



**Town of Amherst, NH**  
**BOARD OF SELECTMEN AGENDA**  
Barbara Landry Meeting Room 2 Main Street  
**MONDAY, MAY 12, 2025 6:30 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Citizens' Forum**
- 4. Scheduled Appointments**
  - 4.1. NRPC Report, Jason Hennessy and Will Ludt
- 5. Administration**
  - 5.1. Health Insurance Options FY26
  - 5.2. Information Technology and Security Assessment
  - 5.3. Baboosic Lake Association - Surface Water Discharge Permit Application and Town Letter of Support
  - 5.4. Fire Department Assessment
- 6. Staff Reports**
  - 6.1. Baboosic North - 03 Request
  - 6.2. Beaver Brook Bridge Project Update - RTP Grant
  - 6.3. NH DES Waste Oil Grant
  - 6.4. Mutual Aid Assistance Agreement-Building Inspector/Code Enforcement
  - 6.5. Budget to Actual as of 4/30/25
  - 6.6. ARPA Reporting through March 2025
- 7. Consent Agenda**
  - 7.1. Accounts Payable and Payroll Approvals
  - 7.2. Assessing Consent Agenda
- 8. Other Approvals**

- 8.1. APD-FY26 Prosecutor Contract
- 8.2. Minutes

**9. New Action Items**

**10. Old/New Business**

- 11. Non-Public Session: 91-A:3, II. (a) The 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.**

**Adjournment**

**Next Meeting: May 27, 2025**

You are invited to a Zoom webinar  
When: May 12, 2025 06:30 PM Eastern Time (US and Canada)  
Topic: BOS Meeting May 12, 2025  
<https://us02web.zoom.us/j/82351574612>  
Phone one-tap: +16465588656,  
Webinar ID: 823 5157 4612

Please be advised that technical difficulties may occur during this Zoom meeting due to factors beyond our control. If you experience issues with video or audio, please try refreshing your connection or checking your Internet connection. We appreciate your understanding.



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

**Title:** Health Insurance Options FY26

**Meeting Date:** May 12, 2025

**Department:** Administration

**Staff Contact:** Debbie Bender, Lincoln Daley

---

### BACKGROUND INFORMATION:

The purpose of this agenda item is to advance discussions regarding the selection of a healthcare provider for Fiscal Year 2026. The Town has received health plan proposals from SchoolCare, Harvard Pilgrim, and HealthTrust for the Board's consideration. A summary of the available options is outlined below:

1. **SchoolCare – Comparable Plan Offerings:**

Offers plans comparable to the Town's current HMO and HSA plans, including embedded HRA and HSA components. These plans are estimated to result in a **15.8% decrease** in premium costs.

2. **SchoolCare – NHIT Plan Match:**

Will honor the Harvard Pilgrim plans currently offered through NHIT, incorporating a **27% rate increase**, consistent with NHIT's current pricing.

3. **Harvard Pilgrim (Direct Quote):**

Provides the same plans currently offered to Town employees, with an estimated **14% rate increase**.

4. **HealthTrust:**

Submitted a quote for a single plan comparable to the Town's existing HMO, but **does not offer an HSA plan**. The estimated rate increase is approximately **30%**.

Town Administration and the Finance Department recommend that the Board focus its discussion on the plans offered by SchoolCare, including the corresponding employer and employee contribution levels. The Finance Director will be present to provide a detailed financial analysis, including comparative cost scenarios and the projected fiscal impact on both the Town and its employees.

SchoolCare has provided a deadline of May 15, 2025, for the Town to finalize its selection. Therefore, the Board must make a decision prior to that date. Additionally, any transition from Harvard Pilgrim to a new provider will require approval from the Police Union and an amendment to the existing union contract.

### BUDGET IMPACT:

*(Include general ledger account numbers)*

TBD

## **POLICY IMPLICATIONS:**

None

## **DEPARTMENT HEAD RECOMMENDATION:**

### **Recommendation on Health Benefit Plans**

Following a thorough review and analysis of the available health benefit options, staff recommends that the Board approve the selection of the *Yellow 2.0 Open Access with Choice Fund* and *Orange 2.0 Open Access* plans offered by SchoolCare. This recommendation is based on several key factors, including:

- **Comparable Level of Health Benefits:** Both plans offer coverage that is consistent with the Town's current offerings, ensuring employees maintain access to high-quality healthcare services.
- **Strong Customer Service:** SchoolCare is recognized for its responsive support and user-friendly plan management, which contributes to a better experience for employees and administrative staff.
- **Potential Cost Savings:** These plans present an opportunity for meaningful cost savings for both the Town and its employees through more efficient plan structures and competitive premium rates.

Staff believes that selecting these plans supports the Town's commitment to offering comprehensive and affordable health benefits while maintaining fiscal responsibility.

### **Recommended Premium and HSA Contribution Structure**

Town Administration and Finance recommends the following employer and employee premium and HSA contribution ranges for consideration:

- **Yellow 2.0 Open Access with Choice Fund Plan:** Employer contribution of 85% to 90%, with employees contributing between 15% and 10%.
- **Orange 2.0 Open Access Plan:** Employer contribution of 85% to 90%, with employees contributing between 15% and 10%. Minimum Employer contribution to the employee HSA of \$1,000 to \$2000 for individuals/two person and \$2000 to \$3000 for families.

These proposed contribution ranges are intended to provide flexibility while preserving a balanced cost-sharing approach that aligns with the Town's long-term financial goals and ensures continued affordability for employees. By offering a tiered structure, the Town can adapt to budgetary needs while maintaining competitive health benefit offerings.

Town Administration further recommends that the Board consider strategies to encourage greater enrollment in the Health Savings Account (HSA) plan specifically by maximizing the Town's contributions to both the health insurance premium and the HSA itself. This approach enhances the overall value of the plan for employees, promotes

participation in a cost-effective, consumer-driven health option, and can result in additional long-term savings for the Town.

**Selection of Health Care Provider and Plan(s)**

SchoolCare has provided the Board with a deadline of May 15, 2025, to select a healthcare provider and finalize the associated plans. In light of this, Town Administration recommends that the Board review the various plan scenarios and determine both the Town and employee premium contribution percentages, as well as the HSA contribution amounts.

Once these decisions are finalized, the Board should (1) direct Town Administration to draft an addendum (or equivalent document) to the Police Union contract for review and execution by both the Town and the Union and (2) schedule an additional public meeting prior to May 15<sup>th</sup> for the Board to execute the Addendum and vote to select SchoolCare and health benefit plans for FY2026.

**SUGGESTED MOTION:**

No motion at this time.

**TOWN ADMINISTRATOR RECOMMENDATION:**

See Department Recommendation

**ATTACHMENTS:**

1. 5-1-25 Medical Matrix Amherst Alternative Quotes 2025
2. 1. Town of Amherst Health Proposal 04262025
3. 2. 2025 OE Presentation\_Y 2.0, YCF 2.0, Orange 2.0
4. 3. Cigna - Finding Care and Medication Flyer
5. 4. GoodForYou\_Summary\_2024-25
6. 5. VSP-Benefit-Summary



## AMHERST

DEDUCTIBLE

OUT OF POCKET MAX

O.V. PCP

O.V. SPECIALIST

E.R.

HIGH TECH IMAGING

INPATIENT

OUTPATIENT

RETAIL RX

MAIL ORDER RX

Health Plans	Current Town % Cost	Current Subscribers	Renewal Subscribers
Active / Retirees			
HMO SUPER \$25 / Individual - Active	0.0%	12	12
HMO SUPER \$25 / 2-Person - Active	0.0%	6	6
HMO SUPER \$25 / Family - Active	0.0%	8	8
HMO SUPER \$25 / Individual - Retiree	0.0%	1	1

HMO SUPER \$25 / 2-Person- Retiree	0.0%	1	1
HMO SUPER \$25 / Family - Retiree	0.0%	0	0
HMO HSA 2000 / Individual - Active	0.0%	5	5
HMO HSA 2000 / 2-Person - Active	0.0%	1	1
HMO HSA 2000 / Family - Active	0.0%	3	3
ME \$5 / Individual - Retiree	0.0%	1	1
ME \$5 / Family - Retiree	0.0%	0	0
ME \$25 / Individual - Retiree	0.0%	3	3
ME \$25 / Family - Retiree	0.0%	0	0
<b>Subtotal Annual</b>		<b>41</b>	<b>41</b>
<b>Percentage Change</b>			

NHIT CURRENT 24/25			
HMO OA SUPER	HMO OA HSA 2000	ME \$5	ME \$25
\$500 / \$1,500	\$2,000 / \$4,000	NONE	\$1,000
\$5,000 / \$10,000	\$4,000 / \$8,000	COPAYS	Ded + COPAYS
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$100.00	Ded then 20% Coinsurance	\$30.00	\$150.00
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
\$0/10/30/50	Ded then 10% Coinsurance	\$10/30/50	\$10/30/50
\$0/10/30/50	Ded then 10% Coinsurance	\$10/30/50	\$10/30/50
NHIT CURRENT 24/25			
July 1, 2024 - June 30, 2025			
Monthly Rate	Town Monthly Cost	EE/Retiree Monthly Cost	
\$1,577.56	\$0.00	\$1,577.56	
\$3,151.69	\$0.00	\$3,151.69	
\$4,253.43	\$0.00	\$4,253.43	
\$1,577.56	\$0.00	\$1,577.56	

\$3,151.69	\$0.00	\$3,151.69	
\$4,253.43	\$0.00	\$4,253.43	
\$1,127.96	\$0.00	\$1,127.96	
\$2,253.46	\$0.00	\$2,253.46	
\$3,041.20	\$0.00	\$3,041.20	
\$1,303.41	\$0.00	\$1,303.41	
\$0.00	\$0.00	\$0.00	
\$1,117.88	\$0.00	\$1,117.88	
\$0.00	\$0.00	\$0.00	
<b>\$1,179,258</b>	<b>\$0</b>	<b>\$1,179,258</b>	

NHIT RENEWAL 25/26			
HMO OA SUPER	HMO OA HSA 2000	ME \$5	ME \$25
\$500 / \$1,500	\$2,000 / \$4,000	NONE	\$1,000
\$5,000 / \$10,000	\$4,000 / \$8,000	COPAYS	Ded + COPAYS
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$100.00	Ded then 20% Coinsurance	\$30.00	\$150.00
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
\$0/10/30/50	Ded then 10% Coinsurance	\$10/30/50	\$10/30/50
\$0/10/30/50	Ded then 10% Coinsurance	\$10/30/50	\$10/30/50
NHIT RENEWAL 25/26			
July 1, 2025 - June 30, 2026			
Monthly Rate	Town Monthly Cost	EE/Retiree Monthly Cost	
\$2,011.39	\$0.00	\$2,011.39	
\$4,018.40	\$0.00	\$4,018.40	
\$5,423.12	\$0.00	\$5,423.12	
\$2,011.39	\$0.00	\$2,011.39	

\$4,018.40	\$0.00	\$4,018.40	
\$5,423.12	\$0.00	\$5,423.12	
\$1,438.15	\$0.00	\$1,438.15	
\$2,873.16	\$0.00	\$2,873.16	
\$3,877.53	\$0.00	\$3,877.53	
\$1,611.85	\$0.00	\$1,611.85	
\$0.00	\$0.00	\$0.00	
\$1,425.30	\$0.00	\$1,425.30	
\$0.00	\$0.00	\$0.00	
<b>\$1,502,953</b>	<b>\$0</b>	<b>\$1,502,953</b>	
<b>27.4%</b>			

HARVARD DIRECT			
BEST BUY TIERED	BEST BUY HSA	ME \$5	ME \$25
\$500 / \$1,500	\$2,000 / \$4,000	NONE	\$1,000
\$5,000 / \$10,000	\$4,000 / \$8,000	COPAYS	Ded + COPAYS
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$25.00	Ded then 20% Coinsurance	\$5.00	\$25.00
\$100.00	Ded then 20% Coinsurance	\$30.00	\$150.00
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	Ded then 100%
Ded then 100%	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
\$/10/30/50	Ded then 10% Coinsurance TO \$2000/4000	\$10/30/50	\$10/30/50
\$10/30/50	Ded then 10% Coinsurance TO \$2000/4000	\$10/30/50	\$10/30/50
HARVARD DIRECT			
July 1, 2025 - June 30, 2026			
Monthly Rate	Town Monthly Cost	EE/Retiree Monthly Cost	
\$1,792.39	\$0.00	\$1,792.39	
\$3,580.89	\$0.00	\$3,580.89	
\$4,832.67	\$0.00	\$4,832.67	
\$1,792.39	\$0.00	\$1,792.39	

\$3,580.89	\$0.00	\$3,580.89	
\$4,832.67	\$0.00	\$4,832.67	
\$1,281.57	\$0.00	\$1,281.57	
\$2,560.34	\$0.00	\$2,560.34	
\$3,455.35	\$0.00	\$3,455.35	
\$1,712.03	\$0.00	\$1,712.03	
\$0.00	\$0.00	\$0.00	
\$1,286.97	\$0.00	\$1,286.97	
\$0.00	\$0.00	\$0.00	
<b>\$1,343,230</b>	<b>\$0</b>	<b>\$1,343,230</b>	
<b>13.9%</b>			

ANTHEM DIRECT - ONLY 1 PLAN OFFER			
ACCESS BLUE NE HMO	ACCESS BLUE NE HMO		
\$500 / \$1,500	\$500 / \$1,500		
\$5,000 / \$10,000	\$5,000 / \$10,000		
\$25.00	\$25.00		
\$50.00	\$50.00		
\$100.00	\$100.00		
Ded then 100%	Ded then 100%		
Ded then 100%	Ded then 100%		
Ded then 100%	Ded then 100%		
\$0/10/30/50	\$0/10/30/50		
\$0/10/30/50	\$0/10/30/50		
ANTHEM DIRECT - ONLY 1 PLAN OFFER			
July 1, 2025 - June 30, 2026			
Monthly Rate	Town Monthly Cost	EE/Retiree Monthly Cost	
\$2,011.39	\$0.00	\$2,011.39	
\$4,018.40	\$0.00	\$4,018.40	
\$5,423.12	\$0.00	\$5,423.12	
\$2,011.39	\$0.00	\$2,011.39	

\$4,018.40	\$0.00	\$4,018.40	
\$5,423.12	\$0.00	\$5,423.12	
\$2,011.39	\$0.00	\$2,011.39	
\$4,018.40	\$0.00	\$4,018.40	
\$5,423.12	\$0.00	\$5,423.12	
\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	
<b>\$1,536,078</b>	<b>\$0</b>	<b>\$1,536,078</b>	
<b>30.3%</b>			

SCHOOLCARE CIGNA - HRA YELLOW / ORANGE PLAN			
YELLOW OPEN ACCESS 2.0	ORANGE OPEN ACCESS 2.0	UHC	UHC
\$1,500 / \$3,000	\$2,500 / \$5,000	NONE	NONE
\$3,000 / \$6,000	\$5,000 / \$10,000	NONE	NONE
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 20% Coinsurance	Ded then 20% Coinsurance	COVERED IN FULL	COVERED IN FULL
Ded then 10% Coinsurance	Ded then 10% Coinsurance	\$10/30/40/12%	\$10/30/40/12%
Ded then 10% Coinsurance	Ded then 10% Coinsurance	\$15/45/60/12%	\$15/45/60/12%
SCHOOLCARE CIGNA - HRA YELLOW / ORANGE PLAN			
July 1, 2025 - June 30, 2026			
Monthly Rate	Town Monthly Cost	EE/Retiree Monthly Cost	
\$1,347.50	\$0.00	\$1,347.50	
\$2,695.00	\$0.00	\$2,695.00	
\$3,638.50	\$0.00	\$3,638.50	
\$1,347.50	\$0.00	\$1,347.50	

\$2,695.00	\$0.00	\$2,695.00	
\$3,638.50	\$0.00	\$3,638.50	
\$1,039.50	\$0.00	\$1,039.50	
\$2,079.00	\$0.00	\$2,079.00	
\$2,806.50	\$0.00	\$2,806.50	
\$398.00	\$0.00	\$398.00	
\$0.00	\$0.00	\$0.00	
\$398.00	\$0.00	\$398.00	
\$0.00	\$0.00	\$0.00	
<b>\$993,342</b>	<b>\$0</b>	<b>\$993,342</b>	
<b>-15.8%</b>			



April 26, 2025

Lincoln Daley, Town Administrator  
Town of Amherst  
2 Main Street  
Amherst, NH 03031

Re: Health Insurance Proposal

Dear Mr. Daley:

Thank you for allowing SCHOOLCARE the opportunity to provide the Town of Amherst with a health insurance proposal. We are pleased to present a 12-month health insurance proposal beginning July 1, 2025.

**Medical Monthly Rates for July 1, 2025– June 30, 2026:**

Consumer Driven Plan Suite	Single	Two Person	Family
Yellow <b>2.0</b> Open Access <u>with</u> Choice Fund	\$1,347.50	\$2,695.00	\$3,638.50
Yellow <b>2.0</b> Open Access <u>No</u> Choice Fund	\$1,181.00	\$2,362.00	\$3,188.50
Orange <b>2.0</b> Open Access	\$1,039.50	\$2,079.00	\$2,806.50

Conditions:

- Proposal is non-binding, good through May 15, 2025
- Plans within the Consumer Driven Suite can be offered alongside each other for employee choice.
- Please refer to Benefit Summaries for SCHOOLCARE policies regarding employer contributions to deductibles/out-of-pocket maximums.

**SCHOOLCARE** offer several advantages including:

- All plans offer a **nationwide provider network** whereby referrals within the Cigna network are not required. Members can access Cigna medical providers and facilities in 50 U.S. states at the in-network level of benefits.
- **Good For You!** Well-Being Program: Subscribers can earn up to \$600 annually and covered spouses can earn up to \$600 annually. Incentive dollars are rewarded by completing an annual health assessment, participating in health coaching, obtaining preventive care, exercising regularly, attending health education classes, and much more.
- A 24/7 Employee Assistance Program (EAP), and full services for COBRA and retiree administration all at no additional cost to the employer.
- Identity Fraud Reimbursement Coverage up to \$20,000 for all enrolled members, spouses, domestic partners, children under the age of 25 and parents residing in the members' household.
- Partnership with WEX Health to provide Section 125 Administration (Flexible Spending Accounts) and Health Savings Accounts for the 2026 open enrollment period. There are no fees for set-up, renewal, claims administration, and document preparation.

**Medicare Eligible Retiree Monthly Rates for July 1, 2025 – December 31, 2025\***

Retiree Health Plans	With Prescription Drug Plan	Without Prescription Drug Plan
Traditional Medicare Supplement Plan	N/A	*\$192.00
Group Medicare Advantage Plan	*\$398.00	N/A

*\*Retiree Medicare Supplement Plans are subject to change annually on January 1st.*

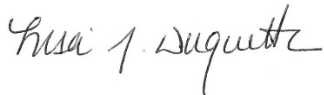
SCHOOLCARE offers several other group employee benefits for its members. If SCHOOLCARE is selected as the partner for employee medical benefits, you will have the option of adding dental, vision, life, and disability coverages. The rates for vision hardware (eyeglasses & contacts) are provided below.

**Vision Plan Monthly Rates for July 1, 2025 – June 30, 2026:**

Vision Benefit Plan	Single	Two Person	Family
VSP Hardware Only	\$3.16	\$6.32	\$10.18

If you have any questions or would like to further discuss our programs in more detail, please call me at 603-506-7641.

Sincerely,



Lisa J. Duquette  
Executive Director

Enclosures

## SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. The plan year is defined from July 1 through June 30.

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,500; Family: \$3,000 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$3,000; Family: \$6,000 Unlimited
<b>CHOICE FUND (if activated)</b> Embedded Choice Fund (health reimbursement account) pays for eligible out-of-pocket expenses during the plan year.	<b>SCHOOLCARE PAYS</b> Individual: \$1,000; Family: \$2,000 <b>Subscriber must take the online Health Assessment to activate Choice Fund.</b>
<b>NET COST AFTER CHOICE FUND (if activated)</b> Out-of-Pocket Cost (including deductible)	<b>PLAN MEMBER PAYS</b> Individual: \$2,000; Family: \$4,000 <b>The Employer may <u>not</u> fund any additional portion of the out-of-pocket costs under SCHOOLCARE policy.</b>
<b>PREVENTIVE CARE (Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</b> Routine Physical Examination (Physician's Office or Virtual Care) Additional services such as urinalysis, EKG and other laboratory tests when billed as part of preventive care visit Routine Immunizations Mammogram, PAP and PSA Tests Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear Routine Hearing Exam	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES (Includes Naturopath Services)</b> Office Visits and/or Office Surgery Maternity Care Virtual Care Visit (see details on myCigna.com)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Physician Visits and Services Surgeon, Radiologist, Pathologist and Anesthesiologist Services Operating Room Lab and Radiology Services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS <i>(Non-Routine)</i>	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility (Including MDLive Virtual Care)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Virtual Care) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="https://www.cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including contraceptives: \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order ( †\$75 cap per prescription after deductible)
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS GENDER AFFIRMATION SERVICES HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to <a href="https://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i>	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$600 <u>each</u> for subscriber and covered spouse

# SCHOOLCARE Yellow Open Access 2.0

## SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. The plan year is defined from July 1

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$1,500; Family: \$3,000 Medical 20%; Pharmacy 10% (\$75 cap per prescription) Individual: \$3,000; Family: \$6,000 Unlimited
<b>EMPLOYER FUNDING</b> Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HRA, FSA or other legally permissible method.	Individual: \$1,500; Family: \$3,000 <b>This is the maximum amount allowed annually under SCHOOLCARE policy.</b>
<b>PREVENTIVE CARE</b> <i>(Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</i> Routine Physical Examination (Physician's Office or Virtual Care) Additional services such as urinalysis, EKG and other laboratory tests when billed as part of preventive care visit Routine Immunizations Mammogram, PAP and PSA Tests Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear Routine Hearing Exam	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES</b> <i>(Includes Naturopath Services)</i> Office Visits and/or Office Surgery Maternity Care Virtual Care Visit <i>(see details on myCigna.com)</i>	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Physician Visits and Services Surgeon, Radiologist, Pathologist and Anesthesiologist Services Operating Room Lab and Radiology Services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

# SCHOOLCARE Yellow Open Access 2.0

BENEFITS	YELLOW OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS <i>(Non-Routine)</i>	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility (Including MDLive Virtual Care)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Virtual Care) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="https://www.cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including contraceptives: \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum‡ available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS GENDER AFFIRMATION SERVICES HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to <a href="https://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i>	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$600 <u>each</u> for subscriber and covered spouse

# SCHOOLCARE Orange Open Access 2.0

## SUMMARY OF BENEFITS

Benefits outlined below are intended as a general summary and are covered only when using a CIGNA Open Access Plus Network participating provider. All benefits are subject to the terms and conditions of your Health Benefits Booklet. In the event of any inconsistency between this Summary and the Health Benefits Booklet, the provisions as defined in the Health Benefits Booklet and Endorsements will govern. Covered benefits are subject to review for medical necessity. The plan year is defined from July 1 through June 30.

BENEFITS	ORANGE OPEN ACCESS (In-Network Benefits Only)
<b>DEDUCTIBLES, MAXIMUMS*</b> Plan Year Deductible Coinsurance Out-of-Pocket Maximum/Plan Year Maximum Lifetime Benefit *All family members contribute towards family deductible/out-of-pocket max.	Individual: \$2,500; Family: \$5,000 Medical 20%; Pharmacy 10% (or \$75 cap per prescription) Individual: \$5,000; Family: \$10,000 (Individual in a Family: \$6,550) Unlimited
<b>EMPLOYER FUNDING</b> Optional subject to collective bargaining or governance policy, the employer may contribute up to 50% of the out-of-pocket maximum through an HSA, HRA, FSA or other legally permissible method.	Individual: \$2,500; Family: \$5,000 <b>This is the maximum amount allowed annually under SCHOOLCARE policy.</b>
<b>PREVENTIVE CARE</b> <i>(Includes Naturopath Services, Routine Laboratory &amp; Diagnostic Testing)</i> Routine Physical Examination (Physician's Office or Virtual Care) Additional services such as urinalysis, EKG and other laboratory tests when billed as part of preventive care visit Routine Immunizations Mammogram, PAP and PSA Tests Routine Eye Exam (one every 12 months for all ages) Discounts Available for Eyewear Routine Hearing Exam	\$0 \$0 \$0 \$0 \$0 \$0
<b>OTHER PHYSICIAN SERVICES</b> <i>(Includes Naturopath Services)</i> Office Visits and/or Office Surgery Maternity Care Virtual Care Visit <i>(see details on myCigna.com)</i>	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
<b>OUTPATIENT DIAGNOSTIC TESTING</b> Radiology and Laboratory Services (Prior authorization required for some tests)	Deductible, then 20% to the Out of Pocket Maximum
<b>HOSPITAL CARE</b> Inpatient Services including Newborn Care Same Day or Outpatient Surgery Physician Visits and Services Surgeon, Radiologist, Pathologist and Anesthesiologist Services Operating Room Lab and Radiology Services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	Deductible, then 20% to the Out of Pocket Maximum  (Inpatient admissions and some outpatient procedures require prior authorization)

# SCHOOLCARE **Orange** Open Access 2.0

BENEFITS	ORANGE OPEN ACCESS (In-Network Benefits Only)
HEARING TESTS <i>(Non-Routine)</i>	Deductible, then 20% to the Out of Pocket Maximum
EMERGENCY & URGENT CARE <i>(Medically Necessary and Worldwide)</i> Hospital Emergency Room Urgent Care Facility (Including MDLive Virtual Care)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
MENTAL HEALTH/SUBSTANCE USE DISORDER OUTPATIENT (Physician's office or Virtual Care) INPATIENT HOSPITALIZATION AND OUTPATIENT FACILITY (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum Deductible, then 20% to the Out of Pocket Maximum
PRESCRIPTION DRUGS Cigna Participating Pharmacies Go to <a href="https://www.cigna.com/Rx90network">Cigna.com/Rx90network</a> for listing of 90-day network retail pharmacies  Certain Preventive Generic Drugs including oral contraceptives (generic): \$0 (Prior authorization and step therapy are required for some drugs)	Retail - up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† Mail Order – up to 90-day supply: Deductible, then 10% to the Out of Pocket Maximum† available only through Express Scripts Home Delivery mail order Specialty Drugs: 30-day supply only, filled through Accredo Home Delivery mail order ‡\$75 cap per prescription after deductible
PHYSICAL, OCCUPATIONAL AND SPEECH THERAPIES OUTPATIENT: short-term rehab, up to 60 days per person/per plan year, includes PT, OT, ST and cardiac rehab (Combined maximum). INPATIENT (Prior authorization required)	Deductible, then 20% to the Out of Pocket Maximum  Deductible, then 20% to the Out of Pocket Maximum
CHIROPRACTIC CARE 20 days per person/per plan year	Deductible, then 20% to the Out of Pocket Maximum
ACUPUNCTURE† <i>(In or Out of Network)</i> 12 days per person/per plan year †Coverage based on Cigna medical guidelines.	Deductible, then 20% to the Out of Pocket Maximum
DURABLE MEDICAL EQUIPMENT	Deductible, then 20% to the Out of Pocket Maximum
EXTERNAL PROSTHETIC APPLIANCES	Deductible, then 20% to the Out of Pocket Maximum
OTHER BENEFITS AMBULANCE <i>(if not a true emergency, services are not covered)</i> BLOOD TRANSFUSIONS GENDER AFFIRMATION SERVICES HOME HEALTH & HOSPICE SERVICES INFERTILITY TREATMENT Go to <a href="https://managed.winfertility.com/schoolcare">managed.winfertility.com/schoolcare</a> ORAL SURGERY <i>(accidents only)</i> REMOVAL OF BONEY IMPACTED WISDOM TEETH SKILLED NURSING CARE <i>(100 days per person/per plan year maximum)</i>	All other covered services subject to plan year deductible and 20% coinsurance to the out-of-pocket maximum for the plan year.
EMPLOYEE ASSISTANCE PROGRAM	Included
<b>GOOD FOR YOU!</b> by SCHOOLCARE WELL-BEING INCENTIVES	Included – up to \$600 <u>each</u> for subscriber and covered spouse

# SCHOOLCARE

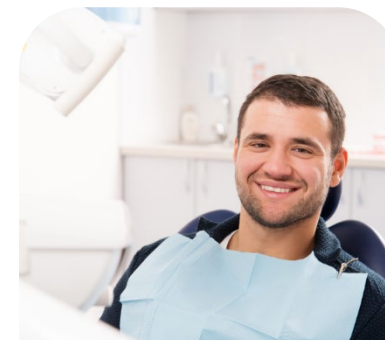
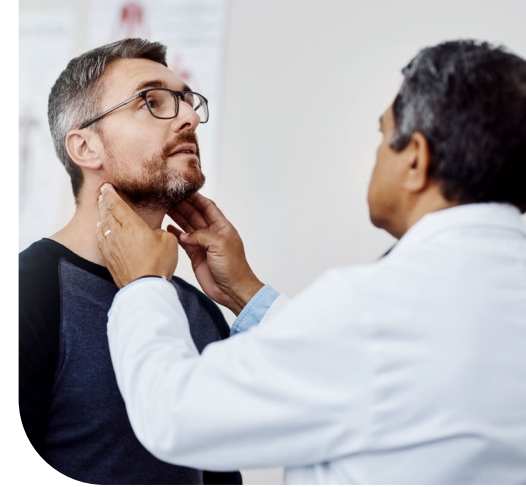
HEALTH BENEFIT PLANS

## Open Enrollment 2025

**Jacklyn Garceau** | Group Relations Specialist  
jgarceau@schoolcare.org  
603-506-7645

**Jana McCusker** | Group Relations Specialist  
jmccusker@schoolcare.org  
603-506-7646

**Jeff Kantorowski** | Senior Projects Advisor  
jkantorowski@schoolcare.org  
603-506-7644



*A Health Plan You  
Know and Trust*  
Page 26 of 160

# YOUR TIME TO CHOOSE

- About Open Enrollment
- Good to Know Info
- Health Assessment Update
- ***Good For You!*** Well-Being Program **New!**
- Flexible Spending Account (FSA)
- Navigating Your Benefits
- Next Steps



# OPEN ENROLLMENT IS A TIME TO:

- Make changes/enroll
  - Health              • FSA
  - Dental             • 403(b)
  - Vision              • Other benefits
- Add or drop dependents
- Add, change or drop plans

Complete your  
enrollment form(s)  
and return it  
to your employer  
by May 23<sup>rd</sup>!

