from the list of qualified candidates as submitted by the Chief of Police to the Board.

7. The criteria for advancement to the rank of Senior Patrolman, which shall be one grade above patrolman, shall be that the officer has:

a. Satisfied all criteria for eligibility for promotion (Section 1).

1. Complete the final step at the patrolman level

2. Be free of any serious disciplinary actions within the last year, Serious Disciplinary Action is defined in Article 9 section 1 subsection b.

8. Senior Patrolmen will perform decision making and other supervisory duties in the absence of superior officers.

9. The criteria for the assignment to the Patrolman/Investigator position is as follows:

a. Satisfied all criteria for eligibility for promotion. (Section 1)

b. Satisfactorily passed the written exam of the promotion process.

c. Selected from a screening process determined by the Chief of Police.

10. Employees in the position of Patrolman/Investigator shall be paid at the equivalent step in the senior patrolman grade.

11. Individuals assigned to the Patrolman/Investigator position are advanced to the senior patrolman grade only for the duration of the assignment, unless he/she is currently in the grade.

12. School Resource Officer Assignment.

a. Eligibility for Assignment Selection:

1. Must have two (2) years' experience as a full-time police officer.

b. Assignment Selection Process:

1. All eligible officers will submit a letter of interest to the Chief of Police within two (2) weeks of the date the assignment is posted.

2. All interested officers who have met the eligibility for Assignment Selection (Section A) will participate in the process as determined by the Chief of Police.

c. Duration of Assignment:

1. The duration of the School Resource Officer assignment is at the sole discretion of the Chief of Police.

Article 10 – Salaries

The Town of Amherst and the Union agree to adopt the salary matrix attached hereto as Appendix A.

1. Effective 7/1/2024 - Increase wage matrix for patrolman and senior patrolman by sixteen percent (16%). Increase wage matrix for sergeants by fifteen percent (15%) Employees shall not receive a step increase during the 2024-2025 contract year.
2. Effective 7/1/2025 - Increase wage matrix for all grades by four percent (4.0%). Employees eligible for a step shall receive same on their anniversary date of employment.
3. Effective 7/1/2026 - Increase wage matrix for all grades by three percent (3.0%). Employees eligible for a step shall receive same on their anniversary date of employment.
4. All employee's except probationary Patrolmen, shall move to the next step on their anniversary date. Probationary Patrolmen shall move to Step 2 upon certification and to Step 3 after one (1) year of service.
5. All employees who have been promoted shall move to the lowest step in the higher pay grade that will afford the employee a pay raise. The employee will then move to the next step in the new pay grade on his/her next anniversary date.
6. Longevity: The Town recognizes the value of long-time employees, and employees who have completed five (5) years of continuous service with the Department and have reached the top of the labor grade step system are eligible for a longevity bonus.

"Employee's completing (5) years of continuous services shall be paid a longevity bonus of \$500.00."

"Employee's completing (10) years of continuous service shall be paid a longevity bonus of \$1,000.00"

"Employee's completing (15) years of continuous service shall be paid a longevity bonus of \$1,500.00"

"Employee's completing (20) years of continuous service shall be paid a longevity bonus of \$2,000.00"

Longevity bonuses shall be paid during the second week of December each year. Termination between July 1st and December 15th will include longevity due the employee. The cut-off date for purposes of computing eligibility for longevity pay will be December 31st of the year in which longevity is paid.

7. The Town will provide employees with the option of direct deposit for their paychecks.
8. Investment – The Town will offer participation in the Town 457 (b) program without any monetary match.
9. FTO pay: Any employee who is designated by the Police Chief to serve as a field training officer (FTO) and who serves as a FTO during the contract year, shall receive a stipend of \$750.00.

10. Shift Differential Pay: Employees who are assigned to any shift other than day shifts will receive a one dollar (\$1.00) per hour shift differential.

ARTICLE 11 – OUTSIDE DETAIL

1. The Officer shall be paid at the rate of sixty dollars (\$60.00) per hour.
2. All details shall be posted in four (4) hour blocks with each four (4) hour block subject to its own four (4) hour minimum, with the following exceptions:
 - a. *In the event that the same officer is assigned to a detail which extends beyond the initial four (4) hour block, that officer will be paid only for additional hours worked.*
 - b. *Detail assignments for SAU #39 events will be posted for the duration requested, e.g., a detail for sporting event coverage which is five hours in duration will be posted as a single five hour block. However, should the duration of an SAU #39 detail be less than four hours, the four (4) hour minimum rule still applies.*
3. Where details are cancelled with less than one hour of notice, the four (4) hour minimum shall apply.
4. All outside details shall be offered to permanent qualified sworn personnel (including the Lieutenants and Chief who are outside the Bargaining Unit) before being opened to other sworn personnel. The Chief of Police shall have the ability to assign employees to detail assignments in the event that they are not voluntarily filled.
5. The Chief will determine, in coordination with the outside employer, the manner the outside work detail is to be performed. This shall include manner of dress, duties and responsibilities.
6. Under no circumstances will the taking of private details interfere with duty requirements, including court appearances.
 - a. Officers will not sign for any detail which will not allow ample time to report for scheduled duty.
 - b. Officers shall not sign for details which are to be performed prior to scheduled duties that exceed four (4) hours.
 - c. Officers will not sign for extended details, after completion of their regular shifts, which will prevent the individual from getting sufficient rest to satisfactorily perform his/her normal duties.

Any exceptions to the above require approval of the Chief of Police.

ARTICLE 12 - HOLIDAYS

1. The following eleven (11) paid holidays are allowed the unit employees:

- | | | |
|-----------------------|---------------------|------------------|
| New Year's Day | Memorial Day | Veteran's Day |
| Washington's Birthday | Independence Day | Thanksgiving Day |
| Civil Rights/MLK day | Labor Day | Columbus Day |
| Christmas Day | Employee's Birthday | |

2. Employees who do not work on a holiday shall be paid for eight (8) hours at their regular straight time rate. Employees who work on a holiday shall be paid the aforesaid eight (8) hours at their regular straight time rate and in addition shall be paid one and one-half (1 1/2) times their straight time rate for hours actually worked on the holiday.

3. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.

4. Employees shall be entitled to the holiday pay referred to in Section 1 if they worked their last scheduled work day preceding and their first scheduled work day following the particular holiday, or are on a paid leave on those days.

5. The employee's birthday shall be a holiday for the purpose of pay. That is, the employee shall be paid in accordance with the existing holiday policy; on the month and day which she/he was born.

6. If the State of New Hampshire adopts Juneteenth as a State holiday, it shall be added to the holidays listed in Section 1 of this Article.

ARTICLE 13 - MILITARY SERVICE

Any full time employee is entitled upto ten (10) days leave with pay annually for duty with the reserve components of the Armed Forces of the United States of America or the New Hampshire National Guard. This shall not affect the employee's annual vacation. The Town will pay a full time employee for such service in the military the difference between the military earnings and regular pay for the period. In order to qualify for this payment, the employee must first submit documentation verifying the amount received from the military. This Article shall not apply to employees ordered to extended active duty.

ARTICLE 14 - LEAVES OF ABSENCE

Employees may be granted unpaid leave of absence at the sole discretion of the Chief of Police. Denial of such leaves by the Chief of Police shall not be arbitrary or capricious.

Employees shall be granted five (5) days of paid leave of absence in the case of the death of a mother, father, spouse, child or step-parent. An employee shall be granted three (3) days of paid leave of absence in the case of the death of a brother, sister, grandparent, grandparent-in-law, and father and mother-in-law. An additional two (2) days of leave (paid or unpaid) may be granted at the sole discretion of the Chief of Police. An employee may be granted up to two (2) days of leave (paid or unpaid) due to the death of any other individual.

Personal Days

With prior approval of the Chief of Police, employees shall be granted two (2) personal leave days per year which may be taken at any time during the year. Such approval shall not be unreasonably withheld. Employees may use up to two (2) sick days per year as personal days.

Personal Days Incentive: Employees shall receive one hundred percent (100%) payback on unused personal day(s) as of the employee’s anniversary. This shall be paid in the month following the employee’s anniversary.

ARTICLE 15 - UNIFORM ALLOWANCE

1. During the term of this Agreement, the following uniform allowance shall be in effect:

a. Officers, performing patrol duties, shall be issued the following items in quantities indicated:

<u>Nomenclature</u>	<u>Quantity</u>
Hat	1
Badges	2
Cap, Plate	1
Collar, Brass	2 Pair
Shirt, Short Sleeve	5
Shirt, Long Sleeve	5
Trousers	4
Jacket, Light Weight	1
Jacket, Winter	1
Raincoat, w/Hat Cover	1
Vest, Traffic	1
Vest, Bullet Proof	1
Weapon	1

Belt, Sam Brown	1
Holster	1
Pouch, Ammunition	1
Holder, Night Stick	1
Handcuffs	1
Handcuff Case	1
Winter Gloves	1 Pair

2. All officers are to be held responsible for issued items and will replace any lost items at no expense to the Town. Officers will not utilize items issued to other personnel for the purpose of making up shortages.

3. Any officer assigned to full-time duties, requiring the wearing of civilian clothing, shall be given a \$600.00 clothing allowance to purchase appropriate attire within sixty (60) days of the appointment. The employee shall then be given an allowance of \$400.00 payable to the employee annually on or before July 1, of the given year. No additional \$200.00 allowance shall be paid until one year after payment of the original \$600.00 allowance.

4. The Town will reimburse employees who seek reimbursement of up to \$300.00 for the purchase of department-approved footwear, gloves and/or emergency equipment over a two (2) year period. Employees covered by this contract may seek reimbursement during the 2 year period for item (s) purchased Reimbursement will be approved by the Chief of Police upon presentation of valid purchase receipt(s).

5. The Department shall replace any issued equipment damaged in the line of duty or by fair wear and tear. This shall be at no cost to the officer.

6. The Town of Amherst shall provide cleaning at no expense to the officer for issued uniforms or civilian attire, if required to wear on a full time basis.

ARTICLE 16 - VACATIONS

1. During the 2024-2025 contract year, employees shall receive their vacation in a lump sum on their anniversary date. Thereafter, employee shall accrue vacation on a monthly basis at rates consistent with their annual accrual as described in Section 2.

2. Employees shall begin to accrue vacation on their date of hire at the rate of 80 hours per year. Probationary employees may not use their accrued vacation until they complete their probationary period. Employees having completed twelve (12) months of service will be eligible for 80 hours of vacation. Employees having completed five (5) years of service will be eligible for 120 hours of vacation. Employees having completed ten (10) years of service will be eligible for 160 hours of vacation. Employees having completed fifteen (15) years of service will be eligible for 200 hours of

vacation. For purpose of clarification, this means that an employee in his sixth (6th) year of service may take 120 hours vacation.

3. No employee shall take less than one (1) week, nor more than two (2) weeks of vacation at any one time. Vacation time may be taken in smaller increments at the sole discretion of the Chief of Police.

4. Vacation time may be carried over to the following year subject to the following restrictions:

a. All but first year employees must use at least 80 hours of vacation annually. If the required 80 hours of vacation are not used annually, they will be forfeited, excepting instances where the employee is denied by the town the opportunity to use any portion of the 80 hours. Those hours that the employee is denied the opportunity to use by the town will not be forfeited.

b. No employee may accumulate more than 200% of their then current annual vacation accrual (example – an employee earning 80 hours per year cannot carry more than 160 hours total).

c. Beginning on July 1, 2011, vacation in excess of the above accrual limit will be paid to the employee in the month following their individual anniversary date, at straight time.

5. Each employee may request his/her vacation preference by March 1st of each year. Vacation preferences received prior to March 1st shall be granted based on seniority. After March 1st, vacation requests shall be granted on a first-request basis and shall normally be submitted to the Chief of Police a minimum of three (3) weeks prior to the days requested. Waivers of the three (3) week requirement shall be granted at the sole discretion of the Chief of Police. After consultation with the employee to determine preferences to resolve conflicting dates and with due regard to employee's seniority and other departmental priorities, the Chief will enter the employee's vacation on the schedule. The vacation schedule for the Department will be determined at the sole discretion of the Chief.

6. In the event of voluntary resignation, layoff, retirement or death, the eligible employee, his/her designated beneficiary, or his/her estate shall be entitled to payment for all unused vacation.

ARTICLE 17 - DUES DEDUCTION

1. Upon individual written authorization signed by a Union member covered by this Contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

2. Members of the Bargaining Unit who elect not to join the Union shall pay a fair share fee to the Union. The fair share fee may not exceed the actual membership dues and shall cover the costs of negotiating and maintaining this Agreement. The method of deduction provision of Section 1 of this Article shall be likewise applicable to this Section, as shall the hold harmless provision.

ARTICLE 18 - DISCIPLINE AND TERMINATION FOR CAUSE

1. All disciplinary actions shall be taken in a fair manner and shall be consistent with the infractions for which disciplinary action is being taken.

2. Any employee suspended or discharged shall be provided with a written statement of the reason(s) for the action taken

3. Disciplinary actions will normally be taken in the following order:

- a. Verbal Warning
- b. Written Warning
- c. Probation
- d. Suspension without Pay
- e. Discharge

Refer to the Department Employee Discipline Policy.

4. No employee shall be penalized, reduced in rank, disciplined, suspended or discharged without just cause.

5. Employees who are absent from work for more than five (5) working days and who have not been granted a leave of absence during that period, or who do not present justifiable evidence showing they were unable to report, shall be deemed to have quit.

6. The personnel record of an employee shall be a reflection of his/her service with the Police Department. After three (3) years from the date of any disciplinary action, the record of that action shall be considered stale. That is, the record of any disciplinary action shall not be used against the employee if a period of three (3) years has elapsed.

ARTICLE 19 - GRIEVANCE PROCEDURE

1. Definition: A grievance under this Article is defined as an alleged violation of any of the provisions of this Agreement.

NOTE: An employee who has a "complaint" must take up the complaint with his/her immediate supervisor verbally before he/she can process the complaint as a formal grievance. The immediate

supervisor shall give his/her answer within three (3) days (except weekends and holidays). It is anticipated that nearly all complaints can be resolved informally without grievance.

2. Procedure: Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this agreement allegedly violated, the relief requested and the extent to which the grievant has sought an informal adjustment of the grievance.

Step One: An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than ten (10) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Police Chief shall meet with the employee and Union Steward within ten (10) days following receipt of the notice and shall give a written decision within five (5) days thereafter.

Step Two: If the employee or the Union is not satisfied with the decision of the Police Chief, he/she may file, within five (5) days following the receipt of the Chief's decision, a written appeal with the Town Administrator setting forth the specific reasons why he/she believes the grievance is valid. Within ten (10) days following receipt of the appeal, the Town Administrator shall issue a written decision or schedule a meeting. Said meeting shall be held no later than ten (10) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter. By mutual agreement, an additional ten (10) days may be added to this step to hold the meeting.

Step Three: If the employee or the Union is not satisfied with the decision of the Town Administrator, the Union may file, within twenty (20) days following the receipt of the decision of the Town Administrator file an appeal with the Board of Selectmen setting forth the specific reasons why he/she believes the grievance is valid. Within ten (10) days following receipt of the appeal, the Board of Selectmen shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

Step Four: If the employee or the Union is not satisfied with the decision of the Board of Selectmen, the Union may file, within twenty (20) days following the receipt of the decision of the Board of Selectmen, a request for arbitration to the New Hampshire Public Employees Labor Relations Board under its rules and regulations, unless the parties agree to otherwise select an arbitrator. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is, multiple grievances before the same arbitrator will not be allowed. His decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding on the parties

3. The fees and expenses of the PELRB and the arbitrator shall be borne by the losing party. The parties further agree should the grievance be resolved after the arbitrator's cancellation date, any fees and expenses shall be shared equally by the parties.

4. The foregoing time limitations may be extended by mutual agreement of the parties.

5. Failure of grievant to abide by the time limits set out in this Article shall result in the grievance being deemed abandoned.

ARTICLE 20 - MISCELLANEOUS

The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the Department for employees to read. All such notices shall be on the Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or sensitive or which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE 21 - SAFETY/EQUIPMENT

The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations.

ARTICLE 22 - EMPLOYEE BENEFITS

1. The Town shall provide the following benefits to each employee; in the event the benefit involves insurance coverage, the Town reserves the right to select the carrier.

2. Life Insurance - In the amount of the employee's base annual salary, (round to the nearest \$1,000.00) payable in the event of death of an employee to a beneficiary designated by the employee. This insurance becomes effective after thirty (30) days employment.

3. Workers' Compensation Insurance - Covering the Town's statutory liability for injuries to the employee arising out of, and in the course of, their employment.

4. When an employee qualifies to receive workers' compensation benefits, the Town, for a period not to exceed ninety days, will pay the difference between the employee's base hourly wages and the benefit received from the insurer. Should the employee continue to receive workers' compensation benefits beyond the ninety day period, the employee may supplement the benefit received from the insurer through use of accrued sick and vacation leave

5. Short Term Disability Insurance - Providing weekly indemnity for off the job health problems after a seven (7) day waiting period and up to one hundred eighty (180) days of disability. The amount of the indemnity shall be sixty-six percent (66%) of the basic weekly salary.

6. Long Term Disability Insurance - Providing weekly indemnity for off the job health problems after one hundred eighty (180) days. The amount of indemnity shall be sixty-six percent (66%) of the basic weekly salary.

7. Health Insurance -The Town shall provide the following health insurance plan for Union members:

The Harvard Pilgrim HMO HSA \$2000 Plan

- A. Employee premium contribution rates for the HMO HSA \$2000 plan will be ten percent (10%).
 - B. For employees participating in the HMO HSA \$2000 plan, the Town will match the employee's HSA contribution in 2024, 2025 and 2026 in an amount up to \$1000 (single coverage and up to \$2000 (two person/family coverage).
 - C. During the term of this agreement employees shall have the option of remaining on the Super HMO plan \$25/\$500 (or any plan that may replace it) on the same terms that are available to non-represented Town employees.
 - D. The Town of Amherst will provide an IRS 125 Dependent Care Flex Spending Account for use by members of the bargaining unit.
 - I. Further, incorporated by reference shall be the Benefit Handbook for the aforementioned plan. A signed copy will be available for the Town of Amherst and the Bargaining Unit.
 - II. The parties agree that any change to the current health care benefits shall be by mutual agreement
 - III. The Town and the Union shall mutually agree upon all facets of Health care insurance prior to implementation of any new carrier or program or change.
8. The parties agree, upon request by either party to reopen, this section of the agreement for discussions on additional health insurance plans, in addition to the existing plan. Additional plan(s) will only be added by mutual agreement

9. Health Insurance Stipend - An employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the Town), or has other existing health insurance, may elect to receive a taxable stipend in lieu of carrying duplicate coverage through the Town. The stipend is based upon the level of the plan that the employee is eligible, i.e., 1-Person, 2-Person, or Family. Proof of insurance and a completed Health Insurance Stipend Agreement is required on an annual basis. The rates are as follows:

Single = \$4000.00 Two-Person = \$7500.00 Family = \$10000.00

10. Dental Insurance - Providing NE Delta Dental coverage or equivalent, A - 100%, B - 80%, C - 50%, \$25.00 deductible; \$1,000 maximum per person per contract year. The Town will pay the amount equivalent to one hundred percent (100%) of the single person premium. In addition, the Town will pay ninety percent (90%) of the premium cost above the single plan for two person and family membership. The Town will offer Delta Dental Group 1 to the bargaining unit. All costs above and beyond standard plan will be paid by the employee.

11. Liability Insurance - Through a General Liability Insurance Policy currently in effect.

12. Retirement - The Town shall pay its share of the cost of employee participation in the New Hampshire Retirement System.

13. Sick Leave

Amended by the Town 2/6/23, agreed between the Union and the BOS August 2023

The Town of Amherst provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- * Regular full-time employees
- * Regular part-time employees (pro-rated)

Annual Sick Leave: Eligible employees will accrue sick leave benefits at the rate of 3.076 hours per pay period (80 hours per year). Probationary employees will begin accruing sick leave on their date of hire, but may not use sick leave until they have completed their probationary period. For Regular part-time employee's sick time will accrue on a pro-rated basis based on their actual hours worked. An eligible employee may use sick leave benefits for an absence due to his or her own illness or injury, or that of a child, parent, parent-in-law, spouse, or domestic partner of the employee. Sick leave benefits may also be used to care for any sick or injured family member not otherwise specified who resides with the employee. Sick leave benefits are intended solely to provide income protection during periods of illness, injury, or FMLA leave and may not be used for any other absence.

Sick Leave Incentive: Employees have two options on their respective anniversary date: 1) the employee may elect to receive payment for 50% of their unused annual sick leave, with the remaining 50% being applied toward their accumulated sick leave; or, 2) the employee may elect to have 100% of their unused annual sick leave applied toward their accumulated sick leave. The 50% payout/50% application to accumulated sick leave is the default. Any employee wishing to move 100% of their remaining annual sick time to their accumulated sick leave must email Payroll 30 days prior to their anniversary.

Once an employee has reached their maximum accumulated sick leave accrual of 240 hours, all unused annual sick leave shall be paid at 100%. Payment shall be made in the month following the employee's anniversary date. Upon separation from employment, the employee shall be paid for any unused annual and accumulated sick leave as outlined below:

- *50% paid after less than 5 years of eligible service
- *75% paid after 5 years of eligible service
- *100% paid after 10 years of eligible service

Sick leave benefits (Annual and Accumulated) will be calculated based on the employee's base pay rate at the time of absence or separation and will not include any special forms of compensation, such as overtime, incentives, commissions, bonuses, or shift differentials. As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits (e.g., Short Term Disability). Sick leave benefits shall be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation, or the Town of Amherst-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement may be required to verify the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits. Before returning to work from a sick leave absence of 3 calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

14. Educational Incentive - Employees with an Associate's degree shall receive an annual amount of Five Hundred Dollars (\$500) payable in equal bi-weekly installments throughout the year; employees with a Bachelor's degree shall receive an annual amount of One Thousand Dollars (\$1,000) payable in equal bi-weekly installments throughout the year; employees with a Master's degree shall receive an annual amount of One Thousand – Five Hundred Dollars (\$1,500) payable in equal bi-weekly installments throughout the year.

Effective July 01, 2018 the educational incentives will increase to the following:

Associates Degree = \$750.00.

Bachelor's Degree = \$1250.00

Masters Degree = \$1750.00

The parties agree that new hires shall not be eligible for any educational incentive payment during that employee's probationary period and until that employee has successfully completed his/her

probationary period as set forth in Article 7, Section 1. All degrees must be from an accredited college or university.

15. Educational Allowance Policy - It is the policy of the Town to provide an educational allowance to the full time employees in accordance with the following guidelines:

- a. The educational allowance will be provided only for courses which the Selectmen determine are applicable to the employee’s present job. Therefore, in order to guarantee reimbursement, requests for the educational allowance must be approved by the Chief of Police prior to enrollment. Employees should have the support of their department head prior to submitting a request.
- b. The Selectmen’s review of an educational allowance, will include but not be limited to, the following factors:
 - 1. The nature and purpose of the study;
 - 2. The benefits to be derived by the employee and the Town;
 - 3. The level of responsibility and length of service of the employee; and
 - 4. Lost time while program is being attended.
- c. To qualify for the educational allowance, the employee must have completed one year of service with the Town and must meet the educational, professional or any other prerequisites.
- d. The typical number of classes an employee shall be eligible for reimbursement per Calendar year is two (2), with prior approval. Additional classes may be eligible for reimbursement dependent on prior approval and the availability of funds.
- e. In an effort to encourage academic excellence, the Town of Amherst will provide a performance based reimbursement for educational assistance based on GPA as follows:

Course Grade	Percent Reimbursement	Max Amount (Under Grad/Grad)
A+ - A-	(4.0 to 3.7 GPA) 75%	\$598.50/1095.00
B+ - B-	(3.3 to 2.7 GPA) 50%	\$399.00/730.00
C+ - C-	(2.3 to 2.0 GPA) 25%	\$199.50/365.00

Employees who take courses at the specific request of management, may be reimbursed for all costs in advance.

f. Upon completion of the course, the employee shall submit a certified transcript of grades and a receipt for the expense incurred, the Town will reimburse the employee for expenses incurred for tuition, textbooks, registration and fees.

g. An employee who voluntarily leaves Town service less than six months after completion of the course, will be required to reimburse the Town for the educational allowance prior to or at issuance of their last paycheck.

16. Prescription and Vision Insurance - The Town will make available group prescription and vision insurance at cost to the employee should the Union ask for such plan and said plan is available.

ARTICLE 23 - MANAGEMENT'S RIGHTS

1. The parties agree that all the rights and responsibilities of the Town which have not been specifically provided for in this Agreement are retained in the sole discretion of the Town whose right to determine and structure and goals, purpose, functions and policies of the Town which shall include but not be limited to the following:

- a. The right to direct employees, to determine qualifications, promotional criteria, hiring criteria, standards for work, and to hire, promote, transfer, assign, retain employees in positions; and to suspend, demote, discharge or take other disciplinary actions against an employee; and
- b. The right to relieve an employee from duty because of lack of work or other legitimate reasons; and
- c. The right to take such action, as in its judgment, it deems necessary to maintain the efficiency of Police Department operations; and
- d. The right to determine the means, methods, budgetary and financial procedures, and personnel by which the Police Department operations are to be conducted; and
- e. The right to take such actions as may be necessary to carry out the missions of the Police Department in case of emergencies; and
- f. The right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith; and
- g. The right to sub-contract.

2. It shall be the right of the Union, however, to present and process grievances of its members whose wages, working conditions or status of employment are changed in violation of this Agreement as a result of Management's exercising the above mentioned rights.

ARTICLE 24 - STABILITY OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 25 - FAMILY AND MEDICAL LEAVE POLICY

Pursuant to the provisions of the Family and Medical Leave Act of 1993, effective August 5, 1993, the Town of Amherst will allow all eligible employees up to twelve (12) weeks of unpaid job-protected leave each year for specified family and medical reasons. This leave is granted with the continuation of health benefits if insurance was provided before the leave was taken. The continuation of health insurance is based on the same terms as if the employee had continued to work.

Definitions and Pertinent Terms:

1. Eligible Employee is an employee who has worked for at least twelve (12) months and has worked at least 1250 hours over the previous twelve (12) months. The 1250 hours shall include only hours worked, not sick, vacation, personal, or overtime hours.
2. Leave Year is the twelve (12) month period measured forward from the date an employee uses any FMLA leave.
3. Specified Family and Medical Reasons are:
 - a. For the birth or placement of a child by adoption or foster care;
 - b. To care for an immediate family member (spouse, child or parent) with a serious health condition; or
 - c. To take medical leave when the employee is unable to work because of a serious health condition.
4. Parent is defined as direct parent but not a parent "in-law".

5. Son or Daughter shall mean a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (a) under eighteen (18) years of age; (b) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

6. Serious Health Condition shall mean an illness, impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay in a hospital, hospice, or residential medical care facility);
- b. Any period of incapacity requiring absence of more than three (3) calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, and for prenatal care.

7. Job Protection - Upon return from FMLA leave, an employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

8. Personal Medical Leave Period - Employees who request FMLA leave for personal medical reasons shall be required to use available sick time as part of the twelve (12) weeks of leave available. FMLA leave for personal medical purposes will not interfere with the short term and long term disability insurance programs offered to full time Town employees. The time out on short term, long term or worker's compensation status shall count towards the twelve (12) weeks of leave available per year. The employee may continue to use available sick hours to supplement their wage payments from various compensation programs.

9. Intermittent Leave - Allows an employee to take leave by reducing the usual number of hours per day or work week.

LEAVE APPLICATION PROCESS

Leave for Child Care

Any employee who wishes to make application for Family Leave under this section shall put their request in writing to their respective Department Head at least thirty (30) days prior to the anticipated date that the leave will begin. This leave period may be taken as unpaid and/or paid leave (subject to conditions outlined in the Amherst Police Department Contract) with the total combined paid and unpaid leave time not to exceed twelve (12) weeks following the date of the birth, adoption or placement of a child in the home. Any leave time taken under this section must be completed within twelve (12) months of the birth, adoption or placement of a child. Unless medically necessary, all leave shall be taken as complete days and weeks unless approval is granted by the Department Head and Board of Selectmen for an intermittent or reduced work schedule.

In an instance where both parents work for the Town, the family is entitled to a total of twelve weeks of leave in the twelve (12) months following the eligible event.

Leave for Serious Illness on the Part of Employee

An employee who wishes to make an application for medical leave under this heading shall be required to give thirty (30) days' notice of the need for leave if the need is foreseeable. In the instance where the leave is requested for planned medical treatment, the employee is required to schedule treatment so that it will not unduly disrupt the employer's operation. With the request for leave, the employee shall submit a medical certification to support the application.

In the event that the need for leave arises from an emergency illness or medical need, the employee is responsible for notifying their Department Head at the earliest possible time but not later than their next regularly scheduled work day. Notification of any other individual, other than their respective department head, will jeopardize the leave request. As soon as possible following the emergency, the employee will be responsible for submitting medical certification in support of the leave request.

The employee may use a combination of paid and unpaid leave using existing sick time, vacation time, personal time and disability insurance for the twelve (12) week period. If medically necessary, an employee may use intermittent leave to reduce the usual number of hours per day or work week.

The Town reserves the right to request a second or third medical opinion to support the leave request and also reserves the right to request periodic re-certifications during the leave period. The Town will be responsible for the cost of any added medical opinions. In addition, the Town reserves the right to periodically confirm with the employee of their intent to return to work following the leave.

Leave for Serious Illness on the Part of an Immediate Family Member or Parent

An employee who wishes to make an application for medical leave under this heading shall be required to give thirty (30) days' notice of the need for leave if the need is foreseeable. In the instance where the leave is requested for planned medical treatment, the employee should make every effort to schedule treatment so that it will not unduly disrupt the employer's operation. With this request, the employee shall submit a medical certification to support the application. The employee may use a combination of paid and unpaid leave using existing vacation time or personal time for the twelve (12) week period. If medically necessary, an employee may take reduced leave to reduce the usual numbers of hours per day or work week.

In the event that the need for leave arises from an emergency illness or medical need, the employee is responsible for notifying their Department Head at the earliest possible time but no later than their next regularly scheduled work day. Notification of any other individual, other than their respective Department Head, will jeopardize the leave request. As soon as possible following the

emergency, the employee will be responsible for submitting medical certification in support of the leave request.

The Town reserves the right to request a second or third medical opinion to support the leave request and also reserves the right to request periodic recertification during the leave period. The Town will be responsible for the cost of any added medical opinions. In addition, the Town reserves the right to periodically confirm with the employee of their intent to return to work following the leave.

ARTICLE 26 RETIREMENT SPIKING PROTECTION

1. Notwithstanding any other provision in this agreement, any payment to an employee otherwise due upon his/her retirement shall be reduced by such amount as is necessary to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. Any such reduction will be paid to the employee one day after the date necessary to prevent the Town from being assessed by the New Hampshire Retirement System under RSA 100-A:16 III-a. In the event of a legislative change resulting in a reduction of the 125% cap that would apply to this contract, the parties will continue to apply this provision on the basis of a 125% cap until they negotiate a change to this provision.


Current as of 6/30/2024	Grade	COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	9	2.00%	\$ 26.62	\$ 27.74	\$ 28.90	\$ 30.10	\$ 31.35	\$ 32.01	\$ 32.55	\$ 33.30
Detective/Senior Patrolman	10	2.00%	\$ 28.45	\$ 29.63	\$ 30.87	\$ 31.63	\$ 32.94	\$ 33.61	\$ 34.30	\$ 34.98
Sergeant	14	2.00%	\$ 32.90	\$ 34.28	\$ 35.70	\$ 36.58	\$ 38.09	\$ 38.89	\$ 39.66	\$ 40.46
Effective 7/1/2024 16% for grade 9 and 10 and 15% for grade 14, all without annual step movement	Grade	COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	9	16.00%	\$ 30.88	\$ 32.18	\$ 33.52	\$ 34.92	\$ 36.37	\$ 37.13	\$ 37.76	\$ 38.63
Detective/Senior Patrolman	10	16.00%	\$ 33.00	\$ 34.37	\$ 35.81	\$ 36.69	\$ 38.21	\$ 38.99	\$ 39.79	\$ 40.58
Sergeant	14	15.00%	\$ 37.84	\$ 39.42	\$ 41.06	\$ 42.07	\$ 43.80	\$ 44.72	\$ 45.61	\$ 46.53
Effective 7/1/2025 4% with annual step movement	Grade	COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	9	4.00%	\$ 32.11	\$ 33.47	\$ 34.86	\$ 36.31	\$ 37.82	\$ 38.62	\$ 39.27	\$ 40.17
Detective/Senior Patrolman	10	4.00%	\$ 34.32	\$ 35.75	\$ 37.24	\$ 38.16	\$ 39.74	\$ 40.55	\$ 41.38	\$ 42.20
Sergeant	14	4.00%	\$ 39.35	\$ 41.00	\$ 42.70	\$ 43.75	\$ 45.56	\$ 46.51	\$ 47.43	\$ 48.39
Effective 7/1/2026 4% with annual step movement	Grade	COLA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Patrol Officer	9	3.00%	\$ 33.08	\$ 34.47	\$ 35.91	\$ 37.40	\$ 38.96	\$ 39.78	\$ 40.45	\$ 41.38
Detective/Senior Patrolman	10	3.00%	\$ 35.35	\$ 36.82	\$ 38.36	\$ 39.30	\$ 40.93	\$ 41.76	\$ 42.62	\$ 43.47
Sergeant	14	3.00%	\$ 40.53	\$ 42.23	\$ 43.98	\$ 45.06	\$ 46.92	\$ 47.91	\$ 48.86	\$ 49.84

For AFSCME, Local 3657


for the Town of Amherst

 Dated 5/1/24
Sgt. Justin Gerome

_____ Dated _____

 Dated 5/1/24
Sgt. Kevin Kelly

_____ Dated _____

 Dated 05/01/24
Ofc. Hans Chapman

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____

_____ Dated _____



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Community Power Plan update

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

Explanation from Emily Manns Standard Power:

"Attached please find an updated copy of the approved Amherst Community Power Plan. I updated Exhibit 1 History with the affirmative town vote and PUC approval, and Exhibit II, first paragraph I added a sentence required by the PUC regarding changes that are effective on the customer's next meter read date.

These changes do not materially affect your program, but updates to the Plan should be approved by the Select Board at their convenience."

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Motion to approve updated Community Power Plan as attached.

TOWN ADMINISTRATOR RECOMMENDATION:

Concur.

ATTACHMENTS:

1. Amherst CP Plan with four exhibits final March 12, 2024



Town of Amherst

COMMUNITY POWER PLAN

Approved by the Select Board

December 18, 2023

Prepared by Standard Power, 17 Technology Way, Nashua, NH 03060

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I. Amherst Community Power Overview

The Town of Amherst will develop and implement its Community Power Program (Program) as described in this Community Power Plan (Plan) developed with public input by the Energy Committee, which has been designated as the Community Power Aggregation Committee (Committee).

I.a. Introduction

Community Power creates new electricity supply choices for Amherst residents and businesses with the potential for cost and environmental benefits beyond that of the Default Service supply from the electric distribution utility, Eversource. Instead of simply utilizing the utilities' electricity supply, Amherst will bundle together the electricity needs of its residents and businesses and put out a bid for an electricity supplier to provide the necessary electricity at competitive prices. With Community Power, the Town is able to make strategic pricing decisions about when to solicit bids and lock in fixed pricing for multiple years. The Town can also increase the amount of renewable energy available to individual customers and the community. Eversource will continue to manage billing and maintain wires and poles.

Although the electrons powering our community may in literal terms come from regional utility scale electricity producers, power in the region and country is ultimately tracked and sold on abstract marketplaces. A Community Power program will bring these options and benefits to the residents and businesses of Amherst.

This Plan is intended to guide the implementation of the Amherst Community Power Program. It is a living document; elements of this plan are likely to change over time based on evolving laws and energy supply options. This plan reflects options currently available or expected in Eversource New Hampshire service territory and provides flexibility for adding options in the future as warranted to benefit the Amherst community.

I.b. Mission Statement

Amherst Community Power will work to provide new electricity supply choices for Amherst residents and businesses with the goal of cost and environmental benefits beyond that of the default service supply from the utility; and will act in accordance with RSA 53-E:6 and develop a plan to provide electric power supply and services to our community at competitive costs, with the option for environmental benefits.

II. Process to Develop and Approve Plan

The process to develop a Community Power program involves community input to develop the Plan that will govern program operation and local- and state-level review and approval of the Plan. Approving the Community Power Plan does not obligate the Town to launch a program if conditions are not favorable. The process to develop and approve the Plan is summarized here, and full details on each step are available in **Exhibit I**.

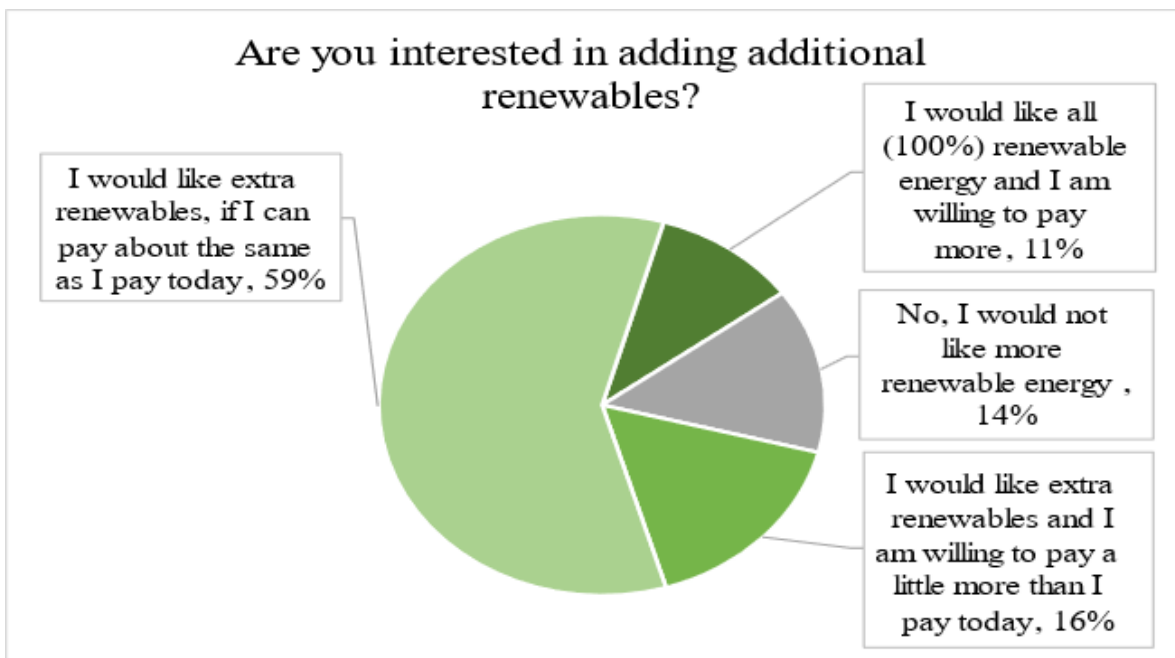
Before implementation, a review and approval process is required to ensure that the Plan satisfies all of the statutory requirements, including that the Plan provides universal access, reliability and equitable treatment for all classes of customers. The Amherst Plan was developed to demonstrate that the Amherst Community Power Program satisfies all the requirements necessary.

The process to develop the Plan, consistent with New Hampshire Revised Statutes Annotated (RSA) 53-E, is the following:

1. Creation of Community Power Aggregation Committee,
2. Creation of a Draft Plan with public hearings,
3. Approval of a Plan by Community Power Aggregation Committee,
4. Board of Selectmen adopts the Plan and votes to submit the Plan to Town Meeting,
5. Approval of the Plan at Town Meeting, and
6. Review and approval of the Plan by the Public Utilities Commission.¹

To develop the Plan, the Town engaged the consulting team of Standard Power to assist the Committee in its work at no cost to the Town budget and no obligation to move forward with a program. This team provides complete Community Power services.

The Committee released a Community Survey to receive public input on an Amherst Community Power Plan. Details of how the survey was widely shared with the community can be found in **Exhibit I**. Results of the survey and implications for the Plan are attached as **Exhibit IV**.



Amherst Community Survey 2023. Full results in **Exhibit IV**.

¹ Alternatively, the Plan may be submitted to the PUC for review before Town Meeting.

III. Customer Participation

III.a. Applicable classes of customers

The Community Power Program will be available for the residential, commercial and industrial classes (Applicable Classes) of electricity customers as defined by the Town's electric distribution utilities, Eversource.

See Eversource: <https://www.eversource.com/content/nh/residential/my-account/billing-payments/about-your-bill/rates-tariffs>

III.b. Universal access

The Plan provides for universal access for all customers by guaranteeing that all customer classes will be included in the Program under equitable terms.

All retail electric customers will have access to the Program. All retail electric customers receiving Default Service supply from the electric distribution utilities will be eligible for automatic enrollment in the Program (Eligible Customers), and they will be automatically enrolled in the Program unless they choose to opt out. All customers will have the right to opt-out of the Program at any time with no charge.

