



Town of Amherst, NH
BOARD OF SELECTMEN AGENDA
Barbara landry Meeting Room, 2 Main Street
MONDAY, MAY 11, 2026 5:00 PM

The Public Session is scheduled to begin at 6:30pm

1. Call to Order

2. Pledge of Allegiance

3. Non-Public Session

- 3.1. Pursuant to RSA 91-A:3 II (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed by or against the public body or any subdivision thereof, or by or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.
- 3.2. Pursuant to RSA 91-A:3 II (d) Consideration of the acquisition, sale, or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
- 3.3. Pursuant to RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

4. Public Hearing

- 4.1. Public Hearing pursuant to RSA 674:40-a, III, to consider the petition for roadway acceptance for Founder's Village, Phases III and IV, submitted by Michachunk Development, Inc., c/o Michael Foisie. The petition requests acceptance of Founders Way and Gatchel Way as public roads (Tax Map 5, Lots 59-17 through 59-37).

5. Citizens' Forum

6. Board Presentation

- 6.1. Girl Scout Day Proclamation, in honor of Silver Award winner Sophia Caron and Bronze Award winners Troop 60162.

7. Board Discussion

- 7.1. North 02 Bicycle Pedestrian Project

8. Scheduled Appointments

- 8.1. Amherst School District Request for Impact Fee Expenditure; Architectural Services for the Elementary School Project
- 8.2. Amherst School District Request for Impact Fee Expenditure; Land Surveying Services for the Wilkins School
- 8.3. Baboosic Lake Association Request – Use of Amherst Town Beach Property for Alum Treatment Project Staging

9. Administration

- 9.1. Town Administrator Update

10. Staff Reports

- 10.1. Public Works Department - Bid Award for the TF2 Bridge
- 10.2. Public Works Department - Bid Award for the DPW03-26 Line Striping
- 10.3. Public Works Department - Bid Award for the DPW04-26 Traffic Markings

11. Consent Agenda

- 11.1. Assessing Department - Disabled Exemption Application
- 11.2. Assessing Department - Land Use Change Tax
- 11.3. Assessing Department - Service Connected Disabled Veteran Tax Credit
- 11.4. Assessing Department - Elderly Exemption Application
- 11.5. Assessing Department - Solar Exemption Application
- 11.6. Finance Manifests

12. Other Approvals

- 12.1. Minutes

13. New Action Items

14. Old/New Business

Adjournment

Next Meeting: May 26, 2026

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.

You are invited to a Zoom webinar: When: May 11, 2026 06:30 PM Eastern Time (US and Canada)

Topic: BOS 05/11/2026

<https://us02web.zoom.us/j/89504450859>

Phone one-tap: +13126266799

Webinar ID: 895 0445 0859



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

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

Department: Administration

Meeting Date: May 11, 2026

Staff Contact: Lincoln Daley

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential e



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Pursuant to RSA 91-A:3 II (d)
Consideration of the acquisition, sale, or lease
of real or personal property which, if discussed
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TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Confidential d
2. 213400 Amherst NH OLL (CPC 050826)
3. 213400 Amherst NH OLL (Clean 050826)



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Pursuant to RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself, unless such person requests an open meeting. This exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or other levy, if based on inability to pay or poverty of the applicant.

Department: Administration

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Staff Contact:

BACKGROUND INFORMATION:

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POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. FILE A.
2. A-1 Confidential
3. Nonpublic Session, File 3



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Public Hearing pursuant to RSA 674:40-a, III, to consider the petition for roadway acceptance for Founder's Village, Phases III and IV, submitted by Michachunk Development, Inc., c/o Michael Foisie. The petition requests acceptance of Founders Way and Gatchel Way as public roads (Tax Map 5, Lots 59-17 through 59-37).

Department: Administration

Meeting Date: May 11, 2026

Staff Contact: Lincoln Daley

BACKGROUND INFORMATION:

The purpose of this agenda item is to conduct a Public Hearing pursuant to RSA 674:40-a, III, regarding the petition for roadway acceptance for Founder's Village, Phases III and IV, submitted by Michachunk Development, Inc., c/o Michael Foisie. The petition requests the acceptance of Founders Way and Gatchel Way as public roads serving Tax Map 5, Lots 59-17 through 59-37.

This matter was last discussed at the April 13, 2026 Board of Selectmen's meeting. At the conclusion of that discussion, the Board requested that Town Counsel review and verify compliance with Condition Subsequent #3 of the Amherst Planning Board's Notice of Decision for the Subdivision Amendment.

Condition Subsequent #3 states as follows:

"Any landscaping, structures, lawn areas, irrigation systems, or other improvements installed by property owners within the right-of-way are placed at the owner's risk. An agreement shall be required, reviewed by Town Counsel, and recorded at the HCRD at the applicant's expense, between the subject property owners, the Homeowner's Association, and the Town that indicates that acceptance of the roadway by the Town, if it occurs, shall not obligate the Town to maintain, preserve, repair, or replace any such owner-installed improvements within the right-of-way. The Town may remove, alter, or disturb such improvements as necessary for roadway maintenance, safety, drainage, or utility purposes without compensation to the property owner."

In addition, Arago Land Consultants, LLC, on behalf of Michachunk Development, Inc., has submitted supplemental documents and comments in support of the roadway acceptance request for the Board's consideration.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

Pending guidance from Town Counsel.