**Note:** SCHOOLCARE Dental & Vision cannot be voluntarily dropped mid-year

# GOOD TO KNOW

## ▪ Behavioral Health at your fingertips

- Employee Assistance Program
- Visit myCigna for the mental health assessment
- Virtual Mental Health counseling coverage



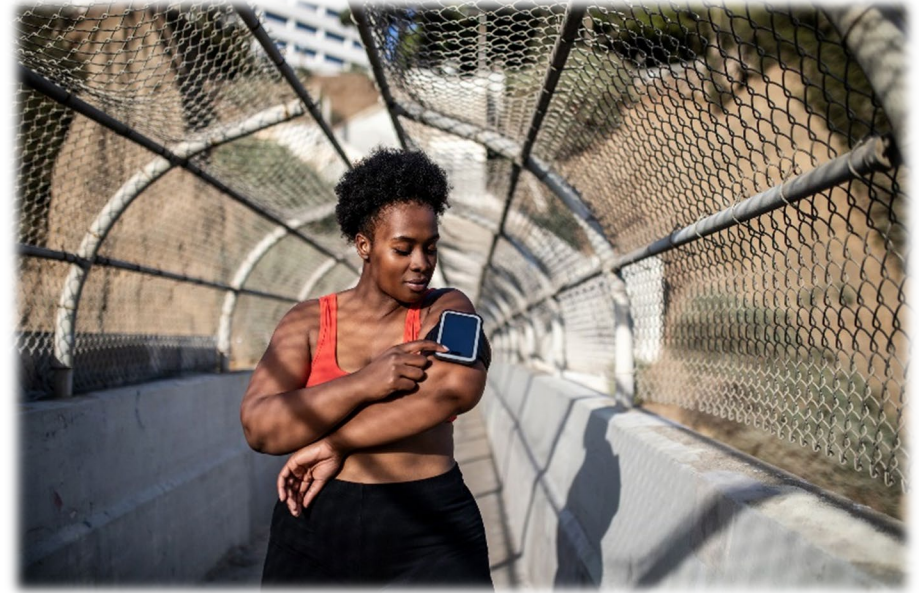
## ▪ Virtual Wellness Screening with MDLive

- No cost, convenient wellness screening
- To schedule: Login to myCigna.com and click “Schedule a Visit” under “Primary Care” in the Find Care & Costs menu
- Click “Get Started” under Primary Care & select “Wellness Screening” to schedule screening and lab appointment
- Schedule lab work with local Labcorp or Quest Diagnostics facility in advance of appointment

# GOOD TO KNOW

## ■ Omada Complete

- Pre-diabetes program
- Type 1 and 2 diabetes management
- High blood pressure support
- [go.omadahealth.com/schoolcare/info](https://go.omadahealth.com/schoolcare/info)



## ■ Hinge Health

- Virtual musculoskeletal solution offering innovative digital programs for joint pain
  - Specializing in back, knee, hip, neck, and shoulder
  - Women's Pelvic Health
- [www.hingehealth.com/schoolcare](https://www.hingehealth.com/schoolcare) to learn more

# PLAN TERMINOLOGY

## Deductible

First portion of coverage paid by insured at 100%  
(of Cigna contracted rate)

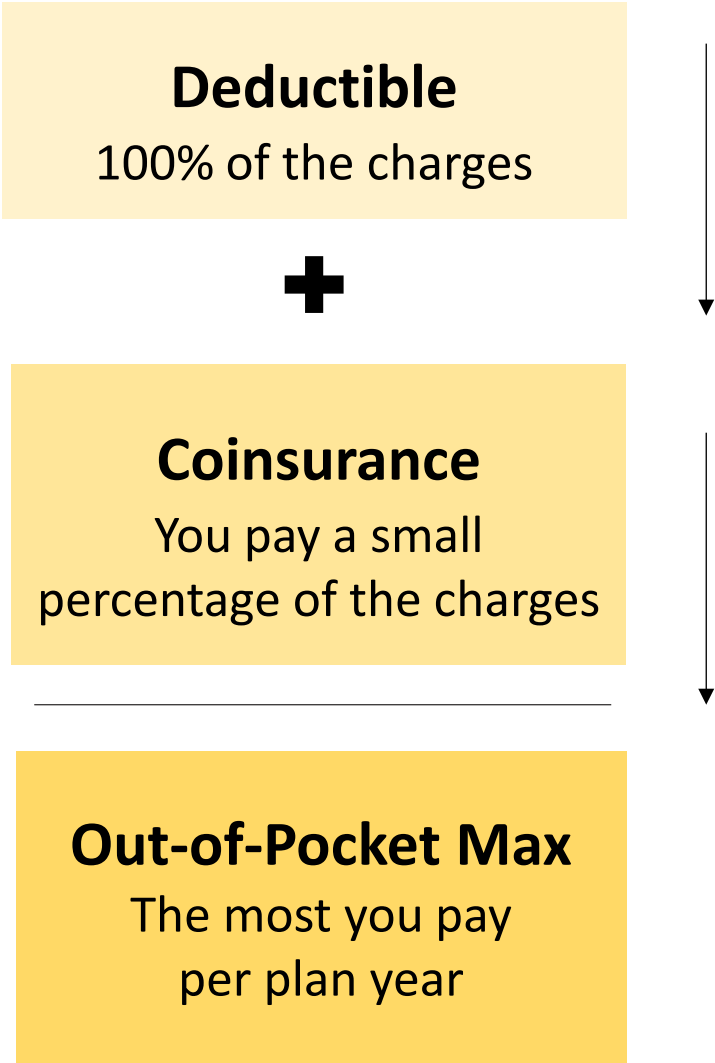
## Coinsurance

Plan pays majority of cost

- Medical: 80% / 20%
- Prescription: 90% / 10%, w/\$75 cap per prescription

## Out-of-Pocket Max

The most you would pay out-of-pocket for the plan  
year



# YELLOW PLAN OVERVIEW

- Self-refer to any Cigna contracted provider in the country
- Preventive care and certain generic drugs are no cost
- All other covered medical services and prescription drugs apply to deductible, then coinsurance, up to out-of-pocket maximum
- Once out-of-pocket maximum is met, all covered medical services and prescription drugs are covered 100% by the plan for the remainder of the plan year
- Plan may include a Choice Fund (embedded HRA) provided by SCHOOLCARE to cover the first portion of the services that apply to the deductible



# YELLOW PLAN WITH CHOICE FUND

Choice Fund is an embedded Health Reimbursement Account (HRA)

## Requirement

Subscriber **must complete** confidential Health Assessment at myCigna.com **annually** to activate the Choice Fund

- **NOTE: Current Participants - Complete between 7/1 and 8/31**
- **New Cigna Participants - Complete within 60 days of effective date**
- Biometric data not required

## Covers First Half of Out-of-Pocket Maximum

SCHOOLCARE provides Choice Fund/HRA to cover the first portion of the services that apply to the deductible

- \$1,000 Single
- \$2,000 Two-Person/Family

## Remaining Funds

Any remaining fund balance is rolled over to the next plan year  
*(may accumulate up to the Out-of-Pocket Maximum)*



# SCHOOLCARE Yellow 2.0 Open Access

Choice Fund

Benefits	In Network Benefits Only (Cigna’s National Open Access Network)
Preventive Care and Certain Preventive Generic Rx	\$0 (no cost)
Choice Fund <i>*Subscriber must take the Health Assessment at myCigna.com to activate</i>	\$1,000 / \$2,000
Deductible	Individual: \$1,500; Family: \$3,000
Coinsurance	20% Medical; 10% Pharmacy
Out-of-Pocket Maximum (Medical and Prescription Drugs)	Individual: \$3,000; Family: \$6,000
NET COST AFTER CHOICE FUND (if activated)* Out-of-Pocket Costs (including deductible)	YOU PAY Individual: \$2,000; Family: \$4,000
Physician / Specialty Office Visits	Deductible, then 20% up to max
Emergency Room / Urgent Care	Deductible, then 20% up to max
Lab & X-ray	Deductible, then 20% up to max
Advanced Radiology (MRI, PET, CAT)	Deductible, then 20% up to max
Hospitalization	Deductible, then 20% up to max
Physical /Speech /Occupational Therapy (60 combined visit limit)	Deductible, then 20% up to max
Chiropractic (20 visit limit)	Deductible, then 20% up to max
Acupuncture (12 visit limit)	Deductible, then 20% up to max
Durable Medical Equipment (DME) / External Prosthetic Appliances (EPA)	Deductible, then 20% up to max
Prescription Drugs	Deductible, then 10% (\$75 cap) up to max

# YELLOW 2.0 OPEN ACCESS (WITH CHOICE FUND)

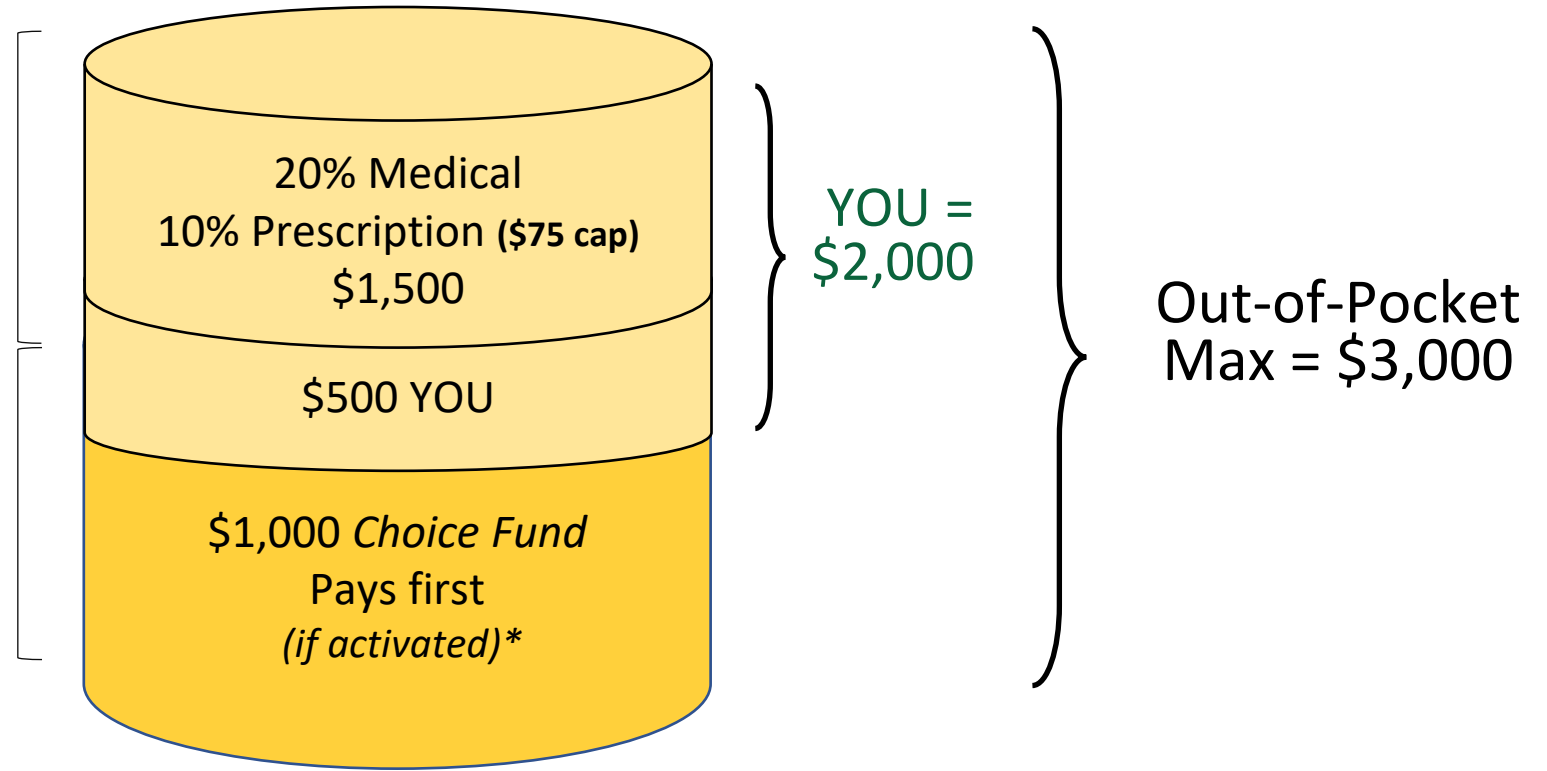
## **Individual** Deductible & Coinsurance to Out-of-Pocket Max

***\*Subscriber must take the Health Assessment at myCigna to activate the Choice Fund***

### Coinsurance:

20% of medical claims  
10% of prescription

Deductible: \$1,500  
medical and prescription



# YELLOW 2.0 OPEN ACCESS (WITH CHOICE FUND)

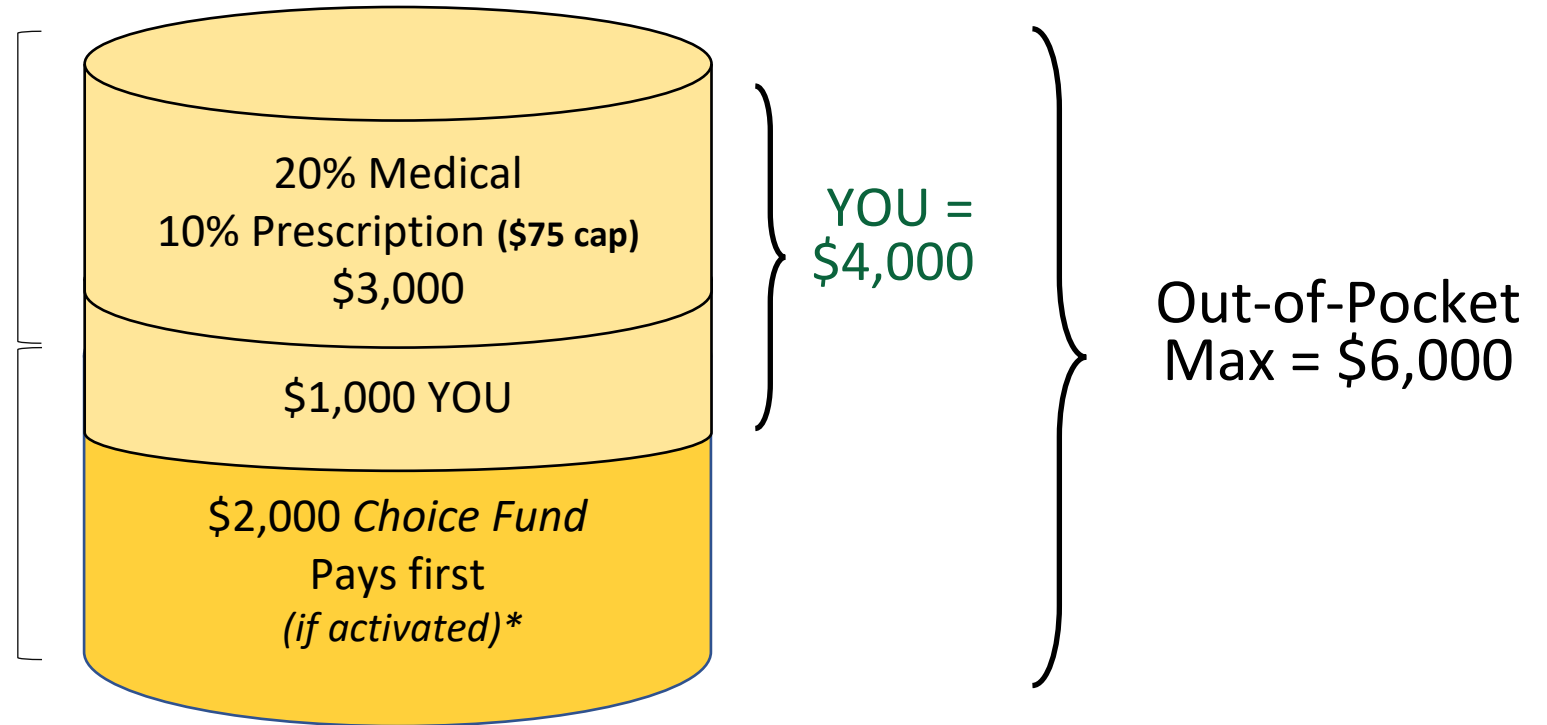
## **Family** Deductible & Coinsurance to Out-of-Pocket Max

***\*Subscriber must take the Health Assessment at myCigna to activate the Choice Fund***

### Coinsurance:

20% of medical claims  
10% of prescription

Deductible: \$3,000  
medical and prescription



# EXAMPLE... for Two Person/Family

\$2,000 Choice Fund, \$1,000 You, then 20% medical, 10% Rx up to \$6,000.

### Total Procedure Cost

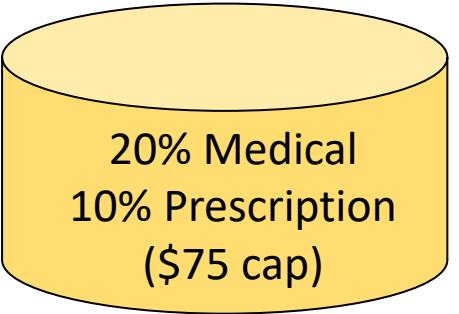
### What You Pay

\$1,500 Rx 3 Month Supply:	You pay \$0
\$500 Physical Therapy Visits:	You pay \$0
\$500 Surgeon Follow-up Visit:	You pay \$0

\$6,000 Out-of-Pocket  
Max met

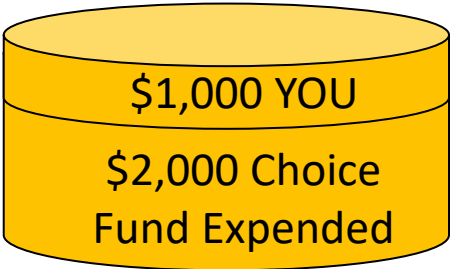
### Out of Pocket Max met: \$2,000 Fund /\$4,000 You

\$32,000 Shoulder Replacement:	(20% to out-of-pocket max)	You pay \$2,275
\$3,250 Emergency Room Visit:	(20%)	You pay \$650
\$1,500 Rx 3 Month Supply:	(10% with a cap of \$75)	You pay \$75



### \$3,000 Deductible Met

\$750 Allergy Shots:		You pay \$750
\$1,000 Sleep Study Visit:	\$ 750 pays from Choice Fund	You pay \$250
\$750 Specialist Visit:	\$ 750 pays from Choice Fund	You pay \$0
\$500 Rx at Pharmacy:	\$ 500 pays from Choice Fund	You pay \$0



# SCHOOLCARE Yellow 2.0 Open Access

<i>Benefits</i>	<i>In Network Benefits Only (Cigna’s National Open Access Network)</i>
Preventive Care and Certain Preventive Generic Rx	\$0 (no cost)
Deductible	Individual: \$1,500; Family: \$3,000
Coinsurance	20% Medical, 10% Pharmacy (\$75 cap)
Out of Pocket Maximum (Medical and Prescription Drugs)	Individual: \$3,000; Family: \$6,000
Physician / Specialty Office Visits	Deductible, then 20% up to max
Emergency Room / Urgent Care	Deductible, then 20% up to max
Lab & X-ray	Deductible, then 20% up to max
Advanced Radiology (MRI, PET, CAT)	Deductible, then 20% up to max
Hospitalization	Deductible, then 20% up to max
Physical /Speech /Occupational Therapy (60 combined visit limit)	Deductible, then 20% up to max
Chiropractic (20 visit limit)	Deductible, then 20% up to max
Acupuncture (12 visit limit)	Deductible, then 20% up to max
Durable Medical Equipment (DME) / External Prosthetic Appliances (EPA)	Deductible, then 20% up to max
Prescription Drugs	Deductible, then 10% (\$75 cap) up to max

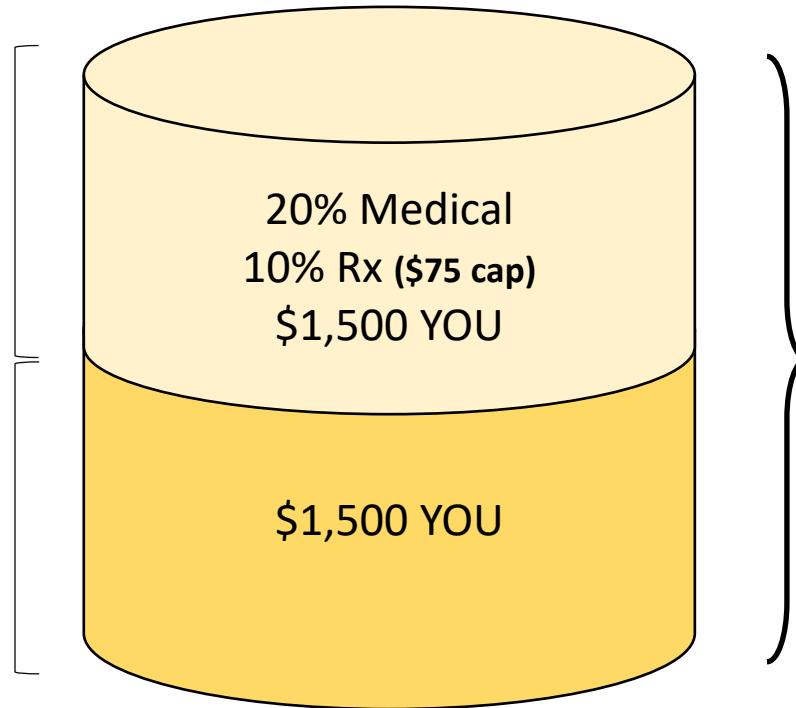
# YELLOW 2.0 OPEN ACCESS (NO CHOICE FUND)

## **Individual** Deductible & Coinsurance to Out-of-Pocket Max

### Coinsurance:

20% of medical claims  
10% of prescription

Deductible: \$1,500  
medical and prescription



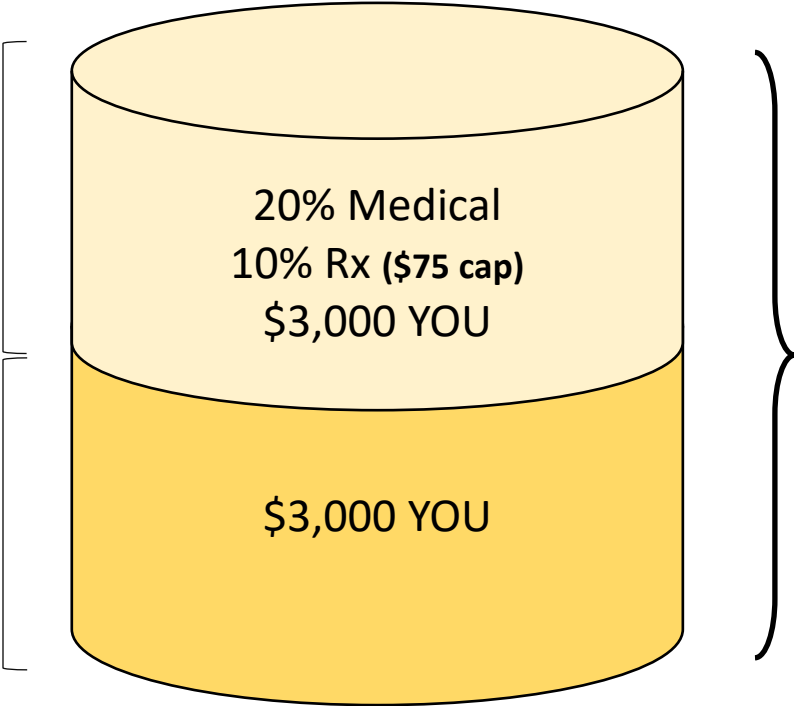
Out-of-Pocket  
Max = \$3,000

# YELLOW 2.0 OPEN ACCESS (NO CHOICE FUND)

## Family Deductible & Coinsurance to Out-of-Pocket Max

Coinsurance:  
20% of medical claims  
10% of prescription

Deductible: \$3,000  
medical and prescription



Out-of-Pocket  
Max = \$6,000

# SCHOOLCARE Orange Open Access 2.0

<i>Benefits</i>	<i>In Network Benefits Only (Cigna’s National Open Access Network)</i>
Preventive Care and Certain Preventive Generic Rx	\$0 (no cost)
Deductible	Individual: \$2,500; Family: \$5,000
Coinsurance	20% Medical, 10% Pharmacy (\$75 cap)
Out of Pocket Maximum (Medical and Prescription Drugs)	Individual: \$5,000; Family: \$10,000
Physician / Specialty Office Visits	Deductible, then 20% up to max
Emergency Room / Urgent Care	Deductible, then 20% up to max
Lab & X-ray	Deductible, then 20% up to max
Advanced Radiology (MRI, PET, CAT)	Deductible, then 20% up to max
Hospitalization	Deductible, then 20% up to max
Physical /Speech /Occupational Therapy (60 combined visit limit)	Deductible, then 20% up to max
Chiropractic (20 visit limit)	Deductible, then 20% up to max
Acupuncture (12 visit limit)	Deductible, then 20% up to max
Durable Medical Equipment (DME) / External Prosthetic Appliances (EPA)	Deductible, then 20% up to max
Prescription Drugs	Deductible, then 10% (\$75 cap) up to max

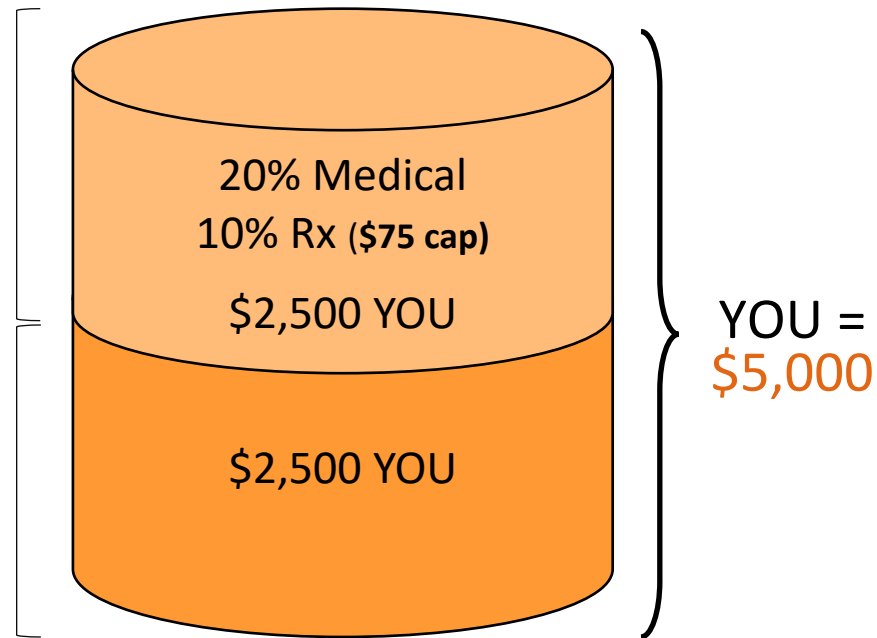
# ORANGE OPEN ACCESS 2.0

## *Individual* Deductible & Coinsurance to Out-of-Pocket Max

### Coinsurance:

20% of medical claims  
10% of prescription

Deductible: \$2,500  
medical and prescription



### **\*HSA**

Voluntary  
Health  
Savings  
Account

Employee  
owned,  
unlimited  
rollover

### *\*Notes:*

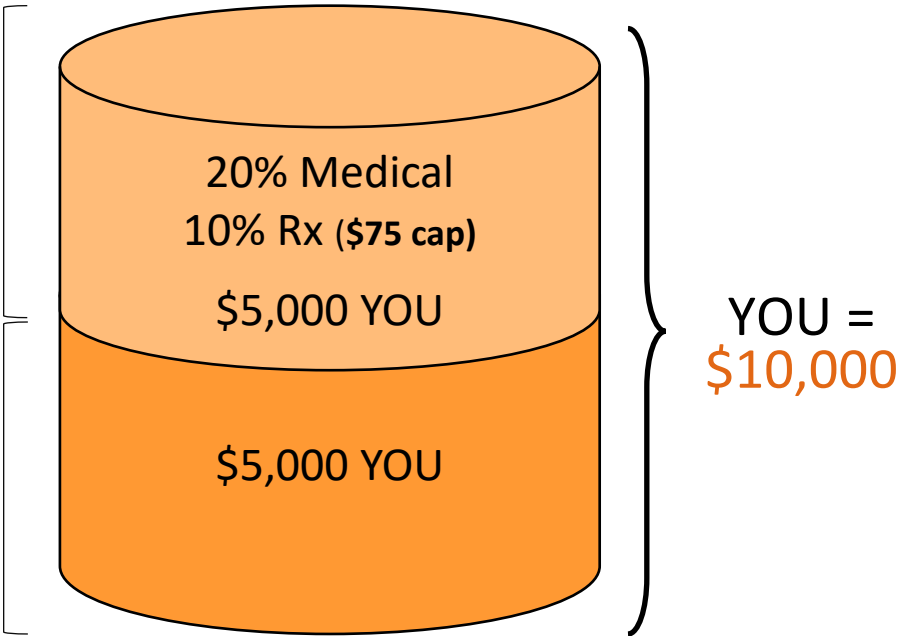
- 2025 annual contribution limits: \$4,300 individual / \$8,550 family
- Not available to those receiving benefits under Medicare
- Cannot participate in both a Health FSA and HSA