III.c. Equitable treatment

As required by the statute, there shall be equitable treatment of Applicable Classes within the Program.

The community power statute requires equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories. This does not mean that all classes of customers must be treated "equally," but rather that similarly situated classes of customers be treated "equitably."

Among applicable classes of customers, the Plan makes three distinctions.

First, the Program will distinguish among customer classes by soliciting separate pricing for each of the same customer classes the electric distribution utilities use for the distribution service.

Second, the Program will distinguish between customers receiving the program default product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an automatic enrollment process (i.e. customers who do not choose to opt-out) and customers that affirmatively elect to join the program.

- Customers that join through an automatic enrollment process include a) the initial Eligible Customers at the start of the program and b) new Eligible Customers that move

into the municipality after the program start-date. All initial Eligible Customers will receive the Program pricing² for their rate class. Among new Eligible Customers, the Program will distinguish between new residential and small commercial customers, who will receive the Program pricing, and all other commercial and industrial customers, who may receive pricing based on market prices at the time the customer joins the Program.

- Customers that affirmatively elect to join the program, include two types of customers: a) customers that were being served by a Competitive Supplier at the start of the Program but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a Competitive Supplier at program initiation but who later join the Program will be treated the same as new Eligible Customers – residential and small commercial customers will receive the Program pricing and all other commercial and industrial customers may be offered a price based on the then-current market rates. All customers that join the Program after having previously opted out may be offered a price based on then-current market rates rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Default Service of the electric distribution utility.

III.d. Reliability

Reliability has both physical and financial components. The Program will address both through the Electricity Supply Agreement (ESA) with the Competitive Electric Power Supplier (Competitive Supplier), which shall be the Load Serving Entity. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. All-requirements power supply includes all of the electrical energy, capacity, reserves, ancillary services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Program participants, meet the state's Renewable Portfolio Standard and any other basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws, and any additional renewable energy requirements of the default or optional products. The electric distribution utility will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage.

From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA.

Accordingly, the Program satisfies the reliability requirement of the statute.

² Program pricing is the price specified for the customer's rate class and product as set in the Electricity Supply Agreement

IV. Organizational Structure

IV.a. Roles

Community Power Aggregation Committee (Committee): The Town's Board of Selectmen voted to establish the Energy Committee on June 26, 2023 and designated the Committee as the town's energy aggregation committee under RSA 53-E. The Committee will develop a draft plan, hold public hearings on the plan to solicit public input, revise the draft plan based on that input, and ultimately submit an approved Plan to the Board of Selectmen. See **Exhibit I** for detail on the public input process.

Board of Selectmen: As the Town's governing body, the Board of Selectmen decide whether to adopt the Plan and whether to submit the Plan to Town Meeting. Should the Plan be adopted by the Board, and submitted and approved at Town Meeting, becoming the Amherst Community Power Program, the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Community Power Consultant. The Board of Selectmen will review and approve any proposed amendments to the Plan.

Town Meeting: In accordance with RSA 53-E:7, the Town Meeting, as the legislative body of the municipality, will be the body to adopt the Community Power Plan by a majority of those present and voting.

Community Power Consultant: The Community Power Consultant will manage certain Program activities under the direction of the Board of Selectmen or their designee. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the electric distribution utilities and monitoring the supply contract. The Committee is working with the consulting team of Standard Power for initial services.

Competitive Supplier: The Competitive Supplier will provide power for the Program, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the Electricity Services Agreement (ESA). The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the retail electric customers by the Board of Selectmen

Buying Group: The Town may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Town shall be represented by the designee of the Board of Selectmen, on the executive committee of the Buying Group. The Town, through its designee as authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Town and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

Retail electric customers: Retail electric customers shall include all electricity customers taking distribution service of electricity located within the geographic boundaries of the Town of Amherst.

IV.b. Data Security

Pursuant to RSA 363:38 and PUC 2004.19, the Program, as an aggregator, is required to protect individual customer data that it may receive as part of Program implementation. See **Exhibit III** for the data protection plan to be used by the Program.

V. Electricity Supply Product Options

V.a. Default and Optional Electricity Supply Products

The Program intends to offer electricity supply products as described below. Any retail electricity customer that joins through an automatic enrollment process shall be enrolled into the Program's default product unless they affirmatively choose to enroll in any of the optional products.

All products will include the minimum amount of renewable energy as required by any applicable statutory requirements, such as the Renewable Portfolio Standard (RPS) required in the state of New Hampshire. In 2023 the RPS is 23.4%, with scheduled increases until 2025 when it reaches 25%. Some products will include additional renewable electricity above the RPS. All purchases of additional renewable electricity will be verified and certified through Renewable Energy Certificates (RECs), the instruments used to trade and track renewable energy generation. These additional RECs are intended to be sourced as locally as possible - see **Section V.b** for more information on sourcing additional RECs.

At launch, the Program expects to offer a default product and optional product choices as enabled below.

Default Product: The default product, referred to as Amherst Default, is expected to include additional renewable energy in an amount that is 5-10% greater than the state minimum RPS, with the exact amount to be determined after the receipt of bids from competitive suppliers. While the Amherst Default product cannot guarantee savings to customers in any given month, the product is intended to perform well and remain competitive compared to utility default service price.

Optional Products: The Program may offer two or more optional products:

- **Amherst 50%.** A product with substantial additional renewable energy, this product offers up to 50% renewable energy above the RPS.
- **Amherst 100%.** A product with maximum renewable energy impact, this product offers up to 100% renewable energy above the RPS.
- **Amherst Basic.** A product with no additional renewable energy over the state minimum RPS. This product offers the lowest price in the program.

Amherst reserves the right to adjust the amount of renewable energy to be included with its default and optional product, and the amounts will be the same for all customers choosing each product, respectively.

The Program notes that it cannot guarantee savings for any of its products compared to the utility Default Service rates. Utility Default Service rates may not be known for the entirety of any Program supply contract.

Amherst Community Power Product Summary Table:

	Automatic Enrollment		
Amherst Basic	Amherst Default	Amherst 50%	Amherst 100%
Lowest Rate	Competitive Rate	Small Increase	Market Rate
Meets state minimum requirements	Target 5-10% additional renewable energy	Targets 50% renewable energy	Target 100% renewable energy

See written descriptions in Section V.a for more information.

V.b. Additional Renewable Energy Certificates

The additional RECs, above the amounts required by state law, will come from renewable energy sources that are part of our regional electricity grid, ISO-New England. This means the sources are located in New England or the energy is imported as allowed by ISO-New England from locations such as New York or eastern Canada. This stands in contrast to some electricity supplies that obtain RECs from national sources (e.g. Texas) in which the electricity is not part of our ISO-New England electricity grid.

In its procurement, as described in **Section VI.a**, Amherst seeks to support renewable energy generation located within Amherst or as close to Amherst in New Hampshire as possible. Amherst also seeks to support the growth of renewable energy, thereby displacing fossil fuels and reducing greenhouse gas (GHG) emissions. To meet these goals, all additional RECs, above those required by state law, are initially expected to be New Hampshire Class I eligible RECs as described below.

The Amherst Community Power Program may purchase a portion of the RECs from renewable energy generators and include these RECs in a renewable energy product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the electric distribution utility.

V.c. NH Class I Renewable Energy

New Hampshire Class I renewable energy is known as “new renewable energy”. The State requires all electricity supplies to include a minimum quantity of Class I renewable energy, and that amount currently is scheduled to increase annually until 2025 to max out at 25%. This increasing requirement, along with similar requirements in other New England states, has been a major driver of the growth of renewable energy in our region. If the Program voluntarily purchases additional Class I renewable energy at significant scale, Amherst will augment this growth even further.

Class I renewable energy can come from wind, solar, small hydroelectric, biomass, methane, as well as hydrogen and ocean thermal, tidal or wave energy. All Class I renewable energy must have started operation after January 1, 2006 and must be physically delivered to our regional electricity grid, which means it can come from New England, New York or eastern Canada.

- Additional detail on NH Class I renewable energy, as well as the other classifications of renewable energy covered by the New Hampshire Renewable Portfolio Standard, may be found at [https://www.puc.nh.gov/Sustainable%20Energy/Renewable Portfolio Standard Program.htm](https://www.puc.nh.gov/Sustainable%20Energy/Renewable%20Portfolio%20Standard%20Program.htm)
- Additional detail on EPA’s Green Power definition can be found at <https://www.epa.gov/greenpower/what-green-power>.

VI. Operation

The implementation of the Community Power Program requires extensive interaction between the Town, the Competitive Supplier, and the electric distribution utilities.

Following all required approvals of the Plan, the key operational steps will be:

- a. Issue a Request for Proposals (RFP) for power supply, select a Competitive Supplier, and provide notice to the distribution utilities
- b. Implement a public information program, including Customer Notification Letters
- c. Enroll customers and provide service, including quarterly notifications and annual reporting
- d. Plan for program evolution

These steps are described in the sections below.

VI.a. Issue a Request for Proposals for power supply, select a competitive supplier, and provide notice

Amherst, under direction of the Board of Selectmen or its designee and acting through its Community Power Consultant, will solicit bids from leading competitive suppliers, including those currently supplying community power programs in New England and other states. In seeking bids from competitive suppliers, Amherst may solicit bids for its load individually or as

part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Registration with the New Hampshire Public Utilities Commission (NHPUC)
- Strong financial background
- Experience serving the New England competitive market or community power programs (also known as municipal aggregations) in other states
- Demonstrated ability, supported by references, to provide strong customer service
- Demonstrated ability to use Electronic Data Interchange (EDI) for enrollment of customers with the electric distribution utilities or a plan to successfully complete testing required to use the electric distribution utilities' EDI prior to the mailing of the Customer Notification Letters.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements power supply at a fixed price
- Allow customers to exit the program at any time on their next regular meter read with no charge
- Agree to specified customer service standards
- Comply with all requirements of the NHPUC and the electric distribution utilities

The RFP will include data on Eligible Customer load and other characteristics provided to the Town by the electric distribution utilities pursuant to PUC 2204.02.

Price bids will be solicited from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The solicitation will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. The Board of Selectmen or their designee(s), in consultation with the Community Power Consultant, will determine the appropriate level of renewable energy to be included with the default product and the optional products based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time of the solicitation. As noted in **Section V.a.**, all claims of renewable energy use will be substantiated by the supplier obtaining and retiring the appropriate quantity of RECs. Bidders will be required to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. Bidders will also be required to supply RECs that have been created and recorded in the New England Power Pool Generation Information System. The Town may seek RECs from a variety of renewable energy sources; may elect to procure from those sources RECs, power or both; and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Board of Selectmen shall set parameters for accepting a bid, including the price, term and characteristics that are appropriate for its constituents. The Board of Selectmen shall provide authorization to a designee(s) to select a bid and enter into an ESA based upon those parameters.

The Town may conduct an individual solicitation or participate in a solicitation with a Buying Group. Participation in the Buying Group shall not require Amherst to select the same price, terms or supplier as other members of the Buying Group. The Community Power Consultant shall advise the Town in evaluating bids received. If a bid is satisfactory, the Town shall execute an Electric Service Agreement (ESA) with the selected supplier(s). The Town reserves the right to select supplier(s) per customer class (as distinguished in **Section III.c.** to ensure equitable treatment). If none of the bids is satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a bid that is acceptable.

The Town may provide customers with renewable energy generation source information through a variety of vehicles including the program webpage, content disclosure labels and the Customer Notification Letters.

The Town will provide written notice of its acceptance of a bid and the Program's date of commencement of service to the Public Utilities Commission, the Office of Consumer Advocate, the Department of Energy as required by PUC 2204.04.

The Program will utilize consolidated billing such that the participating customers receive a single bill from the electric distribution utility that includes the charges for the Program's electricity supply and all other charges from the electric distribution utility. The Program will confirm this choice of billing service by notifying the electric distribution utilities prior to the enrollment of customers, including providing any applicable Product details required pursuant to PUC 2205.16.

VI.b. Implement public information program including Customer Notification Letters

An Education and Outreach Plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Community Power Program. Customers, including customers with limited English language proficiency and disabilities, must be informed that they would be automatically enrolled in the Program and that they would have the right to opt-out of the Program without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program. To facilitate the Education and Outreach Plan, the Program will utilize contact information for retail electric customers provided by the electric distribution utilities pursuant to PUC 2004.03.

The Education and Outreach Plan will be developed and implemented by the Consultant, acting under the oversight of the Board of Selectmen, or its designee. Funding for the Plan, as with other administrative costs, is to be supplied by a fee paid from the Competitive Supplier(s) to the Consultant, as specified in the ESA (see **Section VII** below).

The Education and Outreach Plan (**See Exhibit II**) consists of four components:

- i. Initial Outreach and Education:** This will be conducted after the selection of a Competitive Supplier and prior to arrival of the Customer Notification Letters. It is

intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the Customer Notification Letters and maximize recipients' ability to make an informed choice about their participation in the Program. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components, and the opt-out process. This effort will also include posting of the Program's product information for residential and small commercial customers on the Department of Energy's shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

ii. Customer Notification Letters: In addition to the initial outreach and education initiatives, a notice (Customer Notification Letter) will be mailed to every retail electric customer. The Program will have two versions of this letter, one for eligible customers and one for other customers.

The Customer Notification Letter for Eligible Customers will contain a description of the aggregation Program; the implications to the Town; the rights and responsibilities that the participants have under the Program; all details, including all rates, on the products offered by the Program; explain that the customer will be automatically enrolled in the default product unless they choose otherwise and identify the deadline to make such a choice; have instructions for how to not participate (opt out) via web, phone or a pre-addressed envelope and opt-out card included with the letter; and instruction for how to enroll in an optional Program product. The opt-out period will last a minimum of 30 days from the date of mailing of the Customer Notification Letters.

The Customer Notification Letter for other customers will, at a minimum, contain a description of the aggregation Program, the implications to the Town, and instructions for how to enroll in any of the Program products if desired.

Prior to the mailing of the Customer Notification Letters, the Program will confirm with the Competitive Supplier and the electric distribution utilities that the Competitive Supplier is able to use Electronic Data Interchange (EDI) for enrollment of Default Service customers into the Program.

iii. Opt-Out Period Education & Outreach: After the Customer Notification Letters have been sent, the Town will continue its education and outreach to afford residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt out or enroll in one of the optional products of the program. This will include, at a minimum, a public information meeting within 15 days of the mailing of the Customer Notification Letters.

v. Ongoing Outreach & Education:

- Communicating program goals and performance, particularly as they relate to progress towards the Town's short- and long- term goals for renewable energy.
- On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (Opt up campaigns).

Increasing participation in these products will serve the Town's goals to expand new renewable energy and increase overall renewable energy use; AND

- Promotion and support of the NHSaves energy efficiency program, and future energy efficiency and weatherization programs

The attached Education and Outreach Plan (**Exhibit II**) describes in detail the Town's anticipated outreach efforts, including a timeline.

VI.c. Enroll customers and provide service

i. Enroll Customers: After the conclusion of the opt-out period (i.e. no sooner than 37 days from the date of the postmark of the Customer Notification Letters, which include three days for mailing, 30 days for customer consideration, and 3 days for returning the reply card), the Competitive Supplier will enroll into the Program all retail electric customers on Default Service with the electric distribution utilities who did not opt out, and any other retail electric customers that have affirmatively requested in writing or through email to be enrolled in the Program. All enrollments and other transactions between the Competitive Supplier and the electric distribution utilities will be conducted in compliance with the relevant provisions of New Hampshire Public Utilities Commission regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the New Hampshire Electronic Business Transaction (EBT) standards.

After enrollment of each customer, the Program may receive applicable customer billing information from the electric distribution utilities pursuant to PUC 2205.13.

ii. Provide Service: Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process customer enrollments, ongoing opt outs, and customer selections of optional products. The Program will provide Energy Source Disclosure labels to participants as required by RSA 378:49.

Prior to the expiration of the initial ESA, the Town intends to solicit a new power supply agreement, as described in **Section IX. Method of Terminating and Entering Agreements with Other Entities**. If the Town elects not to enter into a new power supply agreement, participating customers would return to Default Service as described in **Section XIII. Extensions or Termination of Program**.

Retail electric customers that apply for new service with the electric distribution utilities (e.g. new customers that move into the Town or move within the Town), will initially be enrolled in Default Service supply provided by the appropriate electric distribution utility. The Program will mail such customers a Customer Notification Letter for Eligible Customers per **Section VI.b.ii** and enroll such customers that do not opt-out per **Section IV.c.i**. New customers also may proactively enroll by contacting the Program directly.

The Program will update the information on the Program's products on the Department of Energy's comparison shopping website whenever such information changes.

iii. Annual Report: On an annual basis, there will be a report to the Board of Selectmen on the status of the Community Power Program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in renewable energy products, and such other information as the Town may request. The information for this report will be prepared by the Community Power Consultant, and the Community Power Consultant will assist or lead in presenting to the Board of Selectmen as desired by the Town.

iv. Data Portal: The Community Power Consultant will make available to the Board of Selectmen and its designee(s) a secure, password-protected cloud-based data portal that provides the ability to run reports on key program metrics and performance.

VI.d. Plan for program evolution

The Town seeks to continually improve the Program and progress towards its long-term goals. To this end, the Community Power Consultant and Amherst will regularly assess new opportunities such as technologies, services, regulatory policy changes, and more for their applicability to the program. Community Power Consultant will develop appropriate strategies to integrate these opportunities into the Program. Community Power Consultant will support the Town or its designee to present new opportunities to the Board of Selectmen for their consideration and approval if amendments to the Plan are needed.

VII. Funding

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the Competitive Supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour implementation fee that will be paid by the Competitive Supplier to the Community Power Consultant, as specified in the ESA. This implementation fee will cover the services of the Community Power Consultant, including developing the Community Power Plan, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the electric distribution utilities, monitoring the supply contract, and providing ongoing reports.

VIII. Rate Setting and Other Costs to Participants

The Program is offered on an opt-out basis, such that Eligible Customers will be automatically enrolled unless they proactively choose to opt out.

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the implementation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the

same as the Default Service customer classes of the electric distribution utilities. The frequency of price changes will be determined through the competitive bid process. The Town expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and customers will be notified of price changes through media releases and postings on the Community Power Program page on the Town website.

Regulatory events, such as new or altered requirements for the Renewable Portfolio Standard, or new taxes may result in a direct, material increase in costs during the term of the ESA. In such cases, the Town and the Competitive Supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify customers of the change in price by issuing a media release and posting a notice in Town offices and on the program website. The Town shall also notify the NHPUC Consumer Services and External Affairs Division prior to implementation of any change in the Program price related to a regulatory event or new taxes. Such notice shall be provided prior to notifying customers and will include copies of all media releases, postings on the Town and Program websites and any other communications the Town intends to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the electric distribution utilities in accordance with tariffs approved by the NHPUC.

Participants in the Program will receive one bill from their electric distribution utility that includes both the power supply charge of the Competitive Supplier and the delivery charge of the electric distribution utility. Any applicable taxes will be billed as part of the Program's power supply charge.

Participants in the Program will be able to opt-out of the Program and transfer to Default Service with the electric distribution utility or to another Competitive Supplier. Such requests submitted to the Program will be submitted by the Competitive Supplier to the electric distribution utility for processing on the customer's next available regular meter read date. There shall be no penalty or exit fee for such transfer. Customers requesting transfer of supply service upon dates other than on the next available regular meter reading date may be charged an off-cycle meter reading and billing charge if such a service is available from the electric distribution utility.

IX. Method of Entering and Terminating Agreements with Other Entities

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and rules and regulations, and the provisions of the relevant agreement.

The Town plans to use the same process described in **Section VI.a.** of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Community Power Consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the electric distribution utilities using established Electronic Data Interchange

(EDI) protocols.

If the Town determines that it requires the services of a Community Power Consultant after expiration of the existing agreement with Standard Power, it will evaluate opportunities to solicit a Community Power Consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Town will solicit proposals for, and evaluate, potential Community Power Consultants using a competitive procurement process or alternative procedure which the Town determines to be in the best interest of its customers and consistent with all applicable local, state, and federal laws and regulations.

X. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the Program. Participants' exit from the program will be subject to reasonable notice to the distribution utility and may only occur after the next meter read, consistent with PUC 2204.05(g). They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting their electric distribution utility and asking to be returned to Default Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Community Power Consultant, the Competitive Supplier, their electric distribution utility and the NHPUC. As appropriate, the Town and the Community Power Consultant will direct customer complaints to the Competitive Supplier, the electric distribution utility or the NHPUC.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

XI. Net Metering Compensation

In accordance with RSA 362-A:9, II, the Program may determine the terms and conditions for net metering. In order to support the development of distributed energy resources within Amherst, the Program will seek to offer net metering terms and conditions - for standard, alternative and group net metering - equal to or better than that provided on Default Service. To this end, the Program will evaluate the net metering terms and conditions offered by competitive suppliers as part of the procurement and bid selection process.

To ensure net metering customers can make a fully informed decision on their participation in the Program, the Program will tailor all education and outreach materials to clearly communicate any and all differences between the net metering value and operation provided by the Program and Default Service.

Additionally, the Program will evaluate how any proposed or implemented changes to utility metering or billing infrastructure may create new opportunities to enhance the net metering

benefits.

XII. Electric Assistance Program and Other Discounts

The New Hampshire Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill. The New Hampshire Legislature authorized funding for this statewide program as part of electric utility deregulation. All electric utility ratepayers support the statewide EAP through the System Benefits Charge (SBC) portion of their electric bill.

The EAP for income-eligible customers that may qualify for a discount off their monthly electric bill would continue for participants in the Program. The level of discount depends on household income, household size and electricity usage.

The EAP discount does apply to the Supplier Services portion of an electric bill when a customer chooses an independent supplier for their electricity needs. The participants in the Program who are enrolled in the EAP will receive their discounts by the same method they presently receive their discount. Participation in the Program is independent of enrollment in the EAP and does not impact the EAP discount.

Other discount programs administered by Community Action Programs that address the needs of low-income residents would continue for participants in the Program.

XIII. Extensions or Termination of Program

Prior to the end of the term of the initial ESA, the Town will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town to dissolve the program effective on the end date of the existing ESA. In the event of termination, customers would return to the Default Service of their electric distribution utility, unless they choose an alternative competitive supplier. The Town will notify customers of a planned termination of the program through media releases and postings on the Program page of the Town's website.

The Town will notify the electric distribution utilities of the planned termination or extension of the Program in writing. In particular, the Town will provide the electric distribution utilities notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Town will also provide written notice to the Public Utility Commission 90 days prior to a planned termination, which notice shall include copies of all media releases, Town offices and website postings and other communications the Town intends to provide customers regarding the termination of the Program and the return of participants to Default Service. The Town will also provide written notice 90 days prior to a planned termination to the Office of the Consumer Advocate and the New Hampshire Department of Energy.

In the event of unplanned termination of the Program because that the Program can no longer provide service to its customers, the Program shall provide immediate written notice to the Public Utilities Commission describing the market suspension or other event that caused the Program to no longer be able to provide service, the effective time of the inability to provide service, and the notice provided to customers of the timing and consequences of the cessation of the Program's service. The Program shall file a copy of such notice at the same time to the office of the Office of the Consumer Advocate, the Department of Energy, and the electric distribution utilities.

In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Default Service of the electric distribution utilities in accordance with the then applicable EDI rules and procedures.

XIV. Aggregating Municipalities & Buying Group

Participating in a buying group may offer the potential for the Town to expand its buying power for greater economies of scale and to support the Town's goal of acting as a regional leader, supporting other municipalities to access the benefits for Community Power. Amherst will evaluate opportunities for such a buying group before issuing a bid for competitive supply. See **Section VI.a. Issue an RFP for Power Supply and Select a Competitive Supplier** for details on the implementation of a buying group.

Additionally, the Town reserves its right, in accordance with RSA 53-E:6, I, to join with other municipalities or counties for its Community Power Plan and implementing its Community Power program. Any changes to the Community Power Plan must be reviewed and approved by the Board of Selectmen.

XV. Promoting Energy Efficiency

The program enables cost-competitive and cleaner electricity and can also help reduce energy use. This will initially take the form of cross-promoting awareness of efficiency programs through the Program's education and outreach. The Program will also evaluate opportunities for more direct support of energy efficiency.

Promotional education will focus on existing energy efficiency and conservation programs, such as New Hampshire's Weatherization Assistance Program for low-income households and the New Hampshire Saves (NHSaves) program, which provides customers with information, incentives and support designed to save energy, reduce costs, and protect our environment statewide.

If and when additional energy efficiency and conservation programs or initiatives become available, the Program will evaluate how to incorporate them into its promotional outreach and education.

XVI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received approval at the town meeting, and all other necessary approvals. The schedule will ensure compliance with all required notification timelines prior to Program commencement.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier. Provide required notifications to NHPUC, Department of Energy, Office of the Consumer Advocate, and the electric distribution utilities
34	Competitive Supplier receives retail electric customer mailing data from the Program
48	Competitive Supplier, at its expense, mails Customer Notification Letters to all retail electric customers, including identifying the return date by which the reply card envelopes for Eligible Customers must be mailed and postmarked
51	Retail electric customers receive Customer Notification Letter in the mail
81	Return date by which Eligible Customers deciding to opt-out must mail a reply card in a pre-paid envelope to the Competitive Supplier
85	Competitive Supplier removes all Eligible Customers who opt out from the Eligible Customer list
85	Competitive Supplier sends "supplier enrolls customer" EDI for all Eligible Customers that did not opt-out and any other customers that affirmatively elected to opt-in to the Program
90	Service begins as of each customer's next meter read date

XVII. Conclusion

Amherst's Community Power Program will meet all of the requirements of the Community Power law, including providing universal access, a reliable power supply and treating all customer classes equitably. The Town looks forward to launching the Program and pursuing the benefits of a competitive power supply, renewable energy, and electricity choice for its retail electric customers.

Exhibit I - Historical Overview

1. Creation of Community Power Aggregation Committee

The Committee was commissioned by the Board of Selectmen on June 23, 2023. The Board of Selectmen signed an MOU to work with the community power (municipal aggregation) consulting team of Standard Power on October 11, 2023.

The Committee held their first meeting on August 3, 2023 and decided to meet every other week in order to explore the possibility of preparing a Plan with public input in time for Town meeting in March 2024.

2. Creation of a Draft Plan with public hearings

An online community survey was released on the Town's website and advertised on posters and through social media. Paper copies were also made available at the Town offices and Library. The deadline for survey responses was not set, and the survey stayed open through the public hearings.

The Committee reviewed a template draft Plan created by Standard Power based on the requirements of RSA 53-E, and customized it to include local goals, community survey results, and all public input.

Public Hearings were noticed and held at the Amherst Library community room on December 5th at 6 pm and December 6th at 6:30 pm. A short presentation by Standard Power was followed by a public comment and Q&A period.

3. Approval of Plan by Community Power Aggregation Committee

The Committee voted to approve the Plan following the second public hearing on December 6, 2023.

4. Adoption of Plan by Board of Selectmen and Town Meeting

On December 18, 2023, the Select Board approved the Amherst Community Power Plan and placed the related warrant article on the 2024 Town ballot with the following motions:

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to adopt the Community Power Plan as approved by the Energy Committee. **Vote: 5-0-0; motion carried unanimously.***

*Selectman Stoughton explained that the proposed warrant article for the Power Plan has no tax impact. A MOTION was made by Selectman Stoughton and SECONDED by Selectman Pray to place the article on the warrant. **Vote: 5-0-0; motion carried unanimously.***

Town meeting was held March 12, 2024, when Warrant Article 33 regarding approval of Amherst Community Power Plan was passed by a large majority (2444/575) of those present and voting.

5. Submission of Final Plan to Public Utilities Commission

The Plan was submitted to the PUC January 18, 2024 following town council review and Select Board approval. The Plan was approved at the PUC on March 14, 2024.

Exhibit II - Education & Outreach Plan

The following describes the Town’s Education & Outreach plan to fully inform and educate potential participants about their opportunities, options and rights for participation in the Program. **Once enrolled, participants can exit the program subject to reasonable notice to the distribution utility and may only occur after the next meter read, consistent with PUC 2204.05(g).**

The costs and implementation of the Education/Outreach Plan will be handled by the Community Power Consultant, under the direction of the Board of Selectmen or their designee.

1. Program Launch

The Town has prepared a preliminary marketing plan and timeline that identifies the steps the Town may take to implement the broad-based public education efforts and send out the opt-out notification (Customer Notification Letters). The schedule is designed to work towards the estimated date when the Customer Notification Letters are scheduled to arrive in retail electric customer mailboxes. The dates may be adjusted to ensure compliance with the minimum written notification timelines for the date of commencement of service to the Public Utilities Commission, the Office of Consumer Advocate, and the Department of Energy per PUC 2204.04.

Action	From estimated date Customer Notification Documents arrive in customer mailboxes	
	Days before	Days after
A. Create or Update Webpage and shopping comparison websites	15	-
B. Work with local media resources	15	30
C. Active social media outreach	15	30
D. Initial person presentations	15	30
E. Distribute marketing materials	15	30
F. Customer help line	15	Ongoing
G. Mail postcard to all Eligible Customers	5	-
H. Customer Notification Letters arrive	0	0

1.A. Create or Update Webpage and shopping comparison websites

Timeframe: Shortly after signing the ESA (~15 days before the estimated date that the Customer Notification Letters arrive).

The Program will maintain an informational webpage with features that include Program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants. The Program page will be maintained on the Town's website. After executing an ESA, the Program will update the Program page with a description of the Program and its products, the implications to the Town, and the rights and responsibilities that the participants will have under the Program.

The shopping comparison website is maintained by the Department of Energy to enable consumers to shop for electricity supply products. The Program will post its product information for residential and small commercial customers on the shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

1.B. Press Release and Work with Local Media Resources

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letters arrive.

The Town will develop press releases to provide to local media resources, including newspapers and public access TV

- Area Newspapers: The Town may work with local news to disseminate accurate and timely information about the Program. Newspaper outlets may include other local publications.
- Recordings and Local Public Access Television: The Town Board of Selectmen and Committee meetings are not broadcast. The Town may choose to record presentations about the program and PSAs for upcoming public meetings and community events.
- Municipal Staff Interviews: Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

1.C. Active Social Media Outreach

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letters arrives.

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program webpage. In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Town staff. These accounts may include: the official Town Facebook page.

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community.

1.D. Public Presentation

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letters arrive. This will include, as required in RSA 53:E-7, a public information meeting within 15 days of the mailing of the Customer Notification Letters.

- *Local Groups*: Connect with local groups and associations to see if representatives of the Town can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with customers with limited-English capabilities or disabilities that may prevent them from accessing Program information. Some of the Community-based groups identified to date which the Town may choose to work with include: [Inset local groups to connect with].

Reaching the business community will be important. Presenting to the Chamber of Commerce can start this dialogue and lead to additional outreach to and connection with businesses.

- *Board of Selectmen Meetings*: Present or provide materials for the Board of Selectmen meetings and any constituent meeting they may have.

1.E. Distribute marketing materials

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letters arrive.

Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Distribute in key locations, such as Municipal Offices and Public Libraries.

1.F. Customer Help Line

Timeframe: At least 15 days before the estimated date that the Customer Notification Letters arrives and ongoing thereafter.

Establish customer helplines with the Competitive Supplier and Community Power Consultant to answer customer inquiries.

1.G. Mail Postcard to all Eligible Customers

Timeframe: 5 days before the estimated date that the Customer Notification Letters arrives.

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Customer Notification Letters.

1.H. Customer Notification Letters arrive

The Customer Notification Letters will be sent via standard mail to the billing address of each retail electric customer per **Section VI.b.ii** of the Plan. The Program will have two versions of this letter, one for Eligible Customers and one for other customers. The Competitive Supplier shall bear all expenses regarding the Customer Notification Letters.

1.H.i. Customer Notification Letter for Eligible Customers

Per Section III.b of the Plan, all retail electric customers receiving Default Service supply will be eligible for automatic enrollment in the Program (Eligible Customers). The notification envelope will be designed to appear as an official Town communication and it will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will inform Eligible Customers:

- a) about the Program, implications to the Town, and provide information regarding participation and participants' responsibilities and rights;
- b) that they have the right to opt-out of the Program without penalty, **subject to reasonable notice to the distribution utility and may only occur after the next meter read;**
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Default Service offering;
- d) that any savings under the Program compared to Default Service cannot be guaranteed because the Default Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate customer groups (i.e. toll-free telephone number).

The letter will also contain an opt-out reply card with a simple check off and signature line for eligible customers who do not wish to participate. The envelope will be pre-stamped for return of the opt-out reply card in order to protect customer privacy.

Eligible customers will have 33 days from the date of the mailing to mail back the opt-out card in a pre-addressed postage-paid envelope and the customer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of customers will not start until three days after the date specified for the postmark of the return envelopes to allow for receipt of the opt-out cards prior to the start of automatic enrollments. New Eligible Customers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new Eligible Customers will receive the same customer information as all other Eligible Customers.

1.H.ii. Customer Notification Letter for Other Customers

The Customer Notification Letter for other customers will, at a minimum, contain a description of the Program, the implications to the Town, and instructions for how to enroll

in any of the Program products if desired.

2. Ongoing Outreach and Education

The Town intends to continue outreach and education for customers after enrollment in the Program. The costs and implementation will be handled by the Community Power Consultant, under the direction of the Town. These efforts will include:

- **Program impact:** Key metrics relating to cost performance, renewable energy purchases and program enrollment. Particularly as the program accomplishments relate to progress towards the Town’s ambitious short- and long- term goals for renewable energy and greenhouse gas emission reduction. This will also include the Energy Source Disclosure labels for the electricity supply.
- **Opt up campaigns:** On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (“Opt up campaigns”). Increasing participation in these products will serve the Town’s goals to expand new renewable energy and reduce greenhouse gas emissions.
- **Customer awareness:** Rights, responsibilities and procedures for Program participants; contact information for customer inquiries, responses to frequently asked questions, and details regarding the Program’s electric supply and renewable attributes.
- **Public input:** As the program considers changes to further its progress toward a 100% renewable future and other goals, Town will manage outreach to solicit input and feedback from the community.
- **Program changes and evolution:** Any changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Town.

The program will utilize similar mediums for on-going education and outreach as for the initial launch education and outreach, including but not limited to: social media, traditional media, in-person meetings and presentations, outreach to local groups, video, and mail.

Translation of all materials will be provided as necessary to reach communities with limited English proficiency.

3. Approach to Overall Education & Outreach

3.A. Outreach to Persons with Limited English Proficiency or Disabilities

The Program will be consistent with Town policies to provide access to Program materials for all Eligible Customers. Materials will be provided in English, and translation of materials will be provided as such needs are identified. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired. The Program will also work with local organizations on accessibility issues as needed, see Section 1.D,

above.

Exhibit III - Data Protection Plan

I. Introduction

The Town of Amherst (the “Municipality”) is developing a Community Power program (the “Program”), pursuant to RSA 53-E. A municipality that implements such a program is known as an aggregator (“Aggregator”). RSA 363:38 and PUC 2004.19 require that service providers, including Aggregators, protect individual and confidential customer data (“Individual Customer Data”). Individual Customer Data, as defined in RSA 363:37 and expanded in PUC 2202.07, means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes the customer name, address, and account number and the quantity, characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking, and credit information. Further, Aggregators must only use Individual Customer Data for the Program’s primary purpose, which may include 1) providing or billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) researching, developing and implementing new rate structures or demand response, customer assistance, energy management or energy efficiency programs. This Data Protection Plan was developed to ensure that Individual Customer Data obtained as part of operation of the Program will be protected from disclosure and/or inappropriate use.

II. Elements of the Plan

1. Access to Customer Data

As part of the Program, Standard Power of America, Inc., other aggregation consultants, if any, local designees of the Municipality, and competitive electricity suppliers selected to provide electricity for the Program (collectively, “Data Administrators”) will receive access to certain information on file with a customer’s local distribution company (“LDC”), including, among other things, the customer’s name, mailing address, and energy usage history (“Customer Data”). In particular, depending on the status of implementation of the Program, LDC(s) may provide four types of Customer Data to Data Administrators: a) aggregated customer data, b) eligible customer data, c) retail electric customer contact information, and d) enrolled customer information. Each type of Customer Data is described more fully below.

- a. Aggregated Customer Data – contains certain information for all electric customers within a municipality, aggregated by rate class or other grouping. This may include data such as the number of customers by rate class, counts of customers participating in net energy metering by rate class, counts of customers participating in electric assistance program by rate class, the aggregated energy (kWh) for electricity consumption by month for the past 12 months or more by rate class, and revenue, receipts and past-due accounts receivable.

b. Eligible Customer Data – contains certain information for each electricity customer currently receiving utility-provided default service within a municipality. This may include data such as capacity tags for current, prior and next power years, energy (kWh) for electricity consumption for the past 12 months or more, meter reading cycle, whether such customer net meters and under which terms, and group net metering data including whether such customer is a group net metering host or member of a net metering group, whether a group net metering customer-generator operates as a low-moderate income community solar project, the size of any such net metered generation and the year and month it was placed into service.

c. Retail Electric Customer Contact Information – comprises certain customer contact information for the provision of Program communications, such as Customer Notification Letters to retail electric customers. This may include such data as the customer of record’s name, mailing address, account number, meter number, rate class, and email address.

d. Enrolled Customer Data – contains certain information for all individual customers who elected not to opt-out of the Program during the opt-out period. This may include such data as Name of customer and customer contact, Mailing address, Service address, Account number and related meter numbers, Name key, Contact information such as phone numbers, email address, Billing account number, Preferred billing and communication method, Billing cycle, Meter read date or cycle, Form or type of meter reading, Capacity tag information for past two years, current power year and forecasted next power year, Most recent 24 months of usage data, Current and historic status of net metering, distributed generation, Preferred billing and communication method, payment plans and electric assistance program participation, and Rate class.

2. Data Security

All Customer Data that is not anonymized (i.e. presented or aggregated in such a way that removes information that can be used to identify the individual customer that it pertains to, such that it does not constitute individual customer data as defined by RSA 363:37, I or PUC 2202.07) shall be considered Individual Customer Data.

Data Administrators will utilize industry standard physical, technical, and administrative controls and procedures to safeguard Individual Customer Data collected as part of the Program and to prevent unauthorized or accidental access, destruction, loss, alteration, or disclosure of, to protect against anticipated threats or hazards to the security, confidentiality, or integrity of, and to permit only the appropriate use of, such customer information.

To protect the confidentiality, integrity, and availability of Individual Customer Data, Data Administrators will utilize a variety of industry standard physical and logical access controls, firewalls, password protections, intrusion detection/prevention systems, network and database monitoring, and backup systems. These systems will be designed to cover all networks, servers, computers, notebooks, laptops, PDAs, mobile phones, or other devices that contain Individual Customer Data, or through which Individual Customer Data is made available.

Data Administrators will limit access to Individual Customer Data to those persons and entities having a specific business purpose for maintaining and processing such information. Those granted access to Individual Customer Data will be trained on their responsibilities to protect the confidentiality, integrity, and availability of such information.

Data Administrators will work cooperatively with the LDC(s), as necessary, to implement this Data Protection Plan, and will at a minimum, implement the following actions:

- a. Conduct a risk assessment to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Individual Customer Data and evaluate and improve, where necessary, the effectiveness of their safeguards for limiting those internal and external risks;
- b. Timely notify the LDC(s) of any important modifications of this Data Protection Plan within a reasonable amount of time;
- c. Review and, as appropriate, revise this Data Protection Plan: (i) at least annually or whenever there is a material change in their business practices that may reasonably affect the security or integrity of Customer Data; (ii) in accordance with prevailing industry practices and applicable law; and (iii) as reasonably requested by the LDC(s). If the Data Administrators modify this Data Protection Plan following such a review, the Data Administrators will promptly notify the LDC(s) of such modifications and will provide the modifications to the LDC(s) in writing upon a LDC's request. The Data Administrators will at no time alter or modify this Data Protection Plan in such a way that will weaken or compromise the confidentiality, security, or integrity of Individual Customer Data;
- d. Maintain and enforce this Data Protection Plan in all locations where Individual Customer Data is processed by the Data Administrators;
- e. Conduct security testing using a third party to provide monitoring penetration and intrusion testing with respect to each Data Administrator's

systems and promptly provide a copy of the results to the LDC(s), provided that the third party may redact IP addresses and other client names and information;

f. Provide annual security awareness training to all individuals having access to Individual Customer Data and maintain a record of such training; and

g. Implement a standard process for identifying, assessing, and mitigating security risks.

3. Confidentiality

Data Administrators will not sell Individual Customer Data to others unless such sale is specifically authorized by the customer, or is required by law or court order. Data Administrators will not share, disclose, or provide Individual Customer Data to others, including their affiliates, unless such disclosure or provision is required to operate the Program (i.e., the Program’s “primary purpose”, per RSA 363:37), is specifically authorized by the customer, or is required by law or court order. If Data Administrators request customer authorization to disclose Individual Customer Data, Data Administrators will first describe to the customer the information they intend to release and provide details concerning the recipient of such information.