ATTACHMENTS:

- 1. Founders Village Phases 3&4 Road Acceptance Final Package 20260504
- 2. Founders Way Staff Report-Road Acceptance 5.8.26
- 3. Confidential- 4



LAND SURVEYING | LANDSCAPE DESIGN

31 Old Nashua Road, Suite 1, Amherst, NH 03031

Phone: 603-732-0008 | Fax: 603-673-1584

www.AragoLand.com

May 4, 2026

Town of Amherst, Board of Selectmen
c/o Lincoln Daley, Town Administrator
Via e-mail & original hand delivered.

Re: Founder's Village Phases 3 & 4 Road Acceptance

Dear Board Members,

Arago Land Consultants, LLC on behalf of Michachunck Development, Inc. hereby submits the attached documents and comments. These documents and comments were prepared in response to the Conditional Road Acceptance granted at the April 13, 2026 BOS meeting. Subsequent to that meeting, the BOS determined that it had improperly noticed that meeting, and intends to re-notice and hold a new public hearing on May 11, 2026.

Please accept these materials as completely addressing any outstanding items as were discussed at the April 13, 2026 meeting, and as a complete record of evidentiary support to accept Phases III and IV of Founder's Village at the May 11, 2026 meeting.

Document List:

1. A complete copy of the Board of Selectmen (BOS) Meeting Minutes of April 13, 2026 identifying the motion to conditionally accept the Founder's Village phases 3 & 4 roads. As this matter has already been fully heard, these meeting minutes should be incorporated as part of the evidentiary record upon which the BOS will vote on May 11, 2026.
2. Page 2 of the Planning Board Notice of Decision for case #PZ19998-110325 dated February 18, 2026 identifying Conditions Subsequent item #3.
3. A complete copy of the Planning Board Meeting Minutes of February 18, 2026 discussing a notice requirement to property owners as a conditional of approving case #PZ19998-110325.
4. Page 5 of the Community Development Department's Staff Memo for case #PZ19998-110325 scheduled for the Planning Board Meeting dated February 18, 2026, identifying recommended language for Conditions Subsequent item #3.
5. Meridian Land Services, Founder's Village Phase 3 & 4 Amended Subdivision Plans (Mylar, Prints, Copies & .pdf) in compliance with the February 18, 2026 Notice of Decision and the April 7, 2026 Staff Report to the BOS regarding roadway acceptance.
6. Meridian Land Services, Founder's Village Phase 3 & 4 As-built Plans (Prints, Copies & .pdf)
7. Maintenance Bond, Irrevocable Letter of Credit by Millyard Bank.
8. Executed deeds.
9. Letter from Attorney Emily Goering to Attorney Steven Whitley and the BOS, dated April 15, 2026, providing legal opinion that Condition Subsequent No. 3 has been satisfied.



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At the April 13, 2026 BOS meeting, the singular issue noted in the conditional acceptance was for Town Counsel to verify that the Planning Board's conditional approval, conditions subsequent item #3 has been met. Given that this matter has already been heard, discussed at length, and voted upon by the BOS, it is expected that this will remain the only point that must be addressed. An explanation of full compliance with the objectives of Condition Subsequent No. 3 are as follows.

- Provide notice regarding private improvements within Town right of way.
 - Although there already are existing Town Regulations and State Statutes which sufficiently informs the public and protects the Town, the item #3 language was added to the Document #5 plan notes and Document #8 deed for Phases III and IV.
- Notice to be in the form of an agreement between subject property owners, the HOA and the Town.
 - The ongoing discussions with the Planning Board concerned notice to homeowners. It was only upon the final vote that the erroneous language of an agreement was used. An agreement with homeowners as a condition of road acceptance is null and void, as an applicant cannot be held accountable to the binding of multiple non-applicant parties who cannot be compelled to participate in an agreement.
- Memorialize said notice via recording of an instrument at the registry of deeds.
 - The Document #5 plan and Document #8 deed will be recorded in accordance with the Notice of Decision (Document #2).

In my professional opinion as a land surveyor, I am quite certain that Michachunk Development has satisfactorily complied with the conditions subsequent #3 per the BOS Conditional Acceptance, and provided all relevant documents for road acceptance. As such, we will not be present at the May 11, 2026 BOS meeting to discuss this matter further – our previous testimony and submitted documents speak for themselves. Since the singular issue is completed and no other issues are germane, we trust the BOS will again vote to confirm the full and complete acceptance of the Founder's Village phase 3 & 4 roads.

Thank you very much for your attention to this matter.

Very truly yours,
Arago Land Consultants, LLC

A handwritten signature in blue ink that reads "Kenneth C. Clinton".

Kenneth C. Clinton, LLS

Attachments

Cc: Michachunk Development, Mike Foisie
Gallagher, Callahan & Gartrell, Emily Goering

454

455 **8. Staff Reports**456 **8.1. Founder's Village, Phases III and IV-Petition for Roadway Acceptance**

457

458 Town Administrator Daley explained that if a road is to be committed to the Town, there is a
 459 process in which information is provided to the Planning Board for acceptance and then sent to
 460 the Board of Selectmen for final acceptance. This is for Phases III and IV of Founder's Village.