# ORANGE OPEN ACCESS 2.0

## Family Deductible & Coinsurance to Out-of-Pocket Max

Coinsurance:  
20% of medical claims  
10% of prescription

Deductible: \$5,000  
medical and prescription



- \*Notes:*
- 2025 annual contribution limits: \$4,300 individual / \$8,550 family
  - Not available to those receiving benefits under Medicare
  - Cannot participate in both a Health FSA and HSA



# Good For You!

Well-Being Program by SCHOOLCARE



Access at myCigna.com or the myCigna app



Complete confidential online health assessment

Subscribers earn up to \$600 annually



Spouses earn up to \$600 annually

# FOCUS ON YOUR TOTAL HEALTH

Complete Goals and Earn Incentives

***NEW for July 1, 2025!***

- ***Device and App Connection!***
- ***Well-being Challenges!***
- ***Daily Cards and Healthy Habits!***
- ***Journeys Digital Health Coaching!***

***Redeem cash in Wellness Store (shop for products or gift cards or donate to charity)***



**Plus earn with legacy goals:**

- **Biometrics \$100**
- **Preventive Care up to \$300**
- **Case Management up to \$100**
- **Healthy Events up to \$100**
- **Telephonic Health Coaching up to \$100**
- **Healthy Pregnancies, Healthy Babies up to \$250**

## **Find out more online**

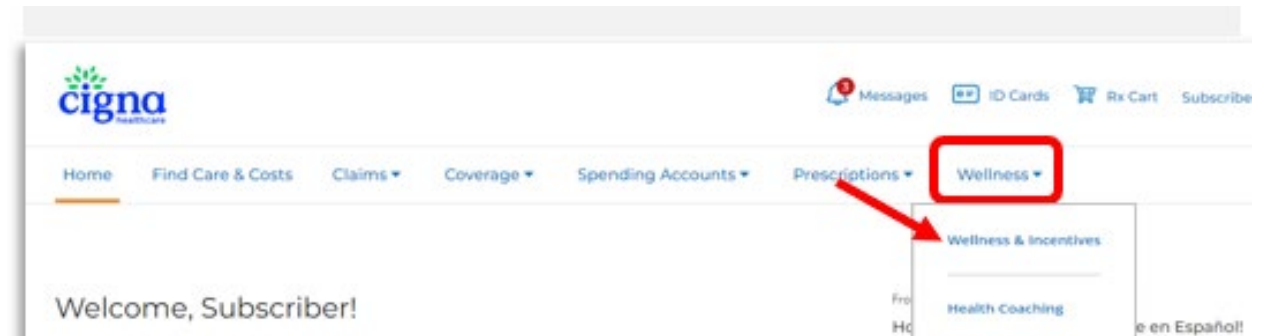
Details about the Well-Being Program available at [www.schoolcare.org/wellness-pillars](http://www.schoolcare.org/wellness-pillars)

# ACCESSING *GOOD FOR YOU!* WELL-BEING PROGRAM

**Start at myCigna.com or the mobile app**

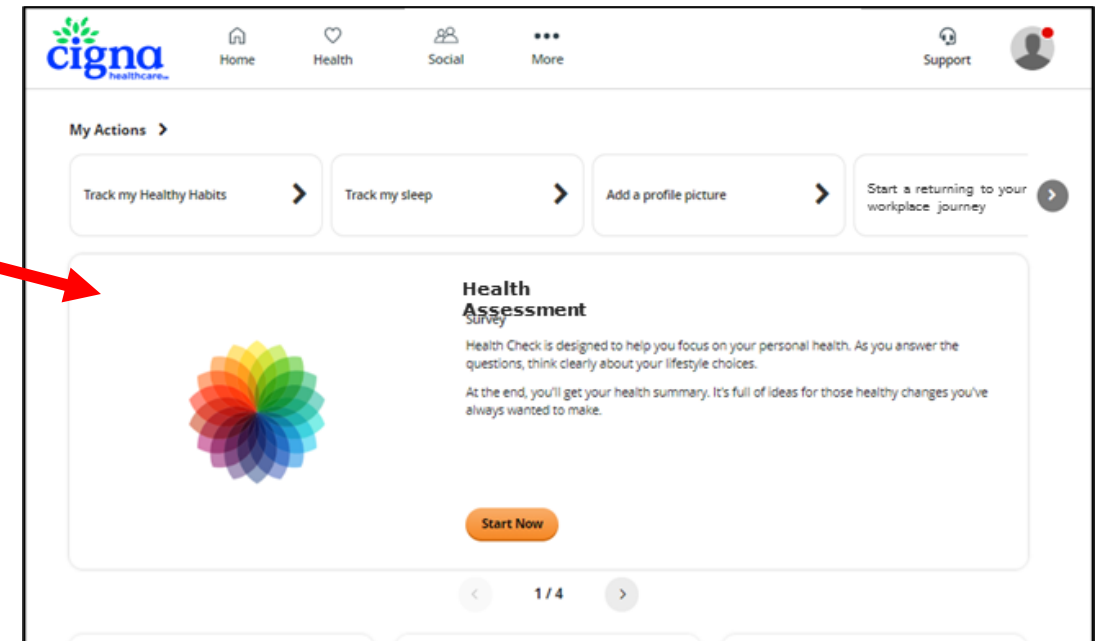
Select Wellness & Incentives under Wellness

Menu at mycigna.com or tap the Wellness button on the home screen in your app



Complete your health assessment **beginning July 1<sup>st</sup>**

- Requires account creation/one-time sign-in to new well-being program
- Activates your Choice Fund (*if applicable*)
- Unlocks wellness incentive rewards



# FLEXIBLE SPENDING ACCOUNT (FSA)

A convenient way to cover out-of-pocket expenses

- Elect pre-tax amount to set aside
- Full amount funded upfront
- Deducted pre-tax through payroll
- Use for medical and dental out-of-pocket and other eligible expenses
- Check with your employer to review any changes to your FSA due to new IRS regulations
- Access account information on the go with the WEX mobile app or website
- FSA debit card available preloaded with your full elected funds



# USE MYCIGNA.COM OR MYCIGNA APP

## Find

- Provider directory
- Coverage details
- Deductibles, out-of-pocket expenses, and account balances
- Claims and prescriptions information
- ***Good For You!*** Well-Being Program and more

## Review Medical Bills

- Review claims using myCigna **BEFORE** paying bills
- Verify amount you owe to provider by referencing Explanation of Benefits (EOB)

## Choices for Accessing Appropriate Care >>



Care Options	Cost
Primary Care	\$\$\$
Telehealth	\$\$\$
Urgent Care	\$\$\$
Emergency Room	\$\$\$

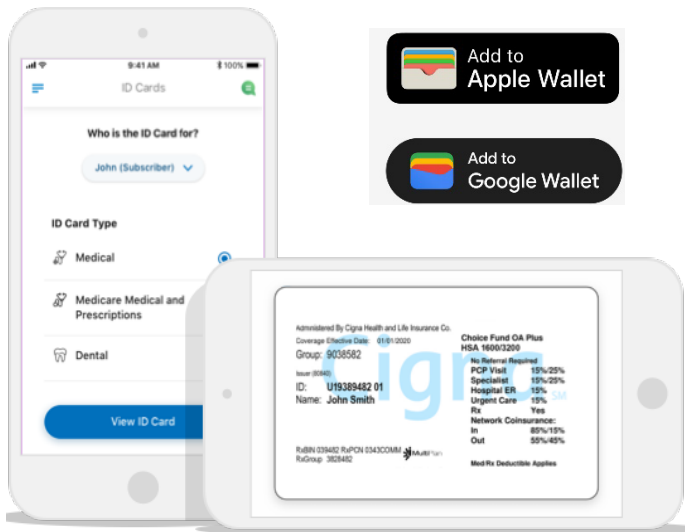
# DIGITAL ID CARDS

Cigna no longer automatically sends physical ID cards

You now have early access to your ID prior to effective date for proof of coverage!

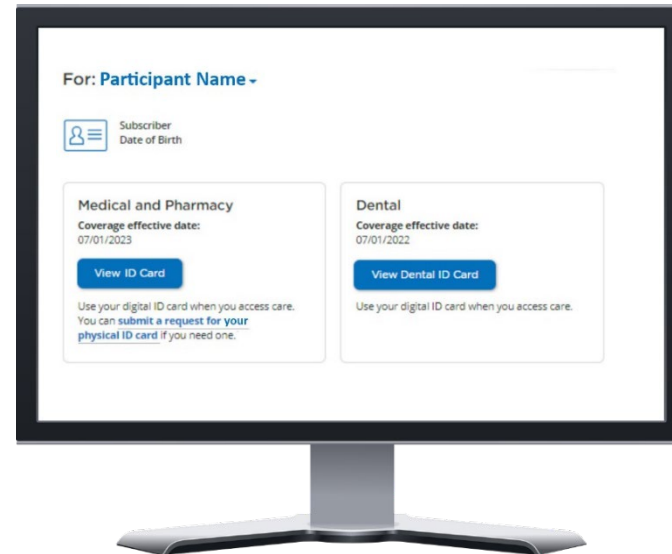
## ■ Cigna App

- Download virtual ID cards to your phone for convenient access



## ■ myCigna.com

- Click to view and print at home or request ID card to be mailed



# EMPLOYEE ASSISTANCE PROGRAM (EAP)

## Provides services to support your total health

- Elder Care
- Emotional Health
- Family Life
- Financial
- Job/Career
- Legal
- Physical Health
- Relationship
- Substance Use

## Face-to-face or virtual sessions

## Monthly Seminars

On topics such as work/life balance, substance use, children's behavioral health and more



Call Anytime, Any Day

1-877-622-4327

or visit [myCigna.com](https://myCigna.com)

Employer ID: **SCHOOLCARE**

# LEARN MORE ABOUT YOUR BENEFITS

Visit:

[schoolcare.org/resources-materials](https://schoolcare.org/resources-materials)

- Review recorded Open Enrollment presentation
- Choose your Employer from the dropdown list to access:
  - Enrollment Guide
  - Plan Webinars
  - Enrollment/Change Form
  - Benefit Summaries
  - Benefit Quick Start Guide



# NEXT STEPS

- If making changes such as plan or covered dependents
  - Complete the SCHOOLCARE Enrollment/Change Form and return it to your employer by **May 23<sup>rd</sup>**
- Consider enrolling in your employer-sponsored Flexible Spending Account (FSA), if available
- Set a reminder to: Complete your Health Assessment at [myCigna](#)
  - **Current** Participants – **NEW!** Complete **between 7/1 and 8/31**
  - **New** Cigna Participants - Complete **within 60 days from effective date**
  - Biometric data not required
- Reminder - **NO** new Cigna ID cards mailed out





Questions?



# SCHOOLCARE

HEALTH BENEFIT PLANS

## Thank You!

Stay Current on YOUR Benefits



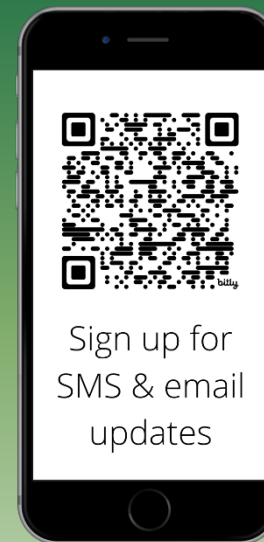
@NHSCHOOLCARE



@SCHOOLCARENH



SCHOOLCARE.ORG



*A Health Plan You  
Know and Trust*

# Finding a doctor in our directory is easy.



Is your doctor or hospital in your plan's Cigna Healthcare<sup>SM</sup> network? The Cigna Healthcare online directory makes it easy to find who (or what) you're looking for.

## Search your plan's network in four simple steps



### Step 1

Go to **Cigna.com**, and click on "Find a Doctor" at the top of the screen. Then, under "How are you Covered?" select "Employer or School."

(If you're already a Cigna Healthcare customer, log in to **myCigna.com** or the **myCigna® App** to search your current plan's network. To search other networks, use the **Cigna.com** directory)



### Step 2

Change the geographic location to the city/state or zip code you want to search. Select the search type and enter a name, specialty or other search term. Click on one of our suggestions or the magnifying glass icon to see your results.



### Step 3

Answer any clarifying questions, and then verify where you live (as that will determine the networks available).

How are you covered?  
Select Employer or School



### Step 4

**Optional:** Select one of the plans offered by your employer during open enrollment.

**That's it!** You can also refine your search results by distance, years in practice, specialty, languages spoken and more.

## Search first. Then choose Cigna Healthcare.

There are so many things to love about Cigna Healthcare. Our directory search is just the beginning.

After you enroll, you'll have access to **myCigna.com** – your one-stop source for managing your health plan, anytime, just about anywhere. On **myCigna.com**, you can estimate your health care costs, manage and track claims, learn how to live a healthier life and more.

**Questions?** Call



**Offered by: Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company or their affiliates.**

Providers and facilities that participate in the Cigna Healthcare network are independent practitioners solely responsible for the treatment provided to their patients. They are not agents of Cigna Healthcare. Product availability may vary by location and plan type and is subject to change. All group health insurance policies and health benefit plans contain exclusions and limitations. For costs and details of coverage, see your plan documents.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company (CHLIC), Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc., Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc., Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc. (CHC-TN), and Cigna HealthCare of Texas, Inc. Policy forms: Medical: OK - HP-APP-1 et al., OR - HP-POL38 02-13, TN - HP-POL43/HC-CER1V1 et al. (CHLIC); GSA-COVER, et al. (CHC-TN). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.



# Know which medications your plan covers.

View your drug list 24/7 at [Cigna.com/druglist](https://Cigna.com/druglist),  
on the myCigna® App or at [myCigna.com](https://myCigna.com)®.

Offered by: Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, or their affiliates.

886514 c Standard 3T 08/23 © 2023 Cigna Healthcare. Some content provided under license.

## View your drug list online.

Whether you're taking medication now or in the future, it's important to know which medications your plan covers.

### Before your plan starts:

1. Go to **Cigna.com/druglist**.
2. Select the **Standard 3 Tier** drug list from the drop down menu.
3. **Choose a search method:** Type in your medication name and click "Search" or look for your medication name in the alphabetical list.

### Once your plan starts:

1. Log in to the **myCigna app**<sup>1</sup> or **myCigna.com**.
2. Use the **Price a Medication tool** to see how your medication is covered and how much it costs.<sup>2</sup>



Your plan uses the **Cigna Healthcare<sup>SM</sup> Standard 3-Tier** prescription drug list.

1. App/online store terms and mobile phone carrier/data charges apply. Customers under age 13 (and/or their parent/guardian) will not be able to register at **myCigna.com**.

2. Prices shown on **myCigna** are not guaranteed and coverage is subject to your plan terms and conditions. Visit **myCigna** for more information.



## Focus on Total Health

SCHOOLCARE's **Good For You!** Well-Being Program is built around six basics of healthy living. Through these components you can connect to holistic wellness and HAVE FUN with your colleagues and family all while earning CASH! Access all program opportunities at [myCigna.com](https://myCigna.com).



## SCHOOLCARE's Philosophy

This program is designed to educate and reward subscribers and spouses for maintaining or improving their health and well-being.

## What Does Well-Being Mean to You?

Choose activities that best fit your personal wellness goals. SCHOOLCARE's program can help EMPOWER you to make healthy choices through the basics of healthy living: **food, exercise, stress, weight, sleep, and prevention**. Take small steps toward changing behaviors, and ADVOCATE for yourself and the well-being of others.

## SCHOOLCARE's Commitment

**Good For You!** is our commitment to your health and well-being. SCHOOLCARE is partnered with Cigna to provide best practice, evidence-based, achievable and engaging well-being programs.

SCHOOLCARE/CIGNA medical plan subscribers and covered spouses are each eligible to earn **up to \$600** annually.

*Incentives earned are paid on a quarterly basis.*





## Build YOUR Path to Well-Being

The SCHOOLCARE **Good For You!** Well-Being Program offers incentives to fit all your health goals. Incentives are available beginning July 1<sup>st</sup> except as indicated below.



### Health Assessment - Required

To receive the cash incentives below, the confidential Cigna Health Assessment must be completed annually. Upon completion all incentives earned will become available.

#### Preventive Care - up to \$250

Earn \$50 each for physician-recommended annual age and gender-specific preventive services.

**Also:** Self-report your annual preventive dental and vision exams (\$25 ea).

#### Biometrics - \$100

Use a Quest or LabCorp facility with a doctor's orders, self-register at a Quest Patient Service Center, or complete a Physician Lab Form.

#### Self-Reported Healthy Events - up to \$400

Report up to four healthy activities per quarter that benefit your total well-being, including: physical, social, emotional and financial wellness (\$25 ea). Max \$100 per quarter.

**Incentive available beginning July 1<sup>st</sup>, October 1<sup>st</sup>, January 1<sup>st</sup>, and April 1<sup>st</sup>.**

#### Omada - up to \$350

Complete 16 weeks of the program (\$100) and/or meet your weight loss goal of 5% (\$250).

#### Case Management - up to \$350

Work with a Cigna Case Manager to coordinate care (\$100) and/or make progress toward a goal (\$250).

#### Healthy Pregnancies, Healthy Babies up to \$250

Enroll in first trimester and complete program to earn \$250; enroll in second trimester to earn \$125.

#### Online Health Coaching - up to \$250

Earn \$50 for each online program completed.

#### Telephonic Health Coaching - up to \$350

Engage with a health professional for support in making progress toward overcoming chronic conditions (\$100) and making progress toward (\$25) and achieving (\$50) health goals.

**Start earning SCHOOLCARE **Good For You!** incentives today using [myCigna](https://mycigna.com).**

For easy-to-follow program instructions, videos, and more visit [schoolcare.org](https://schoolcare.org)

*NOTE: Cash incentives, payments, and rewards are available upon completion of the Health Assessment annually. Amounts paid to well-being program participants are taxable income. Please review with your tax consultant for more information.*

**YOUR VSP VISION BENEFITS SUMMARY**  
SCHOOLCARE and VSP provide you with an affordable vision plan.

**PROVIDER NETWORK:**  
VSP Choice



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
PRESCRIPTION GLASSES		\$25	
FRAME	<ul style="list-style-type: none"><li>\$150 allowance for a wide selection of frames</li><li>\$180 allowance for featured frame brands</li><li>20% savings on the amount over your allowance</li><li>\$70 Walmart® frame allowance</li></ul>	Included in Prescription Glasses	Every other plan year*
LENSES	<ul style="list-style-type: none"><li>Single vision, lined bifocal, and lined trifocal lenses</li><li>Polycarbonate lenses for dependent children</li></ul>	Included in Prescription Glasses	Every plan year*
LENS ENHANCEMENTS	<ul style="list-style-type: none"><li>Standard progressive lenses</li><li>Premium progressive lenses</li><li>Custom progressive lenses</li><li>Average savings of 20-25% on other lens enhancements</li></ul>	\$0 \$95 - \$105 \$150 - \$175	Every plan year*
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"><li>\$150 allowance for contacts; copay does not apply</li><li>Contact lens exam (fitting and evaluation)</li></ul>	Up to \$60	Every plan year*
DIABETIC EYECARE PLUS PROGRAM	<ul style="list-style-type: none"><li>Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details.</li></ul>	\$20	As needed
EXTRA SAVINGS	<b>Glasses and Sunglasses</b> <ul style="list-style-type: none"><li>Extra \$50 to spend on featured frame brands. Go to <a href="http://vsp.com/framebrands">vsp.com/framebrands</a> for details</li><li>20% savings on additional glasses and sunglasses, from a VSP provider within 12 months of your last visit</li></ul>		
	<b>Retinal Screening</b> <ul style="list-style-type: none"><li>No more than a \$39 copay on routine retinal screening</li></ul>		
	<b>Laser Vision Correction</b> <ul style="list-style-type: none"><li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li></ul>		
YOUR MONTHLY CONTRIBUTION	\$3.16 Member only   \$6.32 Member + 1   \$10.18 Member + family		
YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS			
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.			
Frame .....	up to \$70	Lined Bifocal Lenses .....	up to \$50
Single Vision Lenses .....	up to \$30	Lined Trifocal Lenses .....	up to \$65
		Progressive Lenses .....	up to \$50
		Contacts .....	up to \$105
Coverage with a retail chain may be different or not apply. Once your benefit is effective, visit <a href="http://vsp.com">vsp.com</a> for details. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.			

\*Plan year begins July 1

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

©2020 Vision Service Plan. All rights reserved.

VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.



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

**Title:** Information Technology and Security **Department:** Administration  
Assessment

**Meeting Date:** May 12, 2025

**Staff Contact:** Lincoln Daley

---

### BACKGROUND INFORMATION:

#### Purpose:

The purpose of this agenda item is to request Board direction on the prioritization of five key initiatives recommended in the attached Information Technology Assessment Report. The desired outcome is for the Board to identify priority items and authorize Town Administration to develop a Request for Proposal (RFP) to procure services and tools necessary to advance the selected initiatives.

#### Background:

As recommended by the Town's IT consultant, Cisco For Hire, and outlined in the Report, the following five action items are critical to enhancing our organization's information security, compliance posture, and operational readiness. Several SaaS applications are available that offer standardized templates and frameworks to streamline the development of policies and procedures in a timely and cost-effective manner.

### Recommended Priority Items for Consideration:

1. Update the Information Security Policy  
*Reference:* 2025-NC-IA-01  
*Notes:* Utilize ISO 27001:2022 framework, integrating recommendations from DHS, NIST, CSA, and Verizon 2024/2025 reports.
2. Create a Document Control Policy and Procedure  
*Reference:* 2025-NC-IA-03
3. Create a Supplier Management Policy and Procedure  
*Reference:* 2025-NC-IA-04
4. Create an Access Control Policy  
*Reference:* 2025-NC-IA-03
5. Update Human Resource Manual (On-boarding/Off-boarding Process)  
*Reference:* 2025-NC-IA-02

### BUDGET IMPACT:

*(Include general ledger account numbers)*

To Be Determined Based on Results of Recommended Request for Proposal for services

**POLICY IMPLICATIONS:**

The project would result in the creation and or enhancement of Town policies critical to enhancing our information security, compliance posture, and operational readiness.

**DEPARTMENT HEAD RECOMMENDATION:**

Review and determine which of the five initiatives should be prioritized. Approve the initiation of an RFP process to engage qualified individuals or companies to develop the selected priorities.

**SUGGESTED MOTION:**

Move to authorize staff to initiate a Request for Proposals (RFP) process to engage qualified individuals or firms for the development of prioritized initiatives and the creation of specified policies and procedures

**TOWN ADMINISTRATOR RECOMMENDATION:****ATTACHMENTS:**

None



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

**Title:** Baboosic Lake Association - Surface Water Discharge Permit Application and Town Letter of Support  
**Department:** Administration

**Meeting Date:** May 12, 2025

**Staff Contact:** Lincoln Daley, Eric Slosek

---

### **BACKGROUND INFORMATION:**

The purpose of this agenda item is to revisit the previously approved letter of support and consider amending it to include language that preserves the Town's ability to submit additional input during the public hearing process.

At the April 21, 2025 Board meeting, members voted to authorize staff to submit a letter of support for the Baboosic Lake Association's Surface Water Discharge Permit Application to the New Hampshire Department of Environmental Services (NHDES). Upon further review of the permit application, additional questions were raised regarding the potential environmental impacts of the project and whether the Town retains the ability to raise further questions or concerns with NHDES during the review process.

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

None

### **POLICY IMPLICATIONS:**

None

### **DEPARTMENT HEAD RECOMMENDATION:**

Review the draft letter and revise it to include language that preserves the Town's ability to raise additional questions or concerns during the public hearing process.

### **SUGGESTED MOTION:**

Move to accept the amended letter and authorize staff to submit it to the New Hampshire Department of Environmental Services

### **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. LOS Baboosic Lake Alum Treatment 2025.04.22 (Draft Letter)



## TOWN OF AMHERST

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

April 22, 2025

David Neils, Chief Aquatic Biologist  
Director, Jody Connor Limnology Center  
Watershed Management Bureau  
Water Division, NH Department of Environmental Services  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

RE: Baboosic Lake Association – Surface Water Discharge Permit Application

Dear Mr. Neils,

We are aware that the Baboosic Lake Association (BLA) has applied for a surface water discharge permit for the application of aluminum sulfate to Baboosic Lake. The purpose of this treatment is to reduce the impact of toxic cyanobacteria blooms, which have occurred regularly in the lake typically by the last week of July for over twenty years.

Despite the Town of Amherst investing over one million dollars in a community wastewater treatment system, and the BLA and Four Seasons Beach completing more than \$500,000 in *Soak Up the Rain* projects over the past 15 years, the issue persists. These efforts were recognized with an Environmental Protection Agency award for outstanding volunteer collaboration in watershed restoration, yet they have not resolved the cyanobacteria problem.

The continued presence of cyanobacteria blooms has had a severe and far-reaching impact on our community. Recurring Public Beach closures, often beginning in early August, have resulted in lost revenue for both our organization and the Town, both of which rely heavily on summer tourism and lake-related activities. These closures also make it difficult to retain seasonal staff, as we cannot justify continued employment without a safe, usable waterbody during peak months. Beyond the economic challenges, the blooms have significantly diminished the enjoyment of the lake for residents and visitors. Families who once gathered to swim, kayak, fish, and relax are now forced to cancel or avoid those activities during the most active time of year. This ongoing decline in the lake's recreational value affects quality of life, erodes community connection, and undermines the intrinsic and economic value of this cherished natural resource.

It is the Board's understanding that the application of aluminum sulfate has proven effective in mitigating cyanobacteria blooms caused by internal loading, as demonstrated in recent treatments at Nippo Lake, Lake Kanasatka, and historically at Kezar Lake in 1984. Alum treatments have been used successfully across the country for over 40 years.

We respectfully request that the New Hampshire Department of Environmental Services approve the BLA's permit application. The Board of Selectmen voted unanimously on April 21, 2025 to support

application submission and project. We look forward to restoring the safe, enjoyable use of this lake that means so much to our community.

Sincerely,

Lincoln Daley  
Town Administrator

Cc: Baboosic Lake Association  
Senator Tim McGough  
Representative Megan Murray  
Representative Stephanie Grund  
Representative Daniel LeClerc  
Representative Daniel Veilleux



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

**Title:** Fire Department Assessment  
**Meeting Date:** May 12, 2025

**Department:** Administration  
**Staff Contact:** Lincoln Daley

---

### **BACKGROUND INFORMATION:**

Attached for the Board's review and consideration is a draft proposal outlining the scope and objectives of a Fire Department operational assessment. This evaluation is not intended to be a full audit, but rather a focused review designed to identify strengths, areas for improvement, and opportunities to enhance overall departmental effectiveness and internal operations. The assessment will specifically examine key operational practices, personnel management, internal procedures, and their alignment with industry best practices and the strategic goals of the Board. In addition to these areas, the assessment will include a review of the operational condition, maintenance status, and overall safety of the department's vehicles and equipment.

The project is expected to take approximately three months to complete at a total cost of \$16,000. This fee includes all aspects of the assessment process—data collection, analysis, stakeholder interviews, and the development of a final report containing actionable recommendations. Funding for this initiative will be reallocated from the currently vacant Deputy Fire Chief position.

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

Potential expense of \$16,000.

### **POLICY IMPLICATIONS:**

Possible revisions to and development of Department Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs).

### **DEPARTMENT HEAD RECOMMENDATION:**

Unless the Board has any further revisions to the draft contract, it is recommended that the contract be approved as presented and that the Town Administrator be authorized to execute it on the Board's behalf.

### **SUGGESTED MOTION:**

Move to approve the contract with Municipal Resources, Inc. (MRI) as presented and to authorize the Town Administrator to execute the agreement on behalf of the Board.

**TOWN ADMINISTRATOR RECOMMENDATION:**

Refer to Department Head Recommendation.

**ATTACHMENTS:**

1. Amherst NH, Technical Services Agreement - May 9, 2025

---

66 Main Street, Suite B  
Plymouth, NH 03264

119 International Drive  
Portsmouth, NH 03801



Telephone: (603) 279-0352  
Toll Free: (866) 501-0352

all@mrigov.com  
www.mrigov.com

## **PROFESSIONAL SERVICES AGREEMENT RENEWAL**

### **I. PARTIES TO THE AGREEMENT**

This agreement, dated May 9, 2025, is to retain professional consulting services for the **Town of Amherst, NH (the Client)**, to be provided by **Municipal Resources, Inc. (MRI)**, and is lawfully entered into between the Client, by its Town Administrator Lincoln Daley and MRI, by its authorized representative, Alan S. Gould, President.

### **II. SCOPE OF WORK**

The project will consist of providing fire and emergency medical service based technical assistance to the Town of Amherst, NH. These services will be specific to the evaluation of the operational concerns and complaints. To complete this project, we will complete the following activities:

- Obtain and review background information.
- Interview the command staff and other stakeholders.
- Conduct a nominal group process to identify critical issues and cultural norms.
- Review internal organizational communication, policies, Standard Operating Procedures (SOPs) and Standard Operating Guidelines (SOGs).
- Upon request assist the Amherst Fire Department with developing and updating Standard Operating Procedures (SOPs) as needed.
- Review the organization's internal Standard Operating Procedures (SOPs) related to the inspection and maintenance of fire vehicles, apparatus, and associated equipment.