Data Administrators will hold all Individual Customer Data in strict confidence and except as otherwise needed for provision of the Program, required by law, or permitted as below, (a) not disclose Individual Customer Data to any other person or entity (including but not limited to subcontractors and affiliates or members of Data Administrators); (b) not process Individual Customer Data outside of the United States; (c) not process Individual Customer Data other than in connection with the Program; (d) not process Individual Customer Data for any marketing purposes other than in connection with the Program; (e) limit reproduction of Individual Customer Data to the extent required for the Program; (f) store Individual Customer Data in a secure fashion at a secure location in the United States that is not accessible to any person or entity not authorized to receive the Individual Customer Data; and (g) otherwise use at least the same degree of care to avoid publication or dissemination of the Individual Customer Data as Data Administrators employ (or would employ) with respect to their own confidential information that they do not (or would not) desire to have published or disseminated, but in no event less than reasonable care.

4. Disclosure of Individual Customer Data

Notwithstanding the provisions of Section 3 above, the Data Administrators may disclose Individual Customer Data to their representatives who have a legitimate need to know or use such Individual Customer Data for the sole and limited purposes of administering and/or conducting the Program. Such representatives will first be advised of the sensitive and confidential nature of such Individual Customer Data and agree to

comply with the provisions of this Data Protection Plan. Pursuant to PUC 2004.19, Data Administrators may also provide Individual Customer Data to third parties for the purposes of 1) billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) implementing demand response, customer assistance, energy management or energy efficiency programs. Any such third parties will be required by contract to comply with the provisions of this Data Protection Plan.

In the event that Data Administrators or any of their representatives receive notice that they have, will, or may become compelled, pursuant to applicable law or regulation or legal process, to disclose any Individual Customer Data (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes or otherwise), Data Administrators will, except to the extent prohibited by law, immediately notify the LDC(s), orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, the LDC(s) will have the right to consult with the Data Administrators and the parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Individual Customer Data that must be disclosed. The LDC(s) will also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Individual Customer Data that must be disclosed.

Data Administrators and their representatives will disclose only such Individual Customer Data which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by LDC) and Data Administrators and their representatives will use all reasonable efforts to ensure that all Individual Customer Data that is so disclosed will be accorded confidential treatment.

5. Return/Destruction of Individual Customer Data

Upon the expiration of the Program, or as otherwise required by law or Commission order, the Data Administrators will destroy all copies of any Individual Customer Data (including any and all extracts, compilations, studies or other documents based upon, derived from or containing Individual Customer Data) within their or their representatives' possession (including destroying Individual Customer Data from all systems, records, archives and backups), and all subsequent use and processing of the Individual Customer Data by the Data Administrators and their representatives will cease.

Notwithstanding the foregoing, the Data Administrators and their representatives will not erase Individual Customer Data contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures. The Data Administrators will not provide access to or recovery of Individual Customer

Data from such computer backup system and will keep all such Individual Customer Data confidential in accordance with this Data Protection Plan.

6. Data Security Incidents

The Data Administrators are responsible for any and all security incidents involving Individual Customer Data that is processed as part of the Program. The Data Administrators will notify the LDC(s) in writing immediately (and in any event within twenty-four (24) hours) whenever the Data Administrators reasonably believe that there has been a data security incident involving Individual Customer Data. After providing such notice, the Data Administrators will investigate the incident, and immediately take all necessary steps to eliminate or contain any exposure of Individual Customer Data. The Data Administrators will provide the LDC(s) with reasonable assistance and cooperation in the furtherance of any correction, remediation, or investigation of any such data security incidents and/or the mitigation of any damage, including any notification required by law or that LDC(s) may determine appropriate to send to individuals impacted or potentially impacted by such data security incident(s), and/or the provision of any credit reporting service required by law or that LDC(s) deems appropriate to provide to such individuals.

Unless required by law, the Data Administrators will not notify any individual or any third party other than law enforcement of any potential data security incidents involving Individual Customer Data without first consulting with, and obtaining the permission of, the LDC(s). Within 30 days of identifying or being informed of a data security incident, the Data Administrators will develop and execute a plan, with the cooperation of the LDC(s), which reduces the likelihood of a recurrence of such data security incident(s).

7. Additional Protections

The Data Administrators will comply with all applicable privacy and security laws to which it is subject, including this Data Protection Plan.

The Data Administrators will safely secure and/or encrypt all Individual Customer Data during storage and transmission.

The Data Administrators will have in place appropriate and reasonable processes and systems, including this Data Protection Plan, to protect the security of Individual Customer Data and to prevent a data security incident, including, without limitation, a breach resulting from or arising out of the Data Administrators' internal use, processing, or other transmission of Individual Customer Data, whether between or among their representatives, subsidiaries and affiliates, or any other person or entity acting on behalf of the Data Administrators.

The Data Administrators will work cooperatively with the LDC(s) to implement this Data Protection Plan, including: establishing policies and procedures to provide reasonable and prompt assistance to LDC(s) in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a data security incident involving Customer Data to the extent such request, complaint or other communication relates to the Data Administrators' processing of such individual's Individual Customer Data; and establishing policies and procedures to provide all reasonable and prompt assistance to LDC(s) in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that has or may have an interest in the Individual Customer Data, data theft or other unauthorized release of Individual Customer Data, disclosure of Individual Customer Data, or misuse of Individual Customer Data to the extent such request, complaint or other communication relates to Data Administrators' processing of such individual's Individual Customer Data.

8. Use of Individual Customer Data

The Data Administrators will only use Individual Customer Data for the primary purposes, as defined in RSA 363:37, which may include 1) providing or billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) researching, developing and implementing new rate structures or demand response, customer assistance, energy management or energy efficiency programs.

II. Conclusion

The Data Protection Plan meets all of the requirements of RSA 363:38, RSA 363:37 and PUC 2004.19.

Exhibit IV – Survey Results

Amherst Community Power Survey

This survey was created by Standard Power to assess the needs and interests of the community to design a Community Power program in Amherst. Community Power allows towns to choose where their electricity comes from on behalf of residents and businesses with the goal of reducing electric bills and increasing independence and energy options. The survey should take less than 10 minutes to complete, and all responses are anonymous.

Q1. Is your HOME or BUSINESS located in Amherst? If both, please complete the survey as a resident first, then return to complete a separate survey for your business.

- Home
- Business

Q2. Do you have solar panels?

- Yes
- No

Eversource is our primary electric utility, providing emergency services, poles and wires and billing services. This will not change with Community Power. Eversource also provides default electricity supply for most of our community members. This will change with Community Power.

Q3. Who is your electricity supplier?

- Eversource
- Other Supplier (third party supplier)
- I don't know

Q4. Amherst is considering Community Power due to volatile and increasing electric costs. What would you want the Community Power program to bring to our community? Check all that apply:

- Local control over energy costs
- Lower energy bills
- Increased renewable energy, including local sources
- Consumers protections
- Local Jobs
- Increased knowledge about energy and how to reduce costs
- Other (please specify) _____

Q5. Are you interested in adding extra renewable energy to our electricity supply?

- I would like extra renewable energy, if I can still pay about the same as I pay today.
- I would like extra renewable energy and I am willing to pay a little more than I pay today.
- I would like all (100%) renewable energy and I am willing to pay more.
- No, I would not like more renewable energy.

Q6. We will provide updates about this program. How would you like to be updated on this program? Check all that apply:

- Mail
- Print Media (e.g. Union Leader)
- Town Website
- Outreach and Organizations
- Email

Q7. Have you implemented any of the following energy efficiency steps at your home or business? Check all that apply:

- Performed an energy audit
- Improved insulation (walls, ceilings, attics, and/or basements)
- Purchased energy efficient appliances
- Installed LED lightbulbs
- Installed energy efficient windows
- Installed programmable thermostat
- Other (please specify) _____
- None of the Above

Q8. Which of the following best describes you?

- I rent my home
- I own my home
- Other (please specify) _____

I prefer not to answer

Q9. Which best matches your age?

- Under 18
- 18-40
- 41-65
- Over 65
- I prefer not to answer

Q10. Which best matches your household income level?

- Under \$50,000
- \$50,000 to \$100,000
- Over \$100,000
- I prefer not to answer

Save Paper! Take the survey online:
www.surveymonkey.com/r/AmherstCP



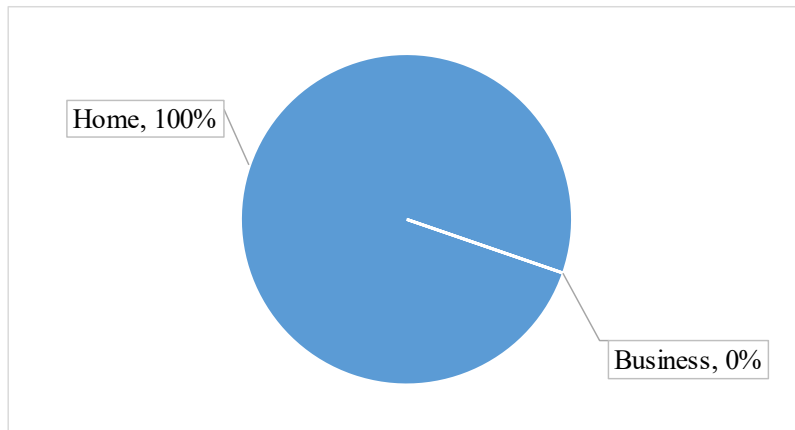
Please return completed surveys to Amherst Town Hall.

Learn more at standardpower.com

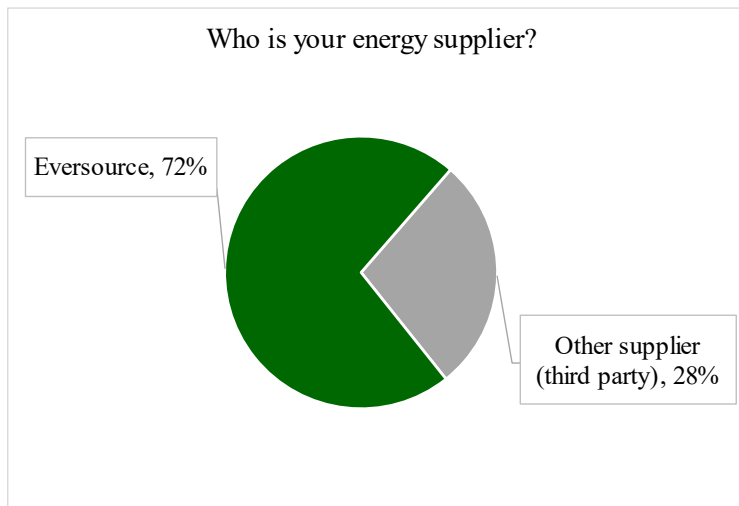
The Amherst Community Power Survey, shown above, was released on October 30, 2023. The following results include responses received through December 18, 2023. There were 172 complete responses to the survey, and the results and implications for Amherst’s Community Power program are explained here. Responses are anonymous and combined here, except individual comments from respondents are also listed below. Survey demographics are collected to ensure that a range of opinions are represented in the survey results. Survey results were compiled by Standard Power on behalf of the Amherst Community Power Committee.

The survey is not intended to be statistically significant but rather to give participants the opportunity to make their opinion known within the plan development process. Amherst’s Community Power Plan has options for a wide variety of individual priorities represented by survey respondents, including a least cost option and 100% renewable, in addition to preserving current choices for electrical supply.

Is Your Home or Business in Amherst?

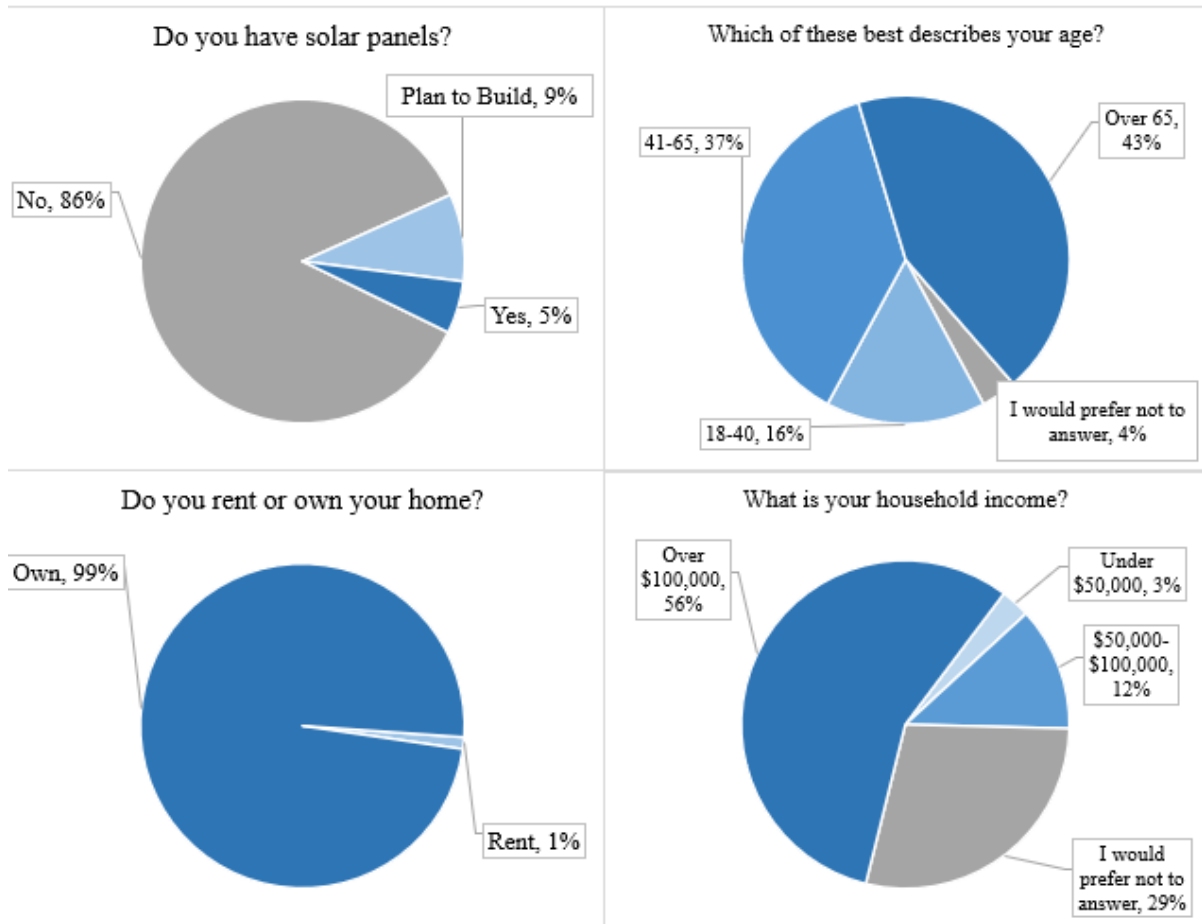


Who is your energy supplier?

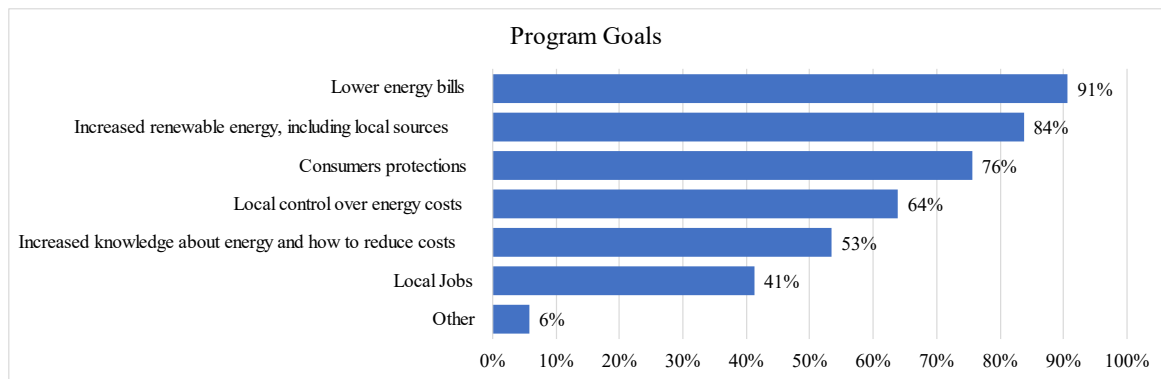


Amherst customers are served by Eversource. The majority of survey respondents, 87% were residents with Eversource as their default service provider. 13% of respondents reported utilizing a competitive supplier for their electricity. This is normal for a NH community, which is typically 10-15%. Customers with individual competitive supply contracts retain their current supplier unless they choose to enroll in the Community Power program. These customers are encouraged to look at their rates and contract terms to see if Community Power is right for them. Participation in individual competitive supply at the outset does not affect the launch or implementation of Amherst Community Power.

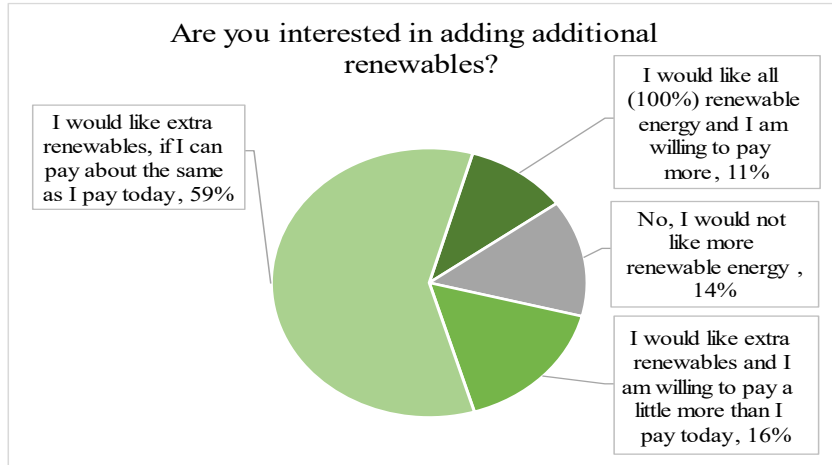
The majority of respondents own their homes, 100%, with 0% reporting that they rent or prefer not to answer. More than half of respondents were above the age 65, with all adult age demographics represented. Household income response included all categories, with a sizeable fraction preferring not to answer (32%). Note that the new Amherst Community Power options are available to all customers without regard for income. For customers receiving bill assistance, these benefits are unchanged and in addition to the potential benefits of participation in Community Power.



What would you want Amherst Community Power to bring to your community?

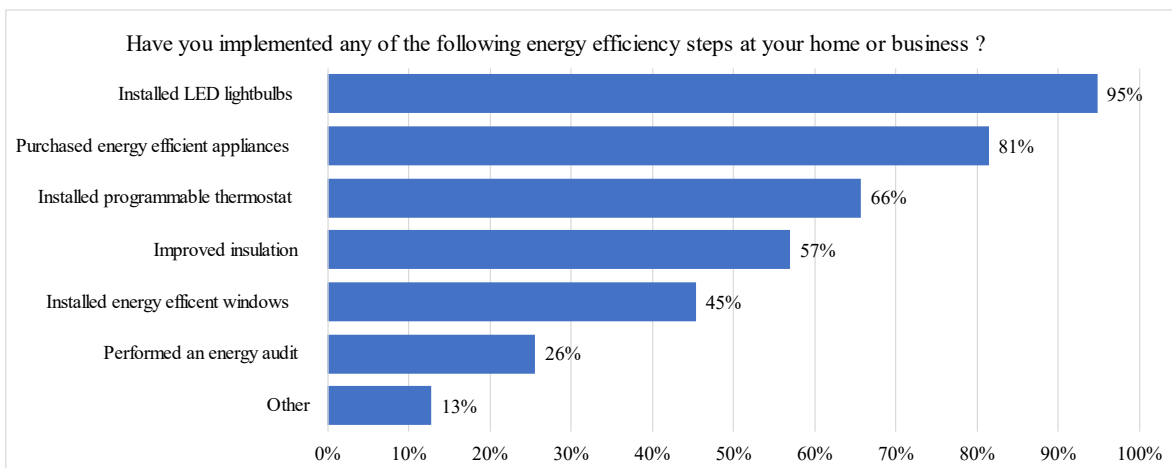


Lower energy bills were chosen by 91% of respondents to this question. Lower energy bills, price stability, and consumer protections are all goals of Amherst Community Power program. In addition, Amherst Community Power provides stable rates for periods longer than the utility default rate, which changes every six months.

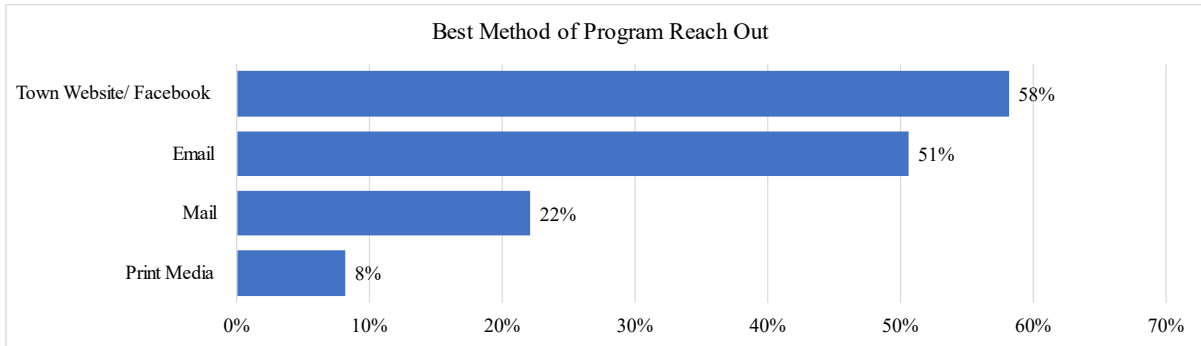


Survey respondents were asked about their preference for more renewable energy in their electricity supply. Almost all of respondents, 91%, want more renewable energy in their electricity supply, and 39% indicated that they are willing to pay more to do so. 52% of respondents indicated that they would like more renewable energy if the price were competitive with current utility rates (“about the same as I do today”). Amherst Community Power will launch with options with different levels of renewable energy from a Basic option that meets the state minimum RPS requirements up to 100% for customers wanting maximum renewable energy. All renewable energy in the program is preferred as certified as Class I NH renewable energy to support renewable energy proliferation in the New England region.

Survey respondents were asked about other cost-saving energy measures they had taken at their home or business. 91% reported having installed energy efficient lightbulbs and 81% had installed efficient appliances, and 56% a programable thermostat. The Amherst Community Power Plan includes an educational component to help raise community awareness of other energy and cost-saving measures, including funding to help customers in Amherst save money on their energy use.



Finally, respondents were asked about communication preferences for the program. While email was preferred by most respondents, the program will continue to use all methods.





Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Revision to the Employee Policy Handbook Policy 320 Deferred Compensation

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

Effective July 1, 2024, new full-time employees (FTEs) will be enrolled into the NH Retirement system.

FTEs hired prior to July 1, 2024 will have the choice to either enter NH Retirement System **OR** receive a 7% town contribution to their 457(b) plan.

All employees will continue to have the option to contribute to the 457(b) with deferred compensation.

This revision of Town Policy 320 Deferred Compensation Plan 457(b) is to reflect these changes.

The policy currently reads:

320 Deferred Compensation Plan 457 (b)

Effective Date: 7/11/2022

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

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

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

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

Complete details of the 457 (b) savings plan are described in the Summary Plan

Description provided to eligible employees. Contact Administrator for more information about the 457 (b) plan.

The proposed revision reads:

320 Deferred Compensation Plan 457 (b)

Effective July 1, 2024

The Town of Amherst has established a 457(b) deferred compensation plan to provide eligible full-time employees with an option for retirement planning. The Town 457(b) plans allow you to elect how much salary you wish to contribute, up to the yearly established federal maximum, and to direct the investment of your plan account to meet your individual needs. You may choose to use base wages or gross wages. Because your contribution to a 457(b) plan is automatically deducted from your pay before federal and state tax are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, tax rules typically apply to 457 (b) distributions. You may join or adjust your contribution at any time.

FTEs **hired prior to July 1, 2024**, may opt to receive a 7% contribution from the Town in lieu of joining the NH Retirement System (NHRS). Employees opting to join the NHRS are **not** eligible for the 7% contribution but may elect to continue to contribute funds.

Employees hired after July 1, 2024, shall be enrolled in the NHRS, and will not be eligible to receive any Town contribution to the 457(b) plans. They may elect to participate in the 457(b) plan, opting to use either base wages or gross wages.

Contact Administration for more information about the 457(b) plans.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the revised Town Policy 320 Deferred Compensation Plan 457(b), effective July 1, 2024.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



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

Title: Reorganization of CIP Board
Meeting Date: May 13, 2024

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Road Name request
Meeting Date: May 13, 2024

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

Bob Pace, has requested the following street names for new streets in the East Village condominium community:

Renee Drive
Debbie Lane

Nic Strong, Chief Ciampoli and Chief Conely have reviewed the records and have agreed that the names are available and approved.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the road names Renee Drive and Debbie Lane.

TOWN ADMINISTRATOR RECOMMENDATION:

concur

ATTACHMENTS:

1. Re_ Road names for East Village Condos
2. 4.24.24 Police Chief Email Road Names
3. FW_ House Numbers East Village

From: [Robert Pace](#)
To: [Nic Strong](#); ["Austin DeSantis"](#); [Matthew Silverstein](#); [Mark D & S Excavation](#); [Steven Keach](#); [Jennifer Stover](#); [Matthew Conley](#)
Subject: Re: Road names for East Village Condos
Date: Tuesday, April 23, 2024 8:35:07 AM

[External Sender]:

Good morning to all
Pursuant to our meeting Monday, April 24, please accept this email as a formal request for the following street names to be used in East Village condominiums
Renee Drive
Debbie Lane

Thank you

Bob Pace
603-548-9990

From: Nic Strong <nstrong@amherstnh.gov>
Sent: Monday, April 22, 2024 7:50 AM
To: Robert Pace <rpace100@outlook.com>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>; Steven Keach <skeach@keachnordstrom.com>
Subject: FW: Meeting

All,

I checked on the road names. Neither Debbie nor Renee showed up on the list I have. Send the request for the road name to Jennifer Stover jstover@amherstnh.gov with a request for the Board of Selectmen to approve it. It should also be sent to the Fire Chief Matt Conley mconley@amherstnh.gov for his approval.

There is a landscape plan. I guess we all blanked on that. See attached. It doesn't mention anything about the entrance except stone walls. You may need a sign permit so you should get in touch with the Building Inspector.

Let me know if you have any questions.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

Email Confidentiality Statement: The information contained in this email message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by email, and delete the original message.

The **Right-To-Know law (RSA-91-A)** provides that most email communications, to or from Town Employees regarding the business of the Town of Amherst, are government records available to the public upon request. Therefore, this email communication may be subject to public disclosure.

Please remember not to use "REPLY ALL" when replying to emails sent from this office; doing so runs the risk of holding a meeting via email, which violates the Open Meeting provisions of RSA 91-A.

From: Nic Strong

Sent: Wednesday, April 17, 2024 2:20 PM

To: Robert Pace <rpace100@outlook.com>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>; Steven Keach <skeach@keachnordstrom.com>

Subject: RE: Meeting

Meeting is on for next Monday, April 22, 2024, at 7:30 a.m. at Town Hall.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

Email Confidentiality Statement: The information contained in this email message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by email, and delete the original message.

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Please remember not to use "REPLY ALL" when replying to emails sent from this office; doing so runs the risk of holding a meeting via email, which violates the Open Meeting provisions of RSA 91-A.

From: Robert Pace <rpace100@outlook.com>

Sent: Wednesday, April 17, 2024 12:06 PM

To: Nic Strong <nstrong@amherstnh.gov>; Jeff Quirk <jquirk@keachnordstrom.com>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>

Subject: Meeting

[External Sender]:

Good morning Nic and all,

We are planning to pave next Thursday and thought a brief meeting would be helpful to address a few issues like a new bond estimate and building permits.

I can make myself available anytime.

Please advise what might work for you.

Thanks

Bob

603-548-9990

Nic Strong

From: Anthony Ciampoli
Sent: Wednesday, April 24, 2024 11:44 AM
To: Nic Strong
Subject: Re: Road names for East Village Condos

No worries here



Anthony E. Ciampoli
Chief of Police
Amherst Police Department
175 Amherst Street
Amherst, NH 03031
PH: 603-673-4900
FX: 603-672-8477

CONFIDENTIALITY NOTICE:

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From: Nic Strong <nstrong@amherstnh.gov>
Sent: Tuesday, April 23, 2024 9:10 AM
To: Anthony Ciampoli <aciampoli@amherstnh.gov>
Subject: FW: Road names for East Village Condos

Anthony,

The subdivision on New Boston Road that was divided by Clearview Development and is under construction needs approval of the road names. See email below. The BoS and Fire Chief are also going to consider the names.

Please let me know if you have any issues with the proposed names.

Let me know if you have any questions.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

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From: Robert Pace <rpace100@outlook.com>

Sent: Tuesday, April 23, 2024 8:35 AM

To: Nic Strong <nstrong@amherstnh.gov>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>; Steven Keach <skeach@keachnordstrom.com>; Jennifer Stover <jstover@amherstnh.gov>; Matthew Conley <mconley@amherstnh.gov>

Subject: Re: Road names for East Village Condos

[External Sender]:

Good morning to all

Pursuant to our meeting Monday, April 24, please accept this email as a formal request for the following street names to be used in East Village condominiums

Renee Drive
Debbie Lane

Thank you

Bob Pace
603-548-9990

From: Nic Strong <nstrong@amherstnh.gov>

Sent: Monday, April 22, 2024 7:50 AM

To: Robert Pace <rpace100@outlook.com>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>; Steven Keach <skeach@keachnordstrom.com>

Subject: FW: Meeting

All,

I checked on the road names. Neither Debbie nor Renee showed up on the list I have. Send the request for the road name to Jennifer Stover jstover@amherstnh.gov with a request for the Board of Selectmen to approve it. It should also be sent to the Fire Chief Matt Conley mconley@amherstnh.gov for his approval.

There is a landscape plan. I guess we all blanked on that. See attached. It doesn't mention anything about the entrance except stone walls. You may need a sign permit so you should get in touch with the Building Inspector.

Let me know if you have any questions.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

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From: Nic Strong
Sent: Wednesday, April 17, 2024 2:20 PM
To: Robert Pace <rpace100@outlook.com>; 'Austin DeSantis' <austind171@gmail.com>; Matthew Silverstein <silverism33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>; Steven Keach <skeach@keachnordstrom.com>
Subject: RE: Meeting

Meeting is on for next Monday, April 22, 2024, at 7:30 a.m. at Town Hall.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

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From: Robert Pace <rpace100@outlook.com>
Sent: Wednesday, April 17, 2024 12:06 PM
To: Nic Strong <nstrong@amherstnh.gov>; Jeff Quirk <jquirk@keachnordstrom.com>; 'Austin DeSantis'

<austind171@gmail.com>; Matthew Silverstein <silversm33@yahoo.com>; Mark D & S Excavation <dse@gsinet.net>
Subject: Meeting

[External Sender]:

Good morning Nic and all,

We are planning to pave next Thursday and thought a brief meeting would be helpful to address a few issues like a new bond estimate and building permits.

I can make myself available anytime.

Please advise what might work for you.

Thanks

Bob

603-548-9990

From: [Jennifer Stover](#)
To: [Jennifer Stover](#)
Subject: FW: House Numbers East Village
Date: Wednesday, May 8, 2024 2:19:36 PM
Attachments: [Outlook-fswutecg](#)

From: Matthew Conley <mconley@amherstnh.gov>
Sent: Wednesday, May 8, 2024 12:29 PM
To: Nic Strong <nstrong@amherstnh.gov>; Michele Boudreau <mboudreau@amherstnh.gov>
Cc: Matthew Conley <mconley@amherstnh.gov>
Subject: Re: House Numbers East Village

Thanks, Nic! I don't have an issue with the proposed names.

MATTHEW CONLEY
CHIEF OF DEPARTMENT
AMHERST FIRE RESCUE
P O Box 1 199
177 AMHERST STREET
AMHERST, NH 03031
PHONE: 603-673-1545 X301
FAX: 603-672-3927
E-MAIL: MCONLEY@AMHERSTNH.GOV



From: Nic Strong <nstrong@amherstnh.gov>
Sent: Wednesday, May 8, 2024 12:25 PM
To: Michele Boudreau <mboudreau@amherstnh.gov>; Matthew Conley <mconley@amherstnh.gov>
Subject: RE: House Numbers East Village

There was an update after this. The owner proposed two names, Renee Drive and Debbie Lane. I forwarded that to you last week or the week before. Jennifer has it to go to the BoS. Anthony has said he has no issue with those names. Jennifer is waiting on Matt before the BoS will act on the request.

Thank you,

Nic Strong
Community Development Director

Town of Amherst
2 Main Street
Amherst, NH 03031

Phone: (603) 673-6041 ext. 204

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

Title: Action Items

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. BOS Action Items 4.30.2024

AMHERST BOS ACTION ITEMS

	ITEM	CREATION DATE	DUE DATE	PERSONS RESPONSIBLE	NOTES
1	Advise BOS of Ambulance Usage and Cost information, separately for each of the three ambulances	5/8/2023	5/13/2024	Chief Conley	
2	Written request for impact fee expenditure for Buck Meadow Engineering per policy	11/20/2023	5/13/2024	Craig	Craig will submit request for use of Impact Fees
3	Review of Town Common Policy	12/11/2023	5/13/2024	BOS	Agenda Item - BOS to discuss proposed policy changes
4	Draft Changes to retirement policy to reflect 457(b) and NHRS changes	1/22/2024	5/13/2024	Dean, Jennifer	
5	Ensure AFR Solar Panels Functioning and Town is Receiving Net-Metering credit	2/12/2024	5/13/2024	Dean, Chief Conley	Chief continuing work with Eversource & Constellation
6	Respond to SAU re Impact Fee Request	4/29/2024	5/13/2024	Dean, Bill	Update SAU re legal opinion received from counsel
7	Discussions re revision to Mont Vernon Ambulance Contract	6/26/2023	5/28/2024	Danielle, Dean	Prepare for and commence negotiations
8	Provide recommendations on who should conduct assessment of Tower Truck	12/18/2023	5/28/2204	Chief Conley	Repair costs ~700K. Chief to develop comprehensive alternative proposals
9	Make inquiries re improving cell service in village	7/24/2023	5/28/2024	Peter, Danielle, Dean	Dean to respond back with negotiation updates
10	Status of TF I Property Quiet Title Effort	10/10/2023	5/28/2024	Dean	Check with T. Quinn re status
11	Sanborn-Head Report/Recommendations re Fire Station Remediation	10/10/2023	6/10/2024	Dean	SH submitting 3 alternatives to DES (277K-1.9M). Need DES response
12	Review Personnel Funded through -02 Account	12/11/2023	6/10/2024	Bill	BOS and Rec make decisions before next budget cycle
13	Chestnut Hill traffic study/Highway Safety status	11/6/2023	6/24/2024	Dean, Chief Ciampoli	Need additional information from NRPC
14	BOS discuss use of ARPA Funds	5/22/2023	6/24/2024	BOS	Timing of commitment requirement (12/31/24) vs. PFAS usage
15	Civil Engineering on-Call Contract - Report on FY24 Usage	9/11/2023	7/15/2024	Eric	Compare usage of two awardees



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Appointment of Dalton Mutz (APD)

Department: Police Department

Meeting Date: May 13, 2024

Staff Contact: Anthony Ciampoli

BACKGROUND INFORMATION:

The Amherst Police Department has selected Dalton Mutz as their newest patrol officer following a rigorous hiring process where he emerged as a top candidate. Mutz, a graduate of Concord, NH High School, holds a Bachelor's Degree in Sociology from Coastal Carolina University. His background includes diverse experiences in customer service, management, and private investigation.

Mutz's appointment fills the department's 19th full-time position, restoring it to full staffing capacity. His qualifications were further underscored by a comprehensive background investigation, affirming his exemplary character. With Mutz's blend of education and varied professional experiences, the Amherst Police Department stands to benefit from his unique skill set as he joins our team.

BUDGET IMPACT:

(Include general ledger account numbers)

No adverse impact as the position is currently vacant and fully budgeted.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

I recommend the appointment of Dalton Mutz to the position of patrol officer effective May 20, 2024 at Police Union Grade 9 Step 1 which is \$26.62 per hour as well as the benefits outlined in his offer letter which is attached.

SUGGESTED MOTION:

I move to accept the appointment of Dalton Mutz to the position of Patrolman effective 5-27-24 at Grade 9/Step 1 (\$26.62) with all of the benefits outlined in his offer letter.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Mutz PAR
2. Mutz Resume
3. Mutz Offer Letter



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Proposal for Reallocation of Funds/Bid Award

Department: Police Department

Meeting Date: May 13, 2024

Staff Contact: Anthony Ciampoli

BACKGROUND INFORMATION:

Background

Last fall, I presented a detailed strategic plan to the Board of Selectmen regarding urgent upgrades required for our Communications Center. The plan underscored significant infrastructure deficiencies, notably the outdated dispatch consoles and a 40-year-old radio tower, both surpassing their expected lifespan. These issues were further compounded by a damning structural engineering report from 2021, which highlighted severe inadequacies in the existing tower's compliance with safety standards.

Subsequent investigations uncovered additional challenges plaguing our communication infrastructure. At the Pennichuck Water Tower site, crucial equipment purchased through grants seven years ago remains uninstalled due to funding shortages, while our essential voice recorder system is also failing, disrupting daily operations and posing risks to communication reliability, which in turn puts our emergency services and community as a whole in danger.

Despite concerted efforts to secure external funding through grants, our financial constraints persist. The capital reserve fund for the Communications Center is forecasted to reach approximately \$140k by July 1st, which falls short of the projected costs for any one of the essential upgrades or repairs in totality.

Vendor assessments conducted with Two-Way Communications and Beltronics provided insight into potential solutions. Two-Way Communications is responsible for our current infrastructure and has provided a quote based upon their advised necessary upgrades/replacements to the system as a whole. While 2-Way Communications primarily offers Motorola products, Beltronics presents a comprehensive package which will integrate radio systems, consoles, and voice recording

equipment via Zetron brand equipment. Though a change from the Motorola based system, favorable feedback from employees who experienced the Beltronics' system during a demonstration emphasizing its suitability and user-friendliness.

The total project cost from each vendor is as follows:

Beltronics	\$236,446.02
Two-Way Communications Service	\$194,989.22

Funding Proposition

To address the shortfall in funding, I suggest a strategic reallocation of surplus payroll funds. This proposal stems from recognizing the vital reliance of the Police Department, the largest user of the

Communications Center for its 24-hour operations, on its functionality. Additionally, the surplus funds were accumulated through prudent budget management during a staffing crisis, reflecting responsible financial management.

Specifically, at the start of fiscal year 24, we implemented significant cost-cutting measures, such as leaving one detective position unfilled and reducing scheduled overtime through supervisor utilization in the patrol schedule. To provide context, if all vacancies were filled through overtime, the cost, including retirement contributions, would have exceeded \$250,000. At our lowest overtime rate of \$39.39 per hour, with the town's retirement contribution (31.28%) factored in, this amounts to over \$8,000 per month or more than \$80,000 since last July for a single vacancy. These actions were taken with the understanding that these sacrifices could later serve as a funding solution for critical projects.

It's imperative to emphasize the urgency of these infrastructure upgrades. Without immediate action, the costs of inaction will continue to escalate, potentially jeopardizing both operational efficiency and public safety.

If the funds are approved for this project, it would enable me to concentrate on utilizing the capital reserve funds for either the tower replacement or completing the Pennichuck water tower. Concurrently, I'm actively engaging with the town regarding the potential acquisition of a cell tower. If we manage to secure a cell tower without any costs, it would free up sufficient funding from the capital reserves for the completion of the Pennichuck site work as well as the realigning of our 3 microwave dishes that are currently out of alignment. This strategic approach ensures prudent allocation of resources across multiple projects.

Vendor Selection/Recommendation

In undertaking this substantial project, typically, three bids would be sought. However, in our area, only 2-Way Communications and Beltronics offer viable options, with local on-site technical support being a paramount concern for such work. Both companies boast proven track records of reliability and customer service.

2-Way Communications engineered our current infrastructure at the inception of the Amherst Communications Center's development, granting them invaluable historical knowledge of our system's intricacies. Meanwhile, Beltronics has consistently supported the Town of Amherst with various projects over the years, making either choice a strong contender.

The quotes provided offer the closest comparison between two different product lines. Despite this, 2-Way Communications managed to present a quote approximately \$40,000 lower than Beltronics. Moreover, they have demonstrated a commitment beyond the immediate project by proposing strategic plans for system improvements and offering a comprehensive package proposal, which includes addressing crucial needs beyond the scope of the consoles/radio/recorder project.

Should the Board decide to approve the surplus funding allocation and award the project to 2-Way, I strongly recommend considering the comprehensive solution they provide. This would set the Town of Amherst, its emergency services, and the community at large on a path of enhanced safety and reliability.

Conclusion

In summary, prioritizing the replacement of dispatch consoles with 2-Way or Beltronics is crucial to address critical infrastructure deficiencies and ensure the reliability and effectiveness of our communication systems. The safety of the Town of Amherst and our department personnel is

something I am not comfortable putting on the back burner. Inaction is simply not an option as the costs compound with each passing year. Increased capital reserve funding is currently underway to ensure that future CRF balance would sufficiently cover the cost of system replacement once obsolete.