461

462 Kristy Jobin, Community Development Director, explained that a comprehensive letter outlining
 463 the items required prior to requesting road acceptance was compiled. A majority of them have
 464 been submitted at this time, but there are still some that are outstanding. These are outlined in the
 465 staff report. The applicant went before the Planning Board and was granted conditional approval,
 466 but those conditions have not yet been met, including submittal of revised plans and further
 467 clarification to identify map and lots for the specific roadway segments affected due to waivers
 468 that were granted. One of the requirements from the Planning Board was that, prior to plan
 469 endorsement, the applicant shall record and notice the covenant or deed restriction in a form
 470 acceptable to Town Counsel. Condition subsequent #3 states that any landscaping structures,
 471 lawn areas, irrigation systems, or other improvements installed by the property owner within the
 472 right of way are placed at the owner's risk and an agreement shall be required to be reviewed by
 473 Town Counsel and reported at the Hillsborough County Registry of Deeds at the applicant's
 474 expense between the subject property owners, the homeowners' association, and the Town. This
 475 should indicate that acceptance of the roadway by the Town shall not obligate the Town to
 476 maintain, preserve, repair, or replace any such installed improvements within the right of way.
 477 Also, the Town may remove, alter, or disturb such improvements as necessary for roadway
 478 maintenance, safety, drainage, or utility purposes without compensation to the property owner.
 479 This agreement has not yet been submitted.

480

481 DPW Director Slosek stated that any outstanding issues from the DPW's point of view were
 482 resolved at the Planning Board meeting.

483

484 Emily Goering, Callagher, Callahan & Gartrell and representing the applicant, explained that
 485 road acceptance is an agreement and a promise between a developer and the Town in which the
 486 developer builds a road which the Town will own at the end of the day. The road is designed to
 487 the Town's specs, and the Town is then obligated to then accept the road. The developer find
 488 himself in a constant back and forth with the Town regarding administrative items in the process
 489 of road acceptance. The developer has kept up his end of the bargain and is looking for the Board
 490 to accept the road. Phases I and II were accepted in 2017. The developer voluntarily held off on
 491 Phases III and IV while construction was going on for the other phases. The list of administrative
 492 items so not speak to the actual structural integrity of the road. The items in the staff report
 493 include plan revisions, including showing the map and lot numbers, the frontage lengths, and
 494 identifying which of the lots were subject to a waiver from the Planning Board. All of that
 495 information already appears on the plans that were submitted. This includes a legend of which
 496 lots received the waivers, with a scaled plan including the frontage lengths. The second list of
 497 outstanding items include the monument certifications. It is only the right of way limits that need
 498 to be certified and monumented. The certification appears on the plan, and so this item has been
 499 resolved. The last item deals with condition subsequent #3 from the Planning Board, making sure

500 that the homeowners in the neighborhood understand that the Town is not liable for damage to
501 encroachments in the right of way. Also, the Town has the ability to remove those as it sees fit.
502 There are more than adequate protections for the Town in accepting the road. There are State
503 statutes that prohibit homeowners from putting improvements into the right of way and which
504 negate liability for the Town if it damages or needs to remove these items. The Town has its own
505 winter maintenance policies, and the Town ordinances speak to any encroachment in the right of
506 way not being the Town's liability and also giving the Town the right to remove these items.
507 There is a declaration of covenants for the homeowner's association which states that all owners
508 are subject to the right of way rules and regulations. This covenant runs with the land. There are
509 multiple plans on record and, once the road is accepted, there will be another plan on record that
510 shows the limit of the right of way, discusses the maintenance obligation, and shows the end of
511 private ownership and the edge of public ownership. Condition subsequent #3 is more than
512 satisfied. There was also a meeting with the homeowner's association, and a number of owners
513 submitted letters of support for this road acceptance.

514
515 Town Administrator Daley asked with this is not being discussed with the Planning Board in
516 order to gain better clarification. Attorney Goering stated that her client had no reason to believe
517 there was a misunderstanding at all until such time that the staff report was received. Her client
518 had left the Planning Board with an understanding that things would progress forward. Her client
519 is doing everything that could be enforceable and within their authority. It is not within her
520 client's authority to compel individual property owners to sign an agreement.

521
522 Selectman Grella stated that he would abstain from this because he previously worked on the
523 project during Phase I.

524
525 Chairman Pray noted that the first item on the staff report is that the applicant shall submit
526 revised plans and/or a recorded exhibit clearly identifying each lot subject to the approved
527 waiver by Town Tax Map and Lot number, along with the specific roadway segments or frontage
528 lengths to which the waiver applies. Attorney Goering stated that amended subdivision plans
529 were submitted and the full size plan set and mylar still need to be dropped off. Ken Clinton,
530 Meridian Land Services, stated that he has been the land surveyor on this project since its
531 inception. His client issued a plan, which is typical to do as a PDF prior to making the mylar and
532 final prints. He can issue prints in a mylar tomorrow. Regarding the asphalt plans, he also
533 submitted those as a PDF on February 12th. To hear that the Town Engineer/third party review is
534 just underway and expected any day is concerning, as it has been two months since that was
535 submitted and he has not received any comments yet.