- Evaluate the adequacy, effectiveness, and compliance of these SOPs with applicable safety standards and industry best practices
- Conduct a physical inspection of fire vehicles, apparatus, and related equipment to assess their operational condition, maintenance status, and overall safety.
- Evaluate training and the implementation of these SOPs/SOGs.
- Evaluate incident response and the operational data set reflecting 2025 services.
- Observe a training meeting.
- Obtain a sense of organizational culture.
- Conduct a field visit and in person interviews with the following:
  - The Town Administrator
  - Members of the Board of Selectmen
  - The Fire Chief
  - The Command Staff
  - Select Members of Amherst Fire Rescue Staff randomly selected by the project team
- Develop a management letter to be shared through Town Counsel that reviews the observations, findings and recommendations of the project team.
- Upon request (e-mail authorization) conduct a fire chief recruitment that considers internal and external candidates.
- Provide other EMS and Fire Service-related technical and human resources assistance as directed by the Board of Selectmen.
- Attend a virtual or in person meeting to brief the Board of Selectmen on the findings of this management and to identify the path forward.
- Assist the Board by developing questions and facilitating final interviews for the position of Fire Chief as requested.
- Identify any deficiencies, risks, or areas for improvement, and provide recommendations to enhance safety, performance, and compliance.

### **III. OPTIONAL – FINAL CANDIDATE BACKGROUND CHECK**

Once a candidate and the client have signed a conditional offer of employment, MRI will perform an in-depth background check on the final candidate which shall include, but not be limited to, previous employment, and criminal and motor vehicle records checks for a flat fee of **\$1,500.00**. If the client selects this option, it will be billed separately upon completion.

### **IV. FEES AND CHARGES**

Our services for this study will be provided on a time and expense basis **utilizing the rates listed below**. These services will be invoiced monthly at the following blended rate which will apply to all personnel assigned to this project and all aspects of this agreement:

- Consulting Time: \$125.00 per hour
- Travel Time: \$62.50 per hour
- Expenses: Actual cost plus a 10% administrative fee
- Mileage: Current IRS rate

Payments will be made within thirty (30) days of receipt of the invoice unless otherwise agreed. Invoices not paid within thirty (30) days will accrue interest at the rate of 1.5% per month.

### **V. MRI PERSONNEL IN CHARGE**

Alan S. Gould, President, will serve as Principal-In-Charge of this engagement. Brian Duggan, Director of Fire/EMS Services will serve as the Project Team Leader, coordinating activities, interfacing directly with the Client, and participating throughout the engagement as required. Team members will be assigned and participate upon request of the Client. Communications or correspondence related to any problems, issues, or changes required for this project shall be directed to the Client at the following address:

Mr. Lincoln Daley, Town Administrator  
Town of Amherst  
Town Hall, Second Floor  
2 Main Street

Amherst, NH 03031  
Phone: 603.673.6041  
E-mail: [ldaley@amherstnh.gov](mailto:ldaley@amherstnh.gov)

**V. TERM**

This agreement shall remain in force and effect through completion of the assignment.


**THIS AGREEMENT IS SUBJECT TO THE PROVISIONS CONTAINED IN ADDENDUM I, ATTACHED HERETO AND INCORPORATED HEREWITH.**

**ACCEPTED AND AGREED**

**THE TOWN OF AMHERST, NH**

**MUNICIPAL RESOURCES, INC.**

\_\_\_\_\_  
Lincoln Daley, Town Administrator

  
\_\_\_\_\_  
Alan S. Gould, President

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

Date: May 9, 2025

## **ADDENDUM I**

### **A. MUTUAL REPRESENTATIONS**

MRI represents to the Client it is a duly constituted corporation under the laws of the State of New Hampshire and is authorized to do business within the State as a professional services corporation.

MRI has in force and effect general commercial liability and errors and omissions insurance coverage to protect the Client from accidents which MRI or its authorized representatives may cause to persons or property or from professional errors or omissions when performing under this agreement.

MRI has no liens or encumbrances which would adversely affect the ability of MRI to perform as stipulated under this agreement, its terms, and conditions.

The Client represents to MRI that sufficient funds have been appropriated so it may retain and compensate MRI for the services provided for herein.

The Client's representative is authorized to enter into this agreement on behalf of the Client.

The Client is aware of no action, contemplated action, liability or other encumbrance which would limit or otherwise preclude the Client from freely entering into this agreement and compensating MRI for the services provided.

### **B. NOTICE OF CHANGE OF PERSONNEL**

Except as otherwise provided below, the MRI consultants assigned to any scope of work or project will remain throughout the duration of that specific scope of work or project. MRI retains the right, upon 30 days written notice, to remove from the project any of its consultants whom it believes can no longer suitably perform under its obligations to this agreement or any Supplement to it.

The Client, upon written notice, may request MRI to replace any of its consultants with another qualified representative.

### **C. ADMINISTRATION OF AGREEMENT MODIFICATIONS**

In all cases where this agreement is modified or expanded a written Supplemental Scope of Work (Supplement) must be prepared which clearly defines the services to be provided and details the billing rates or amounts to be charged by MRI and paid by the Client. Supplements must be executed by the authorized representatives of the respective parties prior to any billable work being undertaken. The Supplement(s) shall identify:

- The MRI officer or principal responsible for the successful delivery of services and/or project completion and the client's contracting official(s) or officer(s);
- The specific details of the work to be performed;
- The MRI personnel to be assigned;
- The basis upon which MRI services are being retained, including the normal hourly rate(s), cost reduction considerations or the agreed upon fee(s) for the personnel assigned and/or the services provided;
- The Client's contact person responsible for administering the Supplement, activities or project and the associated reporting requirements; and
- Any special or other conditions such as time deadlines, special reporting requirements, budget limitations, or other similar constraints.

### **D. INDEMNIFICATION**

The Client agrees to hold harmless, indemnify, and defend the project team while acting for and on behalf of the Client as if they were acting in the capacity of a permanent employee of the Client, within the limits, restrictions, and subject to the conditions of the Client's insurance coverage.

### **E. INSURANCE**

MRI has in force and shall maintain throughout this engagement the following insurance:

#### **1. General Liability Insurance**

MRI shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury (including employment practices liability) and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If such CGL insurance contains a general aggregate limit, it shall apply separately to this project.

Client shall be named as an additional insured prior to beginning work and MRI shall furnish client with a Certificate(s) of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All Certificates shall provide for 30 days' written notice to the Client prior to the cancellation or material change of any insurance referred to thereon.

**2. Professional Liability Insurance**

MRI shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each wrongful act arising out of the performance or failure to perform professional services.

**3. Business Auto and Umbrella Liability Insurance**

If applicable, MRI shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.

**4. Workers Compensation Insurance**

MRI shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**F. NON-SOLICITATION**

The Client agrees that, for a period of one-year following the completion of the terms of this Agreement, they shall not, directly or indirectly, hire, solicit, or otherwise encourage any MRI personnel or affiliates assigned to this Agreement, to leave MRI's employment.

In the alternative, if the client should wish to hire any MRI personnel or affiliate assigned to this Agreement it agrees to compensate MRI with payment in the amount of 25% of that person's first year's total compensation package.

Initialed for Client: \_\_\_\_\_

Initialed for MRI: Oliver Gould

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

Date: 05/09/25



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

**Title:** Baboosic North - 03 Request  
**Meeting Date:** May 12, 2025

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

---

### BACKGROUND INFORMATION:

#### Overview

The Town of Amherst has been awarded \$1,221,600 in Congestion Mitigation and Air Quality (CMAQ) funding to support the engineering and construction of a pedestrian pathway along the Baboosic Greenway. The total estimated cost of the project is \$1.527 million.

The New Hampshire Department of Transportation (NHDOT) has subsequently updated the project cost to \$1,857,878 to reflect inflation-adjusted figures. The project, formally identified as **Baboosic North – 03**, entails the construction of a shared-use path along Amherst Street—most likely on the north side—creating a vital connection between the existing Amherst Street sidepath and Birch Park (Baboosic North – 02).

#### Project Background

This initiative was approved by Amherst voters in March, demonstrating strong community support for expanded pedestrian and multimodal infrastructure. The planned improvements are consistent with the Town's long-term vision for connectivity and safety enhancements within the Baboosic Greenway corridor.

#### Proposal to Advance Funding

NHDOT has offered to accelerate the project schedule by advancing funding to fiscal year 2026. A preliminary timeline, provided by NHDOT and summarized below, outlines the anticipated funding allocations by year (not adjusted for inflation). The revised schedule aligns with the capital funding plan endorsed by the voters and would enable the Town to proceed with project development and construction on an expedited timeline.

#### Request for Board Action

I respectfully request that the Board of Selectmen approve the advancement of funding for the Baboosic Greenway North 03 project to FY26, as outlined in the NHDOT project

timeline. Doing so will allow the Town to take full advantage of the awarded CMAQ funding and move forward in delivering this critical infrastructure improvement.

The NH DOT proposed budget timeline is as follows:

<b>Project Total</b>	
<b>PE</b>	<b>Proposed Amount</b>
<b>CMAQ *</b>	
2025	\$0.00
2026	\$161,000.00
2027	\$69,000.00
Subtotal	<b>\$230,000.00</b>
<b>ROW</b>	<b>Proposed Amount</b>
<b>CMAQ *</b>	
2027	\$10,000.00
Subtotal	<b>\$10,000.00</b>
<b>Construction</b>	<b>Proposed Amount</b>
<b>CMAQ *</b>	
2030	\$1,287,000.00
Subtotal	<b>\$1,287,000.00</b>
<b>Grand Total:</b>	<b>\$1,527,000.00</b>
Report Requested by: PMs and Project Finance.	
All dollars exclude indirect costs and represent values entered t	

#### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

#### **POLICY IMPLICATIONS:**

**DEPARTMENT HEAD RECOMMENDATION:**

Recommend to accept proposal from NH DOT.

**SUGGESTED MOTION:**

I move to approve the advancement of the Baboosic Greenway North 03 project funding to Fiscal Year 2026, as proposed by the New Hampshire Department of Transportation. This approval will enable the Town to proceed with engineering and construction of the pedestrian pathway along Amherst Street, utilizing the award through the CMAQ grant program and in alignment with the voter-approved funding plan.

**TOWN ADMINISTRATOR RECOMMENDATION:****ATTACHMENTS:**

None



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

**Title:** Beaver Brook Bridge Project Update **Department:** Public Works  
- RTP Grant

**Meeting Date:** May 12, 2025

**Staff Contact:** Eric Slosek

---

### BACKGROUND INFORMATION:

#### Overview

This memorandum provides an update on the Town's Recreational Trails Program (RTP) grant project and outlines the next steps required to initiate the agreement process with the New Hampshire Bureau of Trails (BoT), as well as permitting considerations that may affect the project timeline.

#### Contract Agreement Process

The Bureau of Trails has issued a contract agreement for the Town's RTP-funded project. In order to proceed, the following steps are required:

- **Execution of Contract Agreement:** The contract document must be completed, signed by the Town, and returned to BoT.
- **Certificate of Authority:** A Certificate of Authority must also be completed and signed within 30 days of the project administrator signing the agreement.
- **Approval Process:** Upon receipt, the contract will proceed through the Governor and Executive Council (G&C) and the Federal Highway Administration (FHWA) for final approval. Following this, the Town will receive a formal "Notice to Proceed." BoT has indicated this process may take a few months.

#### Project Timeline and Permitting Concerns

There are concerns regarding the project's schedule. I have reached out to the Bureau of Trails to request an extension of the current timeline. The basis for this request includes:

- **Permit Uncertainty:** We are in the process of determining the extent of environmental permitting required, including potential wetlands permitting, which may significantly delay project implementation.

- **Environmental Constraints:** The known presence of the long-eared bat may restrict tree and shrub removal to specific times of the year, further complicating scheduling.
- **Approval Delays:** The anticipated lag in receiving G&C and FHWA approvals may make it infeasible to complete construction before the end of the calendar year.

At this time, we are awaiting a response from BoT regarding the extension request.

## Permitting Scope of Work

To better understand the project's regulatory requirements, I have contacted Hoyle Tanner & Associates for a scope and fee to perform a site visit and assess necessary permits. Our project manager, Joe Ripley, has proposed a not-to-exceed fee of \$5,000 to:

- Conduct a site visit and permitting assessment
- Deliver a brief summary report identifying necessary permits
- Provide a cost estimate for engineering support to secure those permits

This assessment will be critical in defining the project's feasibility within the current funding and scheduling constraints.

## Request for Discussion

Given the above, I am requesting Board guidance on the following:

1. Authorization for Town Administrator to sign contract agreement. This would require completion of the Certificate of Authority.
2. Authorization to proceed with the \$5,000 permitting assessment from Hoyle Tanner
3. Direction on whether the Board would support submitting a formal extension request to the Bureau of Trails
4. General input on the Town's preferred path forward with this grant project, including potential expenditures not covered by the grant (engineering/permitting).

A timely decision on these items will enable us to comply with contract submission deadlines and take necessary steps to ensure successful project delivery.

**BUDGET IMPACT:**

*(Include general ledger account numbers)*

Up to \$5,000 from 01-4311-30-2310 (Engineering).

**POLICY IMPLICATIONS:****DEPARTMENT HEAD RECOMMENDATION:**

Recommend the following:

1. Authorize TA to sign related agreement documents.
2. Authorize expenditure of up to \$5,000 to understand engineering/permitting costs/requirements.
3. Support DPW request for project timeline extension.

**SUGGESTED MOTION:**

I move to authorize the Board of Selectmen to sign the Certificate of Authority designating the Town Administrator as the signatory for the Recreational Trails Program (RTP) contract agreement with the New Hampshire Bureau of Trails. I further move to authorize the Public Works Director to proceed with contracting Hoyle Tanner & Associates for a not-to-exceed amount of \$5,000 to conduct a permitting assessment and provide a summary report. Additionally, I support submitting a request to the Bureau of Trails for an extension to the project timeline due to permitting and environmental constraints.

**TOWN ADMINISTRATOR RECOMMENDATION:****ATTACHMENTS:**

1. 25-29 G1 Contract Agreement
2. COA-7-(Municipality)

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Natural & Cultural Resources		<b>1.2. State Agency Address</b> 172 Pembroke Rd. Concord, NH 03301	
<b>1.3. Grantee Name</b>		<b>1.4. Grantee Address</b>	
<b>1.5. Grantee Phone #</b>	<b>1.6. Account Number</b> 10-03500-37770000-074	<b>1.7. Completion Date</b>	<b>1.8. Grant Limitation</b> \$
<b>1.9. Grant Officer for State Agency</b> Brianna Leone, RTP Coordinator		<b>1.10. State Agency Telephone Number</b> 603-271-3254	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
<b>By:</b>		<b>Assistant Attorney General, On:</b> /     /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
<b>By:</b>		<b>On:</b> /     /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. Grantee acknowledges that any funds it receives under this agreement are proceeds from the Federal Highway Administration's Transportation Alternatives Program for which RTP is a set-aside program, subject to certain legal restrictions and requirements, and Grantee agrees to comply with such RTP requirements and all other relevant federal, state, and local laws and regulations in the fulfillment of the project described in Grantee's grant application, including but not limited to those set forth in Form FHWA-1273 (Required Contract Provisions Federal-Aid Construction Projects, Revised October 23, 2023), as set forth in Exhibit D hereto and which is fully incorporated into this agreement.
2. Grantee further agrees:
  - a. To perform the work outlined in their application, which is hereby incorporated into this agreement, in accordance with the federal rules, regulations, policies and procedures of the Recreational Trails Program (RTP), as per [Title 23 United States Codes \(U.S.C.\) § 206](#).
  - b. To comply with the requirements of all other federal, state, and local laws, ordinances, and regulations applicable to this agreement.
  - c. That any funding it receives through this agreement shall not exceed 80% of the total value of Grantee's project.
  - d. To provide documentation in a format that fully accounts for and certifies that items for reimbursement and matching funds have been incurred on the project, in accordance with [2 C.F.R. Part 200 Subpart E – Cost Principles](#).
  - e. To submit a RTP Project Progress Report Form with each request for reimbursement. The report shall outline how expense items have been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by a final RTP Project Progress Report Form stating the project is 100% complete and provide color photos detailing the completeness of project.
  - f. To provide at least 3 competitive vendor quotes for the purchase of any materials, goods, or equipment of \$2,000 or more for which Grantee seeks reimbursement.
  - g. To provide at least 3 competitive vendor quotes for the purchase of any service or rental agreement of \$10,000 or more for which Grantee seeks reimbursement.
  - h. To submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
  - i. To comply with the terms of the Federal Funding Accountability and Transparency Act ("FFATA") by providing NHDNCR with the Grantee's Unique Entity Identifier (Unique Entity ID) and all applicable Executive Compensation Data information required by the FFATA.
3. **Buy America Requirements for Federal-Aid Programs.** The Build America, Buy America Act (BABA), enacted as part of the Bipartisan Infrastructure and Jobs Act on November 15, 2021, requires iron, steel, manufactured products, and construction materials used in a Federal-Aid Program project to be produced in the United States. As of May 14, 2022, each Federal agency must ensure that all manufacturing process for construction materials used in Federally assisted infrastructure projects occur in the United States. Per the notice issue by the United States Department of Transportation on August 16, 2023, grants executed after that date under \$500,000 qualify for a waiver from BABA. BABA directs the U.S. Office of Management and Budget Made in America Office to issue standards and guidelines.

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_

#### 4. **Equipment.**

- a. Pursuant to [2 CFR 200.313 – Equipment](#), Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau. Grantee shall display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
  - b. Grantee shall maintain equipment purchased with RTP funds in good mechanical condition.
  - c. Grantee shall provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31<sup>st</sup> for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
5. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review Grantee's records and files. Upon notification of project completion, the State can inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to Grantee. Deficiencies, if any, shall be corrected and reported in writing to the State by Grantee within 21 business days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected to the satisfaction of the State.

#### 6. **Event of Default: Remedies**

Add the following to Section 11 of the G-1 Form:

11.3: Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said failure is not remedied within ten (10) business days. In the event of termination pursuant to this provision, no further payments shall be made by the State.

11.3.1: Grantee's failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds to Grantee for no less than 2 years from the current grant year.

#### 7. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.

Add new Paragraph 17.3 as follows:

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_

any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to [2 CFR 200.310](#). The insurance policy shall name the NH Department of Natural and Cultural Resources, as a certificate holder.

#### 8. **Notice**

Add the following sentence to the end of Section 19.

Any notice by the RTP Coordinator or the Project Administrator (the parties) hereto to the other party via email is also deemed to have been duly delivered.

#### EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for Federal compliance with grant program requirements.

#### EXHIBIT C – Payment Terms

#### **Grant Award, Cost Sharing, Total Project Cost, and Method of Payment**

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following per [2 CFR 200 subpart E - Cost Principles](#):
  - j. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred within the contract term. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
    - i. Within 30 days of incurring the cost(s);
    - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
    - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
  - k. The final reimbursement to be reimbursed on the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
  - l. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.
  - m. Reimbursements will only be considered if a RTP Project Progress Report Form is submitted with the request.
  - n. Capital advances may be applied for through the Bureau of Trails and will be approved on a case by case basis.

Organization Name:	Town of Amherst
Vendor Code:	177351
Unique Entity ID:	NHHLWHTB7ND3
Grant #:	25-29
Appropriation Code:	37770000-074-500585
Grant Amount:	\$80,000
Minimum Match Required:	\$20,000
Total Project Cost:	\$100,000

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

The maximum amount of funds available to the Grantee pursuant to this agreement shall not exceed the Grant Amount. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

**Term of Grant**

This grant, and the obligations of the parties hereunder, shall become effective upon Federal Highway Administration (FHWA) and Governor and Council approval. The term of this grant shall run from the commencement date through [December 31st, 2025](#).

Exhibit D – FHWA—1273 Required Contract Provisions Federal-Aid Construction Projects REVISED  
October 23, 2023

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Municipality Certification of Authority

I, \_\_\_\_\_ (*Name*), **hereby certify/attest** that I am duly elected Clerk/Secretary of \_\_\_\_\_ (*Name of Municipality*), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on \_\_\_\_\_, 20 \_\_, at which a quorum of the Municipality Officers were present and voting.

**RESOLVED:** That \_\_\_\_\_ (*Name and Title of Official Signing the Agreement*) is duly authorized to enter into contracts or agreements on behalf of \_\_\_\_\_ (*Name of Municipality*) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

**I hereby certify** that the foregoing resolution has not been amended or repealed and remains in full force and effect. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(*Secretary/Clerk Signature Completing this Certificate*)



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

**Title:** NH DES Waste Oil Grant  
**Meeting Date:** May 12, 2025

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

---

### **BACKGROUND INFORMATION:**

The Department of Public Works respectfully requests that the Board of Selectmen authorize the Town Administrator to execute the agreement for the Used Oil Collection Assistance Grant, by completing and submitting the required Certificate of Authorization form.

This annual grant, administered by the New Hampshire Department of Environmental Services (NHDES), provides municipalities with financial assistance to support the proper collection and disposal of used waste oil. Through this program, the Town of Amherst is eligible to receive up to \$2,500 in reimbursement funding for the collection of used oil at the Transfer Station.

Participation in this grant program contributes to our continued efforts to promote environmentally responsible waste management practices at our facility. We intend to apply for this funding on an annual basis as long as the program remains available.

Thank you for your consideration of this request.

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

Recommend to approve/authorize

### **SUGGESTED MOTION:**

I move to authorize the Town Administrator to sign and submit the Certificate of Authorization for the Town of Amherst's participation in the New Hampshire Department of Environmental Services' Used Oil Collection Assistance Grant Program, which provides up to \$2,500 in funding for the collection of used waste oil at the Transfer Station.

### **TOWN ADMINISTRATOR RECOMMENDATION:**

**ATTACHMENTS:**

1. NH DES Waste Oil Grant\_Documents

**Certificate of Authority by Vote**

I, \_\_\_\_\_, hereby certify that I am duly elected Clerk/Secretary of  
(Name)  
\_\_\_\_\_. I hereby certify the following is a true copy of a vote taken at  
(Name of Municipality)  
a meeting of the Board of Directors, duly called and held on \_\_\_\_\_, 20 \_\_,  
at which a quorum of the Directors were present and voting.

**VOTED:** That \_\_\_\_\_ (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

\_\_\_\_\_ with the State of New Hampshire and any of  
(Name of Municipality)

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to affect the purpose of  
this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. I further certify that it  
is understood that the State of New Hampshire will rely on this certificate as evidence that the  
person(s) listed above currently occupy the position(s) indicated and that they have full authority  
to bind the corporation. To the extent that there are any limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Name & Title)



## USED OIL COLLECTION ASSISTANCE GRANT APPLICATION



### Commissioner's Office/Planning/Used Oil Grant Program

RSA 147-B:13, Env-Hw 500, Env-Hw 807

#### APPLICATION INSTRUCTIONS:

- 1) Complete all four sections of the application and email it to NHDES **no earlier than June 1**.
- 2) Complete the Work Plan: The work plan is an outline of purchases/services you wish to have considered for grant monies. Please provide as much detail as possible.
- 3) Private Facility Applicants: Motor vehicle inspection stations and non-profit organizations must submit a current Certificate of Good Standing issued by the State of New Hampshire.
- 4) You must include a secondary contact in Section 1 when filling out the application.
- 5) Return application to NHDES. Applications will be accepted on a rolling basis annually until funds are depleted.

[UsedOilGrants@des.nh.gov](mailto:UsedOilGrants@des.nh.gov)

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: [\(603\) 271-2047](tel:6032712047) • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

[www.des.nh.gov](http://www.des.nh.gov)

---

**SECTION I (GENERAL INFORMATION)**

1. Name of municipality/Business: Town of Amherst
2. Mailing Address: 22 Dodge Road  
Amherst, NH 03031
3. Date of Application: April 7, 2025
4. Primary Contact: Name: Richard Keyes  
Title: Facilities Manager  
Telephone: (603) 345-0340 Fax: \_\_\_\_\_  
Email: rkeyes@amherstnh.gov
5. Secondary Contact: Name: Patricia Delisle  
Title: Executive Assistant  
Telephone: (603) 673-2317 ext. 401 Fax: \_\_\_\_\_  
Email: pdelisle@amherstnh.gov
6. Who should the public contact with questions about used oil drop-off? Patricia Delisle

---

**SECTION II (SITE INFORMATION AND COMMUNITIES SERVED)**

- Collection Center: Name: Amherst Transfer Station  
Address: 260 State Route 101 Amherst N.H.  
Inspection Station Number, if applicable: N/A

1. Communities Served by this Collection Center


2. Do you have a limit on the amount of used oil a resident can bring to the collection center?

☐ Yes ☒ No

If yes, what is the limit? \_\_\_\_\_

---

### SECTION III (WORK PLAN)

**Description:** The applicant collects, or intends to collect, Do-It-Yourselfer used oil and/or filters from residents who generate used oil as a household waste when they change their own automotive oil. The applicant is requesting grant funds related to their Do-It-Yourselfer used oil collection center. Details are provided below.

Line Item (Service or Product)	Cost
The oil is collected at the Transfer Station and brought to the Amherst Highway Department to be used in a waste oil furnace that heats the garage area. The oil comes from homeowners in Amherst who change their own oil.	
Prior to being put into the furnace, the oil is placed in a water separator to remove any water which may be present. This is done as a precaution to avoid issues with the waste oil furnace.	
The oily water from the water separator is stored on-site in 55-gallon drums. Over the course of two or three years, we have accumulated 5 drums of this oily water and would like to dispose of it.	
MLI Environmental based in South Portland Maine will be handling the disposal. Tel # 1 (207) 767-1933	

**Total Estimated Cost**

\$2525.20

---

### SECTION IV (AUTHORIZATION)

I certify that, to the best of my knowledge, all the foregoing information is complete and accurate.

\_\_\_\_\_  
(Signature of Authorized Person from Section I.)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name and Title of Authorized Person)

**Email or mail application to:**

[UsedOilGrants@des.nh.gov](mailto:UsedOilGrants@des.nh.gov)

NHDES

Pollution Prevention Section  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

## GRANT AGREEMENT

The State of New Hampshire and the Grantee  
hereby Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive Concord, NH 03301	
<b>1.3. Grantee Name</b> Town of Amherst		<b>1.4. Grantee Address</b> 22 Dodge Rd. Amherst, NH 03031	
<b>1.5 Grantee Phone #</b> 603-345-0340	<b>1.6. Account Number</b> 03-44-44-444010-5392- 073-500580	<b>1.7. Completion Date</b> July 31, 2025	<b>1.8. Grant Limitation</b> \$2,500.00
<b>1.9. Grant Officer for State Agency</b> Andrew Gould		<b>1.10. State Agency Telephone Number</b> 603-271-6424	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- 9.2. computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.3 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 11.2.4
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
14. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
15. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
16. INSURANCE. The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**Special Terms and Conditions**

- 1) The State reserves the right to audit the Grantee's expenditures for the Project and to retract and/or seek reimbursement for Grant Monies paid to the Grantee whenever, subsequent to payment of Grant Monies, it becomes known that any of the terms and conditions of this agreement were, in fact, not fulfilled.
- 2) It is understood that through the State's approval and/or payment of said Grant Monies for the Project, the State, including NHDES, Waste Management Division, its officers and employees, assumes no liability regarding this Project, including, but not limited to, liability for injury, death, or property damage that might arise during or from this Project or during or from the State's conduct of its used oil management program. Nothing in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
- 3) NHDES may exercise its authority to modify, suspend or terminate the Project if it determines that the Project poses a threat to human health or the environment.
- 4) The Grantee shall allow NHDES to have access to and conduct any monitoring of the Project deemed necessary by DES to ensure its compliance with the terms of this agreement and with state and federal statutes and regulations.
- 5) The Grantee shall maintain insurance as documented by Exhibit C attachment-1 (the "Certificate of Liability Coverage").

**EXHIBIT B**  
**Scope of Services**

- 1) The Grantee shall purchase materials and/or obtain services to establish, improve, or operate a used oil collection center in accordance with the terms and conditions of this agreement and as detailed in Exhibit A attachment-1 (the "work plan").
- 2) The Grantee agrees to construct and operate said used oil collection center in accordance with all applicable State and Federal laws and regulations.
- 3) The Grantee shall complete its project within one year of the grant award date unless prior written approval for an extension of the time has been received from the Department of Environmental Services (NHDES). Failure to do so may result in termination of this agreement.

**EXHIBIT C**  
**Price and Payments**

- 1) The State agrees to pay the Grantee the Grant Monies upon the successful completion of the Project. Successful completion shall mean that (1) the Grantee has fulfilled the terms and conditions of this agreement, and (2) the Grantee's accounting records, including invoices and receipts for all materials purchased and services rendered, have been submitted to NHDES. The payment of funds to the Grantee shall not be construed as a waiver by NHDES of any past, present or future right, claim or cause of action related to the performance of this agreement.
- 2) Upon fulfillment of the terms and conditions of this agreement, including all of the conditions of a successful completion of the Project, the State shall pay to the Grantee the amount of reimbursable costs as determined by NHDES, **not to exceed \$2,500.00**, or the amount provided in RSA 147-B:13, I(a), whichever is less.
- 3) Grantee expenses not directly associated with the Project shall not be reimbursable by the State. Grantee personnel costs shall not be reimbursable pursuant to provision 8.1 of this agreement.
- 4) The Grantee agrees to pay for all Project costs in excess of the amount of reimbursable costs authorized under this agreement.
- 5) The Grantee agrees to submit invoices and receipts itemizing Project costs for which reimbursement is sought to the N.H. Department of Environmental Services, Waste Management Division, Used Oil Program, P.O. Box 95, Concord, NH 03302-0095, within one year of the grant award date.
- 6) The Grantee agrees that no Grant Monies shall be paid by the State unless and until NHDES has reviewed and determined that such costs or expenditures qualify for reimbursement under the terms of this agreement, and all applicable state and federal requirements; provided that payment of funds to the Grantee shall not be construed as a waiver of any past, present or future right, claim or cause of action related to the performance of this agreement or any applicable state or federal law.