Given the foregoing information, I recommend that the Board award the bid to 2-Way Communications Service for the quote identified as "Budgetary Option 1". If so inclined, I have additionally attached a scope of work and proposal for the additional necessary work identified as "Comprehensive Option" which is separate and distinct and could be scheduled for review at the next BOS meeting with a representative from 2-Way to fully explain these critical infrastructure upgrades.

BUDGET IMPACT:

(Include general ledger account numbers)

\$194,989.22 of surplus payroll associated funds to be taken from several lines or potentially up to \$307,100.96 for a more comprehensive solution to the overall infrastructure needs.

POLICY IMPLICATIONS:

None

DEPARTMENT HEAD RECOMMENDATION:

I recommend that the Board award the bid of \$194, 989.22 of surplus APD payroll associates funds to our current vendor 2-Way Communications for this dispatch console and radio/recorder project. As this award will designate 2-Way as a future sole source vendor for the remaining necessary projects. As such, I strongly urge the Board to consider funding the second and more comprehensive proposal which brings our failing system further along in our critical infrastructure needs to increase system viability, reliability and safety for the entire community.

SUGGESTED MOTION:

Move to accept and award the bid of \$194, 989.22 for the dispatch console/radio conversion project to 2-Way Communications Service utilizing surplus APD payroll associated funds or alternatively, move to accept the "Comprehensive Option" proposal of \$307,100.96 to 2-Way Communications with an expanded scope of work.

TOWN ADMINISTRATOR RECOMMENDATION:

Worth discussing. BOS may need to waive purchasing plan for part of this, depending on actions taken.

ATTACHMENTS:

1. Bid Sheet

2. 2-Way Communications
3. Beltronics

TOWN OF AMHERST

Town Department: Amherst Police Department

Date: 5-7-24

General Ledger Account Number/Description:
Multiple surplus lines

Budget Amount: N/A

Bid #: _____ **Item:** _____

<u>VENDOR Name and Address</u>	<u>PRICE/UNIT</u>	<u>TOTAL</u>	<u>OTHER CONSIDERATIONS</u>
2-Way Communication Services, Inc. 19 Durham Street Portsmouth, NH 03801	Total Project	\$194,989.22	There is a second comprehensive quote that includes robust solutions to multiple identified projects and "failure points solutions"
Beltronics 240 Main Dunstable Road Nashua, NH 03062	Total Project	\$236, 446.02	This proposal represents a change in vendor and product line

2-Way Communications Services

Recommend bid be awarded to: _____

Signature of Town Administrator/Date

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

STATEMENT OF WORK (Proposed)

2-Way Communications Service, Inc.

Amherst, NH Police Department – New K1 Core/MCC7500E

*BUDGETARY OPTION 1**

Account Rep:

Engineers: J. Eslinger

Overview: The dispatch console currently in use by Amherst Police dispatch is an aging Motorola MCC5500 circuit-based console with 2 operator positions. This aging system is no longer supported by the manufacturer and is to be replaced with a Motorola conventional K1 Core, including two MCC7500E IP consoles. This Core solution allows for flexibility and scalability if the need for dispatch expansion arises in the future. For enhanced interoperability, the proposed system also includes four APX8500 all-band console multi-channel control stations to replace existing resources. Although not included in this proposal, the Amherst Motorola K1 Core can be connected to the State of New Hampshire Motorola M-Core to further enhanced interoperability, if desired.

Following a detailed survey of the existing radio network, 2-Way engineers determined that major system components are still current and will be integrated with the new system architecture. These components will receive a free software upgrade in order to be compatible with the new Core solution.

Because the proposed console solution is quite different than the existing system, 2-Way will provide training to include basic and advanced console operation as well as basic configuration and troubleshooting of the MCC7500E platform at no additional charge. The new system will be built and configured at 2-Way's staging facility, and thus will be fully operational for training purposes prior to implementation.

Project Wide

2-Way will provide the following services to support the new Amherst Police K1 Core

- Pre/Post sales engineering, consulting, and design
- Dedicated 2-Way Project Manager
- Inventory management, warehousing, delivery
- System staging and pre-installation testing/verification
- Custom-tailored training for Amherst dispatch staff at the 2-Way facility
- Post-installation testing and optimization
- **Provide a one-year subscriber preventative maintenance program at no charge (see additional scope)**
- **Provide a one-year fixed equipment preventative maintenance program at no charge (see additional scope)**

Infrastructure Sites

(1) Amherst PDHQ

This site consists of the following new equipment:

- Conventional K1 Core
- 2 - MCC7500E IP console operator positions
- Eventide NexLog IP/analog recorder
- UPS backup power systems for Core and RF components
- 4 - APX8500 console multi-channel stations

2-Way will provide the following labor and materials

- Install K1 Core and RF components (two racks)
- Install new MCC7500E console operator positions
- Provide and install necessary network cables
- Perform necessary device software upgrades
- Follow R56 standards where practical

The engineered design includes 2 new MCC7500E console operator positions. The user interface employed by this console is intuitive and easy to navigate, and also highly customizable. Clean and simplified installation is possible with the included CommandCentral Hub, which incorporates data, power, and audio distribution in the same compact form factor. Call processing for these consoles is performed by the DSC8000 conventional site controller, Motorola's latest and most efficient device for the management and direction of voice calls within the K-Core architecture. Also included is the MC-Edge, an intelligent IoT gateway allowing the operator to control and monitor doors or other ancillary equipment from the same dispatch screen.

The APX8500 console is a type-accepted multichannel base station, purpose built to provide flexibility and interoperability. The MCC7500E console is able to select any one of up to 255 analog or P25 digital channels in each base station. The APX8500 consoles can be easily upgraded to add features, such as trunking and encryption.

Telephone and radio recording is included at each console operator position in a user-friendly instant retrieval system. Motorola's Enhanced IRR solution allows all radio resources to be recorded, as well as associated radio ID's. Long-term recording is accomplished using a new Eventide NexLog server. This system is capable of recording multiple VoIP, IP, and analog sources. Eventide's scalable NexLog platform allows for seamless future expansion.

Backup power for critical components is provided by 2 UPS systems. In the event of a utility failure, these systems provide stable power for the time required to transfer to generator power. These UPS systems use double-conversion technology, adding another level of power conditioning and surge suppression to further protect vital system components.

(2) Pennichuck Tank

This site consists of the following new equipment:

- None

2-Way will provide the following labor and materials

- Upgrade all RF site device software to current system release

(3) New Boston Space Force Station

This site consists of the following new equipment:

- None

2-Way will provide the following labor and materials

- Upgrade all RF site device software to current system release

Additional 2-Way responsibilities

The following items are included

- All work to be performed by qualified personnel
- Motorola R56 Standards and Guidelines for Communication Sites shall be followed where practical and within the scope of this project
- Work to be performed during regular business hours unless otherwise arranged
- All work areas shall be left broom clean at the end of each day

Town of Amherst responsibilities

The following items are not carried in the scope of this project and are the responsibility of the Town of Amherst

- Designate a single point of contact or Project Manager
- Parking placard for designated service vehicles for duration of project if required
- Lay down and storage areas as needed
- Access to facilities during normal business hours M-F 8:00-4:30 excluding Holidays unless specifically agreed upon
- Suitable environment for equipment
- Suitable AC power
- Suitable earth ground point within 20' of installation
- Provide analog handoff of telephone audio for long-term recording if necessary
- All associated permits and fees



Budgetary

CUSTOMER: NH_Amherst K1/MCC7500E**BUDGETARY OPTION 1** DATE: 5/7/2024

ITE	SUB SYS ID	QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED	Disc.	Disc. Est.
K1 Core / MCC7500E									
PDHQ	K1Core	1	405	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	\$ 26,943.00	\$ 26,943.00	12%	\$ 23,709.84
PDHQ	K1Core	1	405	CA03828AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER	\$ -	\$ -	12%	\$ -
PDHQ	K1Core	1	405	CA03828AA-P	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER PRIC	\$ 4,000.00	\$ 4,000.00	12%	\$ 3,520.00
PDHQ	K1Core	1	183	CA01663AB	ADD: RACK	\$ 495.00	\$ 495.00	12%	\$ 435.60
PDHQ	K1Core	1	708	DSCL5808NCKIT	8 PORT LCD KVM 8 USB-PS 2 COMBO CAB	\$ 2,206.00	\$ 2,206.00	7%	\$ 2,051.58
PDHQ	K1Core	1	207	DSRMTS02	RACKMOUNT SHELFSTD, FIXED, VENTED-BLACK	\$ 102.00	\$ 102.00	7%	\$ 94.86
PDHQ	CM/CAM	1	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ 2,750.00	12%	\$ 2,420.00
PDHQ	CM/CAM	1	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	CM/CAM	1	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ 165.00	12%	\$ 145.20
PDHQ	CM/CAM	1	443	BVN1013	MKM 7000 Console Alias Manager Software	\$ 250.00	\$ 250.00	12%	\$ 220.00
PDHQ	MCN	0	229	DDN1289	MCN SERVER 8000 SW LIC FOR 4 MOTOROLA IP COMPAR	\$ 9,556.00	\$ -	12%	\$ -
PDHQ	MCN	0	229	DDN1290	MCN SERVER 8000 MANUAL	\$ 51.75	\$ -	12%	\$ -
PDHQ	MCN	0	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ -	12%	\$ -
PDHQ	MCN	0	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	MCN	0	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ -	12%	\$ -
PDHQ	CCGW	1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 5,000.00	12%	\$ 4,400.00
PDHQ	CCGW	1	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
PDHQ	CCGW	4	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ 3,000.00	12%	\$ 2,640.00
PDHQ	AUX I/O	1	275	F0016A	MC IOT MAIN MODEL	\$ 1,045.00	\$ 1,045.00	12%	\$ 919.60
PDHQ	AUX I/O	1	275	VA01945AA	ADD: MC EDGE AS AUX I/O SERVER	\$ -	\$ -	12%	\$ -
PDHQ	AUX I/O	1	275	VA00985AA	ADD: NO PIGGY_MC-EDGE	\$ -	\$ -	12%	\$ -
PDHQ	AUX I/O	2	275	VA00989AA	ADD: 800 EE 16DI 5-18 V /DRY	\$ 600.00	\$ 1,200.00	12%	\$ 1,056.00
PDHQ	AUX I/O	1	275	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT	\$ 247.00	\$ 247.00	12%	\$ 217.36
PDHQ	AUX I/O	1	275	VA00155	ADD:DC POWER CABLE	\$ 55.00	\$ 55.00	12%	\$ 48.40
PDHQ	AUX I/O	1	499	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOL	\$ 392.00	\$ 392.00	7%	\$ 364.56
PDHQ	AUX I/O	1	275	VA00147	ADD: FRONT CABLE COVERS	\$ 11.00	\$ 11.00	12%	\$ 9.68
PDHQ	MCC7500E	1	244	B1948	MCC 7500E DISPATCH POSITION LICENSE	\$ -	\$ -	12%	\$ -
PDHQ	MCC7500E	2	244	UA00653AA	ADD: BASIC CONSOLE OPERATION	\$ 5,280.00	\$ 10,560.00	12%	\$ 9,292.80
PDHQ	MCC7500E	2	244	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	\$ 3,960.00	\$ 7,920.00	12%	\$ 6,969.60
PDHQ	MCC7500E	2	244	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	\$ 3,675.00	\$ 7,350.00	12%	\$ 6,468.00
PDHQ	MCC7500E	2	244	UA00661AA	ADD: ENHANCED IRR	\$ 3,000.00	\$ 6,000.00	12%	\$ 5,280.00
PDHQ	MCC7500E	1	244	B1949	MCC 7500E SOFTWARE DVD	\$ 250.00	\$ 250.00	12%	\$ 220.00
PDHQ	MCC7500E	2	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ 5,500.00	12%	\$ 4,840.00
PDHQ	MCC7500E	2	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ 330.00	12%	\$ 290.40
PDHQ	MCC7500E	2	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	MCC7500E	2	708	DSEV191B	TECH GLOBAL EVOLUTION SERIES 19INCH WITH TOUCH	\$ 1,278.00	\$ 2,556.00	7%	\$ 2,377.08
PDHQ	MCC7500E	1	708	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$ 172.00	\$ 172.00	7%	\$ 159.96
PDHQ	MCC7500E	2	754	B1955	COMMANDCENTRAL HUB, BASIC MODEL	\$ 3,300.00	\$ 6,600.00	12%	\$ 5,808.00
PDHQ	MCC7500E	2	754	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 13.00	\$ 26.00	12%	\$ 22.88
PDHQ	MCC7500E	2	754	CA03547AA	ADD: BRACKET, MOUNTING 2RU	\$ 30.00	\$ 60.00	12%	\$ 52.80
PDHQ	MCC7500E	2	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 650.00	\$ 1,300.00	12%	\$ 1,144.00
PDHQ	MCC7500E	2	754	CA03548AA	ADD: CABLE, POWER 24VDC	\$ 75.00	\$ 150.00	12%	\$ 132.00
PDHQ	MCC7500E	4	244	B1952	SPEAKER, DESKTOP, USB	\$ 585.00	\$ 2,340.00	12%	\$ 2,059.20
PDHQ	MCC7500E	4	754	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$ 29.00	\$ 116.00	12%	\$ 102.08
PDHQ	MCC7500E	2	443	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 400.00	12%	\$ 352.00
PDHQ	MCC7500E	2	706	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL	\$ 227.00	\$ 454.00	12%	\$ 399.52
PDHQ	MCC7500E	2	708	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	\$ 355.00	\$ 710.00	7%	\$ 660.30
PDHQ	MCC7500E	2	708	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	\$ 41.00	\$ 82.00	7%	\$ 76.26
PDHQ	MCC7500E	2	708	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB	\$ 111.00	\$ 222.00	7%	\$ 206.46
PDHQ	MCC7500E	2	708	DSICUSBAUDIO7D	STARTECH 7.1 USB AUDIO ADAPTER SOUND CARD	\$ 60.00	\$ 120.00	7%	\$ 111.60
PDHQ	UPS CORE	1	207	DSGXTRO9001038	UPS, GXT RACKMOUNT 1000VA/900W,38 MIN RUNTIME 12	\$ 2,166.00	\$ 2,166.00	7%	\$ 2,014.38
PDHQ	SITE	2	207	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOU	\$ 162.00	\$ 324.00	7%	\$ 301.32
PDHQ	RECORDER	1		Eventide Recorder	Nextlog 740 DX-Series, 16 Analog PCIe, 16 digital PBX	\$ 29,870.00	\$ 29,870.00	30%	\$ 20,909.00
Prime Site / Multi-Channel Stations									
PDHQ	FQSTD	0	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ -	7%	\$ -
PDHQ	FQSTD	0	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ -	7%	\$ -
PDHQ	FQSTD	0	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ -	7%	\$ -
PDHQ	IPLC	1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 5,000.00	12%	\$ 4,400.00
PDHQ	IPLC	1	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
PDHQ	IPLC	1	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ 750.00	12%	\$ 660.00
PDHQ	GRV PD/FIRE	0	112	T8341	GRV 8000 COMPARATOR	\$ 3,000.00	\$ -	12%	\$ -
PDHQ	GRV PD/FIRE	0	595	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	\$ -	\$ -	7%	\$ -
PDHQ	GRV PD/FIRE	0	112	CA03084AA	ADD: COMPARATOR	\$ 2,500.00	\$ -	12%	\$ -
PDHQ	GRV PD/FIRE	0	595	CA01949AC	ADD: ANALOG CONV ONLY SW	\$ 4,500.00	\$ -	12%	\$ -
PDHQ	GRV PD/FIRE	0	595	CA01952AC	ADD: ANALOG CONV SIMULCAST SW	\$ 3,000.00	\$ -	12%	\$ -
PDHQ	GRV PD/FIRE	0	112	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$ -	12%	\$ -
PDHQ	GRV PD/FIRE	0	112	CA01400AA	ADD: POWER CABLE, DC	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	PD MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	PD MULTI	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	PD MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	PD MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	PD MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	PD MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	PD MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	PD MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	FIRE MULTI	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04

SITE	SUB SYS ID	QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED	Disc.	Disc. Ext.
PDHQ	FIRE MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	FIRE MULTI	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	FIRE MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	FIRE MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	FIRE MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	FIRE MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	FIRE MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	FIRE MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	HIGHWAY BASE	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	HIGHWAY BASE	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	HIGHWAY BASE	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	HIGHWAY BASE	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	HIGHWAY BASE	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	HIGHWAY BASE	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	HIGHWAY BASE	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	HIGHWAY BASE	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	HIGHWAY BASE	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	HIGHWAY BASE	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	UHF MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	UHF MULTI	1	681	GA05508	DEL: DELETE VHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	UHF MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	UHF MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	UHF MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	UHF MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	UHF MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	UHF MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	SITE	1	509	THN1012	RACK 7' OPEN	\$ 470.00	\$ 470.00	12%	\$ 413.60
PDHQ	SITE	4	280	0784469Y02	BRKT, CBL SUPPORT	\$ 109.73	\$ 438.92	12%	\$ 386.25
PDHQ	SITE	1	547	3182602Y06	GROUNDING BUS BAR	\$ 107.25	\$ 107.25	12%	\$ 94.38
PDHQ	SITE	1	207	SDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOU	\$ 162.00	\$ 162.00	7%	\$ 150.66
PDHQ	UPS RF	1	207	DSGXTR09001038	UPS, GXT RACKMOUNT 1000VA/900W,38 MIN RUNTIME 12i	\$ 2,166.00	\$ 2,166.00	7%	\$ 2,014.38
Pennichuck Tank									
Pennichuck	FQSTD	0	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ -	7%	\$ -
Pennichuck	FQSTD	0	906	DSTRAK001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ -	7%	\$ -
Pennichuck	FQSTD	0	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ -	7%	\$ -
New Boston SFS									
NBSFS	FQSTD	0	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ -	7%	\$ -
NBSFS	FQSTD	0	906	DSTRAK001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ -	7%	\$ -
NBSFS	FQSTD	0	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ -	7%	\$ -
SPARES									
SPARES	CCGW/IPLC	0	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ -	12%	\$ -
SPARES	CCGW/IPLC	0	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
SPARES	CCGW/IPLC	0	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ -	12%	\$ -
SPARES	G SERIES	0	112	DLN8028	FRU: GRV MAIN MODULE	\$ 4,300.00	\$ -	12%	\$ -
SPARES	G SERIES	0	112	DLN6781	FRU: POWER SUPPLY	\$ 2,200.00	\$ -	12%	\$ -
SPARES	G SERIES	0	591	DLN6898	FRU: FAN MODULE	\$ 300.00	\$ -	12%	\$ -
SPARES	G SERIES	0	112	DLN6897	FRU: PA VHF	\$ 3,200.00	\$ -	12%	\$ -
SPARES	CSC	0	677	T8810	STANDALONE DSC 8000 CONTROLLER	\$ -	\$ -	12%	\$ -
SPARES	CSC	0	677	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER	\$ 5,500.00	\$ -	12%	\$ -
SPARES	CSC	0	680	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW	\$ 8,000.00	\$ -	12%	\$ -
SPARES	MCC7500E	0	244	B1952	SPEAKER, DESKTOP, USB	\$ 585.00	\$ -	12%	\$ -
SPARES	MCC7500E	0	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 650.00	\$ -	12%	\$ -
SERVICES									
SERVICES		1		LSV00Q00203A	2-Way/Motorola Engineering, Integration, Support	\$ 34,005.71	\$ 34,005.71	0%	\$ 34,005.71



MOTOROLA SOLUTIONS

Total: \$ 194,989.22

STATEMENT OF WORK (Proposed)

2-Way Communications Service, Inc.

Amherst, NH Police Department – New K1 Core/MCC7500E

****COMPREHENSIVE OPTION****

Account Rep:

Engineers: J. Eslinger

Overview: The dispatch console currently in use by Amherst Police dispatch is an aging Motorola MCC5500 circuit-based console with 2 operator positions. This aging system is no longer supported by the manufacturer and is to be replaced with a Motorola conventional K1 Core, including two MCC7500E IP consoles. This Core solution allows for flexibility and scalability if the need for dispatch expansion arises in the future. For enhanced interoperability, the proposed system also includes four APX8500 all-band console multi-channel control stations to replace existing resources. Although not included in this proposal, the Amherst Motorola K1 Core can be connected to the State of New Hampshire Motorola M-Core to further enhanced interoperability, if desired.

Following a detailed survey of the existing radio network, 2-Way engineers determined that major system components are still current and will be integrated with the new system architecture. These components will receive a free software upgrade in order to be compatible with the new Core solution.

The current analog-only simulcast comparators will be replaced with new GRV8000 IP comparators, which will allow for future upgrades to P25 digital with no additional hardware needed. The new GRV8000 comparator leverages the G-series architecture, simplifying serviceability and sparing requirements.

The simulcast site reference units (GPS) currently in use were installed at the time of the original simulcast implementation. Because of their age, and in an effort to increase system fault tolerance, this proposal includes an *optional* replacement of these devices with new Trak 8835 units, which boast a simplified and more reliable design. The existing GPS units can be retained by Amherst for use as spares in the event of GPS failure.

The proposed ecosystem of Motorola Core and simulcast components allows for a very small inventory of Field Replaceable Units (FRU's) due to cross-platform compatibility. The included FRU inventory allows all critical system components to be restored in the event of a failure, including the existing GTR8000 base stations.

Because the proposed console solution is quite different than the existing system, 2-Way will provide training to include basic and advanced console operation as well as basic configuration and troubleshooting of the MCC7500E platform at no additional charge. The new system will be built and configured at 2-Way's staging facility, and thus will be fully operational for training purposes prior to implementation.

Project Wide

2-Way will provide the following services to support the new Amherst Police K1 Core

- Pre/Post sales engineering, consulting, and design
- Dedicated 2-Way Project Manager
- Inventory management, warehousing, delivery
- System staging and pre-installation testing/verification
- Custom-tailored training for Amherst dispatch staff at the 2-Way facility
- Post-installation testing and optimization
- **Provide a one-year subscriber preventative maintenance program at no charge (see additional scope)**
- **Provide a one-year fixed equipment preventative maintenance program at no charge (see additional scope)**

Infrastructure Sites

(1) Amherst PDHQ

This site consists of the following new equipment:

- Conventional K1 Core
- 2 - MCC7500E IP console operator positions
- Eventide NexLog IP/analog recorder
- UPS backup power systems for Core and RF components
- 2 - P25 digital-capable comparators (Police and Fire)
- Trak 8835 simulcast reference
- 4 - APX8500 consolette multi-channel stations

2-Way will provide the following labor and materials

- Install K1 Core and RF components (two racks)
- Install new MCC7500E console operator positions
- Provide and install necessary network cables
- Perform necessary device software upgrades
- Follow R56 standards where practical

The engineered design includes 2 new MCC7500E console operator positions. The user interface employed by this console is intuitive and easy to navigate, and also highly customizable. Clean and simplified installation is possible with the included CommandCentral Hub, which incorporates data, power, and audio distribution in the same compact form factor. Call processing for these consoles is performed by the DSC8000 conventional site controller, Motorola's latest and most efficient device for the management and direction of voice calls within the K-Core architecture. Also included is the MC-Edge, an intelligent IoT gateway allowing the operator to control and monitor doors or other ancillary equipment from the same dispatch screen.

The APX8500 consolette is a type-accepted multichannel base station, purpose built to provide flexibility and interoperability. The MCC7500E console is able to select any one of up to 255 analog or P25 digital channels in each base station. The APX8500 consolettes can be easily upgraded to add features, such as trunking and encryption.

Telephone and radio recording is included at each console operator position in a user-friendly instant retrieval system. Motorola's Enhanced IRR solution allows all radio resources to be recorded, as well as associated radio ID's. Long-term recording is accomplished using a new Eventide NexLog server. This system is capable of recording multiple VoIP, IP, and analog sources. Eventide's scalable NexLog platform allows for seamless future expansion.

Backup power for critical components is provided by 2 UPS systems. In the event of a utility failure, these systems provide stable power for the time required to transfer to generator power. These UPS systems use double-conversion technology, adding another level of power conditioning and surge suppression to further protect vital system components.

(2) Pennichuck Tank

This site consists of the following new equipment:

- Trak 8835 simulcast site reference

2-Way will provide the following labor and materials

- Install new simulcast site reference (GPS) including new GPS antenna
- Upgrade all RF site device software to current system release
- Follow R56 standards where practical

The Trak 8835M simulcast site reference combines a GPS receiver and Rubidium reference oscillator in a compact and reliable package. All required reference signals are available natively, with no additional hardware required. Additionally, the Trak 8835M is capable of using a redundant DC power input.

(3) New Boston Space Force Station

This site consists of the following new equipment:

- Trak 8835 simulcast site reference

2-Way will provide the following labor and materials

- Install new simulcast site reference (GPS) including new GPS antenna
- Upgrade all RF site device software to current system release
- Follow R56 standards where practical

The Trak 8835M simulcast site reference combines a GPS receiver and Rubidium reference oscillator in a compact and reliable package. All required reference signals are available natively, with no additional hardware required. Additionally, the Trak 8835M is capable of using a redundant DC power input.

Additional 2-Way responsibilities

The following items are included

- All work to be performed by qualified personnel

- Motorola R56 Standards and Guidelines for Communication Sites shall be followed where practical and within the scope of this project
- Work to be performed during regular business hours unless otherwise arranged
- All work areas shall be left broom clean at the end of each day

Town of Amherst responsibilities

The following items are not carried in the scope of this project and are the responsibility of the Town of Amherst

- Designate a single point of contact or Project Manager
- Parking placard for designated service vehicles for duration of project if required
- Lay down and storage areas as needed
- Access to facilities during normal business hours M-F 8:00-4:30 excluding Holidays unless specifically agreed upon
- Suitable environment for equipment
- Suitable AC power
- Suitable earth ground point within 20' of installation
- Provide analog handoff of telephone audio for long-term recording if necessary
- All associated permits and fees



Budgetary

CUSTOMER: NH_Amherst K1/MCC7500E**COMPREHENSIVE** DATE: 5/6/2024

SITE	SUB SYS ID	QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED	Disc.	Disc. Ext.
K1 Core / MCC7500E									
PDHQ	K1Core	1	405	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE	\$ 26,943.00	\$ 26,943.00	12%	\$ 23,709.84
PDHQ	K1Core	1	405	CA03828AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER	\$ -	\$ -	12%	\$ -
PDHQ	K1Core	1	405	CA03828AA-P	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER PRICE	\$ 4,000.00	\$ 4,000.00	12%	\$ 3,520.00
PDHQ	K1Core	1	183	CA01863AB	ADD: RACK	\$ 495.00	\$ 495.00	12%	\$ 435.60
PDHQ	K1Core	1	708	DSCL5808NCKIT	8 PORT LCD KVM 8 USB-PS 2 COMBO CAB	\$ 2,206.00	\$ 2,206.00	7%	\$ 2,051.58
PDHQ	K1Core	1	207	DSRMTS02	RACKMOUNT SHELFSTD, FIXED, VENTED-BLACK	\$ 102.00	\$ 102.00	7%	\$ 94.86
PDHQ	CM/CAM	1	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ 2,750.00	12%	\$ 2,420.00
PDHQ	CM/CAM	1	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	CM/CAM	1	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ 165.00	12%	\$ 145.20
PDHQ	CM/CAM	1	443	BVN1013	MKM 7000 Console Alias Manager Software	\$ 250.00	\$ 250.00	12%	\$ 220.00
PDHQ	MCN	1	229	DDN1289	MCN SERVER 8000 SW LIC FOR 4 MOTOROLA IP COMPAR	\$ 9,556.00	\$ 9,556.00	12%	\$ 8,409.28
PDHQ	MCN	1	229	DDN1290	MCN SERVER 8000 MANUAL	\$ 51.75	\$ 51.75	12%	\$ 45.54
PDHQ	MCN	1	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ 2,750.00	12%	\$ 2,420.00
PDHQ	MCN	1	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	MCN	1	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ 165.00	12%	\$ 145.20
PDHQ	CCGW	1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 5,000.00	12%	\$ 4,400.00
PDHQ	CCGW	1	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
PDHQ	CCGW	4	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ 3,000.00	12%	\$ 2,640.00
PDHQ	AUX I/O	1	275	F0016A	MC IOT MAIN MODEL	\$ 1,045.00	\$ 1,045.00	12%	\$ 919.60
PDHQ	AUX I/O	1	275	VA01945AA	ADD: MC EDGE AS AUX I/O SERVER	\$ -	\$ -	12%	\$ -
PDHQ	AUX I/O	1	275	VA00985AA	ADD: NO PIGGY_MC-EDGE	\$ -	\$ -	12%	\$ -
PDHQ	AUX I/O	2	275	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY	\$ 600.00	\$ 1,200.00	12%	\$ 1,056.00
PDHQ	AUX I/O	1	275	VA00009	ADD: AC POWER SUPPLY UNIT 12V / 5A DC OUTPUT	\$ 247.00	\$ 247.00	12%	\$ 217.36
PDHQ	AUX I/O	1	275	VA00155	ADD:DC POWER CABLE	\$ 55.00	\$ 55.00	12%	\$ 48.40
PDHQ	AUX I/O	1	499	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOL	\$ 392.00	\$ 392.00	7%	\$ 364.56
PDHQ	AUX I/O	1	275	VA00147	ADD: FRONT CABLE COVERS	\$ 11.00	\$ 11.00	12%	\$ 9.68
PDHQ	MCC7500E	1	244	B1948	MCC 7500E DISPATCH POSITION LICENSE	\$ -	\$ -	12%	\$ -
PDHQ	MCC7500E	2	244	UA00653AA	ADD: BASIC CONSOLE OPERATION	\$ 5,280.00	\$ 10,560.00	12%	\$ 9,292.80
PDHQ	MCC7500E	2	244	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATIO	\$ 3,960.00	\$ 7,920.00	12%	\$ 6,969.60
PDHQ	MCC7500E	2	244	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE	\$ 3,675.00	\$ 7,350.00	12%	\$ 6,468.00
PDHQ	MCC7500E	2	244	UA00661AA	ADD: ENHANCED IRR	\$ 3,000.00	\$ 6,000.00	12%	\$ 5,280.00
PDHQ	MCC7500E	1	244	B1949	MCC 7500E SOFTWARE DVD	\$ 250.00	\$ 250.00	12%	\$ 220.00
PDHQ	MCC7500E	2	708	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE	\$ 2,750.00	\$ 5,500.00	12%	\$ 4,840.00
PDHQ	MCC7500E	2	708	T8742	MCAFFEE WINDOWS AV CLIENT A2019.1	\$ 165.00	\$ 330.00	12%	\$ 290.40
PDHQ	MCC7500E	2	877	T8806A	WINDOWS SUPPLEMENTAL TRANS CONFIG A2020.1	\$ -	\$ -	12%	\$ -
PDHQ	MCC7500E	2	708	DSEV191B	TECH GLOBAL EVOLUTION SERIES 19INCH WITH TOUCH	\$ 1,278.00	\$ 2,556.00	7%	\$ 2,377.08
PDHQ	MCC7500E	1	708	DSF2B56AA	USB EXTERNAL DVD DRIVE	\$ 172.00	\$ 172.00	7%	\$ 159.96
PDHQ	MCC7500E	2	754	B1955	COMMANDCENTRAL HUB, BASIC MODEL	\$ 3,300.00	\$ 6,600.00	12%	\$ 5,808.00
PDHQ	MCC7500E	2	754	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA	\$ 13.00	\$ 26.00	12%	\$ 22.88
PDHQ	MCC7500E	2	754	CA03547AA	ADD: BRACKET, MOUNTING 2RU	\$ 30.00	\$ 60.00	12%	\$ 52.80
PDHQ	MCC7500E	2	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 650.00	\$ 1,300.00	12%	\$ 1,144.00
PDHQ	MCC7500E	2	754	CA03548AA	ADD: CABLE, POWER 24VDC	\$ 75.00	\$ 150.00	12%	\$ 132.00
PDHQ	MCC7500E	4	244	B1952	SPEAKER, DESKTOP, USB	\$ 585.00	\$ 2,340.00	12%	\$ 2,059.20
PDHQ	MCC7500E	4	754	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M	\$ 29.00	\$ 116.00	12%	\$ 102.08
PDHQ	MCC7500E	2	443	B1913	MCC SERIES HEADSET JACK	\$ 200.00	\$ 400.00	12%	\$ 352.00
PDHQ	MCC7500E	2	706	RLN609B	HDST MODULE BASE W/PTT, 15 FT CBL	\$ 227.00	\$ 454.00	12%	\$ 399.52
PDHQ	MCC7500E	2	708	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH	\$ 355.00	\$ 710.00	7%	\$ 660.30
PDHQ	MCC7500E	2	708	DSUSB31000S	STARTTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER	\$ 41.00	\$ 82.00	7%	\$ 76.26
PDHQ	MCC7500E	2	708	DSST7300U3M	STARTTECH 7 PORT USB 3.0 HUB	\$ 111.00	\$ 222.00	7%	\$ 206.46
PDHQ	MCC7500E	2	708	DSICUSBAUDIO7D	STARTTECH 7.1 USB AUDIO ADAPTER SOUND CARD	\$ 60.00	\$ 120.00	7%	\$ 111.60
PDHQ	UPS CORE	1	207	DSGXTR09001038	UPS, DSG RACKMOUNT 1000VA/900W, 38 MIN RUNTIME 12	\$ 2,166.00	\$ 2,166.00	7%	\$ 2,014.38
PDHQ	SITE	2	207	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOU	\$ 162.00	\$ 324.00	7%	\$ 301.32
PDHQ	RECORDER	1		Evenlide Recorder	NexLog 740 DX-Series, 16 Analog PCIe, 16 digital PBX	\$ 29,870.00	\$ 29,870.00	30%	\$ 20,909.00
Prime Site / Multi-Channel Stations									
PDHQ	FGSTD	1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ 18,580.00	7%	\$ 17,279.40
PDHQ	FGSTD	1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ 293.00	7%	\$ 272.49
PDHQ	FGSTD	1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ 475.00	7%	\$ 441.75
PDHQ	IPLC	1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 5,000.00	12%	\$ 4,400.00
PDHQ	IPLC	1	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
PDHQ	IPLC	1	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ 750.00	12%	\$ 660.00
PDHQ	GRV PD/FIRE	1	112	T8341	GRV 8000 COMPARATOR	\$ 3,000.00	\$ 3,000.00	12%	\$ 2,640.00
PDHQ	GRV PD/FIRE	2	595	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1	\$ -	\$ -	7%	\$ -
PDHQ	GRV PD/FIRE	2	112	CA03084AA	ADD: COMPARATOR	\$ 2,500.00	\$ 5,000.00	12%	\$ 4,400.00
PDHQ	GRV PD/FIRE	2	595	CA01949AC	ADD: ANALOG CONV ONLY SW	\$ 4,500.00	\$ 9,000.00	12%	\$ 7,920.00
PDHQ	GRV PD/FIRE	2	595	CA01952AC	ADD: ANALOG CONV SIMULCAST SW	\$ 3,000.00	\$ 6,000.00	12%	\$ 5,280.00
PDHQ	GRV PD/FIRE	1	112	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50.00	\$ 50.00	12%	\$ 44.00
PDHQ	GRV PD/FIRE	1	112	CA01400AA	ADD: POWER CABLE, DC	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	PD MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	PD MULTI	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	PD MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	PD MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	PD MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	PD MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	761	L999	ADD: FULL FP W/ES/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	PD MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	PD MULTI	1	185	GA00318	ADD: SY ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	PD MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	FIRE MULTI	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04

SITE	SUB SYS ID	QTY	APC	NOMENCLATURE	DESCRIPTION	PRICE	EXTENDED	Disa.	Dhs. Est.
PDHQ	FIRE MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	FIRE MULTI	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	FIRE MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	FIRE MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	FIRE MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	FIRE MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	FIRE MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	FIRE MULTI	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	FIRE MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	HIGHWAY BASE	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	HIGHWAY BASE	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	HIGHWAY BASE	1	681	GA05509	DEL: DELETE UHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	HIGHWAY BASE	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	HIGHWAY BASE	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	HIGHWAY BASE	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	HIGHWAY BASE	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	HIGHWAY BASE	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	HIGHWAY BASE	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	HIGHWAY BASE	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	UHF MULTI	1	681	L37TSS9PW1 N	ALL BAND CONSOLETTTE	\$ 9,933.00	\$ 9,933.00	12%	\$ 8,741.04
PDHQ	UHF MULTI	1	681	GA05507	DEL: DELETE 7/800MHZ BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	UHF MULTI	1	681	GA05508	DEL: DELETE VHF BAND	\$ (800.00)	\$ (800.00)	12%	\$ (704.00)
PDHQ	UHF MULTI	1	656	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ 567.00	\$ 567.00	12%	\$ 498.96
PDHQ	UHF MULTI	1	656	G48	ENH: CONVENTIONAL OPERATION	\$ 880.00	\$ 880.00	12%	\$ 774.40
PDHQ	UHF MULTI	1	471	W12	ADD: RF PREAMP	\$ 73.00	\$ 73.00	12%	\$ 64.24
PDHQ	UHF MULTI	1	430	G193	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	761	L999	ADD: FULL FP W/E5/KEYPAD/CLOCK/VU	\$ 868.00	\$ 868.00	12%	\$ 763.84
PDHQ	UHF MULTI	1	656	G90	ADD: NO MICROPHONE NEEDED	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	761	CA01598	ADD: AC LINE CORD US	\$ -	\$ -	12%	\$ -
PDHQ	UHF MULTI	1	185	GA00318	ADD: 5Y ESSENTIAL SERVICE	\$ 480.00	\$ 480.00	0%	\$ 480.00
PDHQ	UHF MULTI	1	761	HKN6233C	APX CONSOLETTTE RACK MOUNT KIT	\$ 200.00	\$ 200.00	12%	\$ 176.00
PDHQ	SITE	1	509	THN1012	RACK 7' OPEN	\$ 470.00	\$ 470.00	12%	\$ 413.60
PDHQ	SITE	4	280	0784469Y02	BRKT, CBL SUPPORT	\$ 109.73	\$ 438.92	12%	\$ 386.25
PDHQ	SITE	1	547	3182602Y06	GROUNDING BUS BAR	\$ 107.25	\$ 107.25	12%	\$ 94.38
PDHQ	SITE	1	207	DSDRS1215	SPD, 12 OUTLETS 15 FT CORD 1050 JOU	\$ 162.00	\$ 162.00	7%	\$ 150.66
PDHQ	UPS RF	1	207	DSGXTRO9001038	UPS, GXT RACKMOUNT 1000VA/900W.38 MIN RUNTIME 12	\$ 2,166.00	\$ 2,166.00	7%	\$ 2,014.38
Pennichuck Tank									
Pennichuck	FQSTD	1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ 18,580.00	7%	\$ 17,279.40
Pennichuck	FQSTD	1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ 293.00	7%	\$ 272.49
Pennichuck	FQSTD	1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ 475.00	7%	\$ 441.75
New Boston SFS									
NBSFS	FQSTD	1	906	DSTRAK88353M	GPS CLOCK, 10MHZ, RUBIDIUM, 48V INCL ANT AND 50' CC	\$ 18,580.00	\$ 18,580.00	7%	\$ 17,279.40
NBSFS	FQSTD	1	906	DSTRAKP001134	AC POWER SUPPLY FOR 8835 GPS CLOCK	\$ 293.00	\$ 293.00	7%	\$ 272.49
NBSFS	FQSTD	1	906	DSTRAK4008245101	MOUNTING SHELF FOR 8835 GPS CLOCK	\$ 475.00	\$ 475.00	7%	\$ 441.75
SPARES									
SPARES	CCGW/IPLC	1	147	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY	\$ 5,000.00	\$ 5,000.00	12%	\$ 4,400.00
SPARES	CCGW/IPLC	1	147	CA03714AA	ADD: AC POWER	\$ -	\$ -	12%	\$ -
SPARES	CCGW/IPLC	1	147	CA03716AA	ADD: V.24 INTERFACE	\$ 750.00	\$ 750.00	12%	\$ 660.00
SPARES	G SERIES	1	112	DLN8028	FRU: GRV MAIN MODULE	\$ 4,300.00	\$ 4,300.00	12%	\$ 3,784.00
SPARES	G SERIES	1	112	DLN6781	FRU: POWER SUPPLY	\$ 2,200.00	\$ 2,200.00	12%	\$ 1,936.00
SPARES	G SERIES	1	591	DLN6898	FRU: FAN MODULE	\$ 300.00	\$ 300.00	12%	\$ 264.00
SPARES	G SERIES	1	112	DLN6897	FRU: PA VHF	\$ 3,200.00	\$ 3,200.00	12%	\$ 2,816.00
SPARES	CSC	1	677	T8810	STANDALONE DSC 8000 CONTROLLER	\$ -	\$ -	12%	\$ -
SPARES	CSC	1	677	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER	\$ 5,500.00	\$ 5,500.00	12%	\$ 4,840.00
SPARES	CSC	1	680	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW	\$ 8,000.00	\$ 8,000.00	12%	\$ 7,040.00
SPARES	MCC7500E	1	244	B1952	SPEAKER, DESKTOP, USB	\$ 585.00	\$ 585.00	12%	\$ 514.80
SPARES	MCC7500E	1	443	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$ 650.00	\$ 650.00	12%	\$ 572.00
SERVICES									
SERVICES		1		LSV00Q00203A	2-Way/Motorola Engineering, Integration, Support	\$ 34,005.71	\$ 34,005.71	0%	\$ 34,005.71



MOTOROLA SOLUTIONS

Total: \$ 307,100.96



240 Main Dunstable Rd
Nashua, NH 03062
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(800) 323-5876
www.beltronics.net

May 6, 2024

Amherst Communications Center

Amherst, NH

Dispatch Console and supporting equipment Replacement.