536
537 Attorney Goering stated that she will add on the face of the plan the waiver plan from the
538 amended subdivision approval. She also added further notations to augment that item in case it
539 was necessary. There is a plan note which states that the Phase III and IV road maintenance will
540 remain private until such time as the road is accepted by the Town. There are also notations in
541 accordance with the Town of Amherst stormwater regulations, etc. She previously spoke to
542 Town Counsel regarding the draft deeds that were already submitted, which referenced the plan
543 and contain the information about which lots were subject to the waiver. Town Counsel signed
544 off on the content of the draft deeds. Chairman Pray noted that at least two full size printed
545 copies of the final plans and the mylar need to be provided. Attorney Goering stated that the

546 finalized mylars will be submitted once there is a go ahead from the Town. Chairman Pray noted
547 that final approval from the Planning Board for the amended subdivision application with
548 associated waivers has not yet been obtained. She asked why the developer would not go back to
549 the Planning Board to get that. Attorney Goering stated that she is firm in the position that the
550 developer has gotten the runaround at every stage. The playing field of what is required has
551 moved consistently for Phases III and IV. Phases I and II were accepted in the same condition as
552 Phases III and IV without any of these hurdles. This seems to be a byproduct of there being a
553 couple of community development directors during this long duration of time for the project.
554 There is an intense frustration regarding the amount of time and money that the applicant has
555 been hemorrhaging. She fears that going back to the Planning Board will opens her client up to
556 another layer of this circus. If the Board of Selectmen needs to hear from the Planning Board, the
557 appropriate response would be to conditionally approve this item, subject to hearing from the
558 Planning Board. The Board of Selectmen has independent obligation from the Planning Board on
559 these matters. The Board should consider if the Town will be getting a quality road, built to the
560 Town's standards. There should not be any barrier to accepting the road, under these standards.

561
562 Chairman Pray asked about going to clarify this in front of the Planning Board. Attorney Goering
563 stated that her client was told to obtain waivers from the Planning Board which would resolve
564 any non-conformance with the design standards. The waivers were obtained, meaning that this is
565 in strict conformance with the design standards.

566
567 Selectman Dokmo suggested that Town Counsel be asked if everything has been submitted and
568 the Town has all the protections it needs. The Planning Board put a condition regarding the
569 plans, and she does not believe the Board of Selectmen should waive this.

570
571 Chairman Pray asked about the argument for this being a well-built road. Attorney Goering
572 stated that this is based on decisional law in the state of New Hampshire. When a developer goes
573 through the subdivision process and represents that the road will be dedicated to the Town and
574 the Town agrees to this dedication, it is incumbent upon the Town to then accept it. There is a
575 promise between the developer and the town that if the developer builds the road as described in
576 the standards, the Town has to uphold its side of the promise and accept that road. The developer
577 has exceeded his side of this bargain but continues to get an inordinate amount of pushback for
578 the Town to uphold its side. It is opening the Town up to more liability and more consternation
579 by not accepting this road. The Developer has provided the road, provided the documentation,
580 jumped through the hoops, and met with Town Counsel in order to meet his half of the promise.
581 Chairman Pray agreed with having Town Counsel review the documents to make sure they are in
582 order.

583
584 Town Administrator Daley stated that a legal review could ensure that the statements made this
585 evening are correct. As long as what is being represented is on the plans, there should be a path
586 forward.

587
588 Ken Clinton read a statement from a statement by Mike Foisie, Michachunk Development, dated
589 April 13, 2026, addressed to the Board of Selectmen. *15 years ago, I bought a bankrupt*
590 *subdivision off Amherst Street. To put that into perspective, that was three town administrators*
591 *ago, three public works directors ago, and roughly six community development/planning*

592 directors ago. Back then there was a spirit of cooperation, for instance, when Amherst Street was
593 icing up, Bruce Berry, former DPW Director, came to me and asked for a drainage easement so
594 he could mitigate the problem. I agreed to cooperate without hesitation. When the Conservation
595 Commission wanted a trailhead to link up with the existing trails around Patch Hill, I offered up
596 open space to accommodate their request. When Eric Hahn suggested a monument of all of the
597 slope and drainage easements in Phases III and IV, which was outside my requirements as a
598 developer and not the conditions of the approved plans, I agreed to cooperate with his request as
599 well. During those 15 years, to my knowledge, there wasn't a single complaint or discrepancy
600 with any work on the road, Every proctor test, nuclear density test, all the placement of gravel,
601 all of the asphalt, all the drainage, all of the rip rap, and structures passed inspection. In 15
602 years, the Town's third party engineer inspector never once failed us on any inspection.
603 Accordingly, I can assert that the road was built to exceed any professional standard and has
604 demonstrated so in the test of time. Proof of this claim stands with Phases I and II. Phases I and
605 II have been in service for more than ten years now without any cracks, broken shoulders, or
606 defects. These Phases were accepted without issue, with the precedent of homeowners grasping
607 up to the shoulders. The road and the shoulders have likely withstood in excess of 20 plowing
608 events and more than 10,000 loaded triaxles without incident. Phases III and IV will perform the
609 same. It was in that same spirit of cooperation that fostered the conditions under which
610 homeowners had the opportunity to plant grass up to the pavement in Phases III and IV. I had
611 sold all of the lots in the subdivision and was nearly finished with the road when the Town's
612 independent third party inspector asked me not to pave the last phase of the road in the interest
613 of wear coast preservation, the topcoat of pavement. I agreed. Phase IV sat idle for nearly two
614 years while others built homes. At that time, it was impossible to think or believe that the actions
615 of homeowners in planting grass could conceivably become an issue. It was impossible to think
616 that serving the Town's interest would be rewarded with all that I have experienced in the last
617 year. The foundation for this belief rests on three relevant facts. First, there is prior precedent in
618 grasping to the shoulder with Town acceptance and a ten year history about drainage, absent of
619 any maintenance issues. Second, the Town's own third party engineer inspector saw no problem
620 whatsoever with the grass to the pavement and advocated for its acceptance by Town staff. He
621 saw no functional or maintenance issue with it and expressed that perspective repeatedly. Third,
622 the Town conducted its own project out on Amherst Street, which is where the entrance of this
623 development is, whereby grass to the pavement was a design element. Yes, grass to the pavement
624 as a design element advocated by the Town and its engineer. The same engineer supervised
625 Michachunk in its building of Founders Way. Remarkably, these two events happened nearly
626 simultaneously. Hence, it's illogical to think that on one hand, the Town of Amherst could
627 advocate for this practice and concurrently, on the other hand, to punish another for the same.
628 It's hard to see how any reasonable person could think that the Town could take both of these
629 positions and still be fair, reasonable, and credible. As a side note, the Board should be aware of
630 its staff purported justification for this inconsistency. The staff maintains that loaning the
631 shoulder on Amherst Street is okay because it knew what was beneath the road, whereas in
632 Founders Way it doesn't know what's beneath the road and therefore that sets these two
633 practices apart. Let me be perfectly clear here, the converse is true. The Town knows precisely
634 under what's under Founders Way and does not know what is under Amherst Street. The Town
635 knows what is beneath Founders Way because its own engineer inspected every inch of it. The
636 Town does not necessarily know what's beneath Amherst Street, as the entire section between the
637 Village and Milford town line was reconstructed through a joint venture agreement between