**MAINE  
LABPACK**

163 Thadeus Street, South Portland, ME 04106

## ESTIMATE

DATE	ESTIMATE #
3/25/2025	ECC032526

NAME / ADDRESS
AMHERST DEPT. OF PUBLIC WORKS 22 DODGE ROAD AMHERST, NH 03031 ATTN: RICHARD KEYES

QTY	DESCRIPTION	COST	TOTAL
5	55 GALLON DRUMS OF OILY WATER MIXTURE FOR TREATMENT	308.00	1,540.00
	TRANSPORTATION	375.00	375.00
3	D.O.T RATED DRUMS DROPPED OFF FOR WASTE CONSOLIDATION	75.00	225.00
2,140	18% EIS FEE- (Energy, Insurance, and Security)	0.18	385.20
THANK YOU FOR YOUR INTEREST IN DOING BUSINESS.		<b>Total</b>	\$2,525.20

CREDIT CARD PAYMENTS WILL BE ASSESSED A SERVICE FEE OF 5%

PAYMENT TERMS: Invoices shall be payable according to terms. Maine Labpack, Inc. may suspend services under this agreement, without liability, until all past due amounts have been paid. All outstanding balances remaining unpaid thirty (30) days after the invoice date shall be subject to interest at the rate of 1.5 percent per month, or the maximum permissible under applicable law, whichever is less, starting from the invoice date and continuing until paid in full. If attorney or collection services are required to collect an outstanding balance, in addition to principal and interest already owed, Customer would be liable for attorney fees, collection expenses, and court costs incurred by Maine Labpack, Inc. in collecting this outstanding balance.



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

**Title:** Mutual Aid Assistance Agreement-  
Building Inspector/Code Enforcement

**Department:** Community Development  
Office

**Meeting Date:** May 12, 2025

**Staff Contact:** Kristy Jobin

---

### **BACKGROUND INFORMATION:**

I am requesting that the Board approve the renewal of the Mutual Aid and Assistance Agreement between the Towns of Amherst and Milford for building inspection and code enforcement services. This agreement has been in place in the past but has since expired. Reestablishing this partnership will help ensure continuity of service and minimize delays in inspections when an inspector is unavailable due to illness, vacation, or other scheduling conflicts.

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

I recommend that the Board approves the Mutual Aid Agreement between Amherst and Milford.

### **SUGGESTED MOTION:**

I move that the Board of Selectmen approve the Mutual Aid and Assistance Agreement between the Town of Amherst and the Town of Milford for building inspection and code enforcement services as presented.

### **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. 05052025 Mutual Aid and Assistance Agreement Building Inspector FINAL

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

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

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

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

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

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

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

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

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

- A. Unless otherwise provided, the duration of Provider's assistance shall be presumed to be for an initial period of one week. Thereafter, assistance may be extended as the situation warrants for periods mutually agreed upon by the towns.

- B. As noted previously, Provider's personnel, equipment or other resources shall remain subject to recall by the Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notice to Recipient of its intent to terminate portions or all assistance, unless such notice is not practicable, in which case, as much notice as is reasonable under the circumstances shall be provided.

## **SECTION II: COST DOCUMENTATION**

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

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

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

## **SECTION IV: COMPLIANCE WITH R.S.A. 53-A:3**

- A. The duration of this Agreement is two years. It may be renewed by mutual agreement of all parties, under such terms as all parties may agree upon.
- B. There is no separate legal entity, or organization being established. The Towns are interested in formally sharing existing building inspector and code enforcement personnel and other resources, and seek to establish the framework to accomplish that.
- C. The purpose of the Mutual Aid Agreement is to formally allow the Building Inspectors of the Town of Milford and the Town of Amherst to fill in for each other as may be needed within the jurisdictions of Milford and Amherst, to ensure the two communities building inspection and code enforcement functions are covered during times of prolonged illness; vacations; extended leaves, etc.
- D. The financing of the existing building inspection/code enforcement functions are handled individually within the operating budgets of the Towns of Milford and Amherst. This will not change under this Agreement. The Mutual Aid Agreement provides a framework for reimbursement of expenses for services provided by one community to another.

- E. By written notice from one governing board to another, this Agreement may be terminated with 30 days' notice. There will be no jointly owned property, so there will be no property to be disposed of should the agreement be terminated. Upon termination, the only obligation will be for each town to pay for any services provided or expenses incurred prior to the termination date.
- F. This Mutual Aid Agreement shall be administered by the governing boards of Milford and Amherst, or their designees. The agreement specifies that the Milford and Amherst Boards of Selectmen designate their respective Town Administrator as the administrator responsible for day-to-day oversight of the Agreement.
- G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Milford and Amherst as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Milford or the Town of Amherst.

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

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

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

## **SECTION VI: IMMUNITY**

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

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

Each party (as indemnitor) agrees to protect, defend, indemnify, and hold harmless the other party (as indemnitee), and its officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessment, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what

amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

## **SECTION VIII: COMMUNICATION PROTOCOLS**

### **A. Requesting Aid and Assistance:**

All requests for building inspection or code enforcement assistance under this Agreement shall be made by the Town Administrator or Community Development Director (or their designee) of the Recipient community to their counterpart in the Provider community. Requests should include the nature of the assistance needed, anticipated duration, location, and any relevant scheduling or logistical considerations.

### **B. Method of Communication:**

Requests and confirmations may be made verbally or in writing. However, a written follow-up by email or memo shall be provided by the Recipient within 24 hours of a verbal request, confirming the details of the aid requested and agreed upon.

### **C. Scheduling and Coordination:**

The parties agree to coordinate schedules in good faith to accommodate the operational needs of both municipalities. Provider shall communicate in advance any known scheduling limitations or constraints that may affect availability.

## **SECTION IX: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the governing boards of the Towns of Milford and Amherst and upon proper execution hereof. This agreement shall remain in effect for two years from its execution and shall automatically renew for successive two-year terms unless either party provides written notice of its intent not to renew at least 60 days prior to the expiration of the then-current term. The agreement may also be renewed or amended at any time by joint action of the two governing boards.

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

---

---

---

---

---

TOWN OF MILFORD BOARD OF SELECTMEN

Witness:

---

---

---

---

---

---

TOWN OF AMHERST BOARD OF SELECTMEN

Witness:

---

## Appendix A – Administrative and Operational Contacts

Mutual Aid and Assistance Agreement for Building Inspection and Code Enforcement Services

Between the Towns of Milford and Amherst

### I. Administrative Contacts

Amherst	Lincoln Daley	Town Administrator	<a href="mailto:LDaley@Amherstnh.gov">LDaley@Amherstnh.gov</a>	603-673-6041 Ext. 209
Milford	TBD	Town Administrator		

### II. Operational Contacts – Community Development / Inspection Services

Amherst	Kristy Jobin	Director of Community Development	<a href="mailto:KJobin@Amherstnh.gov">KJobin@Amherstnh.gov</a>	603-673-6041 Ext. 204
Amherst	Bob Clark	Building Inspector/Code Enforcement	<a href="mailto:BClark@Amherstnh.gov">BClark@Amherstnh.gov</a>	603-673-6041 Ext. 214
Milford	Camille Pattison	Director of Community Development	<a href="mailto:cpattison@milford.nh.gov">cpattison@milford.nh.gov</a>	603-249-0620
Milford	Jamie Ramsay	Building Inspector/Code Enforcement	<a href="mailto:JRamsay@milford.nh.gov">JRamsay@milford.nh.gov</a>	603-249-0620

### III. Emergency Contact Numbers (After Hours, if applicable)

Amherst	Police Dispatch	<a href="tel:(603)673-4900">(603) 673-4900</a>	For emergency contacts/alerts
Milford	Police Dispatch	<a href="tel:(603)673-7742">(603) 673-7742</a>	For emergency contacts/alerts

Note: This appendix may be amended administratively without requiring formal re-adoption of the Agreement, provided both parties acknowledge the changes in writing.



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Budget to Actual as of 4/30/25

**Department:** Finance Department

**Meeting Date:** May 12, 2025

**Staff Contact:** Debbie Bender

---

## **BACKGROUND INFORMATION:**

The attached Budget to Actual report through April 2025 shows that we have about 25% or \$4,220,000 available in the FY25 budget. We still have approximately \$1,400,000 in payroll expenses that will be recorded in May & June. Also, the vendor check run this week was about \$250,000 in expenses that will be in the next report.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. FY25 Budget Status as of 04-30-2025

# General Ledger

## Budget Status



User: dbender  
Printed: 5/8/2025 - 12:35 PM  
Account: From 01-4130-00-0000 To 01-4721-99-9999  
Period: 1 to 10, 2025  
Include: Revenue and Expense

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 01	General Fund							
Dept 01-4130	Executive							
E01	General Government							
01-4130-10-1110	EXEC - Wages, Full Time	201,400.00	175,416.39	175,416.39	25,983.61	0.00	25,983.61	12.90
01-4130-10-1115	Wages, Part Time Permanent	4,500.00	3,462.34	3,462.34	1,037.66	0.00	1,037.66	23.06
01-4130-10-1130	Elected Officials	23,400.00	21,297.77	21,297.77	2,102.23	0.00	2,102.23	8.98
01-4130-10-1131	Moderator Wages	1,600.00	0.00	0.00	1,600.00	0.00	1,600.00	100.00
01-4130-10-1140	Overtime	1,500.00	5,421.79	5,421.79	-3,921.79	0.00	-3,921.79	0.00
01-4130-20-1210	Health Insurance	41,390.00	31,535.27	31,535.27	9,854.73	0.00	9,854.73	23.81
01-4130-20-1211	Dental Insurance	2,900.00	2,258.15	2,258.15	641.85	0.00	641.85	22.13
01-4130-20-1220	Social Security	17,000.00	13,983.56	13,983.56	3,016.44	0.00	3,016.44	17.74
01-4130-20-1225	Medicare	3,900.00	3,283.95	3,283.95	616.05	0.00	616.05	15.80
01-4130-20-1229	HSA - Town Contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4130-20-1230	Deferred Compensation	9,870.00	4,550.28	4,550.28	5,319.72	0.00	5,319.72	53.90
01-4130-20-1234	Group I - ER NHRS - Executive	8,180.00	12,843.54	12,843.54	-4,663.54	0.00	-4,663.54	0.00
01-4130-20-1266	Sick Leave Incentive	4,400.00	6,772.74	6,772.74	-2,372.74	0.00	-2,372.74	0.00
01-4130-20-1290	Longevity	500.00	1,039.84	1,039.84	-539.84	0.00	-539.84	0.00
01-4130-20-1294	Educat & Training/Prof Dev.	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	100.00
01-4130-30-2335	Records Retention	2,000.00	1,855.99	1,855.99	144.01	0.00	144.01	7.20
01-4130-30-2341	Telephone	8,250.00	6,963.56	6,963.56	1,286.44	0.00	1,286.44	15.59
01-4130-30-2342	Cable Access	21,750.00	10,106.97	10,106.97	11,643.03	0.00	11,643.03	53.53
01-4130-30-2343	Internet Service	3,100.00	2,079.30	2,079.30	1,020.70	0.00	1,020.70	32.93
01-4130-30-2374	Custodian	8,100.00	9,066.00	9,066.00	-966.00	0.00	-966.00	0.00
01-4130-30-2381	Outside Hire - Background	2,000.00	6,526.20	6,526.20	-4,526.20	0.00	-4,526.20	0.00
01-4130-30-2392	Outside Hire - Web Site	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
01-4130-30-2395	Outside Hire IT	115,000.00	100,263.19	100,263.19	14,736.81	0.00	14,736.81	12.81
01-4130-40-2410	Electricity	13,200.00	12,541.18	12,541.18	658.82	0.00	658.82	4.99
01-4130-40-2411	Heat	9,400.00	5,415.01	5,415.01	3,984.99	0.00	3,984.99	42.39
01-4130-40-2412	Water	4,700.00	1,406.03	1,406.03	3,293.97	0.00	3,293.97	70.08
01-4130-40-2430	Equipment Repair & Maintenance	100.00	0.00	0.00	100.00	0.00	100.00	100.00
01-4130-50-2550	Printing	4,400.00	4,008.79	4,008.79	391.21	0.00	391.21	8.89
01-4130-50-2551	Advertising	1,500.00	905.49	905.49	594.51	0.00	594.51	39.63
01-4130-50-2552	Town Report	2,300.00	3,731.00	3,731.00	-1,431.00	0.00	-1,431.00	0.00
01-4130-50-2553	Record Binding	200.00	1,050.00	1,050.00	-850.00	0.00	-850.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4130-50-2560	Dues & Subscriptions	13,900.00	14,050.73	14,050.73	-150.73	0.00	-150.73	0.00
01-4130-50-2565	Software Licenses	6,900.00	11,961.22	11,961.22	-5,061.22	0.00	-5,061.22	0.00
01-4130-50-2581	Travel (Convention Hotels)	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4130-60-2620	Office Supplies	1,600.00	2,844.52	2,844.52	-1,244.52	0.00	-1,244.52	0.00
01-4130-60-2621	Computer Equipment	2,000.00	2,622.84	2,622.84	-622.84	0.00	-622.84	0.00
01-4130-60-2625	Postage	1,000.00	678.59	678.59	321.41	0.00	321.41	32.14
01-4130-80-2618	Special Events & Supplies	1,000.00	1,031.42	1,031.42	-31.42	0.00	-31.42	0.00
01-4130-80-2762	Equipment Lease Payment	3,500.00	4,583.82	4,583.82	-1,083.82	0.00	-1,083.82	0.00
01-4130-80-2820	Mileage	300.00	144.05	144.05	155.95	0.00	155.95	51.98
01-4130-80-2825	Meetings & Conferences	1,000.00	900.62	900.62	99.38	0.00	99.38	9.94
	E01 Sub Totals:	554,240.00	486,602.14	486,602.14	67,637.86	0.00	67,637.86	12.20
	Expense Sub Totals:	554,240.00	486,602.14	486,602.14	67,637.86	0.00	67,637.86	12.20
	Dept 4130 Sub Totals:	554,240.00	486,602.14	486,602.14	67,637.86	0.00		
Dept 01-4140	Election, Reg & Vital Stats							
E01	General Government							
01-4140-10-1110	Town Clerk Wages	79,300.00	59,487.57	59,487.57	19,812.43	0.00	19,812.43	24.98
01-4140-10-1111	Full Time Wages	66,500.00	53,702.94	53,702.94	12,797.06	0.00	12,797.06	19.24
01-4140-10-1115	Part Time Wages-Town Clerk	27,000.00	21,611.54	21,611.54	5,388.46	0.00	5,388.46	19.96
01-4140-10-1130	Supervisor Of Check List, Wages	2,500.00	4,977.63	4,977.63	-2,477.63	0.00	-2,477.63	0.00
01-4140-10-1140	Overtime Town Clerk	500.00	1,402.25	1,402.25	-902.25	0.00	-902.25	0.00
01-4140-20-1210	Health Insurance	47,100.00	38,503.50	38,503.50	8,596.50	0.00	8,596.50	18.25
01-4140-20-1211	Dental Insurance	1,650.00	1,273.65	1,273.65	376.35	0.00	376.35	22.81
01-4140-20-1220	Social Security	10,900.00	9,156.51	9,156.51	1,743.49	0.00	1,743.49	16.00
01-4140-20-1225	Medicare	2,550.00	2,141.46	2,141.46	408.54	0.00	408.54	16.02
01-4140-20-1230	Deferred Compensation	7,150.00	7,262.50	7,262.50	-112.50	0.00	-112.50	0.00
01-4140-20-1234	Group I - ER NHRS - TwnClrk	5,920.00	1,729.70	1,729.70	4,190.30	0.00	4,190.30	70.78
01-4140-20-1266	Sick Leave Incentive	1,500.00	961.05	961.05	538.95	0.00	538.95	35.93
01-4140-20-1290	Longevity	2,000.00	3,500.00	3,500.00	-1,500.00	0.00	-1,500.00	0.00
01-4140-50-2551	Advertising	200.00	0.00	0.00	200.00	0.00	200.00	100.00
01-4140-50-2562	Ballot Machine Programing	5,000.00	8,877.70	8,877.70	-3,877.70	0.00	-3,877.70	0.00
01-4140-50-2565	Software Licenses	8,500.00	8,324.45	8,324.45	175.55	0.00	175.55	2.07
01-4140-60-2610	Supplies - General	3,000.00	4,298.40	4,298.40	-1,298.40	0.00	-1,298.40	0.00
01-4140-60-2620	Office Supplies	3,000.00	1,480.64	1,480.64	1,519.36	0.00	1,519.36	50.65
01-4140-60-2621	Computer Equipment	1,400.00	0.00	0.00	1,400.00	0.00	1,400.00	100.00
01-4140-60-2625	Postage	4,500.00	4,437.31	4,437.31	62.69	0.00	62.69	1.39
01-4140-80-2612	Equipment Purchases	100.00	0.00	0.00	100.00	0.00	100.00	100.00
01-4140-80-2820	Mileage	200.00	0.00	0.00	200.00	0.00	200.00	100.00
01-4140-80-2825	Meetings & Conferences	850.00	844.99	844.99	5.01	0.00	5.01	0.59
	E01 Sub Totals:	281,320.00	233,973.79	233,973.79	47,346.21	0.00	47,346.21	16.83

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	281,320.00	233,973.79	233,973.79	47,346.21	0.00	47,346.21	16.83
	Dept 4140 Sub Totals:	281,320.00	233,973.79	233,973.79	47,346.21	0.00		
Dept 01-4150	Financial Administration							
E01	General Government							
01-4150-10-1110	Accounting Wages	236,200.00	184,493.58	184,493.58	51,706.42	0.00	51,706.42	21.89
01-4150-10-1115	Part Time Accounting	0.00	1,140.90	1,140.90	-1,140.90	0.00	-1,140.90	0.00
01-4150-10-1130	Treasurer Wages	7,500.00	6,269.76	6,269.76	1,230.24	0.00	1,230.24	16.40
01-4150-20-1210	Health Insurance	105,150.00	66,104.64	66,104.64	39,045.36	0.00	39,045.36	37.13
01-4150-20-1211	Dental Insurance	3,350.00	3,187.38	3,187.38	162.62	0.00	162.62	4.85
01-4150-20-1220	Social Security	15,200.00	12,207.62	12,207.62	2,992.38	0.00	2,992.38	19.69
01-4150-20-1225	Medicare	3,540.00	2,854.97	2,854.97	685.03	0.00	685.03	19.35
01-4150-20-1230	Deferred Compensation	11,580.00	3,923.37	3,923.37	7,656.63	0.00	7,656.63	66.12
01-4150-20-1234	Group I - ER NHRS - Finance	9,590.00	18,285.24	18,285.24	-8,695.24	0.00	-8,695.24	0.00
01-4150-20-1266	Sick Leave Incentive	2,000.00	585.60	585.60	1,414.40	0.00	1,414.40	70.72
01-4150-20-1294	Educat & Training/Prof Dev.	2,500.00	100.00	100.00	2,400.00	0.00	2,400.00	96.00
01-4150-30-2301	Auditing	25,000.00	27,650.00	27,650.00	-2,650.00	0.00	-2,650.00	0.00
01-4150-50-2560	Dues & Subscriptions	200.00	105.00	105.00	95.00	0.00	95.00	47.50
01-4150-50-2561	Bank Fees & Misc	15,000.00	10,625.27	10,625.27	4,374.73	0.00	4,374.73	29.16
01-4150-50-2565	Software Licenses	55,000.00	15,381.13	15,381.13	39,618.87	0.00	39,618.87	72.03
01-4150-60-2620	Office Supplies	3,500.00	3,438.36	3,438.36	61.64	0.00	61.64	1.76
01-4150-60-2621	Computer Equipment	1,400.00	0.00	0.00	1,400.00	0.00	1,400.00	100.00
01-4150-60-2625	Finance - Postage	1,600.00	1,509.72	1,509.72	90.28	0.00	90.28	5.64
01-4150-80-2820	Mileage	200.00	0.00	0.00	200.00	0.00	200.00	100.00
	E01 Sub Totals:	498,510.00	357,862.54	357,862.54	140,647.46	0.00	140,647.46	28.21
	Expense Sub Totals:	498,510.00	357,862.54	357,862.54	140,647.46	0.00	140,647.46	28.21
	Dept 4150 Sub Totals:	498,510.00	357,862.54	357,862.54	140,647.46	0.00		
Dept 01-4151	Tax Collecting							
E01	General Government							
01-4151-10-1110	Tax Collector Wages	79,300.00	76,041.40	76,041.40	3,258.60	0.00	3,258.60	4.11
01-4151-10-1140	Overtime Tax	4,000.00	1,095.01	1,095.01	2,904.99	0.00	2,904.99	72.62
01-4151-20-1210	Health Insurance	31,390.00	22,973.30	22,973.30	8,416.70	0.00	8,416.70	26.81
01-4151-20-1211	Dental Insurance	1,040.00	825.67	825.67	214.33	0.00	214.33	20.61
01-4151-20-1220	Social Security	5,170.00	5,318.39	5,318.39	-148.39	0.00	-148.39	0.00
01-4151-20-1225	Medicare	1,210.00	1,243.79	1,243.79	-33.79	0.00	-33.79	0.00
01-4151-20-1229	HSA - Town Contribution	0.00	1,144.00	1,144.00	-1,144.00	0.00	-1,144.00	0.00
01-4151-20-1230	Deferred Compensation	3,890.00	3,477.93	3,477.93	412.07	0.00	412.07	10.59
01-4151-20-1234	Group I - ER NHRS - Tax	3,220.00	3,710.61	3,710.61	-490.61	0.00	-490.61	0.00
01-4151-20-1266	Sick Leave Incentive	1,800.00	4,824.06	4,824.06	-3,024.06	0.00	-3,024.06	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4151-20-1290	Longevity	1,250.00	2,105.47	2,105.47	-855.47	0.00	-855.47	0.00
01-4151-20-1294	Educat & Training/Prof Dev.	600.00	718.38	718.38	-118.38	0.00	-118.38	0.00
01-4151-30-2340	Banking Services (Lockbox)	3,500.00	4,271.36	4,271.36	-771.36	0.00	-771.36	0.00
01-4151-30-2391	Registry Fees	550.00	102.87	102.87	447.13	0.00	447.13	81.30
01-4151-30-2393	Tax Lien & Deed Researach	1,700.00	198.20	198.20	1,501.80	0.00	1,501.80	88.34
01-4151-50-2560	Dues & Subscriptions	60.00	20.00	20.00	40.00	0.00	40.00	66.67
01-4151-50-2565	Software Licenses	3,700.00	3,640.00	3,640.00	60.00	0.00	60.00	1.62
01-4151-60-2620	Office Supplies	2,900.00	775.34	775.34	2,124.66	0.00	2,124.66	73.26
01-4151-60-2625	Postage	7,750.00	5,008.39	5,008.39	2,741.61	0.00	2,741.61	35.38
01-4151-80-2621	Computer Equipment	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
01-4151-80-2820	Mileage	200.00	143.25	143.25	56.75	0.00	56.75	28.38
	E01 Sub Totals:	154,430.00	137,637.42	137,637.42	16,792.58	0.00	16,792.58	10.87
	Expense Sub Totals:	154,430.00	137,637.42	137,637.42	16,792.58	0.00	16,792.58	10.87
	Dept 4151 Sub Totals:	154,430.00	137,637.42	137,637.42	16,792.58	0.00		
Dept 01-4152	Property Assessment & Revals							
E01	General Government							
01-4152-10-1110	Assessing Wages	72,000.00	43,826.54	43,826.54	28,173.46	0.00	28,173.46	39.13
01-4152-10-1111	Assessing Stipend	8,280.00	5,923.12	5,923.12	2,356.88	0.00	2,356.88	28.46
01-4152-10-1140	Overtime Assessing	100.00	51.92	51.92	48.08	0.00	48.08	48.08
01-4152-20-1210	Health Insurance	15,710.00	13,416.07	13,416.07	2,293.93	0.00	2,293.93	14.60
01-4152-20-1211	Dental Insurance	570.00	452.39	452.39	117.61	0.00	117.61	20.63
01-4152-20-1220	Social Security	4,470.00	3,589.78	3,589.78	880.22	0.00	880.22	19.69
01-4152-20-1225	Medicare	1,050.00	839.52	839.52	210.48	0.00	210.48	20.05
01-4152-20-1230	Deferred Compensation	3,940.00	3,501.04	3,501.04	438.96	0.00	438.96	11.14
01-4152-20-1234	Group I - ER NHRS - Assessing	3,260.00	0.00	0.00	3,260.00	0.00	3,260.00	100.00
01-4152-20-1266	Sick Leave Incentive	1,100.00	57.68	57.68	1,042.32	0.00	1,042.32	94.76
01-4152-20-1290	Longevity	1,250.00	2,000.00	2,000.00	-750.00	0.00	-750.00	0.00
01-4152-20-1294	Educat & Training/Prof Dev.	300.00	0.00	0.00	300.00	0.00	300.00	100.00
01-4152-30-2382	Outside Hire - Professional Srves	91,000.00	52,075.75	52,075.75	38,924.25	0.00	38,924.25	42.77
01-4152-30-2391	Registry Fees	250.00	162.00	162.00	88.00	0.00	88.00	35.20
01-4152-30-2394	Tax Maps	200.00	0.00	0.00	200.00	0.00	200.00	100.00
01-4152-50-2560	Dues & Subscriptions	60.00	20.00	20.00	40.00	0.00	40.00	66.67
01-4152-50-2565	Software License	13,500.00	15,064.00	15,064.00	-1,564.00	0.00	-1,564.00	0.00
01-4152-60-2620	Office Supplies	450.00	303.42	303.42	146.58	0.00	146.58	32.57
01-4152-60-2621	Computer Equipment	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
01-4152-60-2625	Postage	500.00	154.36	154.36	345.64	0.00	345.64	69.13
01-4152-80-2820	Mileage	150.00	0.00	0.00	150.00	0.00	150.00	100.00
	E01 Sub Totals:	219,340.00	141,437.59	141,437.59	77,902.41	0.00	77,902.41	35.52

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-4153 E01 01-4153-30-2320	Expense Sub Totals:	219,340.00	141,437.59	141,437.59	77,902.41	0.00	77,902.41	35.52
	Dept 4152 Sub Totals:	219,340.00	141,437.59	141,437.59	77,902.41	0.00		
	Legal Expense							
	General Government							
	Town Counsel	70,000.00	98,751.10	98,751.10	-28,751.10	0.00	-28,751.10	0.00
	E01 Sub Totals:	70,000.00	98,751.10	98,751.10	-28,751.10	0.00	-28,751.10	0.00
	Expense Sub Totals:	70,000.00	98,751.10	98,751.10	-28,751.10	0.00	-28,751.10	0.00
	Dept 4153 Sub Totals:	70,000.00	98,751.10	98,751.10	-28,751.10	0.00		
	Personnel Administration							
	General Government							
01-4155-20-1214	Short Term Disability Insurance	26,000.00	26,864.90	26,864.90	-864.90	0.00	-864.90	0.00
01-4155-20-1215	Life and Disability Insurance	19,000.00	15,527.42	15,527.42	3,472.58	0.00	3,472.58	18.28
01-4155-20-1250	NH Unemployment	4,970.00	4,481.00	4,481.00	489.00	0.00	489.00	9.84
01-4155-20-1260	Workers Comp Insurance	193,610.00	193,601.00	193,601.00	9.00	0.00	9.00	0.00
01-4155-20-1280	Health Reimbursement Account	11,000.00	0.00	0.00	11,000.00	0.00	11,000.00	100.00
	E01 Sub Totals:	254,580.00	240,474.32	240,474.32	14,105.68	0.00	14,105.68	5.54
	Expense Sub Totals:	254,580.00	240,474.32	240,474.32	14,105.68	0.00	14,105.68	5.54
	Dept 4155 Sub Totals:	254,580.00	240,474.32	240,474.32	14,105.68	0.00		
Dept 01-4191 E01	Planning Department							
	General Government							
01-4191-10-1115	Planning Board Part Time Wages	4,000.00	2,512.58	2,512.58	1,487.42	0.00	1,487.42	37.19
01-4191-20-1220	Social Security	250.00	157.48	157.48	92.52	0.00	92.52	37.01
01-4191-20-1225	Medicare	60.00	36.82	36.82	23.18	0.00	23.18	38.63
01-4191-30-2381	Outside Hire - Prof Serv	25,500.00	10,922.90	10,922.90	14,577.10	0.00	14,577.10	57.17
01-4191-30-2430	Equipment Repair & Maintenance	800.00	750.00	750.00	50.00	0.00	50.00	6.25
01-4191-50-2550	Printing	100.00	171.50	171.50	-71.50	0.00	-71.50	0.00
01-4191-50-2551	Advertising	500.00	214.20	214.20	285.80	0.00	285.80	57.16
01-4191-50-2555	Master Plan	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4191-50-2560	Dues & Fees	10,400.00	10,389.00	10,389.00	11.00	0.00	11.00	0.11
01-4191-60-2620	Office Supplies	1,500.00	1,790.41	1,790.41	-290.41	0.00	-290.41	0.00
01-4191-60-2625	Postage	3,000.00	2,465.68	2,465.68	534.32	0.00	534.32	17.81
	E01 Sub Totals:	46,110.00	29,410.57	29,410.57	16,699.43	0.00	16,699.43	36.22