Project Objective:

Replacement of MCC5500 dispatch console. Removal of old equipment and wiring.

Proposed Solution:

Installation of a Zetron MAX Dispatch at 175 Amherst St, Amherst, NH, to include 2 dispatch positions, supporting 10 radio channels. Installation of IP voice recording solution for console integration with analog support for phone. Installation of up to 8 new control station radios. Installation of uninterrupted battery backup power system to support MAX Dispatch equipment and radio equipment. Devise and implement the best scenario for lightning protection/grounding of radio equipment and antennas.

Console/Radio/Recorder to reside on Beltronics supplied, closed IP infrastructure (in building).

Preliminary Quote based upon discussions to date. Pricing good for 60 days. Reflects all available discounts.

C. Johnson

General Manager





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Zetron MAX Dispatch Console

2 dispatch positions, includes Instant Recall, Aux I/O control, Tone Signaling/Paging.

- Desktop Microphone, 2 speakers, Footswitch and Wireless Headset each

10 Radio channels

- Support for up to 10 Kenwood NX-5000 series radios and/or other 2/4 wire controlled radios.

Auxiliary I/O interfacing

*Includes 1-year PSP Zetron Service Plan, additional years available (billed annually)

Zetron Equipment Subtotal \$111,566.52

Kenwood NX-5000 series Control Stations

Up to 8 New Kenwood NX-5000 series control stations

- of needed bands, programmed and interfaced to console equipment.

Kenwood Equipment Subtotal \$22,320.00

Eventide NexLog DX IP Voice Recorder

- 16 IP recording channels (licensing sold in blocks of 8) for Zetron MAX console integration, 16 Channels Analog (licensing sold in blocks of 8) for phone.

*Includes 1-year DXSUS Software Upgrade Subscription, additional years available (billed annually)

Zetron MAX also supports per channel analog output to interface to existing voice recorder

Eventide Equipment Subtotal \$27,574.50

Uninterrupted Power Supply System

- 12v DC and 120v AC battery backup for racked equipment, 2 hr minimum runtime

Power System Equipment Subtotal \$21,685.00





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Network Infrastructure

- In building, wired. Ports to be placed at customer specified locations.

Network Equipment Subtotal \$6,200.00

Installation Labor

- Relocation and/or Installation of console, radio, antenna and network equipment and cabling

Installation Labor Subtotal \$37,500.00

Removal Labor

- Removal and Clean Up of existing cabling in building.

Removal Labor Subtotal \$9,600.00

Total Project Cost \$236,446.02





MAX Dispatch System

Maximize Your Control



Improving Your Operations, Preparing You for the Future

There's a lot riding on your dispatch system. That's why we've designed MAX Dispatch to be one of the most effective tools available for managing a range of operations—from routine to mission-critical. It links those who need services with those who provide them. It connects the control center with staff in the field and field staff with each other. It coordinates operations that span departments, agencies, or geographic regions. And it gets your critical messages through, even when other communication modes can't.

What Is MAX Dispatch?

Zetron's IP-based MAX Dispatch integrates a full range of tools and resources into a single console system and presents them to the dispatcher through a streamlined graphical user interface (GUI). This gives your dispatchers instant access to the information they need from a single, centralized point. MAX Dispatch can be set up to display information pertinent to an incident only when it's needed. Its IP functionality not only eliminates the need for costly leased lines, but supports mobile, remote, and geographically diverse operations.

How MAX Dispatch Works

Three basic components—the **MAX Console with Media Dock**, the **MAX Gateway**, and **MAX Central**—form the building blocks of each MAX Dispatch system. The size and capabilities of your system will determine how many of each of the three basic components your system will require. The flexibility and simplicity of the MAX Dispatch architecture allows you to easily scale your system up or down to accommodate changes in your organization.



The **MAX Console with Media Dock** is the point through which the dispatcher interacts with the MAX Dispatch system.

The **MAX Gateways** serve as the interface point between a radio, base station or radio system and the rest of the MAX Dispatch system. These allow MAX to be ready for whatever the market demands.

MAX Central hosts and serves as the control point for a variety of centralized system functions, such as voice-logging services and administrative telephone lines.



Why MAX Dispatch?

A streamlined UI that improves response times and efficiency. The clean design of the MAX Dispatch user interface (UI) reduces screen clutter, operational steps, and response times. It gives dispatchers instant access to information pertinent to the task at hand. And it's easy for dispatchers to grasp—trainers report that it takes about 30 minutes to learn. This reduces training time and costs. Plus, MAX Dispatch is highly configurable, allowing you to create screen layouts that meet the unique needs of your dispatch center.

Redundancy you can rely on. Because MAX Dispatch supports network redundancy for every end point, it can tolerate any single point of failure in the IP network with no loss of service. This keeps your vital operations up and running, even if a fault condition occurs.

Low-cost expansion, upgrades, and maintenance. MAX Dispatch is built to not only support your current operations, but to adapt as your operations change over time. You can easily add channels and consoles to MAX Dispatch. The system hardware and software architecture also provides an easy upgrade path that keeps your technology current without the need for a large-scale system overhaul. Plus, it can be configured and maintained remotely. This keeps your costs low and ensures that changes and updates can be made quickly.

High interoperability. Its compatibility with all major radio interfaces and major radio manufacturers' equipment makes MAX Dispatch one of the most interoperable systems available. This is critically important when you have to manage events across departments or jurisdictions.

Resource sharing and backup across geo-diverse locations. MAX Dispatch can be used with the MAX Geo-diverse Portal to link and share resources across geographically distributed locations. This maximizes the efficient use of resources, reduces costs, and allows systems at different sites to back each other up—with just the click of a mouse.

Dispatch from anywhere. Because MAX Dispatch can be operated over a laptop or tablet, it gives you the flexibility to deploy remote, temporary, backup, or mobile operations quickly and securely. And delivers all of the features, functionality, and interoperability available in the control room.

MAX Dispatch is future ready. Its design is well suited for anywhere the market moves.

Why Zetron?

Zetron Services and Support

Your MAX Dispatch system comes with a standard 12-month hardware warranty, 12-month software warranty, operator web training, and exclusive membership into the Zetron MAX Users Group (ZMUG). Zetron also offers a range of optional support services to ensure that your system is installed and configured to run optimally. These services include: 24/7 telephone support, software maintenance, hardware replacement and repair, remote and on-site configuration assistance, system re-optimization, and technical and operational training. Many of these options are available as standalone services. For more information, see Services at www.zetron.com.

Help with Financing

Looking for alternate ways to fund your new dispatch system? Zetron is partnering with a leader in public finance to offer tax-exempt financing to help public-safety agencies purchase new equipment. The program not only applies to a full range of public-safety products, but can be “bundled” to include installation and dispatch furniture as well as other equipment.

Performance You Can Count On

Zetron has a reputation for the reliability and robustness of its products. They are specifically designed to meet the needs of mission-critical operations that must stay up and running 24/7. Zetron solutions are also known for their longevity. Not only do they continue to deliver a rock-solid performance over time, but they have the flexibility to keep pace with emerging technologies and changing operational requirements.

About Zetron

Founded in 1980, Zetron manufactures and provides communications systems designed to equip the entire mission-critical control room. Its integrated solutions include IP-based dispatch, NG9-1-1 call-taking, voice logging, IP fire station alerting, CAD, mapping, and automatic vehicle location (AVL) systems. Zetron has offices in the United States, the United Kingdom, Australia, and numerous field locations; and a worldwide network of resellers, system integrators and distributors. Zetron is a wholly owned subsidiary of JVKenwood Corporation. For more information, visit www.zetron.com.

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The Power to Respond

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See Zetron price list for option pricing. Specifications subject to change without notice.

www.zetron.com

005-1431E May 2018

MAX Dispatch

Zetron's IP-based MAX Dispatch console system is designed to meet the varying needs of the dispatch community while providing a low cost of ownership to the customer. Whether it is expanding the positions and interfaces of one system, sharing resources across multiple systems, increasing mobility options for staff or ensuring your control room can interface to legacy and emerging technologies, the MAX Dispatch radio dispatch console provides the customer an easy path on which to move forward.

Features

- **Simpler Operation, Lower Training Cost:** The user interface is designed to focus attention on the incident by reducing screen clutter, improving response times, and therefore reducing user stress. MAX Dispatch requires minimal training and fewer steps to perform tasks and access information.
- **Three workstations** supports standard PC with Media Dock, laptop version, and CommandIQ complete desktop station.
- **Map-based dispatching:** Available for systems that support location services.
- **High reliability:** End-to-end network redundancy keeps the system up and running even if the IP network goes down.
- **Minimize Maintenance Time and Cost:** Configure, troubleshoot and maintain the system from the convenience of the office.
- **Scalable Operations:** The architecture provides scalability for system designs ranging from dedicated LAN network to multi-node, geographically diverse WAN applications.
- Support for PTT/C applications.

MAX Dispatch Standard Console w/ Media Dock:

The MAX Dispatch console is the system element that provides the critical user interface to dispatchers. Each console consists of a Windows®-based client running the MAX Dispatch application software and the optional Media Dock. The console PC is equipped with two, full-duplex Ethernet ports for full network redundancy. If your system has a Media Dock it provides additional audio interfaces and connection points for accessories.

Media Dock Interfaces Support:

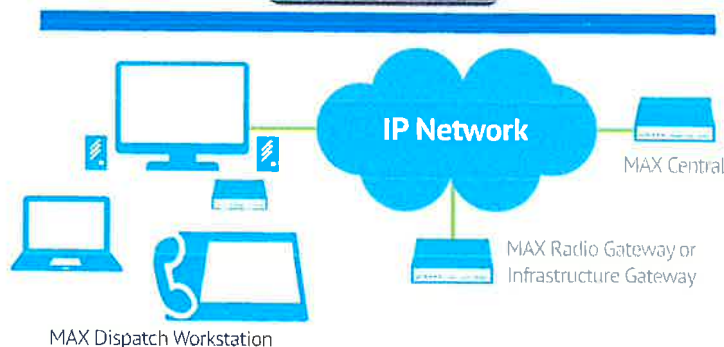
- Up to eight speakers.
- Desktop microphone.
- 4-wire or 6-wire headset jackbox.
- PTT and monitor footswitches.
- Four local binary inputs and output that can be used for workstation status.
- Four local relay contact closure outputs.

MAX Dispatch Laptop WorkStation:

The MAX Dispatch Laptop provides the same critical user interface on a Laptop computer running Windows 7 or 10. The application uses the internal speakers and microphone of the laptop. With the laptop you retain full access to your radio, telephone, aux I/O, and paging networks.

CommandIQ for MAX Dispatch

The CommandIQ workstation is a compact, fully functional hardware console option for MAX Dispatch with an embedded PC, internal speaker and microphone, 10.1" touchscreen display, handset, and supports external accessories (e.g., additional speakers, headsets, microphones, footswitches, etc.). It's efficient 15" X 10" x 4.5" footprint saves space on desks, enables it to be stored easily, and is configured to easily wall mount. The CommandIQ workstation provides mobility, flexibility, and adaptability to meet any command center, office, or field work environment while maintaining full access to radio, telephone, auxiliary I/O, and paging networks.



MAX Radio Gateway:

The Radio Gateway serves as the interface point between a radio or base station and the rest of the MAX system. Radio Gateways are available in both analog and digital forms depending on the radio interface requirement.

Supported Features:

- Analog gateways support up to two radio connections.
- Digital gateway supports Ethernet connection to digital base station infrastructure.
- Dual Ethernet ports for network redundancy.
- Analog voice logger output.
- Four binary inputs and outputs for generic site monitoring and control use (analog gateways only). Relay closures available via optional Zetron Model 6080.

Supported Radio Interfaces (Inquire for additional radios supported):

- 2-wire, 4-wire local (PTT/COR).
- Tone Remote Control (per TIA102.BAHA Section 7).
- Analog/conventional radios: Kenwood TK-x180, Motorola XTL 5000 (O5), Harris M7300/XG75, & XG100.
- P25 conventional/trunking radios: Kenwood TK-5x10, Motorola APX 7500 (O5 Mobile), Motorola XTL 5000 (O5 Mobile), Motorola Quantar with DIU-3000 (conventional only), Harris M7300/XG75 & XG100, Viking VM5000.
- Smartnet/SMARTZONE radios: Motorola APX 7500 (O5 Mobile), Motorola XTL 5000 (O5 Mobile), EFJ VM400/600/900.
- EDACS radios: Harris M7300/XG75 & XG100.
- P25 Digital Fixed Station Interface (DFSI) per TIA102.BAHA.
- Kenwood NEXEDGE radios: NX-700/800/900, NX-720/820
- Kenwood NEXEDGE NXR-700/800 Conventional and Trunking Repeaters.
- DMR AIS Tier II and Tier III, Hytera, Tait and JVCKenwood
- MotoTRBO

MAX Infrastructure Gateway (IG):

The IG serves as the interface point between the radio system and the rest of the MAX system. It is server-based and supports both CSSI and DMR Tier III.

Supported Features

- Unit ID Display
- Talkgroup selection
- Group calls (inbound/outbound)
- Inbound emergency group call
- Individual calls (inbound/outbound)
- Inbound emergency alert
- Inbound call alert
- Encryption (non-FIPS, not to console position)
- Manual encryption key load
- KVL encryption key load support
- Static talkpath to talkgroup mapping through console system acceptable
- Long term voice logging support for voice
- Long Term Logging support for Group call source id
- Patching of talkgroups by operator
- Console behavior same as with current radio interfaces providing consistent visual indications for transmit, receive, audio routing, call state
- Console Pre-emption of inbound calls

MAX Central:

The Central is the hardware platform that hosts several software services used in the MAX Dispatch system. These software services provide essential management and control to the system as well as act as a gateway to various third party devices for additional functionality such as telephony gateways, IP voice loggers, MODBUS IP auxiliary I/O devices and Location Services (AVL). It also hosts the service that provides remote console, remote radio gateway and multiple MAX Dispatch site linkage.

Supported Features:

- Dual network connections
- Dual power connections
- Hot standby capability for Z-Node Manager, Telephony Gateway, Portal services and Location Gateway service.
- Long term IP voice loggers supported: Eventide, Exacom, Stancil, CVDS, REVCORD, Higher Ground, NICE, Verint, DSS Corporation.

Specifications:

Hardware

Dimensions (HxWxD)

Media Dock XS: 2.5 x 7.5 x 10 in. (64 x 192 x 254mm)

Central: 1.25 x 7.5 x 10 in. (31.75 x 191 x 254mm)

Radio Gateway: 1.25 x 7.5 x 10 in. (31.75 x 191 x 254mm)

Weight

Media Dock XS: 2.6 lbs (1.2 kg)

Central: 2.5 lbs (1.13 kg)

Radio Gateway: 2 lbs (0.91 kg)

Operating Temperature

Media Dock XS: 0 to 60 ° C

Central: 0 to 50 ° C

Radio Gateway: 0 to 50 ° C

Maximum Power Draw

Media Dock XS: 3W, 200mA (no speakers), 21W (with speakers)

Central: 1.8A @ 10.5 VDC

Radio Gateway: 1A @ 10.5 VDC

Network

Radio Gateway

Payload (per radio): 168 kbps active. Less than 5kbps idle.

Console Workstation

Payload: 84 kbps maximum for each active audio stream (Tx or Rx). N*84 kbps for simultaneous Tx on N channels.

Packet Loss: < 0.1% (< 1% for non-mission critical).

Packet Delay: < 40 ms for LAN environments; up to 2 seconds for longhaul (long delay) environments.

Packet Jitter: < 20 ms (< 40 ms for non mission critical).

Network

Infrastructure: 100 Mbps minimum, full-duplex Ethernet. Switches and routers must be multicast aware. Mission-critical applications should use a dedicated network.

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005-1401M December 2018



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Appointment of Treasurer
Meeting Date: May 13, 2024

Department: Finance Department
Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

Rick Katzenberg has been serving as the Amherst Town Treasurer since Liz's resignation. Now that the position is appointed, we put out an ad for the position. There were four applicants. Three of them were unable to meet the requirement of 2 to 3 deposits weekly.

BUDGET IMPACT:

(Include general ledger account numbers)

N/A

POLICY IMPLICATIONS:

N/A

DEPARTMENT HEAD RECOMMENDATION:

Rick has done a great job as Amherst Town Treasurer. He is well versed in our processes and has experience with finance. I recommend that the Board appoint him to the position of Town Treasurer.

SUGGESTED MOTION:

I move that we appoint Richard Katzenberg as Amherst Town Treasurer to finish a one-year term ending in March 2025, conditional to a satisfactory Consumer Investigation Report .

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Katzenberg PAR - signed 05-03-24



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Request for use of Impact Fees -
Buck Meadow Engineering & Design

Department: Parks & Recreation
Department

Meeting Date: May 13, 2024

Staff Contact: Craig Fraley

BACKGROUND INFORMATION:

The Parks and Recreation Department is requesting the use of Impact fees for the purpose of paying for a portion of the Engineering and Design work performed by Meridian Land Services. The total project (engineering & design) will not exceed \$71,300. We are asking to spend \$30,000 from the impact fees allocated to the Parks and Recreation Department. According to the BCM Planning Report dated April 27, 2022, it was indicated the development of new athletic fields was a use for Impact fees. The engineering and design work is the first step in this process. Once the engineering and design work is completed, we will apply for a Land Water Conservation Fund Grant to assist with the construction of the fields.

BUDGET IMPACT:

(Include general ledger account numbers)

\$30,000 out of the impact fee funds

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

I recommend spending \$30,000 of the impact fee funding on the Engineering and Design work for Buck Meadow Conservation and Recreation Area.

SUGGESTED MOTION:

I move the Parks and Recreation Department spends up to \$30,000 of the impact fee fund on the Engineering and Design work for Buck Meadow Conservation and Recreation Area.

TOWN ADMINISTRATOR RECOMMENDATION:

concur

ATTACHMENTS:

1. Approved Impact Fee Accounting Reporting and Expenditure Policy 6-27-2022
2. Amherst Impact Fee - Request to use for engineering - signed

Town of Amherst
Impact Fee Accounting, Reporting and Expenditure Policy

1. Introduction

Impact fees are fees assessed on development that may be spent only on Public Capital Facilities, which are facilities and equipment with a useful life of at least five years. Further, such facilities must enhance the capacity or level of service provided by the capital facility being funded. Zoning Ordinance 4.19.C (definition of Public Capital Facilities). Amherst Impact Fees are currently collected for Public Capital Facilities for five categories: Police, Fire/Rescue, Recreation, Schools, and Roads.

This policy details the requirements for accounting, reporting on, and expending impact fees consistent with state and local law requirements. The Board of Selectmen has separately established an Impact Fee Schedule establishing the impact fee rates to be assessed.

2. Impact Fee Accounting and Reporting

Impact Fees collected from each owner shall be tracked by the Finance Director as to the date and amount received in each of the five impact fee categories. Impact fees shall be accounted for separately and shall be segregated from the municipality's general fund. RSA 674:21 V(c). Each fee collected under a specific Impact Fee Schedule category shall not be commingled with any other impact fee category accounts or any other non-impact fee funds. See Zoning Ordinance 4.19 J.1. The Finance Director shall allocate interest earned on impact fees to such fees on a reasonable basis, with due regard for both the amount and time on deposit of a collected impact fee and administrative convenience and simplicity.

2.1. Quarterly Reports.

No later than 45 days following the end of a fiscal quarter, the Finance Director shall prepare a report listing the impact fee transactions (receipts and expenditures) that occurred in the previous fiscal quarter. For each impact fee category (Police, Fire/Rescue, Recreation, Schools, and Roads) the report shall identify the impact fees available at the end of the fiscal quarter for the category. The report shall also identify the amounts of impact fees in the category that, within the next six months, shall have been held by the Town for six years and will be due to be refunded if not expended. The report shall be provided to the Board of Selectmen, the Town Administrator, the Police Chief, the Fire Chief, the Recreation Director, the DPW Director, and the Superintendent of Schools.

2.2. Annual Report.

No later than 60 days following the end of the fiscal year, the Finance Director shall prepare a report listing all impact fees received in the prior fiscal year, all impact fees retained during the prior fiscal year, and all expenditures of impact fees during the prior fiscal year, identifying the categories/capital improvement project(s) for which the fees were assessed

and/or expended and stating the dates upon which the fees were assessed and collected, and, if applicable, expended. The report shall enable the public to track the payment, expenditure, and status of the individually collected fees to determine whether said fees were expended, retained, or refunded. (See RSA 674:21 V(l).) The report shall be provided to the Town Treasurer, the Town Administrator, and the Board of Selectmen as a draft report. As required by Zoning Ordinance 4.19.J.5, the Town Treasurer shall deliver a corresponding final report to the Board of Selectmen and the Planning Board, and shall ensure the report is made available to the public.

3. Retention and Expenditure of Impact Fees

In general, impact fees may be retained and/or used in any combination of the following:

Retention and Future Use of Impact Fees – Impact Fees may be retained (subject to the six year limitation) to pay for designated Public Capital Facilities at a future date. The Board of Selectmen may from time to time authorize in writing the expenditure of some or all of the retained impact fees in a category as payment towards an appropriate Public Capital Facility in that same category. The BOS may combine impact fees with other sources of funds to pay for the Public Capital Facility.

Use of Impact Fees to Recoup Costs Already Incurred – For Public Capital Facilities that are constructed or purchased before impact fees are collected, but that were constructed or purchased in anticipation of the needs for which impact fees are collected, the Board of Selectmen may authorize impact fees to be expended and treated as recouping the funds originally used to pay for the facility. In such cases the Board of Selectmen’s written authorization to expend shall designate the project for which the impact fees are providing recoupment of costs and the amount of the impact fees being used for such recoupment.

Once designated as being used for recoupment, such impact fees may then be expended on any capital improvement to the facilities or equipment of the same department, provided that the improvement falls within the ordinance definition of Public Capital Facilities. In addition to providing information on the project for which the impact fees are providing recoupment of costs (see above), the Board of Selectmen’s written authorization to expend shall document the Public Capital Facility for which the funds are actually expended.

Recoupment is limited to the actual costs incurred for the designated facility (including planning, engineering, design, land acquisition, and other reasonable costs associated with such facilities). The Finance Director shall record the amount of the “recouped” project costs that have been paid by impact fees.

Use of Impact Fees for Debt Service – The debt service costs of facilities that could be (or could have been) appropriately funded by impact fees may be paid in whole or in part by impact fees upon Board of Selectmen authorization.

4. Determination of Appropriate Uses of Impact Fees and Department Expenditure Requests

Impact fees may be spent on reasonable costs for planning, engineering, design, land acquisition, and other reasonable costs associated with Public Capital Facilities. Impact fees may not be spent on the operation, maintenance or repair of such facilities. Zoning Ordinance 4.19.C (definition of Public Capital Facilities). Impact fees collected for one purpose may be used only for that purpose. In other words, impact fees collected for Police may be used only for appropriate Police Public Capital Facilities and not, for example, for Roads.

Impact Fees have been collected based on Town needs caused by development growth. For each category of impact fee (Police, Fire/Rescue, Recreation, Schools, Roads), particular needs were identified for which impact fees were to be collected. Guidance on the subsequent expenditures of impact fees that would be appropriate has been prepared by the Town's impact fee consultant, BCM Planning LLC, by letter dated April 27, 2022. That letter is attached to this policy and its guidance shall be followed by all Town Departments.

4.1. Municipal Department Requests for Impact Fee Expenditures

Municipal Departments seeking Board of Selectmen approval to expend impact fees shall prepare a written request identifying the Public Capital Facility within the department for which the funds would be spent, together with a brief justification as to why such use of the funds would be appropriate based on the requirements of this policy and the BCM Planning guidance. The request shall state the amount of impact fees available in the department's category. Requests to expend impact fees as recoupment shall also identify the project for which costs are being recouped, the total costs incurred on that project, and the impact fees expended and recouped to date on that project.

4.2. School Requests for Impact Fee Expenditures

By law, impact fees may be spent only upon order of the *municipal* governing body. RSA 674:21 V(c). Additionally, impact fees assessed for and expended by SAU 39 are limited to the proportionate share of the capital facilities costs allocable to Amherst. See RSA 674:21 V. Impact fees shall be disbursed only upon the written authorization of the Board of Selectmen.

For impact fees collected for schools, the Board of Selectmen will order in writing the transfer of a requested amount of impact fees to the control of the appropriate school district for expenditure only upon an authorized request approved by the appropriate school board. A request from the school district should identify the Public Capital Facility for which the funds would be spent, together with a brief explanation that allows the Board of Selectmen to determine that the use of the funds would be appropriate based on the requirements of applicable NH law, this policy and the BCM Planning guidance. Requests for Souhegan High

School expenditures should identify the currently approved proportionate cost share allocable to Amherst and shall state that the requested impact fees will be applied solely to the portion of the capital expenses for which Amherst is responsible. Requests to expend impact fees as recoupment must also identify the project for which costs are being recouped, the total costs incurred on that project, and the impact fees expended and recouped to date on that project.

The role of the Board of Selectmen in approving school impact fee expenditures shall be limited to determining compliance with the applicable requirements for impact fee expenditures. The Board of Selectmen has no role in determining the advisability of the proposed expenditure or in setting priorities for such expenditures. The Board of Selectmen will not determine any allocation of impact fees between school districts but will act on a request based on when it is received by the Board of Selectmen and whether the amount requested is consistent with the amounts and purposes for which school impact fees were collected.

5. Disbursement of Impact Fees

The Town Treasurer shall disburse impact fees only upon the written order of the Board of Selectmen, Zoning Ordinance 4.19.J.5, and in accordance with following. Upon receipt of an order to expend impact fees, the Finance Director shall determine the oldest available impact fees in the applicable category and the oldest fees shall be used for the approved expenditure. The Finance Director shall ensure that the accounts and records of the Town properly reflect the expenditure of such funds.

6. Refunds of Impact Fees

Impact Fees not expended within six years of collection shall be refunded with applicable accrued interest in accordance with the established interest allocation protocol. See RSA 674:21 V(e), Zoning Ordinance 4.19.J.4. Refunds shall be made to the then-owner of the property as reflected in the Town's records, regardless of the identity of the owner at the time the impact fees were collected. Refunds shall also be made if the calculation of an impact fee was predicated upon some portion of capital improvement costs being borne by the Town, but the Town legislative body failed to appropriate the Town's share of the capital improvement costs within said six (6) year period. See RSA 674:21 V(e), Zoning Ordinance 4.19.J.4.

7. Off-Site Exactions

An Off-Site Exaction assessed and collected pursuant to Zoning Ordinance section 4.19.N shall be treated as a separate impact fee category for accounting and reporting purposes. Funds collected for off-site exactions shall be expended consistent with Zoning Ordinance section 4.19.N and the terms of the exaction.



(207) 749-5217 bmayber1@maine.rr.com

April 27, 2022

Dean E. Shankle, Jr., Ph.D.
Amherst Town Administrator
2 Main Street
Amherst, NH 03031

Re: Guidance on Use of Amherst Impact Fees

Dear Dean:

This letter provides an interpretation of the appropriate uses of impact fees in Amherst, based on the 2020 report in which fees were computed for five capital facility categories: Police, Fire-Rescue, Recreation, Schools, and Roads. General guidance for administration of impact fees is provided by (A) the impact fee section of the zoning ordinance; and (B) the standards and facility cost assumptions used to compute the proportionate impact fees that comprise your impact fee schedule.

A. Review of Selected Impact Fee Provisions of Zoning Ordinance

1. All impact fees must be applied to the cost of capital improvements. Impact fees cannot be used for maintenance or general operating expenditures. Your ordinance provisions contain a definition of Public Capital Facilities which describes this distinction: improvements funded should have a useful life of at least five years, and should provide enhancements to the capacity or level of service provided by the capital facility being funded.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

C. Definitions

Public Capital Facilities. Facilities and equipment which are owned and operated by the Town of Amherst, the Amherst School System, or cooperatively with other municipalities and which **have a useful life of no less than five (5) years. Public capital facilities do not include the costs associated with the operation, maintenance, or repair of such facilities, or with facility replacements that do not increase the capacity or level of service,** but do include reasonable costs for planning, engineering, design, land acquisition, and other reasonable costs associated with such facilities.

2. Fees collected for one facility category cannot be spent on improvements within other facility categories. Fees that have been collected may represent a recoupment of past capital investments where there is adequate capacity to accommodate new development, or the fees may be collected to fund future improvements to support it. Impact fees can be used to offset debt service costs to fund those improvements.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

J. Administration of Impact Fees.

1. Accounting for Impact Fees. Each impact fee shall be accounted for separately, shall be segregated from the Town's general fund, may be spent upon order of the Selectmen and shall be used solely for the capital improvements for which it was collected, or to recoup the cost of capital improvements made in anticipation of the needs for which fees are collected to meet. In the event that bonds or other debt instruments have been issued for public capital facilities which were constructed in anticipation of new development, or are issued for advanced provision of capital facilities identified in this ordinance, impact fees may be used to pay debt service on such bonds or similar debt instruments. Each fee collected under a specific Impact Fee Schedule shall not be commingled with any other impact fee accounts or any other funds. (3-10-09).

3. The Board of Selectmen must approve in writing the use of impact fees, and will need to issue annual reports showing how the impact fees were applied or retained for future use.

Excerpt From Zoning Ordinance Section 4.19 Impact Fee Ordinance:

J. Administration of Impact Fees.

5. Maintaining Records of Impact Fees and Related Projects - The Town Treasurer shall have custody of all accounts and shall pay out the same only upon written orders of the Board of Selectmen. At the end of each fiscal year, the Town Treasurer shall prepare a report, showing a full account of all impact fee transactions during the year and deliver same to the Board of Selectmen, the Planning Board, and the same shall be available to the public. (3-10-09)

B. Guidance Based on Assumptions in 2020 Basis of Assessment Report

1. Police and Fire Impact Fees

The Police and Fire Department impact fees were computed separately and constitute separate fee categories. The fee models for both departments presume that that their buildings and capital equipment, after the completion of budgeted improvements to the two safety buildings, would be sufficient to accommodate new development at least through the year 2040.

At the time of the impact fee study, a \$700,000 budget had been approved that would enable all the space within the Police Department building to be devoted to law enforcement functions. This involved the relocation of Rescue/Ambulance functions formerly housed in the Police Department building to improved space within the Fire-Rescue building. (That capital value was included within the total capital investment attributed to Public Safety buildings.) The first phase of the project was completed in 2021, and the second phase was scheduled to

be completed in the Spring of 2022. Both the Police and Fire-Rescue fees assumed the completion of those improvements, and both include the capital equipment associated with the buildings. The Fire-Rescue fee also incorporates the value of major vehicles and apparatus.

Both fees are based on the recoupment of a proportionate share of the Town's total capital investment in each department's buildings and capital equipment. Consequently, Police and Fire-Rescue impact fees could be spent on any capital improvement to the facilities or equipment of the departments, provided that the improvement falls within the ordinance definition of Public Capital Facilities. (A capital improvement or upgrade having a minimum useful life of five years, which contributes either enhances the capacity of related facilities, or that enables a higher level of service to be provided.) Fire-Rescue impact fees could also be used to purchase or re-fit vehicles and apparatus.

Examples of such expenditures might include, but are not limited to:

- Offsetting debt service costs, if any, for improvements completed
- Increasing the finished floor area of either or both public safety buildings
- Improvements or upgrades to the buildings, their systems, or equipment
- Improving facility space or equipment to accommodate personnel needs
- Acquiring new fire/rescue apparatus or refits/upgrades
- Improvements to communications and dispatch facilities or equipment

2. Recreation Facilities

The cost basis for the Recreation Impact Fee includes the existing capital value of recreation improvements, related buildings, the value of supporting land, plus certain anticipated costs identified in the Recreation Strategic Plan. Components of that Plan included the development of new recreation field space, resurfacing of the AMS tennis courts, upgrading/expanding the Recreation Office, and Phase 1 of a bicycle and recreation trails system. These items represented a projected expenditure of \$427,000.

Since part of the fee basis presumes that these future improvements will be made (or a comparable level of investment in recreation facilities will occur), it is recommended that the first priority for the use of Recreation Impact Fees would be to support the recreation improvements anticipated within the Recreation Strategic Plan.

Examples of such expenditures might include, but are not limited to:

- Development of new public recreational field space

- Rebuilding the tennis courts
- Expanding / upgrading the Recreation Department office
- Development of components of proposed bicycle / recreational trail system
- Other capital improvements that implement the Recreation Strategic Plan

3. Public Schools

As calculated in the 2020 impact fee report, using the capacity estimates available at that time, K-8 enrollment within the elementary and middle schools was 1,271 while their capacity was 1,589 (80% of capacity used). For the cooperative high school, enrollment was 750 and maximum capacity was 1,007 (74% of capacity used). Because there is capacity available to new development at the spatial standards applied, the school impact fee is a recoupment of prior capital investments that created that capacity.¹

A proposed expenditure of \$83 million was considered by the voters in the 2022 Amherst School District meeting but public support fell short of the threshold for approval of bonded debt for new construction and renovations. Had the project been approved, a new set of capacity and space assumptions could have been used to update the school impact fee to a greater amount. If the project is approved at a future date, the impact fee could be updated because it would demonstrate support for higher spatial standards per pupil capacity at the schools and the related costs.

The school impact fees must fund school capital improvements only, and therefore should be transferred to one or both of the school districts serving the Town to support capital projects. The Amherst School District has outstanding bonded debt for improvements to the elementary and middle schools that will not be fully amortized until sometime in 2028. The capital cost basis for the fees includes the school buildings and the capital equipment within.

Under these conditions, the school impact fees could be applied to:

- Offset bond amortization payments for elementary and middle school facilities. This practice assures that the impact fees will be directly aligned with their purpose.
- Pay for other capital improvements to the facilities of the local and cooperative Districts, provided that the subject of funding meets the ordinance definition of Public Capital Facilities.

¹ A different set of capacity and spatial standards may apply in the future if the Amherst School District should approve an expansion and renovation plan for elementary and middle school space. Proposed projects that were put forth for a District vote in 2022 did not achieve the threshold needed to approve bond financing for the proposed projects.

- Pay part of the Town’s apportionment of capital costs for the Souhegan Cooperative District (the High School) to reduce the amount required from property taxes.
- Hold funds for up to 6 years from the date of collection and apply the revenue to support projects including new schools, facility expansion, or other improvements to the elementary and middle school facilities.
- Should new bonds be issued for new construction, expansion, or improvements, the impact fee revenue could be applied to offset a portion of new debt service costs. (In such case, it would also be advisable to update the school fee to recognize the change in spatial standards).

4. Road Impact Fees

The road impact fee is based on the average reconstruction cost of the primary Class V (locally maintained) roads in Amherst. These include primary roads classified internally by the DPW as arterial or feeder roads of the Class V system.² The road impact fee represents the development’s proportionate share of the cost to provide adequate roadway capacity within the primary roads of the Class V system. The Amherst Department of Public Works periodically rates each road segment as to the level of improvement needed.

The fee basis presumes an ongoing effort to periodically rebuild or reconstruct roads (sometimes in phases) to prolong the useful life of the primary roads of the Class V system. The impact fee acts to recoup a portion of the Town’s ongoing investment in periodic road reconstruction of that system. Under the assumptions used to define the impact fee, appropriate use of road impact fees could include:

- Apply directly to fund a portion of annual reconstruction costs within the defined primary road network.
- Fund stages of road reconstruction in phases (rebuild or reclamation, pavement base course, topcoat).
- The scope of the fee is intended to apply to all components of road construction within the right of way including ditching, drainage, shoulders, etc.

Under NH RSA 674:21, V categories for which impact fees may be assessed are listed as *“including **and limited to**”* the capital facilities listed. With respect to roads, the listed facility category is *“municipal road systems and rights-of-way”*.

² A list of the road segments comprising this network, totaling 46.1 miles of road, may be found on page 47 of the 2020 Impact Fee report.

Limited to the municipal road system, road impact fees cannot be used to support State or Federal highways. The fee category specifies “road systems and rights-of-way” only; there is no mention of other highway department capital costs. Therefore, road impact fees should not be applied to highway garages, salt sheds, maintenance trucks, plow blades, etc. These items do not constitute “roads and rights-of-way.”

C. Summary

The impact fee methodologies contained in the 2020 fee calculations have already established the proportionate relationship between the amount of the fee, and its association with providing a reasonable capital facility benefit to new development.

Prior to approving the use of impact fees for a particular project, the Board of Selectmen should verify that the proposed improvement will:

- Meet the definition of a “Public Capital Facility” as defined in the impact fee section of the Zoning Ordinance (minimum 5-year useful life, increases or enhances capacity of level of service);
- Is reasonably consistent with the scope of the basis of assessment used to compute the fee for the facility category to which it is related.

A separate memo is attached to this letter which discusses the concept of impact fees as a “recoupment” of capital costs, and the use of impact fee revenue to fund improvements that include upgrades to existing facilities.

Sincerely yours,



Bruce C. Mayberry
Principal
BCM Planning, LLC

Also see attachment: Memo on Impact Fees regarding Recoupment and Use for Upgrades

To: NH Client Municipalities Using Impact Fees

Re: Discussion off “Upgrade” & “Recoupment” Issues with Impact Fees

This memo discusses the context of some of the statutory language of RSA 674:21, V and some of the potential conflicts that it seems to present for the reasonable use of impact fees where “upgrades” are involved, or where fees represent a recoupment of the cost of providing capital facilities, but where no debt service remains.

In reviewing the meaning of any particular part of the statute, we note that in at least two NH Supreme Court decisions on impact fees, the Court has emphasized the need to take into account the overall context and purpose of the statute, as read in its entirety, when interpreting selected language.

Two key sections of RSA 674: 21, V are cited below (with emphasis added in bold typeface). These particular provisions have frequently been at the center of discussions on the limitations of the use of impact fees.

1. Proportionality of Fees and Limits on “Upgrades”

Under RSA 674:21, V (a):

The amount of any such fee shall be a **proportionate share** of municipal capital improvement costs which is **reasonably related** to the capital needs created by the development, and to the benefits accruing to the development from the capital improvements financed by the fee. **Upgrading of existing facilities and infrastructures, the need for which is not created by new development, shall not be paid for by impact fees.** [Emphasis added in bold]

Discussion:

There are two general types of proportionate standards found in various state enabling acts that permit impact fees and exactions for off-site improvements. These center on whether the proportionate standard for assessment reflects a “reasonably related” or “necessitated by” test. In New Hampshire, “reasonably related” is the standard applicable to impact fees, but “necessitated by” is the test for exactions. Therefore the impact fee computations related to proportionality require the demonstration of a proportionate relationship between a given category of development and its demand on a facility category. It is not a “threshold test”

under which the individual development triggers a project-specific improvement cost (though this might apply to an exaction for water, sewer, drainage or roads).

The excerpt from the statute dealing with use of fees for “upgrades” may be interpreted in different ways. Does the language mean that no existing facility or infrastructure can ever be upgraded using impact fees? Or does it mean that upgrading *is permissible* to the extent that the upgrade *is also needed to accommodate new development*? (That is, a proportional share of an upgrade *is related* to the need to provide new development with adequate capital facilities at the chosen level of service).

Many related capital improvement projects will involve a combination of upgrades, improvements, and expansion. In the realm of water and sewer, plant “upgrades” involve improving the level of treatment to meet applicable standards for service.³ When this occurs, both existing and new development benefit from a facility that meets a new higher standard, and the facility cost at that higher standard becomes the cost basis for the fee. One would not choose to base the fee on a lower, substandard level of service.

Whether a project is termed an “upgrade” or “improvement” would not seem to be as relevant as whether the total cost basis for the fee (at whatever quality level is supported by the Town) is proportionately allocated to new development at the same standard or level of service. It seems unreasonable to assume that any capital expenditure that involves some type of upgrading in quality would be off-limits as part of the cost basis for an impact fee, as long as costs are proportionately assigned to new development.

I believe the “upgrade” language was intended to indicate that the fee should be based on a set of standards and costs that define a level of service or quality applicable to both existing and new development. This avoids the inequitable treatment that would occur if a series of random capital projects of benefit to the entire community were to be assessed solely to new development.

One particular NH Supreme Court decision seems to support the general discussion above, and provides guidance on this topic (see decision in *Barry O. Upton v. Town of Hopkinton*, issued April 8, 2008). This brief excerpt captures the basics of the decision’s finding relating to “upgrades” being paid for by impact fees:

“ In context, the prohibition in RSA 674:21, V and the Town’s ordinance against imposing impact fees to pay for upgrades to existing facilities and infrastructures applies only when the need for such upgrades is not “reasonably related” to the new development. As long as the need for the upgrade is “reasonably related” to the new development, both the statute and the Town’s ordinance allow the Town to assess an impact fee to help pay for it.”