638 *Pennichuck Water and Michachunk Development. Ironically, it was Michachunk Development*
639 *that built the road and the roadway shoulders on Amherst Street that the town grasped to. In*
640 *each case, Michachunk Development built the shoulder of the road. Yet in one case, grass to the*
641 *shoulder is permissible and desired, and in the other is viewed as a failure. I ask the Board to*
642 *view this treatment in reverse. Notwithstanding the above, I believe that the grass issue was put*
643 *to rest at the March Planning Board meeting. However, staff notes indicate that, once again, the*
644 *goal posts have changed with the broadening of the grass issue as well as other manufactured*
645 *criteria. Michachunk Development, Inc. will honor the findings of the March hearing. We should*
646 *not, however, be subject to additional or unreasonable criteria. For instance, while house*
647 *bounds and road bounds in some cases share the same piece of granite, their origin and purpose*
648 *have no connection. Road bounds define the right of way and are integral to the completion of*
649 *acceptance of the road. House bounds, on the other hand, physically depict private property. The*
650 *administrative purpose is night and day. As a matter of history, it was the Town of Amherst*
651 *procedure and practice to connect house bounds to house building. House lot bounds were a*
652 *prerequisite to the issuance of a Certificate of Occupancy, never road acceptance This practice*
653 *of required house lot bounds as a function of the Certificate of Occupancy was abandoned*
654 *several community development directors ago. Arbitrary leveraging residential lot bounds for*
655 *road acceptance is therefore suspect, questionable, and again unjust. Please let's move forward.*
656 *This petition and process can end tonight. We assert that we have met every reasonable standard*
657 *and asked the Town to accept Phases III and IV of Founders Village. Thank you.*
658

659 Kristy Jobin stated that it is unclear why it is being alleged that staff moved the goal post. She
660 has consistently reported what is needed. In November 2025, she gave the list of things to work
661 on. Regarding monumentation, this is not a new request. This was asked for in November. This
662 is a requirement in the subdivision regulations and part of the approved plan set. This is not just
663 for the road to be accepted. This is part of the Planning Board approval for the monuments to be
664 on the plan set. Town Administrator Daley asked for a letter certifying that the monuments have
665 been installed. Ken Clinton stated that a fair number of the lot corner bounds have likely not
666 been set by the individual builders and landowners. This was historically controlled by a plot
667 plan and that practice stopped years ago by the Town. Attorney Goering stated that historically
668 property bounds which may not be near the road or have anything to do with the road were a
669 condition of getting the CO. For whatever reason, the Town stopped or did not enforce that
670 process. Now, her client is being asked to go back and do things that other builders were
671 responsible for, and conditioning road approval on it.
672

673 Kristy Jobin stated that, as far as conditions subsequent #3, the Planning Board stated that this is
674 not something that staff or the Board of Selectmen can change. The only path forward was for
675 the applicant to return to the Planning Board to request waivers. This was agreed upon by Town
676 Counsel. The waivers were granted but the requirements to fulfill those items have not yet been
677 done. She received the current plan set via e-mail a week ago. It was not sent to her but
678 forwarded to her. She has not had time to go over them. She was surprised this was added to
679 the Board of Selectmen agenda. Under Section 205.3 of the subdivision regulations, the Town
680 cannot accept a road until all improvements have been completed in accordance with the final
681 plat and all Planning Board conditions have been met. This has not yet happened.
682

683 Attorney Goering stated that the Planning Board conditions have been met. The Community
684 Development Office has made a reading of those conditions that they do not believe the
685 conditions have been met.

686
687 Chairman Pray suggested that the Board ask Town Counsel if all conditions have been met for
688 acceptance of the road.