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Expense Sub Totals:	46,110.00	29,410.57	29,410.57	16,699.43	0.00	16,699.43	36.22
	Dept 4191 Sub Totals:	46,110.00	29,410.57	29,410.57	16,699.43	0.00		
Dept 01-4192	Zoning Department							
E01	General Government							
01-4192-10-1110	Zoning Full Time Wages	330,000.00	210,226.90	210,226.90	119,773.10	0.00	119,773.10	36.29
01-4192-10-1115	Part Time Wages	2,300.00	6,370.16	6,370.16	-4,070.16	0.00	-4,070.16	0.00
01-4192-10-1140	Overtime	700.00	0.00	0.00	700.00	0.00	700.00	100.00
01-4192-20-1210	Health Insurance	112,650.00	55,796.97	55,796.97	56,853.03	0.00	56,853.03	50.47
01-4192-20-1211	Dental Insurance	5,200.00	2,880.83	2,880.83	2,319.17	0.00	2,319.17	44.60
01-4192-20-1220	Social Security	19,770.00	13,891.28	13,891.28	5,878.72	0.00	5,878.72	29.74
01-4192-20-1225	Medicare	4,620.00	3,248.86	3,248.86	1,371.14	0.00	1,371.14	29.68
01-4192-20-1229	HSA - Town Contribution	0.00	2,385.53	2,385.53	-2,385.53	0.00	-2,385.53	0.00
01-4192-20-1230	Deferred Compensation	16,170.00	3,724.68	3,724.68	12,445.32	0.00	12,445.32	76.97
01-4192-20-1234	Group I - ER NHRS - Planning	13,400.00	10,511.97	10,511.97	2,888.03	0.00	2,888.03	21.55
01-4192-20-1266	Sick Leave Incentive	3,400.00	6,900.64	6,900.64	-3,500.64	0.00	-3,500.64	0.00
01-4192-20-1290	Longevity	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4192-20-1294	Educate & Training/Prof Dev.	4,300.00	2,679.48	2,679.48	1,620.52	0.00	1,620.52	37.69
01-4192-30-2341	Telephone	3,600.00	2,897.44	2,897.44	702.56	0.00	702.56	19.52
01-4192-30-2382	Outside Hire-Professional Srvc	14,000.00	6,232.97	6,232.97	7,767.03	0.00	7,767.03	55.48
01-4192-40-2425	Vehicle Repairs	500.00	53.99	53.99	446.01	0.00	446.01	89.20
01-4192-50-2550	Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4192-50-2551	Advertising	1,300.00	846.76	846.76	453.24	0.00	453.24	34.86
01-4192-50-2560	Dues & Subscriptions	1,100.00	765.12	765.12	334.88	0.00	334.88	30.44
01-4192-50-2565	Software License	15,000.00	14,104.43	14,104.43	895.57	0.00	895.57	5.97
01-4192-50-2615	Uniforms	150.00	0.00	0.00	150.00	0.00	150.00	100.00
01-4192-60-2620	Office Supplies	350.00	812.02	812.02	-462.02	0.00	-462.02	0.00
01-4192-60-2635	Gasoline	400.00	401.27	401.27	-1.27	0.00	-1.27	0.00
01-4192-80-2621	Computer Equipment	1,000.00	454.25	454.25	545.75	0.00	545.75	54.58
01-4192-80-2820	Mileage	50.00	661.43	661.43	-611.43	0.00	-611.43	0.00
	E01 Sub Totals:	550,460.00	345,846.98	345,846.98	204,613.02	0.00	204,613.02	37.17
	Expense Sub Totals:	550,460.00	345,846.98	345,846.98	204,613.02	0.00	204,613.02	37.17
	Dept 4192 Sub Totals:	550,460.00	345,846.98	345,846.98	204,613.02	0.00		
Dept 01-4194	General Government Buildings							
E01	General Government							
01-4194-10-1110	Full Time Wages - Buildings	147,200.00	100,167.77	100,167.77	47,032.23	0.00	47,032.23	31.95
01-4194-10-1140	Overtime -Building	2,600.00	5,751.07	5,751.07	-3,151.07	0.00	-3,151.07	0.00
01-4194-20-1210	Health Insurance	62,780.00	33,561.85	33,561.85	29,218.15	0.00	29,218.15	46.54
01-4194-20-1211	Dental Insurance	2,000.00	1,258.85	1,258.85	741.15	0.00	741.15	37.06

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4194-20-1220	Social Security	9,290.00	7,324.39	7,324.39	1,965.61	0.00	1,965.61	21.16
01-4194-20-1225	Medicare	2,170.00	1,712.97	1,712.97	457.03	0.00	457.03	21.06
01-4194-20-1230	Deferred Compensation	7,220.00	6,703.72	6,703.72	516.28	0.00	516.28	7.15
01-4194-20-1234	Group I - ER NHRS - Building	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
01-4194-20-1266	Sick Leave Incentive	1,800.00	3,811.91	3,811.91	-2,011.91	0.00	-2,011.91	0.00
01-4194-20-1290	Longevity	2,250.00	3,639.06	3,639.06	-1,389.06	0.00	-1,389.06	0.00
01-4194-30-2397	Town Clocks	1,000.00	375.00	375.00	625.00	0.00	625.00	62.50
01-4194-40-2430	Equipment Repair & Maintenance	0.00	812.91	812.91	-812.91	0.00	-812.91	0.00
01-4194-40-2431	Facility Maintenance/Repairs	120,000.00	96,198.79	96,198.79	23,801.21	0.00	23,801.21	19.83
01-4194-40-2433	Alarms	9,000.00	15,474.92	15,474.92	-6,474.92	0.00	-6,474.92	0.00
01-4194-40-2434	Common Lighting	900.00	464.32	464.32	435.68	0.00	435.68	48.41
01-4194-40-2451	Outside Hire	22,000.00	6,546.44	6,546.44	15,453.56	0.00	15,453.56	70.24
01-4194-50-2545	Trash Removal	2,000.00	1,215.00	1,215.00	785.00	0.00	785.00	39.25
01-4194-50-2565	DPW - Software Licenses	0.00	282.80	282.80	-282.80	0.00	-282.80	0.00
01-4194-60-2630	Maintenance Supplies	7,000.00	5,940.28	5,940.28	1,059.72	0.00	1,059.72	15.14
	E01 Sub Totals:	405,210.00	291,242.05	291,242.05	113,967.95	0.00	113,967.95	28.13
	Expense Sub Totals:	405,210.00	291,242.05	291,242.05	113,967.95	0.00	113,967.95	28.13
	Dept 4194 Sub Totals:	405,210.00	291,242.05	291,242.05	113,967.95	0.00		
Dept 01-4195	Cemeteries							
E01	General Government							
01-4195-10-1110	Wages, Cemetery	6,000.00	5,311.85	5,311.85	688.15	0.00	688.15	11.47
01-4195-10-1115	Part Time Wages-Cemetery	7,400.00	3,412.54	3,412.54	3,987.46	0.00	3,987.46	53.88
01-4195-10-1140	Overtime - Cemetery	750.00	140.10	140.10	609.90	0.00	609.90	81.32
01-4195-20-1210	Health Insurance	0.00	445.75	445.75	-445.75	0.00	-445.75	0.00
01-4195-20-1211	Dental Insurance	0.00	32.19	32.19	-32.19	0.00	-32.19	0.00
01-4195-20-1220	Social Security	900.00	578.20	578.20	321.80	0.00	321.80	35.76
01-4195-20-1225	Medicare	210.00	135.20	135.20	74.80	0.00	74.80	35.62
01-4195-20-1229	HSA - Town Contribution	0.00	3.81	3.81	-3.81	0.00	-3.81	0.00
01-4195-20-1230	Deferred Compensation	300.00	364.16	364.16	-64.16	0.00	-64.16	0.00
01-4195-20-1234	Group I - ER NHRS - Cemetery	250.00	24.80	24.80	225.20	0.00	225.20	90.08
01-4195-40-2410	Electricity - Cemetery	1,100.00	665.62	665.62	434.38	0.00	434.38	39.49
01-4195-40-2412	Water	800.00	336.69	336.69	463.31	0.00	463.31	57.91
01-4195-40-2430	Equipment Repair & Maintenance	2,500.00	608.10	608.10	1,891.90	0.00	1,891.90	75.68
01-4195-40-2432	Headstone Repair	200.00	0.00	0.00	200.00	0.00	200.00	100.00
01-4195-40-2451	Outside Hire	36,000.00	23,430.00	23,430.00	12,570.00	0.00	12,570.00	34.92
01-4195-40-2470	Tree Care	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4195-50-2560	Dues & Subscriptions	300.00	180.00	180.00	120.00	0.00	120.00	40.00
01-4195-50-2565	CEM - Software License	3,200.00	0.00	0.00	3,200.00	0.00	3,200.00	100.00
01-4195-60-2610	Supplies - General	4,500.00	267.15	267.15	4,232.85	0.00	4,232.85	94.06
01-4195-60-2613	Fertilizer & Lime	2,000.00	617.61	617.61	1,382.39	0.00	1,382.39	69.12

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4195-80-2612	Equipment Purchase	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E01 Sub Totals:	67,210.00	36,553.77	36,553.77	30,656.23	0.00	30,656.23	45.61
	Expense Sub Totals:	67,210.00	36,553.77	36,553.77	30,656.23	0.00	30,656.23	45.61
Dept 01-4196	Dept 4195 Sub Totals:	67,210.00	36,553.77	36,553.77	30,656.23	0.00		
E01	Property/Liability Insurance							
01-4196-50-2525	General Government							
01-4196-50-2529	Property/Liability Insurance	179,450.00	179,426.00	179,426.00	24.00	0.00	24.00	0.01
	Insurance Deductible	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
	E01 Sub Totals:	181,450.00	179,426.00	179,426.00	2,024.00	0.00	2,024.00	1.12
	Expense Sub Totals:	181,450.00	179,426.00	179,426.00	2,024.00	0.00	2,024.00	1.12
Dept 01-4199	Dept 4196 Sub Totals:	181,450.00	179,426.00	179,426.00	2,024.00	0.00		
E01	Other General Government							
01-4199-80-2870	General Government							
	Contingency Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 01-4210	Dept 4199 Sub Totals:	0.00	0.00	0.00	0.00	0.00		
E02	Police Department							
	Public Safety							
01-4210-10-1110	Wages Full Time Officers	1,351,700.00	948,366.74	948,366.74	403,333.26	0.00	403,333.26	29.84
01-4210-10-1111	Wages Full Time Clerical	72,000.00	58,144.82	58,144.82	13,855.18	0.00	13,855.18	19.24
01-4210-10-1112	Police Chief & Captains	335,000.00	240,728.81	240,728.81	94,271.19	0.00	94,271.19	28.14
01-4210-10-1115	Wages Part Time Officers	300.00	0.00	0.00	300.00	0.00	300.00	100.00
01-4210-10-1116	Wages Part Time Clerical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4210-10-1119	Traffic Aides-Wages	24,500.00	18,775.44	18,775.44	5,724.56	0.00	5,724.56	23.37
01-4210-10-1140	Overtime	120,000.00	129,639.59	129,639.59	-9,639.59	0.00	-9,639.59	0.00
01-4210-10-1141	Overtime-Clerical	7,000.00	6,260.90	6,260.90	739.10	0.00	739.10	10.56
01-4210-20-1210	Health Insurance	314,460.00	209,679.92	209,679.92	104,780.08	0.00	104,780.08	33.32
01-4210-20-1211	Dental Insurance	24,500.00	18,285.32	18,285.32	6,214.68	0.00	6,214.68	25.37
01-4210-20-1220	Social Security	6,300.00	5,505.56	5,505.56	794.44	0.00	794.44	12.61
01-4210-20-1225	Medicare	27,480.00	23,810.13	23,810.13	3,669.87	0.00	3,669.87	13.35
01-4210-20-1229	HSA - Town Contribution	0.00	807.87	807.87	-807.87	0.00	-807.87	0.00
01-4210-20-1230	Deferred Compensation	3,530.00	4,050.04	4,050.04	-520.04	0.00	-520.04	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4210-20-1234	Group I - ER NHRS - Police EE	2,930.00	0.00	0.00	2,930.00	0.00	2,930.00	100.00
01-4210-20-1235	Police Group II Retirement	555,350.00	448,075.86	448,075.86	107,274.14	0.00	107,274.14	19.32
01-4210-20-1240	Education Reimbursement	1,400.00	0.00	0.00	1,400.00	0.00	1,400.00	100.00
01-4210-20-1266	Sick Leave Incentive	45,500.00	19,035.74	19,035.74	26,464.26	0.00	26,464.26	58.16
01-4210-20-1269	Vacation Buyout-Union Contract	10,000.00	18,383.43	18,383.43	-8,383.43	0.00	-8,383.43	0.00
01-4210-20-1290	Longevity	15,100.00	17,834.38	17,834.38	-2,734.38	0.00	-2,734.38	0.00
01-4210-20-1294	Educat & Training/Prof Dev.	11,000.00	8,175.21	8,175.21	2,824.79	0.00	2,824.79	25.68
01-4210-20-1295	Educational Incentive	21,250.00	16,058.82	16,058.82	5,191.18	0.00	5,191.18	24.43
01-4210-30-2336	Blood Analysis	250.00	150.00	150.00	100.00	0.00	100.00	40.00
01-4210-30-2337	Crime Lab	1,200.00	588.94	588.94	611.06	0.00	611.06	50.92
01-4210-30-2341	Telephone	15,000.00	12,687.96	12,687.96	2,312.04	0.00	2,312.04	15.41
01-4210-30-2343	Internet Service	3,000.00	1,916.24	1,916.24	1,083.76	0.00	1,083.76	36.13
01-4210-30-2350	Physicals, Alcohol And Drug Testing	2,700.00	200.00	200.00	2,500.00	0.00	2,500.00	92.59
01-4210-30-2374	Custodian	16,000.00	13,050.00	13,050.00	2,950.00	0.00	2,950.00	18.44
01-4210-30-2380	Uniform Cleaning	4,800.00	2,075.25	2,075.25	2,724.75	0.00	2,724.75	56.77
01-4210-30-2382	Outside Hire - Prof Serv	73,000.00	47,730.10	47,730.10	25,269.90	0.00	25,269.90	34.62
01-4210-40-2410	Electricity	23,000.00	24,032.05	24,032.05	-1,032.05	0.00	-1,032.05	0.00
01-4210-40-2411	Heat	3,000.00	5,032.90	5,032.90	-2,032.90	0.00	-2,032.90	0.00
01-4210-40-2412	Water	2,000.00	1,548.74	1,548.74	451.26	0.00	451.26	22.56
01-4210-40-2425	Vehicle Repairs	22,000.00	5,138.27	5,138.27	16,861.73	0.00	16,861.73	76.64
01-4210-40-2429	Radio Repair	10,000.00	8,286.69	8,286.69	1,713.31	0.00	1,713.31	17.13
01-4210-40-2440	Equipment Rental	3,600.00	3,281.33	3,281.33	318.67	0.00	318.67	8.85
01-4210-40-2451	Police - Outside Hire	0.00	11,230.76	11,230.76	-11,230.76	0.00	-11,230.76	0.00
01-4210-50-2550	Printing	1,500.00	564.74	564.74	935.26	0.00	935.26	62.35
01-4210-50-2551	Advertising	500.00	56.99	56.99	443.01	0.00	443.01	88.60
01-4210-50-2560	Dues & Subscriptions	1,300.00	2,159.78	2,159.78	-859.78	0.00	-859.78	0.00
01-4210-50-2565	Software License	18,600.00	9,959.56	9,959.56	8,640.44	0.00	8,640.44	46.45
01-4210-50-2580	Public Relations	1,250.00	827.67	827.67	422.33	0.00	422.33	33.79
01-4210-60-2614	Ammunition & Supplies	7,000.00	5,531.35	5,531.35	1,468.65	0.00	1,468.65	20.98
01-4210-60-2615	Uniforms	15,000.00	14,969.99	14,969.99	30.01	0.00	30.01	0.20
01-4210-60-2620	Office Supplies	3,000.00	2,034.78	2,034.78	965.22	0.00	965.22	32.17
01-4210-60-2621	Computer Equipment	14,000.00	3,885.14	3,885.14	10,114.86	0.00	10,114.86	72.25
01-4210-60-2625	Postage	1,500.00	1,114.01	1,114.01	385.99	0.00	385.99	25.73
01-4210-60-2635	Gasoline	47,000.00	37,454.15	37,454.15	9,545.85	0.00	9,545.85	20.31
01-4210-60-2643	Body Worn Cameras	16,000.00	22,826.96	22,826.96	-6,826.96	0.00	-6,826.96	0.00
01-4210-60-2653	Tools & Equipment	2,000.00	1,105.01	1,105.01	894.99	0.00	894.99	44.75
01-4210-60-2654	Tires	10,500.00	4,312.95	4,312.95	6,187.05	0.00	6,187.05	58.92
01-4210-60-2660	Vehicle Supplies	800.00	226.61	226.61	573.39	0.00	573.39	71.67
01-4210-60-2670	Books & Periodicals (Lawbooks)	1,000.00	364.93	364.93	635.07	0.00	635.07	63.51
01-4210-70-2740	New Equipment Capital	10,000.00	9,880.75	9,880.75	119.25	0.00	119.25	1.19
01-4210-70-2750	Furniture Fixtures Office Eq.	1,000.00	36.67	36.67	963.33	0.00	963.33	96.33
01-4210-70-2760	New Vehicle Cruisers	101,200.00	97,512.87	97,512.87	3,687.13	0.00	3,687.13	3.64
01-4210-70-2761	Motorcycle Lease	4,950.00	4,938.06	4,938.06	11.94	0.00	11.94	0.24

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4210-80-2811	Prisoner Care	30.00	0.00	0.00	30.00	0.00	30.00	100.00
01-4210-80-2825	Meetings & Conferences	1,500.00	1,025.50	1,025.50	474.50	0.00	474.50	31.63
	E02 Sub Totals:	3,388,480.00	2,549,356.28	2,549,356.28	839,123.72	0.00	839,123.72	24.76
	Expense Sub Totals:	3,388,480.00	2,549,356.28	2,549,356.28	839,123.72	0.00	839,123.72	24.76
	Dept 4210 Sub Totals:	3,388,480.00	2,549,356.28	2,549,356.28	839,123.72	0.00		
Dept 01-4215	Rescue							
E02	Public Safety							
01-4215-10-1115	EMS Part Time Wages	648,300.00	526,104.85	526,104.85	122,195.15	0.00	122,195.15	18.85
01-4215-10-1140	Overtime	10,000.00	26,391.51	26,391.51	-16,391.51	0.00	-16,391.51	0.00
01-4215-20-1220	Social Security	41,500.00	35,065.35	35,065.35	6,434.65	0.00	6,434.65	15.51
01-4215-20-1225	Medicare	9,900.00	8,200.80	8,200.80	1,699.20	0.00	1,699.20	17.16
01-4215-20-1294	Educat & Training/Prof Dev.	3,500.00	2,751.56	2,751.56	748.44	0.00	748.44	21.38
01-4215-20-1296	Supplemental Volunteer Insurance	4,000.00	3,536.00	3,536.00	464.00	0.00	464.00	11.60
01-4215-30-2305	Amb Billing Service Fee	30,800.00	27,823.93	27,823.93	2,976.07	0.00	2,976.07	9.66
01-4215-30-2341	Telephone	5,500.00	5,353.80	5,353.80	146.20	0.00	146.20	2.66
01-4215-40-2425	Vehicle Repairs	11,000.00	16,838.64	16,838.64	-5,838.64	0.00	-5,838.64	0.00
01-4215-40-2429	Radio Repair	4,000.00	1,160.00	1,160.00	2,840.00	0.00	2,840.00	71.00
01-4215-40-2430	Equipment Repair & Maintenance	4,500.00	1,002.00	1,002.00	3,498.00	0.00	3,498.00	77.73
01-4215-50-2560	Dues & Subscription	400.00	650.00	650.00	-250.00	0.00	-250.00	0.00
01-4215-60-2615	Uniforms	2,300.00	2,991.55	2,991.55	-691.55	0.00	-691.55	0.00
01-4215-60-2621	Computer Equipment	1,000.00	2,066.62	2,066.62	-1,066.62	0.00	-1,066.62	0.00
01-4215-60-2625	Postage	100.00	1.38	1.38	98.62	0.00	98.62	98.62
01-4215-60-2635	Gasoline	1,200.00	1,330.12	1,330.12	-130.12	0.00	-130.12	0.00
01-4215-60-2636	Diesel Fuel	8,000.00	2,517.78	2,517.78	5,482.22	0.00	5,482.22	68.53
01-4215-60-2680	ALS Supplies	7,200.00	8,077.93	8,077.93	-877.93	0.00	-877.93	0.00
01-4215-60-2685	Oxygen	1,400.00	1,756.56	1,756.56	-356.56	0.00	-356.56	0.00
01-4215-60-2686	BLS Supplies	7,000.00	6,347.75	6,347.75	652.25	0.00	652.25	9.32
01-4215-60-2690	Misc. Supplies	600.00	1,689.32	1,689.32	-1,089.32	0.00	-1,089.32	0.00
	E02 Sub Totals:	802,200.00	681,657.45	681,657.45	120,542.55	0.00	120,542.55	15.03
	Expense Sub Totals:	802,200.00	681,657.45	681,657.45	120,542.55	0.00	120,542.55	15.03
	Dept 4215 Sub Totals:	802,200.00	681,657.45	681,657.45	120,542.55	0.00		
Dept 01-4220	Fire							
E02	Public Safety							
01-4220-10-1110	Full Time Fire Chief Wages	117,200.00	89,875.74	89,875.74	27,324.26	0.00	27,324.26	23.31
01-4220-10-1111	FullTime Deputy/Inspctor Wages	108,900.00	176,069.08	176,069.08	-67,169.08	0.00	-67,169.08	0.00
01-4220-10-1112	FullTime Captain Wages	104,700.00	0.00	0.00	104,700.00	0.00	104,700.00	100.00
01-4220-10-1114	Part Time Mechanic	3,000.00	1,040.00	1,040.00	1,960.00	0.00	1,960.00	65.33

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4220-10-1115	Call Pay	110,000.00	24,861.72	24,861.72	85,138.28	0.00	85,138.28	77.40
01-4220-20-1210	Health Insurance	54,600.00	44,561.37	44,561.37	10,038.63	0.00	10,038.63	18.39
01-4220-20-1211	Dental Insurance	2,600.00	2,060.10	2,060.10	539.90	0.00	539.90	20.77
01-4220-20-1220	Social Security	6,820.00	1,605.91	1,605.91	5,214.09	0.00	5,214.09	76.45
01-4220-20-1225	Medicare	6,450.00	4,685.41	4,685.41	1,764.59	0.00	1,764.59	27.36
01-4220-20-1230	Deferred Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4220-20-1235	Group II Retirement-Fire	100,400.00	81,093.62	81,093.62	19,306.38	0.00	19,306.38	19.23
01-4220-20-1266	Sick Leave Incentive	8,500.00	18,317.83	18,317.83	-9,817.83	0.00	-9,817.83	0.00
01-4220-20-1290	Longevity	1,250.00	3,250.00	3,250.00	-2,000.00	0.00	-2,000.00	0.00
01-4220-20-1294	Educat & Training/Prof Dev.	5,000.00	1,111.06	1,111.06	3,888.94	0.00	3,888.94	77.78
01-4220-20-1296	Supplemental Fire Insurance	4,000.00	3,536.00	3,536.00	464.00	0.00	464.00	11.60
01-4220-30-2341	Telephone	6,600.00	6,119.59	6,119.59	480.41	0.00	480.41	7.28
01-4220-30-2343	Internet Service	3,900.00	3,062.84	3,062.84	837.16	0.00	837.16	21.47
01-4220-30-2350	Physicals, Alcohol And Drug Testing	3,500.00	649.50	649.50	2,850.50	0.00	2,850.50	81.44
01-4220-30-2374	Custodian	7,300.00	6,579.00	6,579.00	721.00	0.00	721.00	9.88
01-4220-40-2410	Electricity	10,000.00	10,345.13	10,345.13	-345.13	0.00	-345.13	0.00
01-4220-40-2411	Heat	12,000.00	7,080.02	7,080.02	4,919.98	0.00	4,919.98	41.00
01-4220-40-2412	Water	6,000.00	4,303.72	4,303.72	1,696.28	0.00	1,696.28	28.27
01-4220-40-2425	Vehicle Repairs	28,000.00	19,854.01	19,854.01	8,145.99	0.00	8,145.99	29.09
01-4220-40-2430	Equipment Repair & Maintenance	6,300.00	5,126.00	5,126.00	1,174.00	0.00	1,174.00	18.63
01-4220-50-2560	Dues & Subscriptions	6,800.00	5,920.25	5,920.25	879.75	0.00	879.75	12.94
01-4220-50-2565	FIRE - Software Licenses	0.00	808.00	808.00	-808.00	0.00	-808.00	0.00
01-4220-60-2610	Supplies - General	3,000.00	1,092.31	1,092.31	1,907.69	0.00	1,907.69	63.59
01-4220-60-2615	Uniforms	2,500.00	1,094.98	1,094.98	1,405.02	0.00	1,405.02	56.20
01-4220-60-2616	Protective Clothing	20,000.00	377.90	377.90	19,622.10	0.00	19,622.10	98.11
01-4220-60-2620	Office Supplies	1,400.00	950.57	950.57	449.43	0.00	449.43	32.10
01-4220-60-2621	Computer Equipment	3,500.00	7,375.12	7,375.12	-3,875.12	0.00	-3,875.12	0.00
01-4220-60-2624	Education and Prevention	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
01-4220-60-2625	Postage	400.00	376.45	376.45	23.55	0.00	23.55	5.89
01-4220-60-2635	Gasoline	5,700.00	3,944.55	3,944.55	1,755.45	0.00	1,755.45	30.80
01-4220-60-2636	Diesel Fuel	7,000.00	9,003.30	9,003.30	-2,003.30	0.00	-2,003.30	0.00
01-4220-60-2651	Breathing Apparatus	21,000.00	4,138.97	4,138.97	16,861.03	0.00	16,861.03	80.29
01-4220-60-2652	Radios And Pagers	10,000.00	8,148.55	8,148.55	1,851.45	0.00	1,851.45	18.51
01-4220-60-2653	Tools & Equipment	16,000.00	8,055.38	8,055.38	7,944.62	0.00	7,944.62	49.65
01-4220-60-2654	Tires	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4220-80-2762	Equipment Lease Payment	300.00	0.00	0.00	300.00	0.00	300.00	100.00
01-4220-80-2820	Mileage	100.00	1,189.96	1,189.96	-1,089.96	0.00	-1,089.96	0.00
	E02 Sub Totals:	815,720.00	567,663.94	567,663.94	248,056.06	0.00	248,056.06	30.41
	Expense Sub Totals:	815,720.00	567,663.94	567,663.94	248,056.06	0.00	248,056.06	30.41
	Dept 4220 Sub Totals:	815,720.00	567,663.94	567,663.94	248,056.06	0.00		

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-4290		Emergency Management							
E02		Public Safety							
01-4290-50-2560		Dues & Subscriptions	11,000.00	4,548.50	4,548.50	6,451.50	0.00	6,451.50	58.65
		E02 Sub Totals:	11,000.00	4,548.50	4,548.50	6,451.50	0.00	6,451.50	58.65
		Expense Sub Totals:	11,000.00	4,548.50	4,548.50	6,451.50	0.00	6,451.50	58.65
		Dept 4290 Sub Totals:	11,000.00	4,548.50	4,548.50	6,451.50	0.00		
Dept 01-4299		Public Safety Communications							
E02		Public Safety							
01-4299-10-1110		Public Safety - Full Time Wages	303,000.00	223,909.34	223,909.34	79,090.66	0.00	79,090.66	26.10
01-4299-10-1115		Public Safety - Part Time Wages	20,000.00	20,161.81	20,161.81	-161.81	0.00	-161.81	0.00
01-4299-10-1140		Overtime Public Safety	22,700.00	24,132.13	24,132.13	-1,432.13	0.00	-1,432.13	0.00
01-4299-20-1210		Health Insurance	163,220.00	57,670.74	57,670.74	105,549.26	0.00	105,549.26	64.67
01-4299-20-1211		Dental Insurance	6,200.00	2,320.88	2,320.88	3,879.12	0.00	3,879.12	62.57
01-4299-20-1220		Social Security	21,400.00	18,768.76	18,768.76	2,631.24	0.00	2,631.24	12.30
01-4299-20-1225		Medicare	5,000.00	4,390.27	4,390.27	609.73	0.00	609.73	12.19
01-4299-20-1230		Deferred Compensation	14,850.00	10,256.29	10,256.29	4,593.71	0.00	4,593.71	30.93
01-4299-20-1234		Group I - ER NHRS - Dispatch	12,300.00	13,743.36	13,743.36	-1,443.36	0.00	-1,443.36	0.00
01-4299-20-1266		Sick Leave Incentive	6,000.00	13,179.85	13,179.85	-7,179.85	0.00	-7,179.85	0.00
01-4299-20-1290		Longevity	2,250.00	1,640.63	1,640.63	609.37	0.00	609.37	27.08
01-4299-20-1294		Educat & Training/Prof Dev.	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
01-4299-30-2341		Telephone	8,500.00	7,006.64	7,006.64	1,493.36	0.00	1,493.36	17.57
01-4299-30-2343		InternetService	2,700.00	1,903.56	1,903.56	796.44	0.00	796.44	29.50
01-4299-30-2350		Physicals, Alcohol And Drug Testing	750.00	200.00	200.00	550.00	0.00	550.00	73.33
01-4299-30-2430		Equipment Repair & Maintenance	1,500.00	1,410.00	1,410.00	90.00	0.00	90.00	6.00
01-4299-40-2440		Equipment Rental	1,800.00	0.00	0.00	1,800.00	0.00	1,800.00	100.00
01-4299-50-2560		Dues & Subscription	450.00	391.00	391.00	59.00	0.00	59.00	13.11
01-4299-50-2565		Software Licenses	7,000.00	6,461.11	6,461.11	538.89	0.00	538.89	7.70
01-4299-60-2615		Uniforms	2,500.00	1,224.85	1,224.85	1,275.15	0.00	1,275.15	51.01
01-4299-60-2620		Office Supplies	500.00	302.43	302.43	197.57	0.00	197.57	39.51
01-4299-60-2621		Computer Equipment	3,000.00	2,255.09	2,255.09	744.91	0.00	744.91	24.83
01-4299-60-2625		Postage	50.00	0.00	0.00	50.00	0.00	50.00	100.00
01-4299-80-2612		Equipment Purchases	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
		E02 Sub Totals:	609,170.00	411,328.74	411,328.74	197,841.26	0.00	197,841.26	32.48
		Expense Sub Totals:	609,170.00	411,328.74	411,328.74	197,841.26	0.00	197,841.26	32.48
		Dept 4299 Sub Totals:	609,170.00	411,328.74	411,328.74	197,841.26	0.00		
Dept 01-4311		Public Works Administration							
E03		Highways and Streets							