³ Used as an illustrative example only. We do not recommend that utility costs be assessed through impact fees. They are best addresses as system development charges enabled under other NH statutory authority.

2. Concept of “Recoupment” in the Application of Impact Fees

RSA 674:21, V (c) states that (with emphasis added):

“Any impact fee shall be **accounted for separately, shall be segregated from the municipality’s general fund**, may be spent upon order of the municipal governing body, shall be exempt from all provisions of RSA 32 relative to limitation and expenditure of town moneys, and shall be used **solely for the capital improvements for which it was collected, or to recoup the cost of capital improvements** made in anticipation of the needs which the fee was collected to meet.” *[Emphasis added in bold]*

Discussion:

The paragraph then indicates two alternatives for the use of an impact fee, separated by the key word “OR”. Impact fees may be used either for: (1) the capital improvements for which they were collected **OR (2) to recoup the cost of capital improvements** made in anticipation of the needs it was collected to meet.

Recoupment is essential to all impact fee systems. Without the ability to recoup prior investments, fees would be assessed only prior to a capital facility being placed in service. In such case, the capital investment made in remaining available capacity could not be recovered from new development except to the extent that it would bear some future portion of outstanding debt service costs in the form of property taxes.

When there is remaining debt service on capital improvements, there is a clear means of linking the recoupment impact fee to relevant capital projects by applying the fee to offset debt service on the related facility or facilities. The ability to use impact fees to pay debt services is a provision included in many local impact fee ordinances.

But what is the appropriate use of an impact fee that is based on recoupment of prior investments when there is no remaining debt service on the related capital project(s)? If there is no remaining debt service, and the fee cannot be applied to the general fund, how might it be used? Let’s assume the following:

- The facility or facilities for which fees were collected have been placed in service;
- The related improvements have capacity to accommodate new development;
- RSA 674:21, V permits the recoupment of costs incurred to create those capital facilities;
- There is no outstanding debt service on the related facilities.

Given the above assumptions, it would seem consistent with the statutory provisions to spend “recoupment” impact fees on other capital projects or improvements of the same facility category under which they were originally assessed. Preferably, these improvements should be those having a long useful life, rather than a short term maintenance or repair purpose.

Recoupment means to recover or reimburse. In the above example the fee revenue from new development reimburses the Town (and its existing property owners or taxpayers) for a portion of the up-front investment made to accommodate the needs of new development.

New development will benefit from the capacity made available, but avenues of reimbursement do not appear to include allocation to the general fund. In the absence of outstanding debt, the only remaining mechanism for reimbursement would be to apply the funds to other capital improvement costs of the same facility category where those improvements (1) have a long useful life and (2) support the capability of the facility to accommodate demand from new development. This would allow recoupments to be applied to other facility improvements, rather than flow to the general fund.

At the point where available capacity no longer appears sufficient to accommodate new development, there would need to be a plan in place to provide sufficient capacity in the near future (likely to begin within 6 years) in order to sustain continued impact fee collections.

The foregoing discussion is based on my review of the principles and practices of impact fee calculations and assessment, and the challenges of computing proportionate impact fees for broad application to new development.

It does not constitute a legal analysis, and each municipality must rely on its legal counsel for related interpretations of the relevant statutory provisions as they pertain to the above issues.



Bruce C. Mayberry, Principal
BCM Planning, LLC

Last updated: June 3, 2020



Town of Amherst, New Hampshire Impact Fee Expenditure Request Form

[Revision Date: February 14, 2024]

The purpose of this form is to document that proposed expenditures of impact fee funds collected under RSA 674:21, are properly spent on capital facilities in order to help meet the needs occasioned by development. Please complete the information and answer the questions below. See the *Impact Fee Accounting, Reporting and Expenditure Policy (the "Impact Fee Policy")* dated 6-27-2022 for definitions and requirements. Requests for Recoupment, as described in the *Impact Fee Policy*, should include appropriate information to supplement this form.

Type of Impact Fee Proposed for Expenditure (Check One):

School Recreation Police Roads Fire

Total Cost of project: \$ Not To Exceed \$71,300 Amount of Impact Fee Funds desired: \$ \$30,000

Describe the Public Capital Facility to be purchased with the Impact Fee Fund Expenditure:

The Parks and Recreation Department is working with Meridian Land Services to create Design and Engineering Plans for Buck Meadow.

We would like to use \$30K of the impact fees allocated to Recreation for this project. We feel this aligns with our CIP for the increase of fields

See page 3 of the BCM Planning document dated 4/27/2022.

Is the capital facility owned or operated by the Town of Amherst or SAU 39?

Yes No

What year(s) is the capital facility listed in the adopted Capital Improvement Program (CIP)?

Year(s): 2010-2024 Not listed

Describe need: It has been stated by both the Gale Report and the CIP committee that there is a need for additional fields and park space in Amherst.

This has been stated by many strategic planning meetings for the past 10 years..

Does the capital facility expenditure include personnel expenses?

Yes No

Does the capital facility expenditure include operating &/or maintenance costs?

Yes No

Does the capital facility expenditure include costs of correcting existing deficiencies?

Yes No

Person Completing Form: Craig Fraley

Craig Fraley

5/2/2024

Name

Signature

Date

Information reviewed for accuracy:

Debbie Bender

05/03/2024

Finance Director

Date

Nic Strong

05/03/2024

Nic Strong (May 3, 2024 09:57 EDT)

Director of Planning and Community Development

Date









Amherst Impact Fee - Request form round 3 (002)

Final Audit Report

2024-05-03

Created:	2024-05-03
By:	Craig Fraley (cfraley@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAXOXID2CRD4J2x6QnSRAhfjwaYPSq2rj

"Amherst Impact Fee - Request form round 3 (002)" History

-  Document created by Craig Fraley (cfraley@amherstnh.gov)
2024-05-03 - 1:22:41 PM GMT
-  Document emailed to Debbie Bender (dbender@amherstnh.gov) for signature
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-  Document emailed to Nic Strong (nstrong@amherstnh.gov) for signature
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-  Email viewed by Debbie Bender (dbender@amherstnh.gov)
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-  Document e-signed by Debbie Bender (dbender@amherstnh.gov)
Signature Date: 2024-05-03 - 1:28:27 PM GMT - Time Source: server
-  Email viewed by Nic Strong (nstrong@amherstnh.gov)
2024-05-03 - 1:51:41 PM GMT
-  Document e-signed by Nic Strong (nstrong@amherstnh.gov)
Signature Date: 2024-05-03 - 1:57:23 PM GMT - Time Source: server
-  Agreement completed.
2024-05-03 - 1:57:23 PM GMT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Village Streets Grant Application
(SS4A)

Department: Public Works

Meeting Date: May 13, 2024

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

As authorized by the Board of Supervisors (BOS) on December 4th, 2023, the Department of Public Works (DPW) has diligently collaborated with CMA Engineers to prepare a comprehensive grant application for the upcoming Safe Streets For All (SS4A) program deadline on May 16. This collaborative effort has entailed careful planning and coordination to meet the stringent requirements of the grant application process.

Integral to this application is the development of a high-level cost estimate, a critical component used to approximate the project's total cost and, consequently, our grant request. This estimate draws heavily from the meticulously crafted action plan of the Village Street Committee (VSC), dated November 28, 2023, and formally endorsed by the BOS on December 4th. The action plan serves as a blueprint for prioritizing various village street improvements, precisely ranked based on urgency and impact.

CMA Engineers, leveraging the insights and priorities outlined in the VSC action plan, scrupulously crafted a cost estimate that aligns with the identified needs and priorities. This estimate encompasses a range of essential projects aimed at enhancing safety and accessibility across key intersections within the village streets network. Notable among these projects are improvements slated for intersections such as Boston Post Rd. (BPR)/Main St., Main St./Amherst St., Main St. Davis Ln., Foundry St./BPR, and Jones Rd./Mack Hill Rd./Dodge Rd.

However, this endeavor has not been without its challenges, as the proposed projects must navigate various budgetary constraints. Foremost among these constraints is the stipulated minimum project cost of \$2.5 million for SS4A submissions, alongside the existing budget earmarked for village street roadwork, totaling approximately \$550K. Navigating these constraints requires careful consideration and strategic allocation of resources to maximize impact and efficiency.

Recent cost estimations conducted by CMA Engineers, factoring in prevailing industry rates for labor, materials, and engineering services, have shed light on the scope of work attainable within the allocated budget. Despite these constraints, the estimates reveal a viable pathway forward, albeit with necessary adjustments and trade-offs.

Moving forward, the DPW faces a pivotal decision that warrants thoughtful deliberation

by the BOS. Should the proposed plan proceed, the BOS must weigh two distinct options. The first option entails leveraging existing road work funds to finance intersection improvements, potentially necessitating the deferral of some FY26 road projects. Alternatively, identifying additional funds—approximately \$550K—could facilitate the completion of both intersection improvements and scheduled FY26 road work, albeit with additional fiscal considerations.

Crucially, any decision must acknowledge the substantial efforts and community engagement that have culminated in this juncture. The inception of this endeavor, marked by the approval of warrant article 30 in March 2022, underscored the community's collective commitment to enhancing safety and accessibility across village streets. Subsequent endeavors, including engineering studies, public meetings, workshops, and surveys, have borne testament to this commitment, fostering a collaborative environment conducive to informed decision-making.

In light of the foregoing considerations and the potential for substantial federal funding, I am inclined to recommend proceeding with the final grant application as outlined. Such a decision not only underscores our steadfast commitment to safety and accessibility but also represents a prudent investment in the future well-being of our community.

Link to November 28, 2023 VSC Action Plan:
[https://www.amherstnh.gov/sites/g/files/vyhlif4116/f/uploads/village_streets_study_com
mittee_-_action_plan.pdf](https://www.amherstnh.gov/sites/g/files/vyhlif4116/f/uploads/village_streets_study_committee_-_action_plan.pdf)

BUDGET IMPACT:

(Include general ledger account numbers)

Approximately \$550K from 01-4312-70-2735 Road Rebuild (FY25), or other BOS approved sources.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to authorize the DPW Director to submit a final "Safe Streets For All" (SS4A) grant application on behalf of the Town of Amherst. If a grant is won, it is understood that the required grant match of 20% will be funded using scheduled road work dollars, likely resulting in the deferment of several FY26 road work projects to accommodate this expenditure.

TOWN ADMINISTRATOR RECOMMENDATION:

Worth applying for.

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Town wide Bridge & Culvert
Assessment

Department: Public Works

Meeting Date: May 13, 2024

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

The Department of Public Works (DPW) has collaborated with our engineering partner, Hoyle Tanner & Associates (HTA), to successfully conduct a comprehensive assessment of town bridges and culverts. Completed recently, this project encompassed an evaluation of all bridges within the town, as well as priority culverts identified by the DPW. The selection of priority culverts was based on various criteria, including strategic significance (potential impact on town services or necessitating lengthy detours in case of failure), safety considerations, and estimated replacement costs.

This assessment lays the groundwork for an actionable plan that delineates budgetary requirements, potential funding streams, and maintenance objectives spanning the next fifteen years. The plan is structured into three distinct categories: short-term, intermediate term, and long term projects. Similar to other public works plans such as vehicle replacement and road maintenance, the Bridge & Culvert Capital Expenditure Plan (BCCEP) will undergo annual review and updates to ensure alignment with evolving needs and priorities.

The BCCEP outlines a total projected expenditure of \$9,230,000 over the course of fifteen years, encompassing all project costs and utilizing available funding sources. Specifically, the plan delineates projects to be financed through the DPW CRF account, with a total earmarked amount of \$5,531,000. It is assumed that remaining projects will be financed through alternative sources such as grants and loans. Notably, the plan assumes allocation of all critical infrastructure projects under the CRF projects list.

This plan serves as a vital tool for understanding the future financial implications associated with the maintenance and replacement of crucial bridge and culvert infrastructure over time. It is a comprehensive roadmap that can be referenced by future stakeholders as necessary. However, it's important to recognize that this plan offers a snapshot of infrastructure conditions at a specific moment, and ongoing field examinations by both town and state officials are imperative to ensure accuracy and relevance.

The plan is available on the Public Works webpage:

https://www.amherstnh.gov/sites/g/files/vyhlf4116/f/uploads/final_town_wide_assessment_report_1.pdf

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

This just seems to be for informational purposes since there is no motion being suggested. Obviously, this should be reviewed by the CIP committee and at some point suggested annual costs need to be determined. Also, a review of the recent master plan should become part of the overall scope.

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: TF2 Culvert Replacement Proposal (HTA) **Department:** Public Works

Meeting Date: May 13, 2024

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Following the completion of our recent assessment of town culverts and bridges, we have identified the urgent need to replace the TF2 triple culverts. These culverts, situated near Spring Rd. and the Souhegan Woods Golf Club, consist of corrugated metal pipe (CMP) with dry-stacked stone-masonry headwalls. Classified as being in "serious" condition according to the assessment report, these culverts are our top priority for replacement. The TF2 crossing serves as a vital thoroughfare for north/south traffic between Spring Rd. and County Rd. Given its classification as a "Tier 3" crossing, a spanned structure will be required for replacement, prohibiting in-kind culvert replacement. Potential replacement structures include a three-sided concrete rigid frame structure or a partially buried concrete box culvert.

Estimated Project Cost:

As outlined in the assessment report, the total estimated cost for this project (engineering and construction) is \$1,079,336. The design engineering and bidding portion of the expense, reflected in the task order #4 we are seeking approval for, is \$153,603. Construction engineering services are estimated at 10% of the estimated construction cost at \$69,500, and would be a separate task order at the appropriate time. Regrettably, there are currently no available grant opportunities for this specific project. However, we have secured funding through the DPW Bridge Replacement CRF. Our proposed timeline entails completing engineering in FY25, with construction scheduled for FY26.

Selection of Engineering Partner:

We intend to retain the services of Hoyle Tanner & Associates (HTA) for this critical project. With a proven track record of excellence, HTA has been instrumental in various drainage projects within the town over the years. Noteworthy among their recent achievements are the successful completion of bridge projects on Manchester Rd.,

Horace Greeley Rd., and Mont Vernon Rd. Additionally, their involvement in pivotal initiatives such as the 485 BPR emergency culvert replacement project, restoration of the Spring Rd. culverts, TF1 temporary bridge, and the town-wide assessment underscores their expertise and reliability. It's worth noting that HTA has already finalized the design engineering for the TF1 bridge replacement. As one of two on-call engineers currently under contract with the town, HTA was selected last year through a rigorous RFQ process.

Conclusion:

In conclusion, the replacement of the TF2 triple culverts is imperative to ensure the safety and functionality of our town's infrastructure. With the support of HTA and adequate funding from the DPW Bridge Replacement CRF, we are confident in our ability to execute this project efficiently and effectively.

BUDGET IMPACT:

(Include general ledger account numbers)

\$153,603 from DPW Bridge Repair & Replacement Capital Reserve Fund

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend to award Task Order 4 to Hoyle Tanner & Associates.

SUGGESTED MOTION:

I move to award task order 4 in the amount of \$153,603 to Hoyle Tanner & Associates. This task order serves to complete the engineering and construction bidding services necessary to replace the triple culverts on Thornton Ferry Rd. II near Spring Rd. I further move to authorize the DPW Director to sign the related agreement, and subsequent project documents.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Task Order #4 - Thornton Ferry Road II



**PROPOSED TASK ORDER #4
ON-CALL GENERAL ENGINEERING AND SURVEYING SERVICES**

Amherst, New Hampshire
April 12, 2024
Revised May 8, 2024

SCOPE OF SERVICES

This proposed Task Order will be to complete design phase services for the Thornton Ferry Road II culvert replacement project. The proposed replacement structure is based on the Short-Term recommendations for the subject culvert as outlined in the "Town Wide Bridge and Culvert Assessment" report dated May 2024. Reference Exhibit A for a complete list of tasks and assumptions and Exhibit B for the proposed schedule.

This Task Order will be completed under our Agreement with the Town of Amherst, New Hampshire, entitled "Agreement for Professional Engineering Services – On-Call Engineering and Surveying Services" dated September 26, 2023 (On-Call Agreement).

PROPOSED FEES

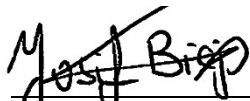
We propose to provide the services described in the task order on a Lump Sum basis as outlined in Exhibit C of our On-Call Agreement.

The fee for Proposed Task Order #4 is:

Design Phase (D-1 through D-15)	\$	<u>147,407</u>	Lump sum
Bid Phase (B-1 through B-9)	\$	<u>6,196</u>	Lump sum
Total Compensation	\$	<u>153,603</u>	

HOYLE, TANNER & ASSOCIATES, INC.

TOWN OF AMHERST, NH



Josif Bich, PE
Vice President

DATE: 5/8/2024

DATE: _____

EXHIBIT A
Scope of Services

Design Phase

Consultant shall:

- D-1. Conduct internal team coordination and kick-off meeting.
- D-2. Perform a site visit to layout the proposed boring locations (and mark the site for DigSafe), observe existing conditions and obtain existing data (field measurements, photography, etc.) for the purpose of preparing the Contract Documents.
- D-3. Delineate, flag and GPS locate invasive species, wetlands, surface waters and potential vernal pools within the project limits by a NH Certified Wetland Scientist (CWS).
- D-4. Coordinate subconsultant services for subsurface soil borings, hydrology and hydraulics, and topographic survey. Hoyle Tanner will provide observation of the borings to verify subsurface conditions and receive soil/rock samples.
- D-5. Convert the base survey files to the NHDOT's MicroStation format.
- D-6. Prepare a Request for Project Review (RPR) Form and submit to the New Hampshire Division of Historical Resources (NHDHR).
- D-7. Perform a database search of the New Hampshire Natural Heritage Bureau (NHNHB) Online Datacheck Tool for the presence of any known rare species and exemplary natural communities and US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) for federally listed species in the vicinity of the project site. Perform a database search of the New Hampshire Department of Environmental Services (NHDES) OneStop Data Geographic Information for presence of known hazardous waste sites in the vicinity of the project. Prepare follow-up coordination as needed with regard to results of these reviews.
- D-8. Attend one Selectboard meeting to review our recommendations and receive feedback from the Selectboard and Public.
- D-9. Attend one Conservation Commission meeting to review our proposed bridge and associated wetland impacts.
- D-10. Prepare and submit a NHDES Standard Dredge and Fill Permit application for the permit to construct the project. Respond to one NHDES Request for More Information (RFMI) from NHDES.
- D-11. Prepare plans, specifications, design of the bridge and an Estimate of Probable Construction Costs and submit to the Client for review and comment.
- D-12. Attend one virtual meeting with the Client to review the project.
- D-13. Incorporate Client comments and prepare Contract Documents.

- D-14. Prepare, monitor, and complete a Project Specific Quality Assurance Plan for the project in accordance with Hoyle Tanner's Quality Control Plan.
- D-15. Provide overall project management including scheduling, client coordination and allocation of resources.

Bid Phase

Consultant shall:

- B-1. Prepare and provide Client with an "Advertisement for Bids" and assist Client with advertising the project for construction.
- B-2. Distribute electronic sets of contract documents to the Client, and upload to Hoyle Tanner's online bid portal for prospective bidders. Maintain records of prospective bidders and bid documents issued.
- B-3. Attend and conduct a pre-bid meeting at Client offices.
- B-4. Issue addenda (if necessary) to interpret or clarify bidding documents.
- B-5. Administer the Bid Opening through the Hoyle Tanner online bid portal and receive bid documents.
- B-6. Review bids, bid bonds and other bid documents submitted for compliance with bid requirements. Prepare a bid summary and assist Client with evaluation of bids.
- B-7. Prepare Notice of Award for Client signature and issuance to the Contractor.
- B-8. Review contractor bonds and certificates of insurance for compliance with Contract Documents.
- B-9. Prepare and distribute Agreement between Client and Contractor.

Assumptions

Consultant assumes:

- A-1. The project consists of replacing three 4'-0" diameter steel corrugated metal pipes with a new precast concrete rigid frame or buried precast concrete box culvert. The proposed precast structure will be determined from the results of the Hydrologic and Hydraulic Analysis, roadway geometric design, and based on the NHDES requirements. No other superstructure types will be considered. Other work will be limited to roadway reconstruction up to 250' north and 250' south of the existing steel corrugated metal pipes and the installation of new bridge and approach guardrail. Reconstruction of the intersection with Spring Road/Wilson Hill Road is not required.
- A-2. There are no overhead utilities or underground utilities within the project limits described in assumption A-1 above.
- A-3. The proposed roadway geometry will closely match the existing alignment and profile with minor revisions for geometric optimization for design speed, sight distance, hydraulic capacity, etc.

AASHTO – Guidelines for Geometric Design of Very Low-Volume Local Roads (ADT < 2000), 2019 design criteria will be utilized, as best practicable, for roadway geometry improvements. Other roadway design elements will be designed to meet current AASHTO design criteria for the chosen design speed as practicable; including guardrail, sight distance, road box design, roadway cross slopes, and drainage.

- A-4. Hoyle Tanner will arrange for a soil boring firm to take the necessary borings at the site. We intend to use New England Boring Contractors from Derry, NH for these services. The cost for these services is included in our fees indicated on the Task Order Summary sheet.
- A-5. Hoyle Tanner will arrange a water resources firm to complete the hydrologic and hydraulic study for this project. This analysis will be utilized to determine the 50-year and 100-year flood events elevations to ensure a minimum of 1' of freeboard is provided at the 50-year flood event as required by NHDOT and to accommodate the 100-year flood event as required by NHDES. We intend to use Headwaters Consulting, LLC. from Franconia, NH for these services. The cost for these services is included in our fees indicated on the Task Order Summary sheet.

The FEMA effective Flood Insurance Rate Map (FIRM) shows that the project site is within a Zone AE special flood hazard area (SFHA) and regulatory floodway. Therefore, the project is located within the Town's Floodplain Conservation District and subject to the requirements of Section 4.10 of the zoning ordinance. Section 4.10.H.3 of the zoning ordinance states:

Along water courses with a designated Regulatory Floodway no encroachments, including fill, new construction, substantial improvements, and other development are allowed within the floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practices that the proposed encroachment would not result in any increase in flood levels within the community during the base flood discharge.

To evaluate compliance with this standard, the proposed bridge will be sized to maintain or decrease the 100-year flood flows stages. As such a FEMA Conditional Letter of Map Amendment (CLOMR) will not be needed for the proposed bridge replacement.

However, as set forth in 44 CFR Section 65.3, the Town will be required to submit new technical data to FEMA describing physical changes in the SFHA and their effect on flooding conditions. This data is to be submitted to FEMA no later than six months after completion of construction. The format for submitting this information to FEMA is a Letter of Map Revision (LOMR). The cost to complete the LOMR is not included in this design proposal. However, the hydraulic analysis will also be conducted in a manner consistent with the requirements of the FEMA LOMR so that it can be used to develop the LOMR after construction is completed.

- A-6. Hoyle Tanner will arrange for a survey firm to perform a topographic survey. We intend to use Doucet Survey, LLC. from Bedford, NH for these services. The cost for these services is included in our fees indicated on the Task Order Summary sheet.
- A-7. Wetlands, surface waters, invasive species and potential vernal pools within the project limits will be delineated, flagged and classified by a NH Certified Wetland Scientist (CWS) per: RSA 310-A Professional Certifications; RSA 482-A Fill and Dredge in Wetlands; and Env-Wt 406 Delineation and Classification of Jurisdictional Areas. The CWS will complete the following tasks:

- The existing conditions plans prepared by the Licensed Land Surveyor will be reviewed, corrected if needed, then sealed and signed by the CWS;
- A brief letter report will be prepared including:
 - Classification of each wetland based on Classification of Wetland and Deepwater Habitats of the United States (Cowardin et al 1979; Updated 2013);
 - Description of the extent and type of existing vegetation within the wetlands and uplands, including the dominant plant species within the tree, shrub/sapling and herbaceous layers;
 - Either a brief listing of the functions and values of each wetland, commensurate to the scope of the project and wetland impacts, in accordance with either "The Highway Methodology Workbook Supplement, Wetland Functions and Values: A Descriptive Approach" (USACE New England District 1999) or "Method for Inventorying and Evaluating Freshwater Wetlands In New Hampshire" published by UNH (aka, the New Hampshire Method) or completion of the NHDES Wetlands Functional Assessment Worksheet;
 - Information for vernal pools documentation shall be collected if surveys are conducted during the vernal pool season.
 - A review of the project work limits using the USFWS IPAC tool and the NHHB Datacheck to identify listed species; and,
 - Photos of all wetlands or potential vernal pools showing approximate size, location with respect to the bridge or roadway, and representative vegetation.

The presence of any invasive species identified in the New Hampshire Department of Transportation (NH DOT) Best Management Practices for Roadside Invasive Plants will be flagged in the field by Hoyle Tanner personnel and surveyed by the Licensed Land Surveyor. These species include those prohibited by the NH Department of Agriculture and NH Department of Environmental Resources. A letter report will be prepared by the qualified individual classifying the type and extent of invasive species (if any) within the survey limits.

- A-8. At this time, the services of a historical resources, archaeological resources or wildlife/botanist subconsultant are not included in this proposal. Depending upon the outcome and the requirements of our initial agency reviews and coordination, a fee amendment may be submitted to engage these subconsultants and for attendance at further meetings.
- A-9. It is assumed existing stormwater flow patterns will be maintained. Existing side slopes and ditch lines will be stabilized to minimize erosion in the project area.
- A-10. Hoyle Tanner will search the databases listed below for the presence of any known rare species, exemplary natural communities, federally listed species and presence of any hazardous sites near the project site in the vicinity of the project site. The purpose of this search is to identify if the proposed project will impact hazardous sites, rare species and/or natural communities.
 - New Hampshire Natural Heritage Bureau (NHHNB) Online Datacheck Tool
 - US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC)
 - New Hampshire Department of Environmental Services (NHDES) OneStop Data Geographic Information
- A-11. The necessary tasks will be performed in order to conform with the NHDES Stream Crossing Guidelines, including necessary upstream topographic cross-sections, identification of bank

vegetation and summarization of this information in the wetlands permit application.

- A-12. Temporary and/or permanent construction easements may be required to secure land rights needed to construct the roadway/bridge for this project. Hoyle Tanner will provide Client with a draft easement plan and draft easement deeds. Hoyle Tanner will not be responsible for procuring easements or preparing recordable plans. It is assumed that easements will be recorded by the Town. A fee amendment may be required if additional ROW research will be required beyond what will be determined by surveying firm.
- A-13. Thornton Ferry Road II within the limits of the project will be closed to all traffic for the duration of the project. Traffic will be detoured around the project site on local roadways. Phased Construction or the use of a temporary detour bridge will not be investigated or proposed.
- A-14. Construction phase services, such as shop drawing review and periodic site observations or resident engineering services, are not included in this Task Order.
- A-15. The contract plans will consist of approximately 25 sheets and will include the following:
- Title Sheet*
 - Standard Symbol Sheet (2 sheets)*
 - Construction Notes and Quantities (2 sheets)*
 - Easement Plan
 - Typical Roadway Section*
 - Roadway Details*
 - Boring Location Plan and Logs (3 sheets)
 - Detour Plan
 - Roadway Plan and Profile* (2 Sheets)
 - General Plan and Elevation*
 - Site Plan*
 - Wetland Impact Plan*
 - Bridge Layout Plan*
 - Precast Concrete Bridge Details (2 Sheets)
 - Bridge and Approach Rail Layout
 - Cross Sections (2 sheets)*
 - T2 Steel Bridge Rail
 - T2 Steel Bridge Approach Rail (Steel Posts)

Plans marked with an asterisk (*) are required for environmental permitting and will be included in the permitting submission.

- A-16. Client will be provided with electronic copies of all submissions including the Contract Documents.
- A-17. That a NHDES Wetland Permit is the only required permit application for this project as it combines the application for a NHDES wetland permit and a USACE General Permit in one submittal. A wetland permit application will be prepared and submitted for the project. At this time the application fee for the NHDES Wetlands Standard Dredge and Fill application is not known (there is no fee for the USACE General permit). The fee will depend on the area of impact and will be paid directly by the Client.

- A-18. Bidding Requirements, Contract Documents and Technical Specifications developed for the project will be based upon Hoyle Tanner’s standard which is based upon the EJCDC 2018 model documents. Excessive deviations from this standard requested by the Client may require a fee amendment.
- A-19. The proposal assumes a maximum of 2 minor addenda will be issued for the purpose of answering questions from prospective bidders and clarifying the intent of the contract documents. Preparation of addenda will not require revisions to the contract drawings or specifications.
- A-20. Contract Documents will consist of a bound book entitled “Bidding Requirements Contract Documents and Technical Specifications” and full-size (22” x 34”) plans.
- A-21. Construction phase services, such as shop drawing review and periodic site observations or resident engineering services, are not included in this Proposal. We intend to submit a Proposal for these services after the Bid Phase services are completed.

Project Specific Client Responsibilities

- CR-1. Coordinate with abutting land owners and obtain written permission for Hoyle Tanner or subconsultants staff to access their property.
- CR-2. Coordinate with affected land owners and obtain necessary easements.
- CR-3. Coordinate with abutting land owners and obtain written permissions for the proposed impacts and submission to NHDES as part of the Wetland Permit.

EXHIBIT B
Schedule

Consultant shall perform the services indicated in Exhibit A in conformance with the following:

Design Phase Services (Scope of Services D-1 through D-15)	<u>12</u>	Months*
Bid Phase Services (Scope of Services B-1 through B-9)	<u>5</u>	Weeks**

* From execution of Task Order

** From Approval by Client of the Design Drawings

BILLING RATE ESTIMATE

CLIENT : TOWN OF AMHERST, NH
 PROJECT: THORNTON FERRY ROAD II OVER UNNAMED BROOK
 PROJECT #: 23.919101.04
 DATE: APRIL 12, 2024

DESIGN PHASE

Calc. By: JCR
 Check By: JB

TASK DESCRIPTIONS	HOURS BY BILLING RATE CLASSIFICATION (\$/Hour)														TOTAL HOURS	TOTAL BILLING RATE COSTS
	PRINCIPAL ENGINEER \$260.00 STJ	NOT USED \$0.00	PROJECT MANAGER \$185.00 JCR	SENIOR TECHNICAL ENGINEER \$215.00 EGW	SENIOR PROJECT ENGINEER \$170.00 JFMS/KMH	NOT USED \$0.00	NOT USED \$0.00	ENGINEER \$118.00 JAH/NE/LMS	SENIOR ENVIRONMENTAL COORDINATOR \$187.00 KRP	ENVIRONMENTAL COORDINATOR \$118.00 DLC/JET	NOT USED \$0.00	SENIOR CADD DESIGNER \$146.00 SMA	PROJECT ASSISTANT \$107.00 AV			
D-1. Internal Team Coordination	1		1	1	1			2	1	2		1	1	11	\$ 1,742.00	
D-2. Site Visit					6			6						12	\$ 1,728.00	
D-3. Wetlands Delineation and Report			1						2	18				21	\$ 2,683.00	
D-4. Coordinate Subconsultant Services			4											4	\$ 740.00	
Boring Observation							20							20	\$ 2,360.00	
D-5. Convert Survey Files					2							8		10	\$ 1,508.00	
D-6. Prepare RPR			2					2	2	12				18	\$ 2,396.00	
D-7. Database Searches & Agency Coordination			1						4	4				9	\$ 1,405.00	
D-8. Attend One Selectboard Meeting			6											6	\$ 1,110.00	
D-9. Attend One Conservation Commission Meeting			6						4	8				18	\$ 2,802.00	
D-10. Wetlands Application and RFMI			6				16	8	40		20		2	92	\$ 12,348.00	
D-11. Prepare Plans, Specifications, Estimate															\$ -	
Bridge Design			33	2	8			124						167	\$ 22,527.00	
Roadway Design					12			32						44	\$ 5,816.00	
Plan Preparation			18		26			102				102		248	\$ 34,678.00	
Quantities/Cost Estimate			8		8			24						40	\$ 5,672.00	
Specifications			12		2			4					2	20	\$ 3,246.00	
QC/QA			2	12										14	\$ 2,950.00	
D-12. Virtual Review Meeting			2		2									4	\$ 710.00	
D-13. Prepare Contract Documents			4		4			16						24	\$ 3,308.00	
D-14. Prepare PSQAP			4											4	\$ 740.00	
D-15. Overall PM	1		8										4	13	\$ 2,168.00	
TOTAL LABOR HOURS	2	0	118	15	71	0	0	348	21	84	0	131	9	799	\$ -	
TOTAL BILLING RATE COSTS	\$520.00	\$0.00	\$21,830.00	\$3,225.00	\$12,070.00	\$0.00	\$0.00	\$41,064.00	\$3,927.00	\$9,912.00	\$0.00	\$19,126.00	\$963.00		\$112,637.00	

REIMBURSABLE EXPENSES:

TRAVEL- MILEAGE, ETC.	\$208
POSTAGE & COMMUNICATION	\$45
PRINTING	\$20
LODGING AND MEALS	\$0
CONSUMABLES	\$0
TESTING EQUIPMENT RENTAL	\$0
GPS RENTAL AND FIELD SUPPLIES	\$160
SUBTOTAL:	\$433

SUBCONSULTANTS:

New England Boring Contractors	\$8,727
Doucet Survey, LLC	\$7,860
Headwaters Consulting, LLC.	\$17,750
(SUBCONSULTANT)	\$0
(SUBCONSULTANT)	\$0
SUBTOTAL:	\$34,337

TOTAL BILLING RATE COSTS \$112,637

SUBCONSULTANTS:
 includes admin. Fee of 0% \$34,337

SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS: \$146,974

REIMBURSABLE EXPENSES:
 includes admin. fee of 0% \$433

TOTAL: \$147,407



REVISED ESTIMATE

Estimate Date: 3/22/24

Client:

Hoyle Tanner & Associates
285 Billerica Road, Suite 203
Chelmsford, MA 01824

Site:

Test Borings
Thornton Ferry Road over Unnamed Brook
Amherst, NH

Contact:

Joseph C. Ripley, PE

Phone:

978-795-4402

Email:

jripley@hoyletanner.com

Scope of Work: 2 Test Borings in the road way to 50' deep each with 10' bedrock cores. Continuous SPT split-spoon sampling to 5 feet below channel bed and then at standard 5-foot intervals. Drillers to complete logs. Hoyle Tanner will contact DigSafe.

Item Description	Quantity	Amount	Amount/Item
Mob/Demob Truck Rig / per event	1	\$595.00	\$595.00
Truck Rig / per day	2	\$2,100.00	\$4,200.00
Signs and Cones /LS	1	\$450.00	\$450.00
Amherst, NH Permit and Bond Fees /LS	1	\$450.00	\$450.00
Permit Management /per hour	3	\$150.00	\$450.00
Police Details / per hour (estimated) **	16	\$85.00	\$1,360.00
Police Detail Management / per hour **	2	\$150.00	\$300.00
NX Rock Core / per foot	20	\$36.50	\$730.00
NX Rock Box / each	1	\$45.00	\$45.00
Asphalt Patch / per bag	2	\$25.00	\$50.00
Sand /per bag	2	\$15.50	\$31.00
Sample Jars / per case	1	\$15.50	\$15.50
Boring Logs / each	2	\$25.00	\$50.00
DigSafe Call In /per event	0	\$195.00	\$0.00
		Total Cost	\$8,726.50

Notes: Assume borings will be pre-marked by others.

** Police detail fees are estimated and will be invoiced at cost plus a management fee.

Assumes swing ties to boring locations will be conducted by others.

Assumes sample pickup and delivery by others.

Assumes signs & cones and a police detail are sufficient for traffic control.

Prepared By: John Noble

PO Box 165, Derry, NH 03038

Phone: (603)437-1610 Fax (603) 437-0034

ADDITIONAL UNIT COSTS

1. Boring Log Preparation \$25.00 /per boring.
2. Overtime Rate \$450 /per hour, with pre-approval.
3. Rental charges on including but not limited to steam cleaners, generators, core machines, and jack hammers are billed for time out not time used.
4. Police Detail fees are direct reimbursement by the client.
5. Permits and Bonding vary in pricing and will be billed accordingly.
6. Changes in the scope of work that differ from the proposed scope of work will require additional billing.
7. Certified Payroll and prevailing wage rated jobs must be presented in the Scope of Work.
8. A minimum Administration charge of 2 hours at \$45 per hour will be charged to any job requiring Certified Payroll or Prevailing Wage filing.
9. Notification of Certified Payroll and Prevailing Wage projects anytime after the beginning of a project will result in \$500 per day charge to the project, plus any additional administration time for filing and adjusting payroll.

GENERAL TERMS FOR SERVICES

1. Day Rate is 8 hours on site. (After 8 hours on site is overtime)
2. No soils will be transported off site by New England Boring Contractors.
3. Estimate does not reflect prevailing wage or certified payroll rates unless noted estimate.
4. Commencement of work assumes acceptance of all rates and terms by the client.
5. New England Boring Contractors will not be held responsible for the reimbursement of "down time" caused by weather, equipment malfunctions, or any other delay.
6. The client will be responsible for clearing all utilities prior to commencement of any drilling activities unless otherwise agreed upon and a boring/monitoring well location plan is issued to NEBC five business days prior to the start of work showing boring locations and street address.
7. Boring locations pre marks are the responsibility of the client and must be pre-marked prior to DigSafe notification. DigSafe requires 72 hours to clear the site from the time the confirmation number is assigned.
8. The client agrees to pay all, reasonable legal fees for collection of unpaid invoices.

PROPOSAL ACCEPTANCE

By signing this proposal I hereby accept this cost estimate and all associated costs. In addition, I agree with the additional costs and General Terms for Services, and authorize New England Boring Contractors to proceed with the scope of work.

Signature and Title

Client Company



Serving your Professional Land Surveying & Mapping Needs ®
Licensed throughout New England

Matthew W. Fagginger-Auer, PS, Principal
Jeffrey A. Goldknopf, PS, Principal
John F. Kaiser, PS, Principal
Steven V. Michaud, PS, Principal
William J. Doucet, PS, Chief Operating Officer
Michael J. Carter, PS
Patrick J. Sharkey, PS
Bevan Timm, PS

April 9, 2024

Joseph Ripley, PE
Hoyle Tanner
285 Billerica Road, Suite 203
Chelmsford, MA 01824

Reference: Land Surveying Services
Thornton Ferry Road II over Unnamed Brook, Amherst, NH
DS-LLC Project No. 8599

Dear Joe:

Thank you for requesting a proposal from our firm. Based on our preliminary research, Doucet Survey, LLC is pleased to submit the following proposal for professional land surveying services. The following proposed scope of services meets or exceeds the current state land survey standards.

AREA OF SURVEY:

See attached map. Survey area is approximately 1.1 acres in size.

SCOPE OF SERVICES:

SEE ATTACHED EXHIBIT A – SURVEY SCOPE OF SERVICES

We would deliver the drawing in Bentley Open Roads format.

With respect to existing easements, property lines or rights of way this task is limited to review of current deeds for adjacent parcels based on assessor deed references, and a maximum of 2 hours of research for road layouts or plans depicting the roadway right of way. If any deeds reference an easement, that would be noted on the plan and copies of the deeds would be provided to the client. Subsurface utility research has been capped at a maximum of 2 hours.

If no monuments shown on existing plans of record are found along Spring Road or Thornton Ferry II Road, the roadway right of way would be shown per GIS.

This proposed scope of services does not include:

1. Boundary survey.
2. Assistance with or participation in any litigation or preparation therefore.
3. Surveyor's report.
4. Confined space entry.
5. Preparation of a plan suitable for recording at the Registry of Deeds.
6. Underground utility marking SUE (which is a service that we do provide)



102 Kent Place
Newmarket, NH 03857
(603) 659-6560

372 West Street (Suite 101)
Keene, NH 03431
(603) 216-5801

2 Commerce Drive (Suite 202)
Bedford, NH 03110
(603) 614-4060

124 Fletcher Street (Unit A)
Kennebunk, ME 04043
(207) 502-7005

April 5, 2024

Mr. Michael Carter, LLS
Doucet Survey, Inc.
2 Commerce Drive, Suite 202
Bedford, NH 03110

Re: Request for Field Survey Proposal
Bridge Replacement Project
Thornton Ferry Road II over Unnamed Brook
Town of Amherst, NH
Hoyle Tanner Project No. TBD

Dear Michael:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) has been selected to provide bridge and roadway design services for the above referenced project. We will require ground survey information and the preparation of existing conditions (including topography and right-of-way determination) herein referred to as the “base plan” of the project site, and are requesting a proposal from your firm to perform this service.

The general project scope is to rehabilitate or replace the existing culverts and to reconstruct the road approaches to the bridge. Survey information will be required for our design in order to define the limits of the existing bridge and roadway for both approaches to the bridge within the existing right of way. Additional topographic survey of the channel will be required immediately upstream and downstream of the bridge in order to prepare a hydraulic model of the site.