689
690 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman D'Angelo to grant*
691 *conditional approval of Founders Village Phases III and IV, subject to Town Counsel review of*
692 *that the conditions set forth by the Planning Board for conditions subsequent #3 have been met.*
693

694 Discussion:

695 *Selectman Dokmo stated that it is only fair to accept this road because there are a lot of roads in*
696 *Town that have the same problem, with people taking right to the edge of the road. It is known*
697 *that if the Town damages something in that area, it is on the person who installed those things in*
698 *the Town right of way. This is just another example of that. If there is enough confidence that all*
699 *the necessary documents are in the Registry to protect the Town, then this should be accepted.*
700

701 *Vote: 4-0-1; motion carried with T. Grella abstaining.*
702

703 **8.2. Recreation Department — Authorization to Purchase Tractor**
704

705 Arene Berry, Recreation Director, explained that this is to request authorization to replace a
706 critical piece of Parks and Recreation equipment in order to restore essential operational capacity
707 and maintain safe and functional public facilities. Parks and Recreation is currently without a
708 functioning 2013 Kubota tractor, creating an immediate and serious operational challenge. While
709 repairs are technically possible, the estimated cost of \$30,772.62 represents a significant
710 investment with no guarantee of long-term reliability. Given the age and condition of the
711 equipment, continued repairs would likely result in ongoing failures and additional costs, making
712 replacement the most dependable and fiscally responsible option. The absence of this equipment
713 is already having a direct impact on daily operations. The tractor is essential for maintaining
714 athletic fields, grading parking lots, clearing storm debris and fallen trees, and installing and
715 removing docks. In evaluating replacement options, two quotes were obtained from vendors with
716 available inventory that met the desired requirements to ensure a fair and thorough review. The
717 quotes received include \$53,800 for a Kubota MX5400 HSTC tractor and \$67,083 for a
718 comparable John Deere 4052R compact utility tractor. Given the lower cost and familiarity with
719 the Kubota brand, the Department recommends the purchase of the Kubota MX5400 HSTC
720 tractor. The existing tractor has an estimated trade-in value of \$1,500, which will provide a
721 modest offset to the total cost. Parks and Recreation has identified \$13,000 available within the
722 General Fund equipment purchase line to be applied toward this purchase. However, the
723 department does not have sufficient appropriations within its existing budget to cover the full
724 cost. Therefore, the remaining balance of \$40,800 will require Board approval through an
725 additional appropriation from the General Fund (via transfer of appropriations or over-
726 expenditure of a line item), or through the use of Contingency funds.
727

728 Chairman Pray stated that she would not agree with using the Contingency funds for this item.

2. Prior to plan endorsement, the applicant shall record a notice, covenant, or deed restriction, in a form acceptable to Town Counsel, referencing each affected Map and Lot, stating that the roadway includes approved waivers from Town standards and that maintenance responsibility remains private unless the road is accepted by the Town.
3. Submission of revised plans in the number required by the Subdivision Regulations that include all of the checklist corrections, any corrections as noted at this hearing, and any waivers granted.
4. Payment of any outstanding fees related to the site plan application and/or the recording of documents with the HCRD.

Conditions Subsequent:

Conditions Subsequent: The following conditions subsequent shall be met during construction and on an on-going basis:

1. Approval of this waiver shall not constitute acceptance of the roadway by the Town.
2. All maintenance, repair, and replacement of roadway elements subject to this waiver, including areas where gravel shoulders do not meet Town standards, shall remain the sole responsibility of the property owner(s), homeowners' association, or other private entity, unless and until the road is formally accepted by the Town.
3. Any landscaping, structures, lawn areas, irrigation systems, or other improvements installed by property owners within the right-of-way are placed at the owner's risk. An agreement shall be required, reviewed by Town Counsel, and recorded at the HCRD at the applicant's expense, between the subject property owners, the Homeowner's Association, and the Town that indicates that acceptance of the roadway by the Town, if it occurs, shall not obligate the Town to maintain, preserve, repair, or replace any such owner-installed improvements within the right-of-way. The Town may remove, alter, or disturb such improvements as necessary for roadway maintenance, safety, drainage, or utility purposes without compensation to the property owner.
4. Future acceptance of the roadway by the Town shall be at the sole discretion of the Board of Selectmen and may require the roadway to be brought into full compliance with the Town of Amherst Road Standards, Subdivision Regulations, and DPW requirements in effect at the time of acceptance, including correction of any waived elements.

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89 Brian Cullen asked about parking spaces on the site. Sam Foisie stated that the proposal is to
90 resurface a parking lot on a shared lot line and there will need to be communication with the
91 abutting property to see if the line can be extended slightly for the new pavement. If the abutter
92 says no, there will be a line between the new pavement and the pavement in failure.

93
94 Arnie Rosenblatt asked for public comment.

95
96 John D’Angelo, attending remotely, noted that he is the alternate Board of Selectmen ex-officio
97 and would like to sit on the Planning Board in place of Pamela Coughlin.

98
99 Will Ludt, 3 School Street, asked about the potential release of PFOAs on this site as part of the
100 handling of industrial materials. Sam Foisie stated that this site is within a PFAS contaminated
101 area. There is an area of contaminated topsoil storage located at the back of the site. The
102 applicant will not be releasing any new contaminants into the air.

103
104 There were no additional public comments at this time.