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4311-10-1110	Full Time Wages-DPW	270,000.00	186,315.05	186,315.05	83,684.95	0.00	83,684.95	30.99
01-4311-10-1115	PT Wages - DPW	39,500.00	28,146.61	28,146.61	11,353.39	0.00	11,353.39	28.74
01-4311-10-1140	Overtime Public Works Admin	750.00	558.14	558.14	191.86	0.00	191.86	25.58
01-4311-20-1210	Health Insurance	34,000.00	24,959.41	24,959.41	9,040.59	0.00	9,040.59	26.59
01-4311-20-1211	Dental Insurance	3,600.00	2,179.10	2,179.10	1,420.90	0.00	1,420.90	39.47
01-4311-20-1220	Social Security	19,500.00	15,141.09	15,141.09	4,358.91	0.00	4,358.91	22.35
01-4311-20-1225	Medicare	4,760.00	3,540.96	3,540.96	1,219.04	0.00	1,219.04	25.61
01-4311-20-1229	HSA - Town Contribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4311-20-1230	Deferred Compensation	11,000.00	8,065.64	8,065.64	2,934.36	0.00	2,934.36	26.68
01-4311-20-1234	Group I - ER NHRS - DPWAdmin	13,230.00	10,354.63	10,354.63	2,875.37	0.00	2,875.37	21.73
01-4311-20-1266	Sick Leave Incentive	5,000.00	1,608.94	1,608.94	3,391.06	0.00	3,391.06	67.82
01-4311-20-1290	Longevity	1,000.00	2,500.00	2,500.00	-1,500.00	0.00	-1,500.00	0.00
01-4311-20-1294	Educate & Training/Prof Dev.	6,000.00	2,801.08	2,801.08	3,198.92	0.00	3,198.92	53.32
01-4311-30-2310	Engineering	20,000.00	30,935.76	30,935.76	-10,935.76	0.00	-10,935.76	0.00
01-4311-30-2341	Telephone	7,500.00	2,240.26	2,240.26	5,259.74	0.00	5,259.74	70.13
01-4311-30-2343	Internet Service	4,200.00	3,746.94	3,746.94	453.06	0.00	453.06	10.79
01-4311-30-2374	Custodian	4,000.00	2,992.00	2,992.00	1,008.00	0.00	1,008.00	25.20
01-4311-30-2396	MS4 - Stormwater	0.00	355.00	355.00	-355.00	0.00	-355.00	0.00
01-4311-40-2410	Electricity	17,300.00	9,950.05	9,950.05	7,349.95	0.00	7,349.95	42.49
01-4311-40-2411	Heat	8,500.00	6,762.87	6,762.87	1,737.13	0.00	1,737.13	20.44
01-4311-40-2412	Water	1,700.00	1,020.74	1,020.74	679.26	0.00	679.26	39.96
01-4311-40-2430	Equipment Repair & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4311-50-2551	Advertising	1,500.00	4,245.72	4,245.72	-2,745.72	0.00	-2,745.72	0.00
01-4311-50-2560	Dues & Subscriptions	3,500.00	3,278.24	3,278.24	221.76	0.00	221.76	6.34
01-4311-50-2565	DPW - Software Licenses	0.00	16,869.62	16,869.62	-16,869.62	0.00	-16,869.62	0.00
01-4311-60-2620	Office Supplies	4,000.00	5,442.70	5,442.70	-1,442.70	0.00	-1,442.70	0.00
01-4311-60-2621	Computer Equipment	8,000.00	7,845.89	7,845.89	154.11	0.00	154.11	1.93
01-4311-60-2625	Postage	500.00	441.59	441.59	58.41	0.00	58.41	11.68
01-4311-70-2750	Furniture Fixtures Office Eq.	2,000.00	847.38	847.38	1,152.62	0.00	1,152.62	57.63
01-4311-80-2820	Mileage	150.00	301.80	301.80	-151.80	0.00	-151.80	0.00
	E03 Sub Totals:	491,190.00	383,447.21	383,447.21	107,742.79	0.00	107,742.79	21.94
	Expense Sub Totals:	491,190.00	383,447.21	383,447.21	107,742.79	0.00	107,742.79	21.94
	Dept 4311 Sub Totals:	491,190.00	383,447.21	383,447.21	107,742.79	0.00		
Dept 01-4312	Department of Public Works							
E03	Highways and Streets							
01-4312-10-1110	DPW HWY - Crew Wages	570,000.00	398,250.18	398,250.18	171,749.82	0.00	171,749.82	30.13
01-4312-10-1115	DPW HWY - Part Time Wages	60,100.00	38,089.31	38,089.31	22,010.69	0.00	22,010.69	36.62
01-4312-10-1116	DPW HWY - Wages Stormwater MS	0.00	1,695.38	1,695.38	-1,695.38	0.00	-1,695.38	0.00
01-4312-10-1140	DPW HWY - Overtime Crew	100,000.00	101,957.94	101,957.94	-1,957.94	0.00	-1,957.94	0.00
01-4312-20-1210	Health Insurance	208,940.00	177,202.46	177,202.46	31,737.54	0.00	31,737.54	15.19

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4312-20-1211	Dental Insurance	11,500.00	8,313.85	8,313.85	3,186.15	0.00	3,186.15	27.71
01-4312-20-1220	Social Security	45,200.00	35,129.67	35,129.67	10,070.33	0.00	10,070.33	22.28
01-4312-20-1225	Medicare	10,500.00	8,215.86	8,215.86	2,284.14	0.00	2,284.14	21.75
01-4312-20-1229	HSA - Town Contribution	0.00	1,133.86	1,133.86	-1,133.86	0.00	-1,133.86	0.00
01-4312-20-1230	Deferred Compensation	27,930.00	18,981.13	18,981.13	8,948.87	0.00	8,948.87	32.04
01-4312-20-1234	Group I - ER NHRS - DPW	23,200.00	20,053.78	20,053.78	3,146.22	0.00	3,146.22	13.56
01-4312-20-1266	Sick Leave Incentive	3,000.00	3,991.16	3,991.16	-991.16	0.00	-991.16	0.00
01-4312-20-1290	Longevity	2,500.00	3,967.97	3,967.97	-1,467.97	0.00	-1,467.97	0.00
01-4312-30-2350	Physicals, Alcohol And Drug Testing	3,300.00	1,465.00	1,465.00	1,835.00	0.00	1,835.00	55.61
01-4312-36-2464	DPW - Stormwater - MS4	118,500.00	11,778.70	11,778.70	106,721.30	0.00	106,721.30	90.06
01-4312-40-2425	Vehicle Repairs & Maintenance	65,000.00	27,969.43	27,969.43	37,030.57	0.00	37,030.57	56.97
01-4312-40-2429	Radio Repairs	1,200.00	494.40	494.40	705.60	0.00	705.60	58.80
01-4312-40-2430	Equipment Repair & Maintenance	65,000.00	38,580.54	38,580.54	26,419.46	0.00	26,419.46	40.65
01-4312-40-2431	Facility Maintenance/Repairs	10,000.00	20,317.53	20,317.53	-10,317.53	0.00	-10,317.53	0.00
01-4312-40-2435	Fuel Tank Apron	2,500.00	5,141.29	5,141.29	-2,641.29	0.00	-2,641.29	0.00
01-4312-40-2443	Pennichuck Water Main Assessment	330,000.00	247,042.14	247,042.14	82,957.86	0.00	82,957.86	25.14
01-4312-40-2450	Line Stripe Roads	36,000.00	10,514.93	10,514.93	25,485.07	0.00	25,485.07	70.79
01-4312-40-2451	Outside Hire	115,000.00	127,514.62	127,514.62	-12,514.62	0.00	-12,514.62	0.00
01-4312-40-2452	Lease/Rental Payments	7,500.00	5,000.00	5,000.00	2,500.00	0.00	2,500.00	33.33
01-4312-40-2453	Fuel Tank Testing	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	100.00
01-4312-40-2461	Street Sweeping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4312-40-2463	Catch Basin	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4312-40-2470	Tree Care	40,000.00	18,430.00	18,430.00	21,570.00	0.00	21,570.00	53.93
01-4312-50-2565	DPW - Software licenses	0.00	3,056.20	3,056.20	-3,056.20	0.00	-3,056.20	0.00
01-4312-60-2610	Supplies - General	33,000.00	17,362.05	17,362.05	15,637.95	0.00	15,637.95	47.39
01-4312-60-2615	Uniforms	12,000.00	6,188.08	6,188.08	5,811.92	0.00	5,811.92	48.43
01-4312-60-2616	Safety Equip/Protective Clothg	10,000.00	6,466.96	6,466.96	3,533.04	0.00	3,533.04	35.33
01-4312-60-2626	Oil & Grease	8,000.00	2,221.69	2,221.69	5,778.31	0.00	5,778.31	72.23
01-4312-60-2635	Gasoline	20,000.00	13,449.38	13,449.38	6,550.62	0.00	6,550.62	32.75
01-4312-60-2636	Diesel Fuel	55,000.00	33,091.77	33,091.77	21,908.23	0.00	21,908.23	39.83
01-4312-60-2653	Tools & Equipment	9,000.00	18,517.32	18,517.32	-9,517.32	0.00	-9,517.32	0.00
01-4312-60-2654	Tires	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00	100.00
01-4312-60-2662	Salt	160,000.00	137,019.33	137,019.33	22,980.67	0.00	22,980.67	14.36
01-4312-60-2663	Sand	10,000.00	3,000.00	3,000.00	7,000.00	0.00	7,000.00	70.00
01-4312-60-2665	Gravel	30,000.00	25,544.55	25,544.55	4,455.45	0.00	4,455.45	14.85
01-4312-60-2666	Calcium Chloride	30,000.00	12,705.02	12,705.02	17,294.98	0.00	17,294.98	57.65
01-4312-60-2668	Cold Patch	1,200.00	1,759.59	1,759.59	-559.59	0.00	-559.59	0.00
01-4312-60-2684	Guardrails	7,600.00	4,562.50	4,562.50	3,037.50	0.00	3,037.50	39.97
01-4312-60-2687	Signs & Misc. Supplies	12,500.00	5,179.66	5,179.66	7,320.34	0.00	7,320.34	58.56
01-4312-70-2730	Road Maintenance (Hot Top)	75,000.00	51,489.80	51,489.80	23,510.20	0.00	23,510.20	31.35
01-4312-70-2735	Road rebuild	1,500,000.00	1,064,026.94	1,064,026.94	435,973.06	0.00	435,973.06	29.06
01-4312-70-2740	New Equipment Capital	180,000.00	25,749.16	25,749.16	154,250.84	0.00	154,250.84	85.69
01-4312-70-2762	Equipment Lease Payment	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E03 Sub Totals:	4,018,670.00	2,762,621.13	2,762,621.13	1,256,048.87	0.00	1,256,048.87	31.26
	Expense Sub Totals:	4,018,670.00	2,762,621.13	2,762,621.13	1,256,048.87	0.00	1,256,048.87	31.26
	Dept 4312 Sub Totals:	4,018,670.00	2,762,621.13	2,762,621.13	1,256,048.87	0.00		
Dept 01-4316	Street Lighting							
E03	Highways and Streets							
01-4316-40-2414	General Street Lighting	8,500.00	5,907.90	5,907.90	2,592.10	0.00	2,592.10	30.50
01-4316-40-2415	Warning Lights	2,500.00	2,080.22	2,080.22	419.78	0.00	419.78	16.79
01-4316-40-2416	Traffic Signals	1,500.00	1,002.65	1,002.65	497.35	0.00	497.35	33.16
	E03 Sub Totals:	12,500.00	8,990.77	8,990.77	3,509.23	0.00	3,509.23	28.07
	Expense Sub Totals:	12,500.00	8,990.77	8,990.77	3,509.23	0.00	3,509.23	28.07
	Dept 4316 Sub Totals:	12,500.00	8,990.77	8,990.77	3,509.23	0.00		
Dept 01-4323	Souhegan Regional Landfill							
E04	Sanitation							
01-4323-30-2307	Souhegan Regional Landfill	542,000.00	510,156.72	510,156.72	31,843.28	0.00	31,843.28	5.88
	E04 Sub Totals:	542,000.00	510,156.72	510,156.72	31,843.28	0.00	31,843.28	5.88
	Expense Sub Totals:	542,000.00	510,156.72	510,156.72	31,843.28	0.00	31,843.28	5.88
	Dept 4323 Sub Totals:	542,000.00	510,156.72	510,156.72	31,843.28	0.00		
Dept 01-4324	Landfill Department							
E04	Sanitation							
01-4324-10-1110	FT Wages-Landfill	59,400.00	44,903.12	44,903.12	14,496.88	0.00	14,496.88	24.41
01-4324-10-1115	Part Time Wages Landfill	130,000.00	81,639.58	81,639.58	48,360.42	0.00	48,360.42	37.20
01-4324-10-1140	Overtime Landfill	5,500.00	9,866.34	9,866.34	-4,366.34	0.00	-4,366.34	0.00
01-4324-20-1210	Health Insurance	42,360.00	34,959.46	34,959.46	7,400.54	0.00	7,400.54	17.47
01-4324-20-1211	Dental Insurance	1,800.00	1,514.92	1,514.92	285.08	0.00	285.08	15.84
01-4324-20-1220	Social Security	12,820.00	8,190.00	8,190.00	4,630.00	0.00	4,630.00	36.12
01-4324-20-1225	Medicare	3,000.00	1,915.33	1,915.33	1,084.67	0.00	1,084.67	36.16
01-4324-20-1229	HSA - Town Contribution	0.00	16.33	16.33	-16.33	0.00	-16.33	0.00
01-4324-20-1230	Deferred Compensation	2,920.00	309.83	309.83	2,610.17	0.00	2,610.17	89.39
01-4324-20-1234	Group I - ER NHRS - TransSta	2,420.00	6,769.59	6,769.59	-4,349.59	0.00	-4,349.59	0.00
01-4324-20-1266	Sick Leave Incentive	500.00	339.67	339.67	160.33	0.00	160.33	32.07
01-4324-20-1294	Educat & Training/Prof Dev.	700.00	378.00	378.00	322.00	0.00	322.00	46.00
01-4324-30-2341	Telephone	2,000.00	728.49	728.49	1,271.51	0.00	1,271.51	63.58
01-4324-30-2343	Internet Service	3,000.00	3,006.62	3,006.62	-6.62	0.00	-6.62	0.00

Account Number		Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4324-40-2410		Electricity - Landfill	10,000.00	9,803.10	9,803.10	196.90	0.00	196.90	1.97
01-4324-40-2412		Water	1,100.00	194.85	194.85	905.15	0.00	905.15	82.29
01-4324-40-2420		Waste Disposal	110,000.00	80,317.67	80,317.67	29,682.33	0.00	29,682.33	26.98
01-4324-40-2431		Facility Maintenance/Repairs	8,000.00	12,068.20	12,068.20	-4,068.20	0.00	-4,068.20	0.00
01-4324-40-2451		Outside Hire	9,000.00	9,735.00	9,735.00	-735.00	0.00	-735.00	0.00
01-4324-40-2452		Equipment Lease/Rental Payment	100.00	1,872.58	1,872.58	-1,772.58	0.00	-1,772.58	0.00
01-4324-50-2560		Dues & Subscriptions	10,000.00	13,429.35	13,429.35	-3,429.35	0.00	-3,429.35	0.00
01-4324-50-2561		Credit Card Fees And Expenses	3,600.00	1,934.56	1,934.56	1,665.44	0.00	1,665.44	46.26
01-4324-50-2563		Weighmaster Licenses	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4324-50-2565		TFR STA - Software Licenses	0.00	145.60	145.60	-145.60	0.00	-145.60	0.00
01-4324-60-2616		Safety Equip/Protective Clothg	0.00	2,232.76	2,232.76	-2,232.76	0.00	-2,232.76	0.00
01-4324-60-2664		Landfill Waste Oil	2,500.00	1,459.00	1,459.00	1,041.00	0.00	1,041.00	41.64
01-4324-60-2687		Signs & Misc. Supplies	2,000.00	1,722.49	1,722.49	277.51	0.00	277.51	13.88
01-4324-60-2688		Tire Removal	1,600.00	858.00	858.00	742.00	0.00	742.00	46.38
01-4324-80-2612		Equipment Purchase	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
E04 Sub Totals:			425,820.00	330,310.44	330,310.44	95,509.56	0.00	95,509.56	22.43
Expense Sub Totals:			425,820.00	330,310.44	330,310.44	95,509.56	0.00	95,509.56	22.43
Dept 4324 Sub Totals:			425,820.00	330,310.44	330,310.44	95,509.56	0.00		
Dept 01-4411		Health Administration							
E05		Health							
01-4411-10-1115		Health Officer	2,300.00	1,813.12	1,813.12	486.88	0.00	486.88	21.17
01-4411-20-1220		Social Security	150.00	115.29	115.29	34.71	0.00	34.71	23.14
01-4411-20-1225		Medicare	30.00	26.88	26.88	3.12	0.00	3.12	10.40
E05 Sub Totals:			2,480.00	1,955.29	1,955.29	524.71	0.00	524.71	21.16
Expense Sub Totals:			2,480.00	1,955.29	1,955.29	524.71	0.00	524.71	21.16
Dept 4411 Sub Totals:			2,480.00	1,955.29	1,955.29	524.71	0.00		
Dept 01-4414		Animal Control							
E05		Health							
01-4414-60-2619		Dog Emergency Care	200.00	0.00	0.00	200.00	0.00	200.00	100.00
01-4414-80-2811		Kennel Fees	200.00	0.00	0.00	200.00	0.00	200.00	100.00
E05 Sub Totals:			400.00	0.00	0.00	400.00	0.00	400.00	100.00
Expense Sub Totals:			400.00	0.00	0.00	400.00	0.00	400.00	100.00
Dept 4414 Sub Totals:			400.00	0.00	0.00	400.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 01-4415 E05	Health & Human SRVC Agencies Health							
01-4415-30-2399	Health Agencies and Hospitals	55,000.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00
	E05 Sub Totals:	55,000.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	55,000.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00
	Dept 4415 Sub Totals:	55,000.00	55,000.00	55,000.00	0.00	0.00		
Dept 01-4442 E06	Direct Assistance (Welfare) Welfare							
01-4442-40-2441	Rent, WGA	7,000.00	1,110.00	1,110.00	5,890.00	0.00	5,890.00	84.14
01-4442-60-2627	Utilities, WGA	1,500.00	900.00	900.00	600.00	0.00	600.00	40.00
01-4442-60-2699	Other Charges WGA	1,750.00	0.00	0.00	1,750.00	0.00	1,750.00	100.00
	E06 Sub Totals:	10,250.00	2,010.00	2,010.00	8,240.00	0.00	8,240.00	80.39
	Expense Sub Totals:	10,250.00	2,010.00	2,010.00	8,240.00	0.00	8,240.00	80.39
	Dept 4442 Sub Totals:	10,250.00	2,010.00	2,010.00	8,240.00	0.00		
Dept 01-4520 E07	Recreation Department Culture and Recreation							
01-4520-10-1110	Recreation Wages	171,000.00	112,729.57	112,729.57	58,270.43	0.00	58,270.43	34.08
01-4520-10-1112	Maintenance Employees Wage	130,000.00	103,869.52	103,869.52	26,130.48	0.00	26,130.48	20.10
01-4520-10-1115	Secretary-PT	25,000.00	31,966.20	31,966.20	-6,966.20	0.00	-6,966.20	0.00
01-4520-10-1140	Overtime Maintenance Employee	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4520-20-1210	Health Insurance	45,710.00	32,427.36	32,427.36	13,282.64	0.00	13,282.64	29.06
01-4520-20-1211	Dental Insurance	5,000.00	2,487.65	2,487.65	2,512.35	0.00	2,512.35	50.25
01-4520-20-1220	Social Security	20,250.00	19,084.91	19,084.91	1,165.09	0.00	1,165.09	5.75
01-4520-20-1225	Medicare	4,750.00	4,463.15	4,463.15	286.85	0.00	286.85	6.04
01-4520-20-1229	HSA - Town Contribution	0.00	807.87	807.87	-807.87	0.00	-807.87	0.00
01-4520-20-1230	Deferred Compensation	14,750.00	7,559.52	7,559.52	7,190.48	0.00	7,190.48	48.75
01-4520-20-1234	Group I - ER NHRS - Recreaiton	12,220.00	12,135.76	12,135.76	84.24	0.00	84.24	0.69
01-4520-20-1266	Sick Leave Incentive	3,800.00	18,600.59	18,600.59	-14,800.59	0.00	-14,800.59	0.00
01-4520-20-1290	Longevity	1,250.00	2,000.00	2,000.00	-750.00	0.00	-750.00	0.00
01-4520-30-2341	Telephone	7,200.00	5,759.29	5,759.29	1,440.71	0.00	1,440.71	20.01
01-4520-30-2343	Internet Service	3,630.00	4,749.47	4,749.47	-1,119.47	0.00	-1,119.47	0.00
01-4520-30-2374	Custodian	1,770.00	782.00	782.00	988.00	0.00	988.00	55.82
01-4520-40-2410	Electricity	7,590.00	11,506.70	11,506.70	-3,916.70	0.00	-3,916.70	0.00
01-4520-40-2411	Heat	6,740.00	2,295.11	2,295.11	4,444.89	0.00	4,444.89	65.95
01-4520-40-2412	Water	830.00	192.50	192.50	637.50	0.00	637.50	76.81
01-4520-40-2425	Vehicle Repairs	6,000.00	3,156.65	3,156.65	2,843.35	0.00	2,843.35	47.39
01-4520-40-2431	Facility Maintenance/Repairs	8,000.00	6,929.70	6,929.70	1,070.30	0.00	1,070.30	13.38

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4520-50-2545	Trash Removal	1,500.00	904.05	904.05	595.95	0.00	595.95	39.73
01-4520-50-2551	Advertising	400.00	0.00	0.00	400.00	0.00	400.00	100.00
01-4520-50-2565	Software Licenses	1,050.00	1,058.40	1,058.40	-8.40	0.00	-8.40	0.00
01-4520-50-2615	Uniforms	1,000.00	1,161.97	1,161.97	-161.97	0.00	-161.97	0.00
01-4520-60-2610	Supplies - General	2,000.00	631.38	631.38	1,368.62	0.00	1,368.62	68.43
01-4520-60-2612	Equipment Purchases	13,000.00	649.99	649.99	12,350.01	0.00	12,350.01	95.00
01-4520-60-2620	Office Supplies	800.00	2,467.53	2,467.53	-1,667.53	0.00	-1,667.53	0.00
01-4520-60-2621	Computer Equipment	2,000.00	1,176.98	1,176.98	823.02	0.00	823.02	41.15
01-4520-60-2625	Postage	100.00	37.95	37.95	62.05	0.00	62.05	62.05
01-4520-60-2635	Gasoline	7,500.00	8,593.65	8,593.65	-1,093.65	0.00	-1,093.65	0.00
01-4520-60-2636	Diesel Fuel	2,500.00	1,603.52	1,603.52	896.48	0.00	896.48	35.86
01-4520-70-2762	Equipment Lease Payment	1,350.00	937.47	937.47	412.53	0.00	412.53	30.56
01-4520-80-2653	Tools & Equipment	2,000.00	575.90	575.90	1,424.10	0.00	1,424.10	71.21
01-4520-80-2820	Mileage	100.00	0.00	0.00	100.00	0.00	100.00	100.00
01-4520-80-2825	Meetings & Conferences	2,500.00	2,728.69	2,728.69	-228.69	0.00	-228.69	0.00
	E07 Sub Totals:	513,790.00	406,031.00	406,031.00	107,759.00	0.00	107,759.00	20.97
	Expense Sub Totals:	513,790.00	406,031.00	406,031.00	107,759.00	0.00	107,759.00	20.97
	Dept 4520 Sub Totals:	513,790.00	406,031.00	406,031.00	107,759.00	0.00		
Dept 01-4522 E07	Parks & Recreation							
	Culture and Recreation							
01-4522-10-1115	Part Time Summer Mowing	18,000.00	8,491.53	8,491.53	9,508.47	0.00	9,508.47	52.82
01-4522-20-1220	Social Security	1,120.00	559.17	559.17	560.83	0.00	560.83	50.07
01-4522-20-1225	Medicare	270.00	130.78	130.78	139.22	0.00	139.22	51.56
01-4522-40-2430	Equipment Repair & Maintenance	650.00	375.20	375.20	274.80	0.00	274.80	42.28
01-4522-40-2451	Outside Hire	700.00	0.00	0.00	700.00	0.00	700.00	100.00
01-4522-60-2610	Supplies - General	800.00	886.27	886.27	-86.27	0.00	-86.27	0.00
01-4522-60-2613	Fertilizer & Lime	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00
01-4522-80-2612	Equipment Purchase	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E07 Sub Totals:	22,840.00	11,442.95	11,442.95	11,397.05	0.00	11,397.05	49.90
	Expense Sub Totals:	22,840.00	11,442.95	11,442.95	11,397.05	0.00	11,397.05	49.90
	Dept 4522 Sub Totals:	22,840.00	11,442.95	11,442.95	11,397.05	0.00		
Dept 01-4550 E07	Library							
	Culture and Recreation							
01-4550-10-1110	Wages FT Library	520,000.00	425,435.68	425,435.68	94,564.32	0.00	94,564.32	18.19
01-4550-10-1115	Wages Part Time	176,000.00	122,071.13	122,071.13	53,928.87	0.00	53,928.87	30.64
01-4550-20-1210	Health Insurance	107,790.00	100,306.36	100,306.36	7,483.64	0.00	7,483.64	6.94
01-4550-20-1211	Dental Insurance	7,000.00	5,387.34	5,387.34	1,612.66	0.00	1,612.66	23.04

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4550-20-1220	Social Security	43,200.00	36,860.47	36,860.47	6,339.53	0.00	6,339.53	14.67
01-4550-20-1225	Medicare	10,100.00	8,620.69	8,620.69	1,479.31	0.00	1,479.31	14.65
01-4550-20-1229	HSA - Town Contribution	0.00	2,207.87	2,207.87	-2,207.87	0.00	-2,207.87	0.00
01-4550-20-1230	Deferred Compensation	25,480.00	13,241.77	13,241.77	12,238.23	0.00	12,238.23	48.03
01-4550-20-1234	Group I - ER NHRS - Library	21,200.00	31,146.71	31,146.71	-9,946.71	0.00	-9,946.71	0.00
01-4550-20-1266	Sick Leave Incentive	7,500.00	6,211.24	6,211.24	1,288.76	0.00	1,288.76	17.18
01-4550-20-1290	Longevity	2,250.00	5,750.00	5,750.00	-3,500.00	0.00	-3,500.00	0.00
01-4550-20-1294	Educat & Training/Prof Dev.	600.00	460.00	460.00	140.00	0.00	140.00	23.33
01-4550-30-2341	Telephone	3,200.00	3,060.50	3,060.50	139.50	0.00	139.50	4.36
01-4550-30-2343	Internet Service	6,500.00	4,895.93	4,895.93	1,604.07	0.00	1,604.07	24.68
01-4550-30-2374	Custodian	27,000.00	24,304.00	24,304.00	2,696.00	0.00	2,696.00	9.99
01-4550-30-2395	Outside Hire IT	5,000.00	2,520.00	2,520.00	2,480.00	0.00	2,480.00	49.60
01-4550-40-2410	Electricity	12,100.00	9,666.61	9,666.61	2,433.39	0.00	2,433.39	20.11
01-4550-40-2411	Heat	12,000.00	8,344.42	8,344.42	3,655.58	0.00	3,655.58	30.46
01-4550-40-2412	Water	3,200.00	2,141.83	2,141.83	1,058.17	0.00	1,058.17	33.07
01-4550-40-2430	Repairs Bldg & Grounds	100.00	2,220.00	2,220.00	-2,120.00	0.00	-2,120.00	0.00
01-4550-50-2560	Dues & Subscription	1,400.00	961.00	961.00	439.00	0.00	439.00	31.36
01-4550-50-2565	Software Licenses	44,500.00	39,695.29	39,695.29	4,804.71	0.00	4,804.71	10.80
01-4550-50-2581	Travel	100.00	0.00	0.00	100.00	0.00	100.00	100.00
01-4550-60-2620	Office Supplies	7,500.00	6,780.06	6,780.06	719.94	0.00	719.94	9.60
01-4550-60-2625	Postage	500.00	382.72	382.72	117.28	0.00	117.28	23.46
01-4550-60-2670	Books & Periodicals	105,000.00	78,497.97	78,497.97	26,502.03	0.00	26,502.03	25.24
01-4550-80-2612	Equipment Purchase	500.00	211.84	211.84	288.16	0.00	288.16	57.63
01-4550-80-2618	Special Events & Supplies	16,900.00	15,924.87	15,924.87	975.13	0.00	975.13	5.77
01-4550-80-2621	Computer Equipment	9,000.00	2,349.23	2,349.23	6,650.77	0.00	6,650.77	73.90
01-4550-80-2762	Equipment Lease Payment	5,000.00	5,877.34	5,877.34	-877.34	0.00	-877.34	0.00
01-4550-80-2820	Mileage	500.00	972.88	972.88	-472.88	0.00	-472.88	0.00
01-4550-80-2825	Meetings & Conferences	1,000.00	215.00	215.00	785.00	0.00	785.00	78.50
	E07 Sub Totals:	1,182,120.00	966,720.75	966,720.75	215,399.25	0.00	215,399.25	18.22
	Expense Sub Totals:	1,182,120.00	966,720.75	966,720.75	215,399.25	0.00	215,399.25	18.22
	Dept 4550 Sub Totals:	1,182,120.00	966,720.75	966,720.75	215,399.25	0.00		
Dept 01-4583	Patriotic Purposes							
E07	Culture and Recreation							
01-4583-80-2860	4th of July Subsidy	8,000.00	8,000.00	8,000.00	0.00	0.00	0.00	0.00
01-4583-80-2861	Memorial Day Subsidy	600.00	0.00	0.00	600.00	0.00	600.00	100.00
	E07 Sub Totals:	8,600.00	8,000.00	8,000.00	600.00	0.00	600.00	6.98
	Expense Sub Totals:	8,600.00	8,000.00	8,000.00	600.00	0.00	600.00	6.98