Important Note: Hoyle, Tanner intends to use Bentley software products (i.e. OpenRoads, MicroStation) for the design of this project. Exhibit A illustrates the format of the point file (text file) that will be required to be submitted. The example shows relevant file setup and submittal information required to enable a more efficient transition from Autodesk products to Bentley products.

Your proposal should include the following:

- A proposed schedule for performing the work including start and completion dates.
- A not to exceed Lump Sum fee for the proposed work.
- An insurance certificate illustrating the policies and coverage amounts as required by Hoyle, Tanner’s corporate policy on sub-consultant insurance requirements. A copy of the requirements titled “Exhibit C Insurance” is attached.

If your firm is selected to perform these services, a subcontract for professional services between Hoyle, Tanner and your firm will be executed. Copies of insurance certificates will be requested.

The following Exhibits are included with this Request for Field Survey Proposal:

- Exhibit A – Survey Scope of Services

- Exhibit B – Point File Data
- Exhibit C – Insurance
- Exhibit D – AutoCad Deliverables

Invoices will not be processed for payment until the deliverables requested in this RFP have been received and reviewed by Hoyle Tanner. Upon approval of the deliverables, invoices will be processed promptly and payment will be made within thirty days of Hoyle Tanner's receipt of reimbursement from the Owner.

We would appreciate receiving your proposal within the next five to seven working days. Please call us if you have any questions about the project requirements or any suggestions for the scope requirements. We look forward to the potential of working with you on this project.

Sincerely,
HOYLE, TANNER & ASSOCIATES, INC.



Project Manager

Attachments



EXHIBIT A - SURVEY SCOPE OF SERVICES

HOYLE, TANNER & ASSOCIATES, INC.
Town of Amherst, NH
Thornton Ferry Road II over Unnamed Brook

1. The minimum limits of the survey required for this project are as follows:
 - See attached survey limits plans.
2. The surveyor shall coordinate with Hoyle Tanner personnel to ensure that wetlands and invasive species flagging is done prior to the surveyor being on site such as all flags (wetlands, ordinary high water (OWH), top of bank, vernal pools) are picked up and shown on the existing conditions plan.
3. 20 Scale Plans are anticipated for this project. Text, dimensional information and blocks shall be sized for this scale.
4. Survey control and datum.
 - Unless otherwise requested and approved, all horizontal survey point coordinates shall be tied to the **New Hampshire State Plane Coordinate System (NAD83/2011F)** with coordinates being carried to four decimal places.
 - Unless otherwise requested and approved, the vertical datum shall be NAVD88.
 - Base plan shall show control points used for the survey with appropriate horizontal and vertical information on them.
5. The contour interval shall be 1'
6. Provide a complete base and topographic detail within the project limits.

The surveyor shall contact Dig-Safe and all utility owners prior to the start of survey to locate any underground utilities in the survey area and to have existing lines marked out to facilitate verification of utility locations. In the case where a utility company does not participate in the Dig-Safe program, the Surveyor shall contact the individual utility department(s) to obtain utility location, size and materials information. Show all existing underground and above ground utilities on the survey drawings and verify all positional information obtainable from surface survey and from measurement of depths of utilities in structures such as catch basins, manholes, handholes and water gate boxes. Utilities shall include but not be limited to gas, electric, telephone, water, sewer, storm drains and cable.

Minimum detail required within the limits of the topographic survey includes but is not limited to:

- Edges of water courses and wetlands.
- Top of bank within the survey limits (this feature should be located by the surveyor and not the Certified Wetland Scientist)

EXHIBIT A - SURVEY SCOPE OF SERVICES

- Four corners, front face of existing concrete footing (top and bottom of walls); all corners, angle points, and ends of wingwalls. This information is critical and must be obtained in extensive detail.
- Top (crown) and invert of the three existing metal pipes at each end of structure. Provide a minimum of 5 points at each end each pipe to define the arch shape.
- Roadway and driveway surface identification (i.e. bituminous, concrete, gravel).
- Water surface elevation (upstream and downstream of bridge).
- Centerline of all paved, gravel and dirt roads.
- Edges of all pavements, travelled ways, curbs, and shoulder breaks.
- All pavement marking and line striping with legends.
- All driveways, sidewalks, paths and steps.
- Brush and tree lines and all individual stand-alone trees which are 12" diameter or greater at 4'-6" above ground. Include diameter and species. Individual trees in forested areas are not required to be surveyed.
- Ditch lines, headwalls and culverts.
- Corners of all buildings and structures (include story height and apparent material type).
- Roof overhangs.
- Stairways and walkways including material type.
- Stone walls, retaining walls, delineators, decks, fences and railings (including type).
- Utility poles, including pole numbers, guy poles and guy wires, and types of overhead wires (indicate if pole has attached light fixtures and underground utilities).
- Light poles with all identifying numbers.
- Ledge outcrops.
- Abutting parcels, delineated by the best available evidence, with approximate assessor's map parcel areas as a minimum; parcel owners names, block and lot number, deed book and page, parcel address and owners mailing address. Parcel delineations shall be noted as to the source (i.e. assessor's map, survey prepared by XXX, occupational evidence, etc.).
- Identify easements which exist on abutting properties. If an easement is identified, it shall be verified by the surveyor that the easement is recorded with the Registry of Deeds and a copy provided to Hoyle, Tanner.
- Existing rights of way and property right of way bounds and sources.
- Signals, signal boxes and pedestals, pedestrian push button mounting posts, signs, foundations, cantilever sign poles and sign bridge structures – (include individual sign and sign post information with location, type, dimensions and information on whether sign is electrified or not).
- Curb, bridge and roadway (Include reveal, sloped or straight, and material type).
- Bridge piers and abutments.
- Guardrail and guardrail end sections.
- Mailboxes, newspaper boxes and planters.
- Fire hydrants.
- Gas meters, water meters, gate valves, manhole covers, catch basins covers, etc (to aid in underground utility determinations). Rim elevations, invert elevations and pipe size, type and flow directions required for drainage and sewer structures. Top of operator nut required for water gate valves (raw elevation or depth below pavement).

EXHIBIT A - SURVEY SCOPE OF SERVICES

- Landscaped areas and single/grouped ornamental plantings and trees of significant circumference. Tree type (common name – maple pine, etc.) and diameter shall be delineated.
- Direction of river flow.
- Any other significant fixed ground features.
- Underground utilities (See note about Dig-Safe).

Important note with regard to utilities: Where existing utilities, both underground and above-ground exist, please locate the next structure in the infrastructure beyond the limits of survey requested.

Important note with regard to data collection: If during the course of data collection field conditions are found that prohibit the collection of requested topographical information (i.e. sealed utility structures, debris filled catch basins and manholes, abutter access issues, etc.), the Surveyor shall notify the Engineer as soon as possible (and prior to demobilization) so that an appropriate remedy can be identified with the Client and implemented to allow for completion of the scope of survey.

7. Elevations shall be shown to the nearest 0.01 feet, except for non-paved ground, which shall be to the nearest 0.1 feet. Elevations shall be provided at the roadway centerline, pavement crowns if different than centerline, edge of travelled ways, edge of pavements, curbs, and shoulder breaks at intervals no greater than 50' on the tangent and 25' on the curves and at the intersection with side roads. PC's and PT's of all curves shall be indicated. Elevations shall also be provided at bridge abutment seats, top of wingwalls and bridge deck corners, edge of river and centerline of river. An adequate number of topographical shots must be obtained to adequately depict the elevations within the survey limits, including areas perceived to be "flat" areas.
8. The base plan shall be field verified for correctness prior to submitting to Hoyle, Tanner. Verification shall include all TIN information and breaklines.
9. Establish horizontal control points on the main road to be used for design and construction layout. Provide a minimum of four horizontal control points, two on each side of the bridge or roadway (if a short roadway segment). If the roadway is longer than 500 feet, set control points at the beginning and end of the project limits and at even intervals no further than 500' apart. These control points must be within sight distance of each other and must be such that they will remain intact for an extended amount of time which may lapse between survey and construction activities.
10. Provide four benchmarks, two each side of the bridge. One benchmark on each side of the bridge shall be a surveyor installed steel rod (3' minimum) that are located within the right of way in an easily accessible area that is unlikely to be disturbed and that are a minimum of 4' beyond the edge of a paved surface.
11. Existing right of way information shall be obtained from tax maps and other public records and plotted on the base plan. Base plan shall indicate the sources used to obtain right of way information. Base plan shall also show control points used for the survey with appropriate horizontal and vertical information on them. Provide paper or PDF copies of all records used to obtain existing right of way. Add note(s) on the drawing describing how the right of way was

EXHIBIT A - SURVEY SCOPE OF SERVICES

determined. (Designer Note: Acceptable ROW research is similar to NHDOT standard along roadways by pulling up current deeds and whatever plans are referenced in those deeds, plus use of online NHDOT project database to search for layouts from road improvement projects).

12. Survey shots for continuous and linear features (roadway centerline, curbs, edges of pavement and similar linear items) shall be connected as strings and portrayed by 2D polylines in the drawing.
13. Provide a copy of the survey field book pages (GPS control, traverse, topographic survey and bench runs) used to generate all electronic files.
14. Provide digital photographs taken at the site.
15. Provide a copy of all abbreviation conventions or layer conventions utilized.
16. Provide the following CAD deliverables in Imperial units:
 - A. Electronic PDF copy (22" x 34") of the survey drawing, signed and stamped by a land surveyor licensed in the State of New Hampshire.
 - B. The .DWG file submitted shall be AutoCAD 2013 or later format, showing all existing detail within the proposed survey limits, appropriately labeled. Note: all items within the drawing must be identifiable by annotation or layer association.
 - C. The .DWG file submitted shall contain all the graphic items associated with generating the topography including the software-generated contours, 3-D triangulation faces (separate file or on separate dedicated layer), fault/break lines and point blocks. The drawing file shall contain all three-dimensional information and fault lines to ensure that Hoyle, Tanner can reproduce electronically the 3-D contours without additional effort. Contours shall not be manually adjusted; all adjustment shall be performed with breaklines and tin line adjustments.
 - D. Points File. Submit a comma delimited ASCII file in the following format: "Point Number, Northing, Easting, Elevation, Description". The point number must be numeric; alpha characters are not accepted by our design software. Point files shall be accompanied by a separate text file listing of all point abbreviations used on the project and what the abbreviations represent. All similar entity points shall use the same abbreviation. **Surveys requested for projects being designed with Bentley software, if noted in the project description section (page 1), shall have point information submitted in a text file formatted as shown in Exhibit B.**
 - E. A copy of the Land Development or Civil 3D database.

EXHIBIT A - SURVEY SCOPE OF SERVICES

17. Provide paper or PDF copies of all records, deeds, plans and easements used in completing the survey for all properties within the survey limits.

Submit drawing files and above mentioned associated data files in electronic format on a compact disk or flash drive to accompany the stamped hardcopy of the survey drawings.

EXHIBIT B – POINT FILE DATA

Feature Name	Point #	Northing	Easting	Elevation	Alpha Code	Pencode
BLDG	1227	10052.999	49869.2356	502	1	
	2102	9992.51228	49872.28323	502.15242	BLDG	
	2130	9989.34638	49801.92961	501.72863	BLDG	
ENDBLDG	1	10000	50000			
RND	300	9953.14451	500	499.11624	N1ctr1	
RND	302	9822.51516	49910.73207	495.83637	N1cntr1	
RND	304	10143.76539	50007.43031	499.31058	Mgn1cntr1	
RDP	2000	10055.83964	49867.00218	502.27209	RDP	
	2001	10101.39644	49865.00172	501.15002	RDP	
	2002	10101.40231	49864.92574	501.69268	RDP	
	2003	10109.80594	49870.82756	501.81913	RDP	
	2004	10119.13687	49911.87108	501.07279	RDP	
	2005	10128.94289	49947.94806	500.14436	RDP	
	2006	10124.80091	49960.38486	499.85661	RDP	
	2007	10117.15175	49968.23827	499.59837	RDP	
	2008	10038.57195	49954.92265	499.8326	RDP	
	2009	10116.11419	49965.30885	499.40235	RDP	
	2010	10068.34064	49925.10352	498.98808	RDP	
	2011	10062.12891	49912.81896	498.88448	RDP	
	2012	9990.43871	49903.65992	500.11229	RDP	
	2013	9969.30982	49902.75194	500.138	RDP	
	2014	9964.57698	49978.40927	499.62001	RDP	
	2015	9985.41788	49995.93766	499.94486	RDP	
	2016	9983.48764	50007.37711	499.90821	RDP	
	2017	10051.36699	50008.23941	500.002	RDP	
	2018	10129.90343	50009.0559	498.87507	RDP	
	2019	10143.15148	50012.52135	499.03174	RDP	
	2020	10154.02207	50018.56055	498.92706	RDP	
	2021	10167.94527	50048.99224	498.78895	RDP	
WALLS	2022	10079.72015	49909.51868	497.99922	WALLS	1
	2023	10083.62246	49901.60004	497.88798	WALLS	0
	2024	10079.08708	49908.42703	498.85794	WALLS	0
ENDWALLS						
WALLS	2025	10082.82006	49899.25392	499.81807	WALLS	1
	2026	10082.47783	49893.05705	500.07287	WALLS	0
ENDWALLS						

Pencode

Alpha Code

Pencode - tells the program when to set the pen down and up (ie, draw line). In this case one was used to set it down and zero kept it down to connect the points.

Alphacode - is used to tell the program what level to place the elements on. Easiest would be to make these the same as the Feature Name, then we can revise them on our end to our standard.

Feature Name - These are used when importing, allows for similar features to be fixed throughout the text file. In this case BLDG and EndBLDG were used for Buildings and RDP and EndRDP were used for Edge of Pavement. You can see a number of examples throughout the file. It doesn't matter what code is used as long as we know the code. Example might be, ep for edge of pavement.

Random points work like breaklines but no pencode is needed. All points can have the same Feature Name. In this Case RND. The Alphacode determines what the point is to look like. An example would be CB for Catch Basin.

EXHIBIT C – INSURANCE

SUB-CONSULTANT INSURANCE REQUIREMENTS – CORPORATE POLICY

PURPOSE

The purpose of the Sub-consultant Insurance Requirements policy is to protect Hoyle Tanner and its own insurance program from losses caused by the actions of the Sub-consultant. In addition, these corporate mandated insurance requirements will ensure that each Sub-consultant has the financial assets to cover a loss caused by the Sub-consultant’s services, as well as to back up any indemnity the Sub-consultant agrees to provide to Hoyle Tanner or Hoyle Tanner’s Client in any contract.

GENERAL

Generally Sub-consultants will be required to procure and maintain the same types and amounts of insurance for the same period as Hoyle Tanner under a prime contract agreement between Hoyle Tanner and the Client or project owner. If not, the Sub-consultant will procure and maintain the following types and amounts of insurance. The insurance shall be secured at the Sub-consultant’s expense prior to the start of work and shall be maintained at all times during performance of the Sub-consultant’s services and for five (5) years after substantial completion. Any deviation from the Sub-consultant insurance requirements contained in this policy must be approved in writing by the President of Hoyle Tanner. The Sub-consultant shall make its own judgment as to proper insurance; but the types and amounts listed herein are minimum requirements. These limits should not be construed as a limitation on the Sub-consultant’s liability for the work.

TYPES AND AMOUNTS OF INSURANCE

(a) Workers’ Compensation and Employer’s Liability

Workers’ Compensation Insurance (Part One) with limits as required by state statute.

Employer’s Liability Insurance (Part Two) covering all of the Sub-consultant’s employees with limits of:

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

If work will be conducted adjacent to or over navigable waters, coverage will be extended to cover any claims under the United States Longshore and Harbor Workers’ Compensation Act (33 U.S.C. §§ 901-950) and the Jones Act (46 U.S.C. § 30104).

EXHIBIT C – INSURANCE

(b) Commercial General Liability Insurance

Commercial General Liability Insurance must be written on a form at least as broad as the current ISO occurrence form. The policy must include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground property damage (XCU) and contractual liability with minimum limits as follows:

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate (per project)	\$2,000,000
Products & Completed Operations	\$1,000,000

(c) Automobile Liability Insurance

The Automobile Liability Insurance must provide coverage for bodily injury and property damage for all owned (if any), non-owned, hired or borrowed vehicles on-site or off-site with the following minimum limits:

Combined Single Limit	\$1,000,000
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(d) Umbrella/Excess Liability Insurance

The Umbrella/Excess Liability Insurance must be in excess of the underlying limits noted above for Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance and meet the following limits:

Each Occurrence & Aggregate	\$10,000,000
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The Employers’ Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance limits outlined above may be accomplished through a combination of Primary and Umbrella/Excess Liability Insurance policies written on a follow-form basis. In the event the primary Employers’ Liability Insurance or Commercial General Liability Insurance or Automobile Liability Insurance are less than required, the amount of required Umbrella/Excess Liability Insurance will increase by the amount the primary insurance is deficient.

(e) Environmental Impairment or Pollution Liability Insurance

The Environmental Impairment or Pollution Liability Insurance will indemnify for bodily injury, property damage or amounts which the Sub-consultant may be legally obligated to pay for cleanup/remediation work arising out of the Project. Such insurance will have minimum limits of:

Per Claim & Aggregate	\$3,000,000
-----------------------	-------------

EXHIBIT C – INSURANCE

Coverage will remain in full force and effect for the period of the Project and five years after substantial completion. This coverage requirement may be met either through placement of stand-alone pollution coverage or coverage may be provided as part of a General Liability or Professional Liability Insurance policy.

(f) Professional Liability Insurance

The Professional Liability Insurance will cover the Sub-consultant’s liabilities related to acts, errors or omissions in the performance of professional services. Coverage shall be for limits of at least:

Per Claim	\$3,000,000
Aggregate	\$3,000,000

Such insurance will remain in full force and effect throughout the Project and for a period of five years after substantial completion.

PROOF OF INSURANCE

The Sub-consultant must provide Hoyle Tanner with a Certificate of Insurance evidencing that the required coverages are in full force and effect in compliance with the above requirements. Renewal certificates evidencing replacement of any expired coverage shall be provided ten (10) days prior to expiration of any policy noted above. In addition, Sub-consultant agrees to provide thirty (30) days’ notice of cancellation or non-renewal of any required insurance policy.

OTHER INSURANCE REQUIREMENTS

Sub-consultant shall be solely responsible for any and all deductibles that may be required under any of the Sub-consultant’s insurance policies.

The Sub-consultant shall require that all of its Sub-consultants/sub-contractors comply with the insurance requirements provided herein.

Except for Workers’ Compensation Insurance and Professional Liability Insurance, Sub-consultant shall be required to include Hoyle Tanner and Hoyle Tanner’s Client as Additional Insured on all policies of insurance noted above. Such policies shall be endorsed to evidence such additional insured status and such status shall be maintained throughout the course of the Project and for five (5) years after substantial completion.

General Liability and Automobile Liability coverage required above shall be Primary and Non-contributory in relation to any insurance maintained by Hoyle Tanner or its Clients. Such Primary and Non-contributory status shall be clearly denoted in all applicable insurance policies. Sub-consultant and its insurers shall waive any rights of subrogation against Hoyle Tanner and Hoyle Tanner’s Clients.

EXHIBIT D – AUTOCAD DELIVERABLES
HOYLE, TANNER & ASSOCIATES, INC.
(General Drawing, Layer and Entity Requirements)

ENTITIES:

- Layers: Survey Consultant to determine
Provide copy of Layer Convention
- Color: All entities color BY LAYER.
- Linetypes: Standard AutoCAD (ACAD.LIN) Linetypes, by layer
- Symbols: **New Hampshire Department of Transportation**
Standard Symbols are preferred.
- Contours: Co-Planar 2D Polylines w/ Z = Cont. Elev.
- Spot Elevations: DCA point entities or Autodesk "point" block with
attributes filled in
or
text and/or block with block Z insert equal to point
elevation.
- Annotations: Style L100 with Font "Simplex" Aspect 1.0 slant 0.
- Planimetrics and non-elevational information:

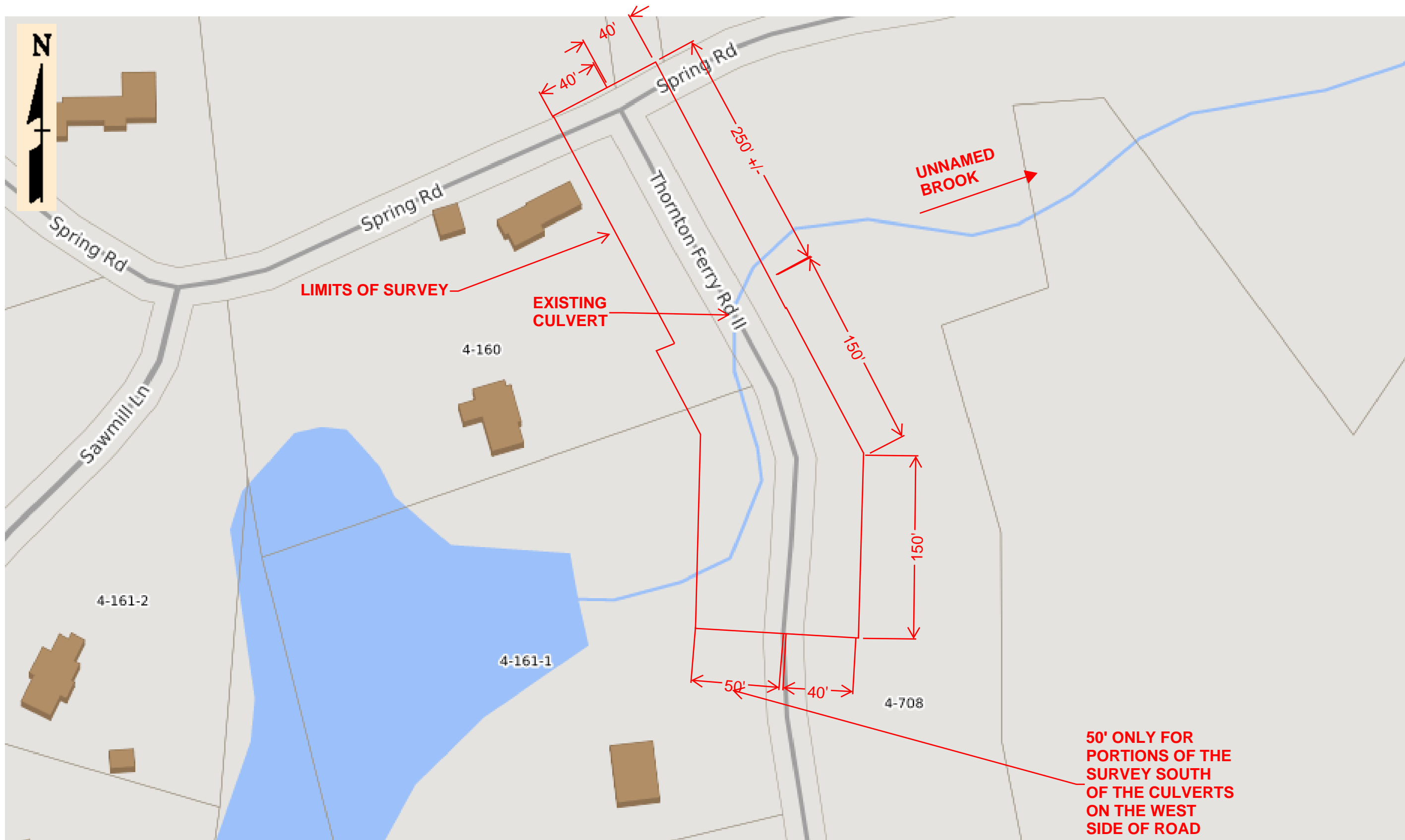
Use 2D lines and/or 2D co-planar polylines.

ALL NON-ELEVATIONAL Information shall be at elevation
ZERO in the drawing. (Including, but not limited to:
blocks, text, polylines, lines, etc.)
- "SHAPES" are not acceptable.
- 3D Polylines are not acceptable **UNLESS** 3D Break lines are being provided. (For
TIN or DTM creation.)
- Hatch shall be on a layer extension grouped with the associated feature. (For
example: Hatch on a building should be on layer E-BLDG-HTCH.
- All Land Development project database information including surfaces, tins, cogo,
alignments, etc..
- All SDSK project information including surfaces, tins, cogo, alignments, etc.

EXHIBIT D – AUTOCAD DELIVERABLES

DRAWINGS:

- AutoCAD 2013 or later DWG files are required.
- All drawings shall be audited in Autocad for corrupt database information. Use the AutoCAD "Audit" command in the drawing editor. If not possible, note this when submitting drawing(s).
- Submitted on compact disk or DVD. Other formats may be acceptable with prior approval from Hoyle, Tanner.
- The World Coordinate System should be used for all drawings.
- Files shall be submitted as zip files using AutoCAD's "eTransmit" command. Plot style files (CTB), font files and shape files shall be included. The eTransmit transmittal setup shall have the following options selected: Keep Files and Folder as is; Include Project Information; and include Fonts.



SURVEY LIMITS PLAN
NTS

THORNTON FERRY ROAD II OVER UNNAMED BROOK

April 10, 2024

Joseph C. Ripley, P.E.
Hoyle, Tanner & Associates, Inc.
285 Billerica Road, Suite 203
Chelmsford, MA 01824
(978) 795-4402
jripley@hoyletanner.com

**Subject: Hydrologic and Hydraulic Analyses Scope and Fee
Thornton Ferry Road II over Sherburn Mill Brook Stream Crossing Replacement
Amherst, NH**

Joseph:

We are pleased to submit this scope and fee to analyze hydrology and hydraulics (H&H) for replacement of the stream crossing which carries Thornton Ferry Road II over Sherburn Mill Brook in Amherst, NH.

Project Understanding and Approach

Hoyle, Tanner & Associates, Inc. (HTA) has been, or is expected to be, retained by the Town of Amherst to design and permit replacement of the stream crossing on Thornton Ferry Road II at Sherburn Mill Brook (see Figure 1). The project may be funded through the NHDOT Municipally-Managed State Bridge Aid Program; therefore, the H&H analyses performed to design the stream crossing will follow the methods described in Chapter 2 of the NHDOT Bridge Design Manual, January 2015 – v 2.0 (Revised August 2018), including:

- The 50- and 100-year peak flows will be estimated with USGS StreamStats. The StreamStats 50-year peak flow will be used as the design flood and the StreamStats 100-year peak flow will be used as the check flood.
- The 50- and 100-year peak flows will also be estimated with two alternate methods: (1) the FEMA Flood Insurance Study (FIS) and (2) the FHWA 5-parameter method. As required by the Bridge Design Manual, these flow estimates will be compared to the StreamStats 50- and 100-year flow estimates to assess their validity. We will order the FIS engineering backup data from FEMA in order to determine the 50- and 100-year peak flows used in the FIS.

In addition, because the project site is located within a FEMA Zone AE Special Flood Hazard Area (SFHA) and Regulatory Floodway, a separate hydraulic analysis will be completed to evaluate whether or not the project complies with the minimum floodplain management standards of the

National Flood Insurance Program (NFIP), including the requirement that projects within a Regulatory Floodway not increase base flood elevations (BFEs) by any amount. This analysis will utilize the 100-year flow from the FIS engineering backup data and will be performed in a manner which will allow it to be used, with some modifications, to support a future FEMA Letter of Map Revision (LOMR) application.



Figure 1 – Project Location Map

Both hydraulic analyses will be performed by creating one-dimensional (1D) flow models using the U.S. Army Corps of Engineers HEC-RAS computer program. Geometry for both models will be identical; however, they will use different peak flows and boundary conditions. The stream crossing design model will use the StreamStats flow estimates and water levels computed with Manning's equation (normal depth) as the downstream boundary. The NFIP compliance model will use peak flows and downstream water levels from the FIS.

The approximate upstream and downstream limits of the hydraulic study area are shown in Figure 1. The upstream end will be just downstream from York Pond Dam approximately 350 feet upstream from the stream crossing. Due to the steep drop in flood levels which occurs across this structure, any changes to flood levels resulting from the project are unlikely to extend upstream from it. In addition, the dam will make a logical location for tying into the effective FIS flood

profiles for the future LOMR application. The downstream end of the study area will be approximately 700 feet below the stream crossing, encompassing the two bridges on the Souhegan Woods Golf Course so that any backwater effects they may have on the crossing at Thorntons Ferry Road II can be considered in the project design.

We will collect the survey data needed for the HEC-RAS models which is not captured in the roadway corridor survey. This will include channel cross-sections upstream and downstream from the roadway corridor survey limits and geometry of the two golf course bridges. We assume that the surveyor who performs the roadway corridor survey will provide us with control points which are relative to NH State Plane coordinates and NAVD88 elevations.

The first HEC-RAS models to be prepared will be the pre-project stream crossing design and NFIP compliance models. These will reflect existing conditions under the two flow and boundary condition scenarios and will be used to establish baseline conditions for determining the project's effects on flood levels and other hydraulic characteristics. We will then work with HTA to identify stream crossing structure alternatives for evaluation. Separate HEC-RAS models will be developed for each alternative and results will be initially provided to HTA via email.

After all of the H&H analyses have been completed, we will prepare a report which documents the methods and results of our study. A detailed scope of services is presented below

Scope of Services

Task 1 – FIS Engineering Backup Data Acquisition

Under this task we will order the engineering backup data for the effective FIS from the FEMA Engineering Library.

Task 2 – Topographic Base Map and Hydraulic Model Planning

Under this task we will obtain a digital file of the roadway corridor survey and use it, along with LiDAR data, to create a topographic base map of the hydraulic study area in AutoCAD Civil 3D. We will use this base map to layout the stream cross-sections located outside of the roadway corridor survey which will need to be surveyed.

Task 3 – Field Survey

Under this task we will collect the field survey information needed for the hydraulic study which was not captured in the roadway corridor survey. This is expected to include channel cross-sections upstream and downstream from the roadway corridor survey limits and geometry of the two golf course bridges. We have assumed that the surveyor who performs the roadway corridor survey will provide us with control points which are relative to NH State Plane coordinates and NAVD88 elevations.

Task 4 – Hydrologic Analysis

Under this task we will estimate instantaneous peak flows at the project site using the following methods and data sources:

- USGS StreamStats (regression equations)

- FIS Engineering Backup Data
- FHWA 5-Parameter Method

Task 5 – Pre-Project Hydraulic Modeling

Under this task we will develop pre-project hydraulic models of the study area using the Corps of Engineers HEC-RAS computer program. Two models will be developed as follows:

- *Pre-Project Stream Crossing Design Model*
This model will use will use the StreamStats peak flow estimates and water levels computed with Manning’s equation (normal depth) as the downstream boundary.
- *Pre-Project NFIP Compliance Model*
This model will use peak flows from the FIS engineering backup data and corresponding water levels read from the FIS flood profile as the downstream boundary.

Task 6 – Post-Project Hydraulic Modeling

Under this task we will work with HTA to identify various stream crossing structure alternatives for hydraulic study, develop stream crossing design and NFIP compliance HEC-RAS models for each alternative, and provide the model results to HTA via email.

Task 7 – Study Report

Under this task we will prepare a report which documents the methods and results of our H&H study. The report will be stamped by a NH-licensed P.E. and will be provided in pdf format.

Fee

The scope of services described above will be completed for the fixed fees shown in the following table.

Task	Fee
1 – FIS Engineering Backup Data Acquisition	\$740
2 – Topographic Base Map and Hydraulic Model Planning	\$960
3 – Field Survey	\$4,050
4 – Hydrologic Analysis	\$960
5 – Pre-Project Hydraulic Modeling	\$3,600
6 – Post-Project Hydraulic Modeling	\$3,600
7 – Study Report	\$3,840
TOTAL FEE ESTIMATE	\$17,750

The attached spreadsheet provides a more detailed estimate of man hours and expenses which form the basis for our fee. If needed, work beyond that specified in the scope of services can be provided under a separate or amended agreement.

We appreciate the opportunity to provide this scope and fee. I can be reached at (603) 616-6850 or via email at sean@headwatershydrology.com if you have any questions.

Sincerely,

Sean P. Sweeney, P.E., CWS
Manager
Headwaters Consulting, LLC

Hoyle, Tanner & Associates
Hydrologic and Hydraulic Analyses Scope and Fee
Thornton Ferry Road II over Sherburn Mill Brook Stream Crossing Replacement
Amherst, NH

10-Apr-24

	<u>Hours</u>	<u>Rate</u>	<u>Expenses</u>	<u>Total</u>
<u>Task 1</u> – FIS Engineering Backup Data Acquisition	2	\$120	\$500	\$740
<u>Task 2</u> – Topographic Base Map and Hydraulic Model Planning	8	\$120	\$0	\$960
<u>Task 3</u> – Field Survey	30	\$120	\$450	\$4,050
<u>Task 4</u> – Hydrologic Analysis	8	\$120	\$0	\$960
<u>Task 5</u> – Pre-Project Hydraulic Modeling	30	\$120	\$0	\$3,600
<u>Task 6</u> – Post-Project Hydraulic Modeling	30	\$120	\$0	\$3,600
<u>Task 7</u> – Study Report	32	\$120	\$0	\$3,840
Total	140			\$17,750



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Impervious Surface Discussion
(Concerning Stormwater Utility)

Department: Public Works

Meeting Date: May 13, 2024

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

At the April 29 BOS meeting, the BOS requested further analysis of the impervious GIS data received by NRPC. The DPW, with assistance from the Tax Collector, completed further analysis of the GIS data as requested. As previously discussed, the DPW desires direction from the BOS whether we should pursue the stormwater utility question, and proceed with further development of a theoretical rate structure for consideration.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Impervious-Tax comparison 5-8-24

**Stormwater Comparison
Tax base vs Impervious area**

Tax Data - From Gail

Type	COMMERCIAL/INDUSTRIAL IMPROVED ASSMT WITH UTILITIES	RESIDENTIAL IMPROVED ASSESSMENT W/ NON TAX BLDG	Type
	Commercial	159,232,025	
Industrial	80,384,600	228,375,800	Condos
Utilities	72,120,700	1,848,104,751	Improved
		7,613,500	Manufactured homes
Totals	311,737,325	2,088,700,251	2,400,437,576
	12.99%	87.01%	100.00%

Impervious Data - NRPC

COMMERCIAL/INDUSTRIAL Impervious	RESIDENTIAL IMPROVED Impervious	Total Impervious
9,253,107	29,104,491	38,357,598
24.12%	75.88%	100.00%

Notes:

Under a tax based assessment, commercial/industrial customers would pay 1/2 of what they would compared to an impervious based assessment.

Does not include vacant properties (no buildings or impervious area) .

Does not include exempt properties.



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

Title: Consent Agenda Motion
Meeting Date: May 13, 2024

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve all consent agenda items.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: AP and Payroll Approvals
Meeting Date: May 13, 2024

Department: Finance Department
Staff Contact: Debbie Bender

BACKGROUND INFORMATION:

AP1 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$49,637.81 dated April 23, 2024, subject to review and audit. (NH DMV)

AP2 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$36,849.09 dated May 3, 2024, subject to review and audit. (NH DMV)

AP3 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$58,742.87 dated April 26, 2024, subject to review and audit. (Vendors)

AP4 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$187,901.29 dated May 9, 2024, subject to review and audit. (Vendors)

AP5 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$3,149,219.00 dated May 1, 2024, subject to review and audit. (Schools)

AP6 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$7,987.62 dated May 6, 2024, subject to review and audit. (Citizens CCard)

PR1 ~ I move to approve one (1) Payroll Manifest in the amount of \$58,742.87 dated April 26, 2024, subject to review and audit.

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: Baboosic Lake Community Septic Warrants

Department: Tax Collector

Meeting Date: May 13, 2024

Staff Contact: Gail Stout

BACKGROUND INFORMATION:

Baboosic Lake Community Septic Warrants due July 1, 2024 are included for the Board's approval and signature as follows:

Phase I	\$ 3,701.64
Phase II	\$ 3,334.70
Phase III	\$ 7,619.40
Phase IV	\$ 5,263.76

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

To approve and sign

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Baboosic Lake Septic Warrants Confidential May 13 2024



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Use of Town Common- Amherst Tree Lighting
Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

The Amherst Tree Lighting Festival Chair is requesting the use of the Town Common on Friday December 13, 2024, from approximately 5-7pm for the Annual Tree Lighting ceremony.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Amherst Tree Lighting TOWN COMMON USE APPLICATION ATLF 2024 - signed

**TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST**

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

Organization Name: Amherst Tree Lighting Ceremony Contact Name: Michelle Arbogast

Contact Phone Number: 603-459-5427 Contact e-mail: michelleATLF@gmail.com

Date of Event: 12/13/2024 Hours (from/ to): ~5-7 pm Number of est. participants: 200

Will you need Electricity? Yes If so, for what? Lights and sound

Wish to bring anything onto the Commons ? IF so, what? Boy Scouts will bring cocoa and chestnuts, church will

Wish to drive anything onto the Commons? No

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? No

Request road closures? (Please identify intersections) No

Will you sell or serve food or drinks? (Certificates of Insurance naming the Town of Amherst will be required) Not sell

Brief Description of event.:

Amherst citizens gather to watch a roughly 30 minute tree lighting ceremony performed by local groups/indi

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

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

Applicant Signature: _____ Date: 4/17/24

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

Chief of Police Approval: Signature _____ Date: _____

Fire/ Rescue Chief Approval: Signature _____ Date: _____

Public Works Director Approval: Signature _____ Date: _____

BOS Approval: Chair's Signature _____ Date: _____

Signature: Anthony Ciampoli
Anthony Ciampoli (Apr 29, 2024 10:10 EDT)
Email: aciampoli@amherstnh.gov

Signature: Eric Slosek
Email: eslosek@amherstnh.gov

Signature: Matthew Conley
Matthew Conley (Apr 29, 2024 14:19 EDT)
Email: mconley@amherstnh.gov

Signature: Michelle Arbogast
Michelle Arbogast (Apr 29, 2024 09:34 EDT)
Email: michelleatlf@gmail.com











Amherst Tree Lighting TOWN COMMON USE APPLICATION, ATLF 2024

Final Audit Report

2024-04-29


Created:	2024-04-29
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj-cUBX4aOILqyI5jeXTlcoOC8wA5tq53

"Amherst Tree Lighting TOWN COMMON USE APPLICATION, ATLF 2024" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2024-04-29 - 1:24:28 PM GMT
-  Document emailed to Anthony Ciampoli (aciampoli@amherstnh.gov) for signature
2024-04-29 - 1:24:33 PM GMT
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2024-04-29 - 1:24:33 PM GMT
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2024-04-29 - 1:24:33 PM GMT
-  Document emailed to Michelle Arbogast (michelleatf@gmail.com) for signature
2024-04-29 - 1:24:33 PM GMT
-  Email viewed by Michelle Arbogast (michelleatf@gmail.com)
2024-04-29 - 1:33:49 PM GMT
-  Document e-signed by Michelle Arbogast (michelleatf@gmail.com)
Signature Date: 2024-04-29 - 1:34:10 PM GMT - Time Source: server
-  Email viewed by Anthony Ciampoli (aciampoli@amherstnh.gov)
2024-04-29 - 2:09:30 PM GMT
-  Document e-signed by Anthony Ciampoli (aciampoli@amherstnh.gov)
Signature Date: 2024-04-29 - 2:10:04 PM GMT - Time Source: server
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2024-04-29 - 2:13:50 PM GMT

 Document e-signed by Eric Slosek (eslosek@amherstnh.gov)

Signature Date: 2024-04-29 - 2:14:35 PM GMT - Time Source: server

 Email viewed by Matthew Conley (mconley@amherstnh.gov)

2024-04-29 - 6:18:06 PM GMT

 Document e-signed by Matthew Conley (mconley@amherstnh.gov)

Signature Date: 2024-04-29 - 6:19:35 PM GMT - Time Source: server

 Agreement completed.

2024-04-29 - 6:19:35 PM GMT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing, Consent Agenda
Meeting Date: May 13, 2024

Department: Assessing
Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Solar Exemption

Item C. The Assessor has reviewed the attached Solar Exemption Applications provided, and the following applicants qualify for the Tax Exemption under RSA 72:62 commencing in the 2024 tax year.

Map/Lot	Exemption Amount
010-028-007	\$30,000
005-133-008	\$15,000

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item C Confidential



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

Title: Use of Town Common- Cong.
Church of Amherst-Annual Frederick
Douglas Reading, Saturday June 29, 2024
from 11:30-2:30pm.

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

The Congregational Church of Amherst is requesting road closures directly in front of the Church on Church Street for their Annual Frederick Douglas Reading Saturday June 29, 2024 from 11:30am-2:30pm.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move to approve the use of the Town Common for the Congregational Church of Amherst, and the requested road closure, for their Annual Frederick Douglas Reading on Saturday June 29, 2024 from 11:30am-2:30pm.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Cong. Church Frederick Douglas Reading TOWN COMMON USE APPLICATION 2024
- signed

**TOWN OF AMHERST, NH
USE OF TOWN COMMONS REQUEST**

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

Organization Name: The Congregational Church of Amherst Contact Name: Steve Boczenowski

Contact Phone Number: 978-302-3849 Contact e-mail: boczeno@gmail.com

Date of Event: June 29, 2024 Hours (from/ to): 1130 AM – 2:30 PM Number of est. participants: 45 (est.)