105
106 **Gordon Leedy moved to approve the Conditional Use Permit, subject to the**
107 **conditions subsequent and precedent in the staff memo. Seconded by Tom Quinn.**
108 **Roll Call Vote: 5-0-0 motion carried unanimously.**

109
110 **Gordon Leedy moved to approve the Site Plan, subject to the conditions subsequent**
111 **and precedent, noting that condition precedent #3 would be moved to a condition**
112 **subsequent; conditions subsequent #2 would be modified to allow for minor**
113 **deviations to be made to the plan with the approval of Town staff or the engineer;**
114 **and to remove the AoT permit language from conditions subsequent #5. Seconded**
115 **by Brian Cullen.**
116 **Roll Call Vote: 5-0-0 motion carried unanimously.**

117
118 **Gordon Leedy moved to approve the Findings of Fact as listed in the staff memo,**
119 **with substantial completion including the stormwater and a binding course on the**
120 **parking area; and active and substantial development including the foundation.**
121 **Seconded by Tom Quinn.**
122 **Roll Call Vote: 5-0-0 motion carried unanimously.**

123
124 **2. CASE #: PZ19998-110325 – Michachunk Development, Inc., c/o Mike Foisie (Owner**
125 **and Applicant); Founder’s Way & Gatchel Way; PIN #: 005-059-017 – 005-059-037.**
126 **Final Subdivision Approval Amendment. To seek a partial waiver of the approved road**
127 **standard for gravel shoulder dress coat along 13+/- lots and to address other matters**
128 **which may become known per pending Town correspondence. Zoned Residential/Rural.**
129 *Continued from January 7, 2026*

130
131 *Brian Cullen recused himself from this item. Rob Clemens sat as a voting member.*
132

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133 Arnie Rosenblatt read and opened the hearing.

134
135 Emily Goering, Callagher, Callahan & Gartrell and representing the applicant, explained that this
136 deals with the Founders Village subdivision, specifically, Phases 3 and 4, the last two phases.
137 This is before the Board as a precursor to road acceptance in front of the Board of Selectmen.
138 The applicant is seeking an amendment to the final approval of the subdivision, for a waiver to
139 the design standard which required a gravel top dressing to the shoulder of the remaining lots.
140 There are approximately 13 lots that either have grass or a mixture of grass and gravel off the
141 roadway, which is not in strict conformance with the plans that were approved. The applicant
142 believes that this site is in general conformance and substantial conformance with those
143 standards.

144
145 Ken Clinton, Meridian Land Services, explained that the overall projects dates back to 2006.
146 Work for the site has been performed in accordance with the approved site plan and, in
147 particular, the cross-section which defines the components of the roadbed, road box, and road
148 materials. The cross-section was in effect at the time of approval and is what the road has been
149 constructed to. This is not a matter of the gravel shoulder not being constructed or installed.
150 Everything was constructed and installed for this roadway, especially Phases 3 and 4. The work
151 was inspected by representatives from the Town's third party engineering company, Keach
152 Nordstrom. The Phase 3 final pavement was installed in December 2023. At that time, the Phase
153 4 final pavement was delayed at the request of Town representatives because the individual lot
154 construction was underway for Phase 4. Typically, the final pavement is not laid while that level
155 of construction is occurring as individual contractors, independent of the developer, could
156 damage the final course, requiring it to be repaired. Michachunk thus paused to allow most, if
157 not all, of the construction to occur. During that pause, some landowners from Phases 1 and 2
158 who had already moved in modified the gravel shoulder. In some cases, this included removal of
159 some gravel and in order cases installation of a lawn, perhaps with irrigation. There are varying
160 levels of gravel shoulder in the area. During the fall of 2024, Phase 4 paving occurred as the lots
161 were being built upon and developed. He explained that Mike Foisie, owner/applicant, was
162 largely absent at that time, as he was not the builder of the homes. Mr. Foisie had sold off the
163 lots in Phases 3 and 4 to independent builders. When Phases 1 and 2 came before the Town to be
164 accepted, people had already extended their grass or landscaping up to the pavement. This was
165 an ongoing condition in the subdivision and is widespread throughout the Town. Most recently, a
166 Keach Nordstrom filing inspection deemed everything complete except for this one item, which
167 reads to install the shoulder gravel to back up new pavement station 23+00 to station 15+00,
168 which is Phases 3 and 4.

169
170 Ken Clinton explained that the applicant team had numerous conversations with DPW Director
171 Slosek on the needs to remedy this situation. The applicant understands the DPW's position, but
172 the two parties have not been able to reach a resolution. A third party review of the matter was
173 obtained, and Meridian Land Services has conclusively responded to any comments and
174 concerns. From an engineering standpoint, there is no problem. This item comes down to a
175 question of maintenance. The DPW Director's position is that improvements within the right of
176 way, directly adjacent to the pavement, may get damaged during the Town's maintenance of the

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177 road, particularly during winter plowing. This is an issue for those owners who installed
178 improvements within the right of way, directly up to the pavement. It is not an issue for the
179 developer, who built the road completely and paused to pursue acceptance for the benefit of the
180 Town. Thus, the request is for a partial waiver. The waiver request is partial because this
181 occurrence is not on every single property from Phases 3 and 4. This occurred on approximately
182 13 properties, in varying levels of lack of compliance of the 4' gravel shoulder, out of 20 total
183 residences.