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Dept 01-4589							
E07	Heritage Commission							
	Culture and Recreation							
01-4589-10-1115	Wages Part Time	580.00	277.25	277.25	302.75	0.00	302.75	52.20
01-4589-20-1220	Social Security	40.00	17.20	17.20	22.80	0.00	22.80	57.00
01-4589-20-1225	Medicare	10.00	4.01	4.01	5.99	0.00	5.99	59.90
01-4589-30-2382	Outside Hire-Professional Srvc	1,050.00	1,345.41	1,345.41	-295.41	0.00	-295.41	0.00
01-4589-50-2550	Printing	400.00	0.00	0.00	400.00	0.00	400.00	100.00
01-4589-60-2610	Supplies - General	80.00	0.00	0.00	80.00	0.00	80.00	100.00
01-4589-60-2621	Computer Equipment	100.00	0.00	0.00	100.00	0.00	100.00	100.00
01-4589-80-2618	Special Events & Supplies	300.00	0.00	0.00	300.00	0.00	300.00	100.00
01-4589-80-2825	Meetings & Conferences	300.00	0.00	0.00	300.00	0.00	300.00	100.00
	E07 Sub Totals:	2,860.00	1,643.87	1,643.87	1,216.13	0.00	1,216.13	42.52
	Expense Sub Totals:	2,860.00	1,643.87	1,643.87	1,216.13	0.00	1,216.13	42.52
	Dept 4589 Sub Totals:	2,860.00	1,643.87	1,643.87	1,216.13	0.00		
Dept 01-4611	Conservation Commission							
E08	Conservation and Development							
01-4611-10-1115	PT Wages	2,000.00	1,459.22	1,459.22	540.78	0.00	540.78	27.04
01-4611-20-1220	Social Security	120.00	94.31	94.31	25.69	0.00	25.69	21.41
01-4611-20-1225	Medicare	30.00	22.07	22.07	7.93	0.00	7.93	26.43
01-4611-20-1294	Educat & Training/Prof Dev	500.00	0.00	0.00	500.00	0.00	500.00	100.00
01-4611-40-2483	Land Management	0.00	3,195.00	3,195.00	-3,195.00	0.00	-3,195.00	0.00
01-4611-40-2486	Water Crossing Repair & Maint	2,500.00	353.35	353.35	2,146.65	0.00	2,146.65	85.87
01-4611-40-2487	Invasives Mitigation	4,000.00	390.00	390.00	3,610.00	0.00	3,610.00	90.25
01-4611-40-2488	Signage	2,000.00	1,622.32	1,622.32	377.68	0.00	377.68	18.88
01-4611-50-2560	Dues & Subscriptions	1,000.00	1,062.70	1,062.70	-62.70	0.00	-62.70	0.00
01-4611-50-2564	Educational Outreach	1,500.00	-258.97	-258.97	1,758.97	0.00	1,758.97	117.26
	E08 Sub Totals:	13,650.00	7,940.00	7,940.00	5,710.00	0.00	5,710.00	41.83
	Expense Sub Totals:	13,650.00	7,940.00	7,940.00	5,710.00	0.00	5,710.00	41.83
	Dept 4611 Sub Totals:	13,650.00	7,940.00	7,940.00	5,710.00	0.00		
Dept 01-4711	Principal - L-T Bonds & Notes							
E09	Debt Service							
01-4711-41-7101	Land Bond 1 Curran - Principal	102,560.00	0.00	0.00	102,560.00	0.00	102,560.00	100.00
01-4711-41-7102	Land Bond 2 Curran - Principal	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
01-4711-41-7103	Land Bonds Curran - Principal	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00
01-4711-41-7104	ACC Land Bond - NHMBB Principl	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
01-4711-90-2210	Principal - Rd ConsRefin 11&12	306,000.00	305,999.90	305,999.90	0.10	0.00	0.10	0.00
01-4711-90-2214	Principal - Road Construction FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4711-90-2215	Principal - Road Construction FY 15	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4711-90-2216	Principal - RdConstr FY16-FY17	400,000.00	400,000.00	400,000.00	0.00	0.00	0.00	0.00
	E09 Sub Totals:	958,560.00	755,999.90	755,999.90	202,560.10	0.00	202,560.10	21.13
	Expense Sub Totals:	958,560.00	755,999.90	755,999.90	202,560.10	0.00	202,560.10	21.13
	Dept 4711 Sub Totals:	958,560.00	755,999.90	755,999.90	202,560.10	0.00		
Dept 01-4721	Interest L-T Bonds & Notes							
E09	Debt Service							
01-4721-41-7101	Land Bond 1 Curran - Interest	96,160.00	0.00	0.00	96,160.00	0.00	96,160.00	100.00
01-4721-41-7102	Land Bond 2 Curran - Interest	96,510.00	0.00	0.00	96,510.00	0.00	96,510.00	100.00
01-4721-41-7103	Land Bonds Curran - Interest	50,000.00	48,609.59	48,609.59	1,390.41	0.00	1,390.41	2.78
01-4721-41-7104	ACC Land Bond - NHMBB Interest	0.00	140,769.15	140,769.15	-140,769.15	0.00	-140,769.15	0.00
01-4721-90-2210	Interest- Rd Constr Refin11&12	7,350.00	7,233.25	7,233.25	116.75	0.00	116.75	1.59
01-4721-90-2214	Interest - Road Construction FY 14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4721-90-2215	Interest - Road Construction FY 15	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01-4721-90-2216	Interest - Rd Constr FY16-FY17	18,500.00	18,295.46	18,295.46	204.54	0.00	204.54	1.11
	E09 Sub Totals:	268,520.00	214,907.45	214,907.45	53,612.55	0.00	53,612.55	19.97
	Expense Sub Totals:	268,520.00	214,907.45	214,907.45	53,612.55	0.00	53,612.55	19.97
	Dept 4721 Sub Totals:	268,520.00	214,907.45	214,907.45	53,612.55	0.00		
	Fund Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Fund Expense Sub Totals:	17,438,680.00	13,220,950.66	13,220,950.66	4,217,729.34	0.00	4,217,729.34	24.19
	Fund 01 Sub Totals:	17,438,680.00	13,220,950.66	13,220,950.66	4,217,729.34	0.00		
	Revenue Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Totals:	17,438,680.00	13,220,950.66	13,220,950.66	4,217,729.34	0.00	4,217,729.34	24.19
	Report Totals:	17,438,680.00	13,220,950.66	13,220,950.66	4,217,729.34	0.00		



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

**Title:** ARPA Reporting through March 2025 **Department:** Finance Department  
**Meeting Date:** May 12, 2025 **Staff Contact:**

---

## **BACKGROUND INFORMATION:**

All the ARPA expenses through March 2025 have been reported. The remaining contract for building the new Fire/police septic and the rest of the Sanborn Head contract will use up the remaining ARPA funds and be reported in April 2026.

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. SLFRF Compliance Report - NH0114 - Annual March 2025

# SLFRF Compliance Report - NH0114 - P&E Report - 2025

## Report Period : Annual March 2025

### Recipient Profile

#### Recipient Information

Recipient UEI	VGY1L6J86KA9
Recipient TIN	026000030
Recipient Legal Entity Name	Town Of Amherst, NH
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	2 Main Street
Recipient Address 2	N/A
Recipient Address 3	N/A
Recipient City	Amherst
Recipient State/Territory	NH
Recipient Zip5	03031
Recipient Zip+4	0000
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding, and NEUs that are allocated less than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	6/30/2025
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

## Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes
--	-----

### Project Name: Fire Department PFAS Project

Project Identification Number	NHDES#PRLF-17-AMH
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed 50% or more
Adopted Budget	\$988,171.67
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$988,171.67
Total Cumulative Expenditures	\$509,192.51
Current Period Obligations	\$0.00
Current Period Expenditures	\$296,661.72
Project Description	The water in wells around the Fire Department were found to be polluted with PFAS. The town was found to be the responsible party. In order to mitigate the situation the town is extending water lines to the impacted areas and providing water filters where appropriate. Until these aspects of the project can be completed we have been supplying water to the impacted households.

### Project Name: ARPA Project #6 - DPW Fuel System

Project Identification Number	ARPA 6
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$6,949.45
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$6,949.45
Total Cumulative Expenditures	\$6,949.45
Current Period Obligations	\$0.00
Current Period Expenditures	\$6,949.45
Project Description	This project is for the engineering portion of a fuel depot replacement system at the Department of Public Works. This fuel depot is used for all Town departments, especially our safety, highway and first responders.

**Project Name: ARPA Project #5 - ATS Roof**

Project Identification Number	ARPA 5
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$20,286.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$20,286.00
Total Cumulative Expenditures	\$20,286.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$20,286.00
Project Description	The Town's transfer station was in need of a roof to protect the decking and equipment used in their operation. This also makes the facility safer for employees and residents. The ARPA funds are being used to get this project started.

**Project Name: ARPA Project #4 - DPW Excavator**

Project Identification Number	ARPA 4
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$68,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$68,000.00
Total Cumulative Expenditures	\$68,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	This excavator is very important for allowing our Department of Public Works to maintain our roads and related infrastructure. ARPA funds were used to help purchase the excavator.

**Project Name: ARPA Project #3 - Town Steeple repair**

Project Identification Number	ARPA 3
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$42,680.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$42,680.00
Total Cumulative Expenditures	\$42,680.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$42,680.00
Project Description	This project was to repair and maintain Town property located at the center of the Town village area. This benefits the historic nature of our Town center.

### Project Name: ARPA Project #2 - LED Streetlights

Project Identification Number	ARPA 2
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$38,709.04
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$38,709.04
Total Cumulative Expenditures	\$38,709.04
Current Period Obligations	\$0.00
Current Period Expenditures	\$500.00
Project Description	To install LED streetlights in the Town for safety and economy.

### Project Name: ARPA Project #1- Police Roof Replacement

Project Identification Number	ARPA 1
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$27,933.00
Program Income Earned	<del>\$27,933.00</del>
Program Income Expended	<del>\$27,933.00</del>
Total Cumulative Obligations	\$27,933.00
Total Cumulative Expenditures	\$27,933.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$27,933.00
Project Description	This project will help the town reach the goal of improving citizen services.

~~Ø~~ > corrected in  
~~Ø~~ ARPA Portal

## Overview

Total Obligations	\$1,192,729.16
Total Expenditures	\$713,750.00
Total Adopted Budget	\$1,192,729.16
Total Number of Projects	7
Total Number of Subawards	0
Total Number of Expenditures	0

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?

No

## Certification

Authorized Representative Name	TOWN AMHERST
Authorized Representative Telephone	
Authorized Representative Title	
Authorized Representative Email	<a href="mailto:dbender@amherstnh.gov">dbender@amherstnh.gov</a>
Submission Date	4/30/2025 2:10 PM

# Report

## Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$1,192,729.16
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Board of Selectmen discussed various options and decided that these projects would be in the best interests of the town.



# Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

**Title:** Accounts Payable and Payroll  
Approvals

**Department:** Finance Department

**Meeting Date:** May 12, 2025

**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

AP1 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$53,226.42 dated April 21, 2025, subject to review and audit. (NH DMV)

AP2 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$36,119.23 dated May 05, 2025, subject to review and audit. (NH DMV)

AP3 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$3,617,950.22 dated April 24, 2025, subject to review and audit. (Vendors)

AP4 ~ I move to approve one (1) Accounts Payable Manifest in the amount of \$255,852.21 dated May 08, 2025, subject to review and audit. (Vendors)

PR1~ I move to approve one (1) Payroll Manifest in the amount of \$194.15 dated March 15, 2025, subject to review and audit.

PR2~ I move to approve one (1) Payroll Manifest in the amount of \$275,090.87 dated May 1, 2025, 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:** Assessing Consent Agenda  
**Meeting Date:** May 12, 2025

**Department:** Assessing  
**Staff Contact:** Michele Boudreau

---

## **BACKGROUND INFORMATION:**

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

### **POLICY IMPLICATIONS:**

### **DEPARTMENT HEAD RECOMMENDATION:**

### **SUGGESTED MOTION:**

#### **Veteran Tax Credit**

**Item A.** The attached Veteran Tax Credit Application has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 for Map 006, Lot 032-001 commencing in the 2025 tax year.

### **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. Item A Confidential



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

**Title:** APD-FY26 Prosecutor Contract  
**Meeting Date:** May 12, 2025

**Department:** Police Department  
**Staff Contact:** Anthony Ciampoli

---

### **BACKGROUND INFORMATION:**

The contract for the Amherst Police Department prosecutor expires on June 30, 2025. Attorney Sandburg has done a phenomenal job of transitioning the APD from a police prosecutor and we are excited to renew his contract with only minor changes from the previous version. Financially, the contract has increased \$3k and there was language added relative to the use of a Town vehicle. The contract has been reviewed and cleared by town counsel.

### **BUDGET IMPACT:**

*(Include general ledger account numbers)*

This contract increases the cost from \$73k to \$76k and has already been approved in the budget.

### **POLICY IMPLICATIONS:**

None

### **DEPARTMENT HEAD RECOMMENDATION:**

I recommend that the Board approves the FY26 prosecutor contract for Jeremiah Sandburg, Esq.

### **SUGGESTED MOTION:**

I move to approve the FY26 prosecutor contract for Jeremiah Sandburg, Esq.

### **TOWN ADMINISTRATOR RECOMMENDATION:**

### **ATTACHMENTS:**

1. Jeremiah Contract FY26 FINAL



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

**Title:** Minutes

**Meeting Date:** May 12, 2025

**Department:** Administration

**Staff Contact:**

---

## **BACKGROUND INFORMATION:**

## **BUDGET IMPACT:**

*(Include general ledger account numbers)*

## **POLICY IMPLICATIONS:**

## **DEPARTMENT HEAD RECOMMENDATION:**

## **SUGGESTED MOTION:**

I move to approve the meeting minutes of April 21, 2025.

## **TOWN ADMINISTRATOR RECOMMENDATION:**

## **ATTACHMENTS:**

1. 2025.04.21 BOS\_DRAFT\_revised



**Town of Amherst, NH**  
**BOARD OF SELECTMEN MEETING MINUTES**  
**Barbara Landry Meeting Room**  
**2 Main Street**  
**Monday, April 7, 2025, 6:30PM**

Attendees: Chairman Danielle Pray, Selectman John D'Angelo, Selectman Cynthia Dokmo,  
Selectman Tom Grella, Selectman Pam Coughlin  
Staff present: Town Administrator Lincoln Daley; Finance Director Debbie Bender; EA/HRC  
Jennifer Stover

**1. Call to Order**

Chair Danielle Pray called the public meeting to order at 6:30 p.m.

**2. Pledge of Allegiance** – led by George Coddington

**3. Citizens Forum** – None at this time.

**4. Board Appointment**

**4.1. Appointment of Andrew Pataky to Conservation Commission as an Alternate Member**

*A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to appoint Andrew Pataky to Conservation Commission as an Alternate Member for a term ending in 2028.*

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

**4.2. Appointment of George Coddington to the Bicycle & Pedestrian Advisory Committee as an Alternate member**

*A MOTION was made by Selectman Grella and SECONDED by Selectman Coughlin to appoint George Coddington to the Bicycle & Pedestrian Advisory Committee as an Alternate member for a term ending in 2028.*

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

**5. Scheduled Appointments**

**5.1. Baboosic Lake Association member - Background information on cyanobacteria treatment option and request for letter of support**

Obediah Dart, Baboosic Lake Association, explained that he came before the Board in December 2024 to target a Warrant Article for \$50,000 to help with treatment of Baboosic Lake. This Article did not move forward, but last summer a certified lake manager was hired with private donations to determine the best course of action to take. The request at this time is for a signed letter of support from the Town to seek an alum treatment permit from DES.

Selectman D'Angelo asked if the Association is working with Merrimack, as the towns share the Lake. Mr. Dart stated that Amherst is the prime waterfront owner of the Lake's beach. The Association is not working with Merrimack at this time. There is currently a private citizen interested in giving a low-interest loan to the Association to complete this work.

Chairman Pray noted that the application for this permit will require a public hearing.

*A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella that the Board send a letter of support on behalf of the Town, contingent upon receipt of the application.*

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

## **6. Administration**

### **6.1. HealthTrust Renewal Transmittal for FY26 (July 1, 2025 - June 30, 2026) Dental, Life, Short-Term Disability and Long-Term Disability Insurance policies**

Town Administrator Daley explained that the Town's annual renewal with HealthTrust includes a 5% increase in Dental rates, -1.7% reduction in Short-Term Disability rates, and Life and Long-Term Disability rates with no change.

*A MOTION was made by Selectman Grella and SECONDED by Selectman Dokmo to approve the HealthTrust Renewal Transmittal for FY26 and authorize Town Administrator Lincoln Daley to sign the agreement.*

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

### **6.2. Health Insurance Update**

Town Administrator Daley explained that, on April 11, 2025, the Town received a Notice of Termination of Agreement from the New Hampshire Interlocal Trust (NHIT). NHIT informed its members, including the Town, that its risk management program will be dissolved as of June 30, 2025, due to a high volume of claims and insufficient reserve levels. As a result, the Town must secure alternative healthcare benefits for its employees effective July 1, 2025.

Staff are actively evaluating options and have initiated discussions with HealthTrust, Harvard Pilgrim, and SchoolCare. The Board will likely hear a presentation at its next regarding potential provider and plan options for review and discussion. To allow adequate time for administrative processing and employee onboarding, a final decision by the Board will be required no later than May 27, 2025.

Additionally, csONE, the current administrator of the Town's Health Savings Accounts (HSA), is fully prepared to transition NHIT clients to direct clients. The only change will be the issuance of new csONE-branded cards, with no disruption in service anticipated. csONE has also confirmed it will honor NHIT's current pricing and extend a two-year rate guarantee to ensure a smooth transition. To support this process and assist in the evaluation of healthcare providers and plan options, Staff recommends engaging the services of Borislow Insurance Agency, a third-party insurance broker specializing in the municipal sector and recommended by NHIT. Engagement requires the Town to sign a Letter of Authorization.

Selectman Dokmo asked if there is a cost to the Borislow services, Town Administrator Saley stated that there is a cost which is built into the rates that are charged to employees.

*A MOTION was made by Selectman Grella and SECONDED by Selectman Dokmo to approve the recommendation of staff to engage the services of Borislow Insurance Agency and allow the Town Administrator to sign the Letter of Authorization on behalf of the Board.*  
*Vote: 5-0-0; motion carried unanimously.*

### **6.3. BOS Action Items**

The Board reviewed its Action Items. Town Administrator Daley explained that Chief Conley received one quote to transport the vehicle via a trailer or other transport. He explained that he requested the Chief to come back with additional quotes. The other option would be to physically have a driver drive the vehicle to New Hampshire, but he advised the Chief that this was not the preferred option.

### **6.4. General Updates**

Town Administrator Daley noted that the Thornton Ferry Road bridge closure is posted on the Town's website and also on its social media outlets. The bridge is closed starting April 21<sup>st</sup> for replacement of the bridge. Substantial completion is expected by August 22<sup>nd</sup> of this year, with a final completion date estimated to be September 21<sup>st</sup> of this year. The detour routes are posted on the website. He noted that the position of Deputy Fire Chief will be posted this week. Also, regarding Community Power, Ryan Paulson will be replacing Emily Mann as the contact person.

Debbie Bender, Finance Director, explained that currently the Town's HSA match is applied per pay period. With the number of people on the HAS, including savings in the premium and the additional money for the HSA deduction, the Town is saving approximately \$64,000. If there is a change to apply this match upfront, either \$1,000 for the single plan or \$2,000 for the two person and family plans, there will be a break even at approximately three months. Funding this upfront and in a lump sum could benefit the Town by encouraging more people onto the HSA plan.

Also, regarding the EMS wage scale adjustment for FY26 and the suggestion from Selectman D'Angelo to make it a retroactive adjustment back to FY25 when the scale was started, this would be approximately \$2,000 for three employees. She will confirm these numbers and come back to the Board with additional information.

*A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Dokmo to make the wage scale adjustment retroactive to the first of this fiscal year.*  
*Vote: 5-0-0; motion carried unanimously.*

## **7. Consent Agenda**

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Dokmo to approve the Consent Agenda.

Vote: 4-0-1; motion carried with Selectman Grella abstaining.

### **7.1. AP and Payroll Approvals**

To approve one (1) Accounts Payable Manifest in the amount of \$7,292.32 dated March 10, 2025, subject to review and audit. (Credit Card)

To approve one (1) Accounts Payable Manifest in the amount of \$45,261.88 dated April 1, 2025, subject to review and audit. (NH DMV)

To approve one (1) Accounts Payable Manifest in the amount of \$415,093.19 dated April 10, 2025, subject to review and audit. (Vendors)

To approve one (1) Accounts Payable Manifest in the amount of \$6,623.69 dated April 7, 2025, subject to review and audit. (Credit Card)

To approve one (1) Accounts Payable Manifest in the amount of \$259.21 dated April 8, 2025, subject to review and audit.

To approve one (1) Accounts Payable Manifest in the amount of \$284,445.98 dated April 17, 2025, subject to review and audit.

### **7.2. Assessing Consent Agenda**

#### **Solar Exemption**

**Item A.** The Assessor has reviewed the attached Solar Exemption Application for Map 019, Lot 018-001 and the applicant qualifies for the Tax Credit under RSA 72:62 in the amount of \$15,000 commencing in the 2025 tax year.

**Item A-1.** The Assessor has reviewed the attached Solar Exemption Application for Map 009, Lot 011-011 and the applicant qualifies for the Tax Credit under RSA 72:62 in the amount of \$30,000 commencing in the 2025 tax year.

#### **Veteran/Service Connected Disability Tax Credit**

**Item B.** The attached All Veterans' Tax Credit Application for Map 008, Lot 045-001 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in the 2025 tax year.

**Item B-1.** The attached All Veterans' Tax Credit Application for Map 006, Lot 104-011 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in the 2025 tax year.

**Item B-2.** The attached All Veterans' Tax Credit Application for Map 002, Lot 173-031 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in the 2025 tax year.

**Item B-3.** The attached Veteran Tax Credit Application for Map 008, Lot 077-029 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2025 tax year.

**Item B-4.** The attached All Veterans' Tax Credit Application for Map 005, Lot 160-004 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 commencing in the 2025 tax year.

**Item B-5.** The attached All Veterans' Tax Credit Application for Map 005, Lot 108-003 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 commencing in the 2025 tax year.

**Item B-6.** The attached Service-Connected Total Disabled Veteran Tax Credit Application has been reviewed by the Assessor and the applicant does qualify for the Service-Connected Total Disabled Tax Credit under RSA 72:35 for Map 005, Lot, 108-003 commencing in the 2025 tax year.

**Item B-7.** The attached All Veterans' Tax Credit Application for Map 021, Lot 020-053 has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in the 2025 tax year.

**Item B-8.** The attached All Veterans' Tax Credit Application for Map 004, Lot 097-002, has been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 commencing in the 2025 tax year.

#### **Elderly Exemption**

**Item C.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 008-016-013

**Item C-1.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 008-077-029

**Item C-2.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 002-073-041-043

**Item C-3.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 006-104-002

**Item C-4.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 002-164-014

**Item C-5.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 004-047-001-009

**Item C-6.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 017-054-000

**Item C-7.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 018-036-000

**Item C-8.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 004-034-019

**Item C-9.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant qualifies for the exemption. The Assessor recommends this approval.  
MAP/LOT 008-022-001

#### **Current Use Application**

**Item F.** This is an application for Current Use. Our Assessor has reviewed the Application, and determined the applicant qualifies for 2.00 acres, Map 007 Lot 041-000 to be placed in Current Use under RSA 79-A and CUB 304.01 and recommends approval. These 2 acres are contiguous with 48 acres on the same lot already in Current Use.

### **8. Other Approvals**

#### **8.1 Assessing Approvals**

#### **Elderly Exemption Removal**

**Item D.** The above property has been receiving the Elderly Exemption but no longer qualifies due to their income exceeding the limit for a married couple. Any questions regarding this decision may be directed to the Assessing Department.

*A MOTION was made by Selectman Dokmo and SECONDED by Chairman Pray to remove the Elderly Exemption from Map 001, Lot 035-032 for the tax year 2025.*

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

#### **Abatement Requests**

**Item E.** The attached abatement is a recommended GRANT. This property owner filed for an abatement stating that their property was erroneously listed for a larger patio than there is. Assessing staff completed a full remeasure and interior inspection of the property. A correction was made to the patio and a 3-season porch to living area.

*A MOTION was made by Selectman Dokmo and SECONDED by Selectman D'Angelo to grant an abatement for the referenced property, Map 003, Lot 027-017 by reducing the*

assessed value from \$403,400 to \$400,100. This change is a reduction in the assessment of \$3,300. The refund amount is \$75.66 plus statutory interest.  
Vote: 5-0-0; motion carried unanimously.

**Item E-1.** The attached abatement is a recommended GRANT. This property owner filed for an abatement stating that their property was erroneously listed as a Cape when it is a Colonial, their porch is unfinished, they abut a propane tank farm, and their lot has a lot of wetlands. Assessing staff completed a full remeasure and interior inspection of the property. Some corrections were made to areas due to style, basement listing, porch size and type, and abutting the propane tank farm. They were already getting an adjustment for the wetlands on the lot.

A MOTION was made by Selectman Dokmo and SECONDED by Selectman D'Angelo to grant an abatement for the referenced property, map 004, lot 057-007 by reducing the assessed value from \$425,200 to \$383,000. This change is a reduction in the assessment of \$42,200. The refund amount is \$967.64 plus statutory interest.  
Vote: 5-0-0; motion carried unanimously.

## 8.2. Minutes

A MOTION was made by Selectman Coughlin and SECONDED by Selectman D'Angelo to approve the meeting minutes of April 7, 2025, as amended.  
Vote: 5-0-0; motion carried unanimously.

A MOTION was made by Selectman Grella and SECONDED by Selectman D'Angelo to approve the Amherst Congregational Church's request for the Use of the Town Common for the Village Green and the north parking area for the Annual Frederick Douglas Statewide Reading on June 28, 2025, from 11:30am - 2:30pm.  
Vote: 5-0-0; motion carried unanimously.

## 9. New Action Items

None at this time.

## 10. Old/New Business

Selectman D'Angelo stated that, at the last meeting, the Board voted to purchase a defibrillator for Town Hall. He asked for information on how the unit will be maintained once purchased, and also training for it. Town Administrator Daley stated that the Fire Department can provide the necessary training in-house. Regarding maintenance, there will be a process determined for checking the batteries and including this into future budgets.

Chairman Pray stated that she attended a Cemetery Trustee meeting.

**11. Non-public session pursuant to 91-A:3, II. (a) The 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.

A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Dokmo to enter Non-Public Session per 91-A:3, II. (a) at 7:20pm.

Roll Call Vote: D'Angelo – aye; Coughlin – aye; Grella – aye; Dokmo – aye; Pray – aye; 5-0-0; motion carried unanimously.

**Other persons present during Non-Public Session:**

Town Administrator Lincoln Daley

Debbie Bender, Finance Director

The Board discussed a personal matter. No decisions made and no votes taken.

A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to exit Non-Public Session at 8:15pm.

Roll Call Vote: Grella – aye; Stoughton – aye; Pray – aye; Dokmo – aye; Lyon – aye; 5-0-0; motion carried unanimously.

**12. Adjournment**

A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella adjourn the meeting at 8:16pm.

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

**NEXT MEETING: Next Meeting: May 12, 2025**

\_\_\_\_\_  
Selectman Pam Coughlin

\_\_\_\_\_  
Date