Will you need Electricity? No If so, for what? _____

Wish to bring anything onto the Commons ? IF so, what? Folding chairs for extra seating

Wish to drive anything onto the Commons? No

Wish to place Port-a-potties along on the far-right gravel parking lot to the right of Town Hall? No

Request road closures? (Please identify intersections) Yes, directly in front of church at 11 Church St.

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

Brief Description of event.:

The Frederick Douglass Statewide Reading is being organized by the Black Heritage Trail NH. We will be one of 12-15 communities from around the state who participate. We will invite community members to read a speech of Mr. Douglass, originally given in 1852. The title of the speech is "What to the slave is your Fourth of July?" The reading will begin at 12:00 noon and we expect it to last about an hour, followed by a reception in the church's Memorial Garden.

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


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

Signature:  Date: April 10, 2024

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

Chief of Police Approval: Signature  Date: 29/04/24
Anthony Ciampoli (Apr 29, 2024 09:27 EDT)

Fire/ Rescue Chief Approval: Signature  Date: 29/04/24
Matthew Conley (Apr 29, 2024 14:26 EDT)

Public Works Director Approval: Signature  Date: 29/04/24

BOS Approval: Chair's Signature _____ Date: _____











Cong. CHurch Frederick Douglas Reading, TOWN COMMON USE APPLICATION 2024

Final Audit Report

2024-04-29

Created:	2024-04-29
By:	Jennifer Stover (jstover@amherstnh.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiAX8xVMNBbqj0BCFsPJVfjdt2z1-ABUx

"Cong. CHurch Frederick Douglas Reading, TOWN COMMON USE APPLICATION 2024" History

-  Document created by Jennifer Stover (jstover@amherstnh.gov)
2024-04-29 - 1:17:57 PM GMT
-  Document emailed to Anthony Ciampoli (aciampoli@amherstnh.gov) for signature
2024-04-29 - 1:18:01 PM GMT
-  Document emailed to Matthew Conley (mconley@amherstnh.gov) for signature
2024-04-29 - 1:18:01 PM GMT
-  Document emailed to Eric Slosek (eslosek@amherstnh.gov) for signature
2024-04-29 - 1:18:01 PM GMT
-  Email viewed by Anthony Ciampoli (aciampoli@amherstnh.gov)
2024-04-29 - 1:25:46 PM GMT
-  Document e-signed by Anthony Ciampoli (aciampoli@amherstnh.gov)
Signature Date: 2024-04-29 - 1:27:59 PM GMT - Time Source: server
-  Email viewed by Eric Slosek (eslosek@amherstnh.gov)
2024-04-29 - 2:12:10 PM GMT
-  Document e-signed by Eric Slosek (eslosek@amherstnh.gov)
Signature Date: 2024-04-29 - 2:13:37 PM GMT - Time Source: server
-  Email viewed by Matthew Conley (mconley@amherstnh.gov)
2024-04-29 - 6:24:39 PM GMT
-  Document e-signed by Matthew Conley (mconley@amherstnh.gov)
Signature Date: 2024-04-29 - 6:26:07 PM GMT - Time Source: server

✔ Agreement completed.

2024-04-29 - 6:26:07 PM GMT



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing

Department: Assessing

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Current Use

Item A. The applicant has applied for Current Use Assessment under RSA 79-A. The applicant did not file the application with the Town on a timely basis as stated in the RSA. The application was received April 16, 2024. The deadline is April 15 of the tax year.

Suggested Motion:

The Assessor has reviewed the application and required documents for a Current Use assessment and recommends denial due to not filing on a timely basis. Therefore, I move to deny the Current Use Application for Map 008 Lot 051-002.

Elderly Exemption

Item B. The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant does not qualify for the exemption due to being over the asset limit. The Assessor recommends this denial.

Suggested Motion:

The Assessor has reviewed the application and required documents for an Elderly Exemption and recommends denial. Therefore, I move to deny the Elderly Exemption for Map 004, Lot 015-007.

Abatement

Item D. The reason for the abatement is these properties had been granted property tax exemption under the provisions of RSA 72:23, IV. However, in my opinion, these properties do not qualify for the exemption because these units are merely vacant development sites and have not obtained planning board approval to operate as a

school. They suggest they use the space for outdoor learning and activities. It was my opinion in 2023 that because these are separate development units and not part of the functioning school property but merely owned by the school, they are not exempt under the statute.

Suggested Motion

The Assessor recommends denying the abatement for Map 002, Lot 024-005, 002-024-006, 002-024-016, 002-024-017, 002-024-018 & 002-024-019 since they have not obtained the necessary approvals from the planning board for the operation of the school on these sites. Therefore, I move to accept the Assessor’s recommendation to deny the abatement for these properties.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

- 1. Item A Confidential
- 2. Item B Confidential
- 3. Item D Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Hawkers, Vendors, Peddlers Permit request **Department:** Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

The Town has received permit applications from Alex Drummond, Mason Marquis, and Eric Tupua to represent Power Home Remodelling.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 3157_001
2. 3158_001
3. 3159_001



DATE RECEIVED 4/5/24

TOWN OF AMHERST
APPLICATION FOR HAWKERS, PEDDLERS & VENDORS PERMIT

NAME OF APPLICANT Alec Drummond DOB 10/24/1997

RESIDENCE ADDRESS 31 Andrew St TOWN Manchester NH

PHONE NO (603) 616 6789

LENGTH OF TIME AT THIS ADDRESS 3 years

PREVIOUS ADDRESS IF ABOVE IS LESS THAN THREE YEARS N/A

PHYSICAL DESCRIPTION:

HEIGHT 6'1 WEIGHT 270 HAIR Brown EYES Blue

NAME, ADDRESS OF PERSON, FIRM, OR CORPORATION OR ASSOCIATION WHOM APPLICANT IS EMPLOYED BY OR REPRESENTS:

NAME Power Home Remodelling

ADDRESS 201 Jones Rd Waltham MA

PHONE NO 857 241 3221 LENGTH OF EMPLOYMENT/REPRESENTATION 3 years

NAME, ADDRESS OF EMPLOYER DURING PAST THREE YEARS, IF OTHER THAN PRESENT EMPLOYER:

NAME _____

ADDRESS _____

HAWKERS & PEDDLERS STATE LICENSE NO. _____ EXP. DATE _____
(REQUIRED)

DESCRIPTION OF PRODUCT AND METHOD/LOCATION OF SALE Free estimates on windows, roofing, siding

NOTE: IF YOU ARE AT A LOCATION, OTHER THAN YOUR OWN, YOU NEED WRITTEN PERMISSION FROM THE PROPERTY OWNER GIVING YOU AUTHORIZATION TO BE ON HIS/HER PROPERTY.

PERIOD OF TIME FOR WHICH PERMIT IS APPLIED 1 year

DATE OR APPROXIMATE DATE OF LATEST PREVIOUS APPLICATION FOR PERMIT UNDER THIS ORDINANCE, IF ANY _____

HAS A PERMIT ISSUED TO THE APPLICANT UNDER THIS ORDINANCE EVERY BEEN REVOKED?

YES _____ NO _____

HAS THE APPLICANT EVER BEEN CONVICTED OF A MISDEMEANOR OR A FELONY UNDER THE LAWS OF THIS STATE OR ANY STATE OR FEDERAL LAWS OF THE UNITED STATES?

YES _____ NO _____

IN THE EVENT THAT THE PRODUCT WHICH IS THE SUBJECT OF THE APPLICATION IS A PERISHABLE OR A FOOD COMMODITY, THE APPLICANT IS DIRECTED TO THE STATE OF NEW HAMPSHIRE PUBLIC HEALTH DEPARTMENT FOR APPROVAL OF THE PROPOSED OPERATION AND CERTIFICATION FROM SAID PUBLIC HEALTH DEPARTMENT THAT THE PROPOSAL MEETS STATE HEALTH REGULATIONS.

THE APPLICANT WILL BE REQUIRED TO PRESENT DETAILS OF THE OPERATION SUCH AS THE LOCATION FROM WHICH THE SALES WILL BE CONDUCTED, HOURS OF OPERATION, DATES OF OPERATION, AS WELL AS A CERTIFICATION THAT THE PROPOSAL HAS BEEN REVIEWED BY THE CHIEF OF POLICE AND THAT THE APPLICANT HAS COMPLIED WITH ANY REQUESTS BY THE CHIEF OF POLICE WITH RESPECT TO THE ACCOMMODATION OF PARKING AND/OR TRAFFIC CONSIDERATIONS.

[Signature]
SIGNATURE OF APPLICANT

3/29/24
DATE



REGISTRATION OF HAWKERS AND VENDORS

Alec Drummond whose name is affixed hereto has
been granted a permit to sell Footng Siding, and windows
in the town of Amherst for the following period: March 29, 2024 - March 29, 2025
subject to the following restrictions: During Sunrise to Sunset

Selectmen by the Chairman

[Signature]

Applicant

[Signature]

Chief of Police

DATE RECEIVED 3/29/24
4/5/24

TOWN OF AMHERST
APPLICATION FOR HAWKERS, PEDDLERS & VENDORS PERMIT

NAME OF APPLICANT Mason Paul Marguis DOB 9/09/00
RESIDENCE ADDRESS 39 Boyd Rd TOWN Concord
PHONE NO (603) 703-3856
LENGTH OF TIME AT THIS ADDRESS 9 years
PREVIOUS ADDRESS IF ABOVE IS LESS THAN THREE YEARS _____

PHYSICAL DESCRIPTION:

HEIGHT 5'6" WEIGHT 165 HAIR Brown EYES Brown

NAME, ADDRESS OF PERSON, FIRM, OR CORPORATION OR ASSOCIATION WHOM APPLICANT IS EMPLOYED BY OR REPRESENTS:

NAME Power Home Remodeling
ADDRESS 201 Jones Road, Waltham, MA 02451

PHONE NO (857) 241-3220 LENGTH OF EMPLOYMENT/REPRESENTATION 4 months

NAME, ADDRESS OF EMPLOYER DURING PAST THREE YEARS, IF OTHER THAN PRESENT EMPLOYER:

NAME Stephens and Marguis Associates
ADDRESS 717 Daniel Webster Hwy, Merrimack

HAWKERS & PEDDLERS STATE LICENSE NO. _____ EXP. DATE _____
(REQUIRED)

DESCRIPTION OF PRODUCT AND METHOD/LOCATION OF SALE Free Estimates
Windows, Doors, Siding

NOTE: IF YOU ARE AT A LOCATION, OTHER THAN YOUR OWN, YOU NEED WRITTEN PERMISSION FROM THE PROPERTY OWNER GIVING YOU AUTHORIZATION TO BE ON HIS/HER PROPERTY.

PERIOD OF TIME FOR WHICH PERMIT IS APPLIED 1 year

DATE OR APPROXIMATE DATE OF LATEST PREVIOUS APPLICATION FOR PERMIT UNDER THIS ORDINANCE, IF ANY _____

HAS A PERMIT ISSUED TO THE APPLICANT UNDER THIS ORDINANCE EVERY BEEN REVOKED?

YES _____ NO _____

HAS THE APPLICANT EVER BEEN CONVICTED OF A MISDEMEANOR OR A FELONY UNDER THE LAWS OF THIS STATE OR ANY STATE OR FEDERAL LAWS OF THE UNITED STATES?

YES _____ NO _____

IN THE EVENT THAT THE PRODUCT WHICH IS THE SUBJECT OF THE APPLICATION IS A PERISHABLE OR A FOOD COMMODITY, THE APPLICANT IS DIRECTED TO THE STATE OF NEW HAMPSHIRE PUBLIC HEALTH DEPARTMENT FOR APPROVAL OF THE PROPOSED OPERATION AND CERTIFICATION FROM SAID PUBLIC HEALTH DEPARTMENT THAT THE PROPOSAL MEETS STATE HEALTH REGULATIONS.

THE APPLICANT WILL BE REQUIRED TO PRESENT DETAILS OF THE OPERATION SUCH AS THE LOCATION FROM WHICH THE SALES WILL BE CONDUCTED, HOURS OF OPERATION, DATES OF OPERATION, AS WELL AS A CERTIFICATION THAT THE PROPOSAL HAS BEEN REVIEWED BY THE CHIEF OF POLICE AND THAT THE APPLICANT HAS COMPLIED WITH ANY REQUESTS BY THE CHIEF OF POLICE WITH RESPECT TO THE ACCOMMODATION OF PARKING AND/OR TRAFFIC CONSIDERATIONS.

Max Meatz
SIGNATURE OF APPLICANT
3/29/24
DATE



REGISTRATION OF HAWKERS AND VENDORS

Mason Morquis whose name is affixed hereto has
been granted a permit to sell Go'sing Sidmy and vendors
in the town of Amherst for the following period: March 29, 2024 - March 29 2025
subject to the following restrictions: Only during Sunrise to Sunset

Selectmen by the Chairman

[Signature]
Applicant

[Signature]
Chief of Police

DATE RECEIVED 3/29/24

**TOWN OF AMHERST
APPLICATION FOR HAWKERS, PEDDLERS & VENDORS PERMIT**

NAME OF APPLICANT Eric Tupva DOB 08/24/97

RESIDENCE ADDRESS 17 Bowers St TOWN Lowell

PHONE NO (978) 877-2106

LENGTH OF TIME AT THIS ADDRESS 3 year

PREVIOUS ADDRESS IF ABOVE IS LESS THAN THREE YEARS N/A

PHYSICAL DESCRIPTION:

HEIGHT 5'9 WEIGHT 250 HAIR Brown EYES Brown

NAME, ADDRESS OF PERSON, FIRM, OR CORPORATION OR ASSOCIATION WHOM APPLICANT IS EMPLOYED BY OR REPRESENTS:

NAME Power Home Remodeling

ADDRESS 201 Jones Rd, Waltham Ma
02451

PHONE NO. 508-970-3358 LENGTH OF EMPLOYMENT/REPRESENTATION 1 mo

NAME, ADDRESS OF EMPLOYER DURING PAST THREE YEARS, IF OTHER THAN PRESENT EMPLOYER:

NAME Riverrun Gardens LLC.

ADDRESS 5 perkins way Unit 8, Newburyport Ma
01950

HAWKERS & PEDDLERS STATE LICENSE NO. _____ EXP. DATE _____
(REQUIRED)

DESCRIPTION OF PRODUCT AND METHOD/LOCATION OF SALE
Window, Roofing, Siding

NOTE: IF YOU ARE AT A LOCATION, OTHER THAN YOUR OWN, YOU NEED WRITTEN PERMISSION FROM THE PROPERTY OWNER GIVING YOU AUTHORIZATION TO BE ON HIS/HER PROPERTY.

PERIOD OF TIME FOR WHICH PERMIT IS APPLIED 1 year

DATE OR APPROXIMATE DATE OF LATEST PREVIOUS APPLICATION FOR PERMIT UNDER THIS ORDINANCE, IF ANY _____

HAS A PERMIT ISSUED TO THE APPLICANT UNDER THIS ORDINANCE EVERY BEEN REVOKED?

YES _____ NO

HAS THE APPLICANT EVER BEEN CONVICTED OF A MISDEMEANOR OR A FELONY UNDER THE LAWS OF THIS STATE OR ANY STATE OR FEDERAL LAWS OF THE UNITED STATES?

YES _____ NO

IN THE EVENT THAT THE PRODUCT WHICH IS THE SUBJECT OF THE APPLICATION IS A PERISHABLE OR A FOOD COMMODITY, THE APPLICANT IS DIRECTED TO THE STATE OF NEW HAMPSHIRE PUBLIC HEALTH DEPARTMENT FOR APPROVAL OF THE PROPOSED OPERATION AND CERTIFICATION FROM SAID PUBLIC HEALTH DEPARTMENT THAT THE PROPOSAL MEETS STATE HEALTH REGULATIONS.

THE APPLICANT WILL BE REQUIRED TO PRESENT DETAILS OF THE OPERATION SUCH AS THE LOCATION FROM WHICH THE SALES WILL BE CONDUCTED, HOURS OF OPERATION, DATES OF OPERATION, AS WELL AS A CERTIFICATION THAT THE PROPOSAL HAS BEEN REVIEWED BY THE CHIEF OF POLICE AND THAT THE APPLICANT HAS COMPLIED WITH ANY REQUESTS BY THE CHIEF OF POLICE WITH RESPECT TO THE ACCOMMODATION OF PARKING AND/OR TRAFFIC CONSIDERATIONS.

Eva Lupin
SIGNATURE OF APPLICANT

03/29/24
DATE



REGISTRATION OF HAWKERS AND VENDORS

Eric Tupoua whose name is affixed hereto has been granted a permit to sell Window, roofing, and siding in the town of Amherst for the following period: March 29, 2024 - March 29, 2028 subject to the following restrictions: only during sunrise to sunset

Selectmen by the Chairman

Applicant

Chief of Police



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

Title: Minutes

Department: Administration

Meeting Date: May 13, 2024

Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2024.04.29 BOS_DRAFT - PL Tracked Changes



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room

2 Main Street

Monday, April 29, 2024, 5:30PM

1 Attendees: Chairman Danielle Pray, Selectman Bill Stoughton, Selectman Cynthia Dokmo,
2 Selectman Peter Lyon, and Selectman Tom Grella

3
4 The Board convened in a non-meeting at 5:30 pm to consult with town counsel, Steven
5 Whitley.

6 7 **1. Call to Order**

8 Chairman Danielle Pray called the public meeting to order at 6:01 p.m.

9 10 **2. Non-Public Session: Pursuant to NH RSA 91-A:3 (d) - Consideration of the** 11 **acquisition, sale, or lease of real or personal property which, if discussed in** 12 **public, would likely benefit a party or parties whose interests are adverse to** 13 **those of the general community.**

14
15 *A MOTION was made by Selectman Lyon and SECONDED by Selectman Stoughton to enter*
16 *into Non-Public Session: Pursuant to NH RSA 91-A:3 (d) at 6:01pm.*

17 *Roll Call Vote: Lyon -aye; Grella – aye; Stoughton – aye; Pray – aye; and Dokmo – aye;*
18 *5-0-0; motion carried unanimously.*

19 20 **Other persons present during Non-Public Session:**

21 Dean Shankle
22 Jennifer Stover
23 Joe Cummings
24 Rob Clemens
25 Mark Bender

26
27 The Board discussed the potential purchase of real property by the Conservation Commission.
28 No votes were taken, and no final decisions were made.

29
30 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Dokmo to exit*
31 *Non-Public Session at 6:14pm.*

32 *Roll Call Vote: Lyon -aye; Grella – aye; Stoughton – aye; Pray – aye; and Dokmo – aye;*
33 *5-0-0; motion carried unanimously.*

34
35 *The Board went into recess until it was called back to order at 6:30pm.*

36 37 **3. Pledge of Allegiance – led by Michael & Oliver Lane**

38

39 **4. Citizens Forum**

40
41 Will Ludt, 3 School Street, asked about a new telephone pole that it appears will be installed
42 at the beginning of School Street. He asked if this could be moved to a different location, as it
43 will block the existing historic property at this location.

44
45 Doug Chabinsky, 89 Boston Post Road, asked the Board to move the No Thru Trucking
46 ordinance that will be discussed later on the agenda to a public hearing.

47
48 Jeanne Ludt, 3 School Street, stated that she disputes claims that the No Thru Trucking
49 ordinance intends to disallow local trucks that do regular business in Amherst from using
50 local roads in the Village. The ordinance is proposed to discourage large trucks from using
51 Boston Post Road as a cut through to northern towns. She explained that she watched the
52 Board meeting in which John D'Angelo spoke that he believes the ordinance lacks evidence
53 and support, but she believes this is a weak argument as there are many safety measures in
54 place "just in case" something bad happens. She does not want to see any injuries due to
55 trucks traveling too fast through the Village.

56
57 Rand Peck, 92 Boston Post Road, supported Jeanne Ludt's comments. He stated that he is not
58 interested in banning all trucks from the Village, but instead would like to see the speed of all
59 vehicles better controlled. Speed and noise from vehicles is a huge issue in the Village and
60 likely in other neighborhoods in Town. He stated that this requires additional enforcement.
61 Trucking businesses pay taxes just like other vehicle drivers and should be allowed to use
62 these roads, but everyone should observe the speed limit and work to limit their noise.

63
64 Barbara Williams, 9 Foundry Street, stated that she sees a dramatic change in vehicle speeds
65 during times when school is not in session and there are not flashing lights to alert drivers to
66 slow down. More enforcement is needed in the Village.

67
68 Matt Seiler, 74 Boston Post Road, stated that he has ideas as to how to improve safety in the
69 Village, specifically at the intersection of New Boston Road and Boston Post Road, where he
70 resides. He stated that enforcement would make a big difference in this area.

71
72 **5. Board Appointment**

73 **a. Recreation Commission Appointment, Michael Lane**

74
75 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
76 *appoint Michael Lane to the Recreation Commission as a member with a term ending in 2027.*
77 *Vote: 5-0-0; motion carried unanimously.*

78
79 **6. Board Discussion**

80 **a. Dissolution of Stormwater Committee**

81
82 Selectmen Stoughton explained that the Stormwater Committee was tasked with
83 implementing items to aid in the Town's MS4 compliance. This work is now largely being
84 done by the DPW and consultants.

86 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Lyon to*
87 *dissolve the Stormwater Committee.*
88 *Vote: 5-0-0; motion carried unanimously.*
89

90 **7. Administration**

91 **7.1. Administrative Update**

92
93 DPW Director Eric Slosek explained that the Board previously authorized GIS work
94 regarding an impervious surface study through NRPC. NRPC has compiled that data and is
95 looking for feedback. He requested direction from the Board regarding allowing Weston &
96 Sampson to generate potential rate structures for the Town regarding a stormwater utility.
97 This utility would be set up similar to other utilities, allowing the Town a way to fund the
98 required MS4 work. Properties in Town with more impervious surfaces contribute to
99 additional stormwater runoff and would be charged higher fees than others with less
100 impervious surfaces. Weston & Sampson has quoted an amount not to exceed \$9,000 for this
101 study.

102
103 Selectman Stoughton asked how the impervious area calculation compares to the current
104 property value assessments that the Town has. He noted that he is in favor of considering a
105 stormwater utility structure for the Town as a way to have an equitable distribution of costs.
106

107 In response to a question from Selectman Dokmo, DPW Director Slosek explained that the
108 proposed utility would be a way to get the Town to MS4 compliance in an equitable way.
109 MS4 items are a growing expense that the Town needs to determine how to fund.
110

111 Selectman Lyon stated that he is interested in learning more about the potential utility but will
112 need to be convinced that there is enough equity gained to create a bureaucratic process versus
113 using the existing property assessments.
114

115 The Board agreed that DPW Director Slosek should examine the NRPC data to see if there are
116 any patterns between existing assessment values and impervious surface amounts on
117 properties. This could be used as a baseline value to determine if additional studies are
118 needed.
119

120 **7.2. No Through Trucking Ordinance**

121
122 Police Chief Ciampoli explained that the proposed ordinance document only restricts tractor
123 trailer weights over 80,000lbs. If this weight is lowered, it might disallow dump trucks that
124 use these roads, due to the gross potential weight of these vehicles. This may also disallow
125 some DPW vehicles.
126

127 Selectman Lyon stated that he is in favor of the 80,000lb. weight limit at this time. He stated
128 that he believes the largest offenders are the full-size tractor trailers doing business outside of
129 Town. He stated that he does not want to include Lyndeborough Road and Christian Hill Road
130 in the ordinance at this time, but that these could be added later.
131

132 Selectman Dokmo agreed regarding Lyndeborough Road and Christian Hill Road. She stated
133 that she would like to wait until the public hearing to determine a weight limit.

134
135 Selectman Grella stated that he agrees with the existing draft as written.

136
137 Selectman Stoughton stated that he is okay with not including Lyndeborough Road and
138 Christian Hill Road at this time. He is concerned regarding the 80,000lb. weight limit and
139 would like to see this set at 68,000lb. He would like to make sure the ordinance captures
140 larger trucks, while excluding vehicles such as the DPW's 10-wheel dump truck. He noted
141 that the ordinance already takes into account allowances for trucks doing business in Town. If
142 a truck is doing business in New Boston and then heading to Nashua, it should go around the
143 Village based on safety concerns.

144
145 Chairman Pray asked what vehicles a 68,000lb. weight limit would disallow. Chief Ciampoli
146 explained that this would include any semi-truck with a trailer. The gross potential weight of
147 vehicles is in the manufacturer specifics. Some vehicles with landscape trailers still reach a
148 higher gross potential weight. DPW Director Slosek explained that the Town's new 10-wheel
149 dump trucks has a gross potential weight of approximately 66,000lb.+ A weight limit of
150 68,000lb. would likely preclude some 10-wheel dump trucks.

151
152 Selectman Stoughton stated that he would prefer to use a weight limit of 68,000lb. If local
153 truck companies have an issue with this, the Board will hear about it during the public
154 hearing.

155
156 Chairman Pray stated that she would like to include Lyndeborough Road and Christian Hill
157 Road in the ordinance, as she believes trucks will find other roads to use if restricted from
158 Boston Post Road and New Boston Road. Town Administrator Shankle noted that some of the
159 Board's arguments being used for the restriction on Boston Post Road might not apply to
160 these other roads.

161
162 The Board agreed to remove Lyndeborough Road and Christian Hill Road from the draft
163 ordinance at this time.

164
165 The Board took a straw poll and agreed to reduce the weight limit in the draft ordinance to
166 68,000lb., while acknowledging that this could be further amended after the public hearing.

167
168 *A MOTION was made by Selectman Lyon and SECONDED by Selectman Dokmo to move the*
169 *proposed No Thru Trucking ordinance, with the exclusions of Lyndeborough Road and*
170 *Christina Hill Road and the amendment of the weight limit to 68,000lb. for New Boston Road*
171 *and Boston Post Road, to a public hearing.*

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

173
174 **7.3. Health Trust, Retiree Billing Agreement**

175
176 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Lyon to approve*
177 *the HealthTrust Retiree Billing Administrative Services Agreement.*

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

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7.4. Employee-funded Eye Insurance

Executive Assistant, Jennifer Stover, explained that, when considering additional benefits, the Town could offer employees without cost to the Town, the possibility of offering eye insurance was proposed. Quotes were requested from NHIT and Colonial Life. The Town's Colonial Life broker offered a choice of Ameritas. Several employees that are experienced with eye insurance have reviewed the quotes and agree that the Ameritas Plan 1 EyeChoice, offering both the VSP Choice Network and the EyeMed Insight Network plans, seems to offer the more advantageous benefits. Employees will have the option to choose either plan. The plan requires a minimum of three eligible (full time) employees enrolling. The proposal is to try this plan for FY25 and re-evaluate next April.

*A MOTION was made by Selectman Dokmo and SECONDED by Selectman Lyon to approve the adoption of employee-funded eye insurance coverage, through Ameritas Plan 1: EyeChoice Focus VSP from July 1, 2024-June 30, 2025. Coverage will be offered with a minimum of 3 eligible employees enrolling.
Vote: 5-0-0; motion carried unanimously.*

7.5. Action Items List

The Board reviewed its Action Items list.

8. Staff Reports

8.1. Rec Hiring - Senior Citizen Program Coordinator

Director of Parks and Recreation Department, Craig Fraley, explained that the Department would like to fill the newly created position of Senior Program Coordinator. Two people applied for the position, and it is recommended to hire Lisa Eastland for the part-time position.

*A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to approve the hire of Lisa Eastland for the Senior Program Coordinator Position at Grade 5 Step 5, (\$23.96) comparable to the FY24 wage scale.
Vote: 5-0-0; motion carried unanimously.*

8.2. Amherst Communications Hire-Alexander Berry

*A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to accept the appointment of Alexander Berry to the position of Communications Specialist effective May 6, 2024 at pay Grade 6/Step 5 (\$25.13hr) subject to the benefits as outlined in his full-time offer letter.
Vote: 5-0-0; motion carried unanimously.*

8.3. Hiring of a Call Firefighter

225 *A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to*
226 *approve the hiring of Probationary Firefighter Thomas Hanlon to the current roster of call*
227 *firefighters for Amherst Fire Rescue at the recommendation of Chief Matthew Conley. The*
228 *hourly rate for the probationary firefighter is \$12.24 per hour.*
229 *Vote: 5-0-0; motion carried unanimously.*

230

231 **8.4. Hiring of a Call Firefighter**

232

233 *A MOTION was made by Selectman Grella and SECONDED by Selectman Stoughton to*
234 *approve the hiring of Probationary Firefighter Alyssa Davis to the current roster of call*
235 *firefighters for Amherst Fire Rescue at the recommendation of Chief Matthew Conley. The*
236 *hourly rate for the probationary firefighter is \$12.24 per hour*
237 *Vote: 5-0-0; motion carried unanimously.*

238

239 **8.5. DPW Truck Purchase**

240

241 DPW Director Slosek stated that, as per the DPW Vehicle & Equipment Replacement Plan,
242 Truck 6 is scheduled for replacement next year (FY25). Truck 6 is an International CDL class
243 truck. A quote was received from the regional International Dealer, Allegiance Trucks
244 (formerly Liberty International), for a 2025 model replacement for the cab & chassis. This
245 quote represents the same truck the DPW has been ordering for quite a few years. The price
246 quoted is under the State of NH state pricing level. The quoted price of \$119,500.00 is for a
247 truck manufactured in 2025. This is the same model cab and chassis and same price as the
248 Board approved at the February 26, 2024, meeting.

249

250 In addition to the cab & chassis, the DPW also desires to purchase a truck body from Viking
251 Cives. The price for the body has increased slightly due to materials costs. The price increased
252 at the beginning of February, however Viking decided to hold their January price for the
253 DPW's last purchase in February. The new price for the Viking body, as quoted, is \$109,950.
254 This represents a \$2,495 increase over the previous agreement authorized in February.

255

256 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
257 *approve the sole-source purchase of a 2025 International HV507 SFA truck from Allegiance*
258 *Trucks for an amount not to exceed \$119,500. This purchase will utilize State of NH level*
259 *pricing. Further, move to approve the purchase of a truck body for said truck from Viking*
260 *Cives for the amount of \$109,950. This purchase will utilize Sourcewell contract pricing. The*
261 *total combined purchase price of truck and body shall not exceed \$229,450.00. Funds may be*
262 *obligated for FY2025, but none shall be expended until July 1, 2024, or later. The DPW*
263 *Director shall be authorized to sign the related purchase agreements.*

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

265

266 **8.6. DPW Pickup Truck Purchase**

267

268 DPW Director Slosek stated that, as per the FY24 DPW Vehicle & Equipment replacement
269 plan we seek to purchase a new Ford F350 with plow and sander. Three prices were solicited
270 for this truck and the DPW received back two. The two prices received were very competitive
271 and were under their respective State contracts. The recommendation is to authorize the DPW

272 to purchase the truck from McFarland Ford under the NH State contract pricing. The total
 273 purchase amount will be \$67,305.00. The purchase will be made using capital reserve funds.
 274

275 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
 276 *award the purchase of a 2024 Ford F350 with related equipment from McFarland Ford of*
 277 *Exeter, NH, for the amount of \$67,305.00. Further, to authorize the DPW Director to sign the*
 278 *related contract documents.*

279 *Vote: 5-0-0; motion carried unanimously.*
 280

281 **8.7. BLSC Rate Increase**
 282

283 DPW Director Slosek explained that the Baboosic Lake Community Septic (BLCS) system,
 284 operational for nearly 20 years, aimed to enhance lake water quality and provide cost-
 285 effective septic system replacements. Initially, user fees covered construction and basic
 286 expenses. However, as operational costs increased, fees weren't adjusted accordingly, leading
 287 to a funding gap in the Enterprise Fund budget. Following a financial review, it's clear that
 288 rates need adjusting to align with current expenses. For fiscal year 2025, the DPW has
 289 formulated a budget reflecting all costs, including preventative maintenance, upgrades, and
 290 administration. The new fee schedule, detailed below, ensures adequate coverage of expenses:
 291

	Phase 1	Phase 2	Phase 3	Phase 4
Base Cost	\$308.47	\$308.47	\$308.47	\$308.47
Electric Cost	-	\$25.00	\$25.00	\$25.00
Loans	-	-	\$216.13	\$254.17
Total Qtrly Fee	\$308.47	\$333.47	\$549.60	\$587.64

292

	Current Bill	New Bill	Change in Qtrly Bill
Phase 1	\$173.42	\$308.47	\$135.05
Phase 2	\$243.53	\$333.47	\$89.95
Phase 3	\$478.07	\$549.60	\$71.53
Phase 4	\$527.97	\$587.64	\$59.67

293

294 Upon the loans' completion in FY 2026, all phases will incur essentially equal costs. Phase 1
 295 customers will pay slightly less due to covering their own electrical expenses. The above
 296 proposed rate schedule was presented to Community Septic users at a public meeting on April
 297 10, 2024.
 298

299

299 DPW Director Slosek thanked Assistant DPW Director Joe Jordan for his work on this item.
 300

301

301 *A MOTION was made by Selectman Lyon and SECONDED by Selectman Stoughton to*
 302 *approve a new fee schedule for the users of the Baboosic Lake Community Septic system as*
 303 *described in the chart presented above. The new fees shall become effective with the 4th*
 304 *quarter billing period which ends on April 30, 2024.*

305 *Vote: 5-0-0; motion carried unanimously.*
 306

307

307 **8.8. DPW Winter Snowplowing Bid**
 308

308

309 DPW Director Slosek explained that last fall, the Board approved a no-bid, fixed-fee contract
310 with Knott's Landcare for winter plowing services, intending to seek competitive bids in the
311 spring. Despite efforts to solicit bids, only Knott's Landcare submitted one. The experience
312 with them last winter was highly satisfactory.

313

314 Knott's Landcare's bid for the upcoming season reflects their learning from the previous
315 winter and their commitment to providing quality service. Although their bid represents an
316 increase over last year's contract price, it aligns with the responsibilities and services required.
317 Notably, the bid reflects adjustments to plow routes based on evaluations conducted by the
318 DPW over the winter. Routes were reassessed to optimize efficiency, resulting in the removal
319 of some routes and the addition of others deemed more suitable to the current needs of the
320 DPW. The recommendation is that the Board approve a three-year agreement with Knott's
321 Landcare. The proposed contract includes incremental increases each year (2.5%), totaling
322 \$256,815.81 over three years. The first-year contract amount is \$83,500.00. This expenditure
323 compares favorably to the projected expense of providing similar services using Town
324 equipment and labor. Outsourcing to Knott's Landcare offers operational advantages and is
325 comparable in expense to using Town forces. Director Slosek informed the Board that the
326 proposed contract does include a non-appropriation cancellation clause.

327

328 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
329 *award a three-year contract to Knott's Landcare as specified in their DPW 04-24 bid*
330 *proposal, for winter maintenance services. The first-year bid award will be \$83,500. The total*
331 *three-year contract value will be 256,815.81. Funds may be obligated for FY2025, but none*
332 *shall be expended until July 1, 2024, or later. Further move to authorize the DPW Director to*
333 *sign the related contract documents.*

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

335

336 **8.9. DPW Reg. Part-Time Hire- Transfer Station Attendant**

337

338 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to hire*
339 *Michael Flynn of Amherst, NH for the vacant position of regular part-time transfer station*
340 *attendant, at Grade 3, Step 5. The hourly wage will be \$21.35 per hour, or \$32,750.90*
341 *annually. This will be effective May 6, 2024.*

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

343

344 **9. Consent Agenda**

345

346 **9.1 AP & Payroll Approvals**

347

348 PR 1~ one (1) Payroll Manifest in the amount of \$254,296.96 dated April 18 2024, subject to
349 review and audit.

350

351 AP1 ~ approve one (1) Accounts Payable Manifest in the amount of \$262,357.72 dated April
352 11, 2024, subject to review and audit. (Vendors)

353

354 AP2 ~ approve one (1) Accounts Payable Manifest in the amount of \$30,696.27 dated April 3,
2024, subject to review and audit. (NH DMV)

355
356 AP2 ~ approve one (1) Accounts Payable Manifest in the amount of \$226,941.46 dated April
357 25, 2024, subject to review and audit. (Vendors)

358
359 **9.2 Assessing**

360
361 **Veteran Tax Credit**

362 The Assessor recommends approval of the attached Veteran Tax Credit Applications

363

<u>Map/Lot</u>	<u>Credit Amount</u>	<u>Credit Description</u>
364 002-072-018	\$500.00	All Veterans Tax Credit
365 006-028-092	\$500.00	Veteran Tax Credit
366 008-016-023	\$500.00	Veteran Tax Credit
367 002-087-066	\$500.00	Veteran Tax Credit

368

369
370 **Elderly Exemption**

371 The applicant has applied for an Elderly Exemption under RSA 72:39-a. The applicant
372 qualifies for the exemption in the amount of \$104,120 for Map 002, Lot 072-018. The
373 Assessor recommends this approval.

374
375 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Dokmo to*
376 *approve the Consent Agenda, as presented.*

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

378
379 **10. Approvals**

380 **10.1. Abatements, Elderly Exemptions**

381
382 **Abatement**

383 **Item A-2**

384 The Assessor has reviewed the above referenced property and based on the information,
385 recommends granting an abatement.

386
387 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to move*
388 *to grant an abatement for Map 008, Lot 051-002, from \$692,500 to \$599,900 in the amount of*
389 *\$2,026.00.*

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

391
392 **Item A-3**

393 The Assessor has reviewed the Abatement and recommends denying the application.

394
395 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to move*
396 *to deny the abatement for Map 002, Lot 166-026.*

397 *Vote: 4-0-1; motion carried [D. Pray abstaining.]*

398
399 **Elderly/Disabled Exemption Denial**

400 **Item D.**

401 The Assessor has reviewed the application and required documents for an Elderly Exemption
402 and recommends denial due to being over the asset limit, for Map 017, Lot 056-000.

403

404 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to move*
405 *to deny the Elderly Exemption for Map 017, Lot 056-000.*

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

407

408 **Item D-1.**

409 The taxpayer has not responded to numerous attempts to requalify this person for the Elderly
410 Exemption.

411

412 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
413 *to remove the Elderly Exemption from this property in the amount of \$104,120 Map 002, Lot*
414 *166-047 commencing in 2024.*

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

416

417 **Item D-2.**

418 The taxpayer has not responded to numerous attempts to requalify this person for the elderly
419 exemption.

420

421 *A MOTION was made by Selectman Stoughton and SECONDED by Selectman Grella to*
422 *remove the Disabled Exemption from this property in the amount of \$89,050 Map 003, Lot*
423 *166-007 commencing in 2024.*

424 *Vote: 4-0-1; motion carried [D. Pray abstaining.]*

425

426 *Selectman Grella exited the meeting briefly.*

427

428 **10.2. BOS Minutes**

429

430 *A MOTION was made by Selectman Lyon and SECONDED by Selectman Stoughton to*
431 *approve meeting minutes of April 15, 2024, as presented.*

432 *Vote: 4-0-0; motion carried unanimously.*

433

434 *Selectman Grella rejoined the meeting.*

435

436 **11. Action Items**

437

438 This item was previously addressed.

439

440 **12. Old/New Business**

441

442 Selectman Stoughton stated that a change to the CIP membership is being requested by the
443 Schools. He has been meeting with representatives of the School District, and they have been
444 grateful for the outreach from the Town. He requested that the Board start its next meeting 15
445 minutes early, to honor local 4th graders who are working on a civic project. He noted that he
446 has also been working on Finance Director Debbie Bender regarding a finance dashboard for
447 the Town.

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Selectman Grella noted that the plants in front of Town Hall require additional irrigation and this work will be done free of charge shortly.

Chairman Pray recognized the Town’s newest Police Officer, Lois Kerwin, and specifically that she was awarded the police academy’s leadership award upon graduation. She noted that NRPC is soliciting bids for projects to be included on its next 10 Year Plan. It is possible that the Bicycle & Pedestrian Advisory Committee may submit projects to be considered.

13. Non-Public Session: Pursuant to NH RSA 91-A:3, II. (a) and (b). The hiring, dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.

14. Non-Public Session: Pursuant to NH RSA 91-A:3 (b) The hiring of any person as a public employee.

*A MOTION was made by Selectman Lyon and SECONDED by Selectman Stoughton to enter into Non-Public Session: Pursuant to NH RSA 91-A:3 (a) and (b) at 8:36pm.
Roll Call Vote: Lyon -aye; Grella – aye; Stoughton – aye; Pray – aye; and Dokmo – aye; 5-0-0; motion carried unanimously.*

Other persons present during Non-Public Session:
Dean Shankle

The Board discussed the hiring, dismissal, and disciplining of public employees. No votes were taken, and no final decisions were made.

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Dokmo to exit Non-Public Session at 9:37pm.
Roll Call Vote: Lyon -aye; Grella – aye; Stoughton – aye; Pray – aye; and Dokmo – aye; 5-0-0; motion carried unanimously.*

15. Adjournment

*A MOTION was made by Selectman Stoughton and SECONDED by Selectman Dokmo to adjourn the meeting at 9:38pm.
Vote: 5-0-0; motion carried unanimously.*

NEXT MEETING: May 13, 2024

Selectman Peter Lyon

Date