184
185 Ken Clinton explained that the cross-section from the plan shows a gravel shoulder of the road
186 box, with the depth of materials as installed. From an engineering standpoint, what was installed
187 was insubstantial. It does not matter for the proper drainage of the road or the maintenance of the
188 road. This requirement was from 2009 when the plan was approved, which was a grossly over
189 designed system. Phases 3 and 4 generate less than 400 vehicles per day. The overall roadway
190 width, including the pavement and adjacent shoulders, is required to be 18'. The application
191 materials note that a road of this nature, serving the volume of cars that it does, requires an 18'
192 full roadway width. The plan shows 32' of roadway on the ground, which is grossly overbuilt.
193 Having 32' worth of road when only 18' is required speaks for itself. One statement from
194 Meridian Land Services, in a December 2025 correspondence, states that it is Meridian's firm
195 and professional opinion that the existing shoulders along Phases 3 and 4 are more than
196 sufficient to service this subdivision. Replacing the grass top shoulder areas with gravel does not
197 offer any appreciable benefit to the roadway. All engineers from Meridian and their third party
198 consultants have been consistent in stating that, engineering-wise, this is not a problem. This
199 comes down to the landowners' reactions should their grass get disturbed during winter plowing.
200 This would require a simple notice to the landowner, which the applicant team has offered to do,
201 that this is their responsibility as it is their improvement. The developer cannot remove these
202 improvements which the landowners have paid to have installed, as he has no ownership of these
203 areas. Ken Clinton noted that he has never witnessed a road which has been constructed fully in
204 accordance with a design. There are many variables during road construction which have an
205 impact. The Board's subdivision regulations, Section 211.7, state that there will be periodic
206 inspections by a licensed professional engineer to ensure that new construction is generally in
207 conformance with the approved plans to Town standards and requirements. This language does
208 not say "absolutely" in conformance with the approved plans. This road far exceeds the
209 requirements. The road was overdesigned and when construction was completed, gravel
210 shoulders were fully installed by the developer and the contractor. Some landowners installed
211 grass and landscaping up to the pavement, as is done throughout Town. These improvements
212 have no significant impact on the function of the roadway. This is an extremely insignificant
213 matter which is well worthy of a waiver by the Board.

214
215 Steve Desmarais, Steven A. Desmarais Construction, Inc., explained that every phase was
216 inspected by the Town's inspector. Every bit of the road was built according to the plan. It
217 appears approximately half a dozen houses scraped an inch of gravel away and replaced it with
218 lawn. The gravel was installed, as per the plan. It is clear why there is a note which states that it
219 was not installed. There are no other roads in the town of Amherst that are built better than this
220 road.

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221
222 Bruce Marshall, civil engineer contracted by the applicant, explained that the Town's concern
223 was the top 1" of gravel on the shoulder. Generally, after the top has been paved, the gravel is
224 shimmed up. He checked out other roads in Town and saw similar issues with loam being
225 installed. There are no structural or drainage issues with the shoulders of this road. When people
226 install lawn up to the road, this is less maintenance for the Town. On roads in Town with a
227 gravel shoulder, 90% of have been grassed over. Normally, the road would be paved once the
228 binder and ditch lines were complete. In this case, the municipality asked the developer to delay
229 pavement top to let the road settle a bit and make sure the binder was not damaged. In his
230 experience, if a pavement top was delayed, the town takes over the plowing and maintenance
231 because the town is getting a benefit of waiting a year to put the top on. In this case, the
232 developer was still maintaining the road for these issues, which does not make sense. Bruce
233 Marshall stated that he met with the DPW Director to confirm his concerns, which appear to be
234 that some of the landowners installed lawn and even some planters, which have been removed,
235 up to the pavement. The DPW Director did not seem concerned regarding this compromising the
236 structural integrity of the road. Some in the State intentionally put a loam base on the top
237 shoulder because grass will grow and help prevent any washout. Under the Town's streetscape
238 design standards and its winter operations policy, it is clear that if the Town causes damage to
239 anything installed in the right of way by landowners, it is the owners' problem. There is no
240 liability on the Town for that. He reviewed the list of Town owned roads as of September 2023,
241 and all phases of Founder's Way and Gatchel Way are included. The road has not been accepted
242 for maintenance due to the delay in putting the top down. In his experience, the developer cannot
243 tell the property owners what they can/cannot do in the Town right of way. This would fall to the
244 Town's policies. This places the developer in a bind because he wants to get the road accepted by
245 the Town and he agreed to carry on the maintenance. Bruce Marshall stated that he could not
246 find anything during the construction of these roads that there was a negative inspection
247 regarding how the roads were built. This is perhaps the most intense rural street that he has
248 witnessed, requiring the thickness of pavement and the materials underneath. He does not believe
249 this should require a waiver. He also checked tax cards and all of the people that live in the
250 development are being taxed the same for road maintenance, but this is being done by the
251 developer.

252
253 Attorney Goering stated that the Town has put up a roadblock for the developer that it cannot
254 move forward with road acceptance and wrap this item up unless something is done about the
255 gravel issue. The Town is saying that there must be the strictest conformance with what was
256 previously approved. The road standards are in place to ensure that there is a well-built road,
257 which is safe, durable, and has longevity. All of that is achieved with what was built in the field.
258 This road has been overbuilt. It will be durable and have longevity, and it is a safe road. The
259 Town has been advocating for the developer to pull out the lawns which were installed on a
260 small number of lots and replace the areas with gravel. In many jurisdictions, the approach is to
261 have some grass mixed in with the gravel to create a more stable roadway. It is illogical for the
262 developer to pull out these lawns, and this may actually be illegal. This waiver is entirely
263 consistent with the road standards. This situation was created based on unique circumstances in
264 the subdivision. During a pause on finishing the road, people moved in and certificates of

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265 occupancy were issued. This is not a situation that the developer should need to remedy, and it is
266 a significant roadblock which needs to be cleared in order to move forward with the Board of
267 Selectmen road acceptance.

268
269 John D'Angelo asked if Michachunk owns the road and right of way until the Town can be
270 persuaded to take it over. Attorney Goering stated that this is up in the air. Michachunk still has a
271 maintenance obligation, but the Town has listed that it has accepted the right of way as part of its
272 official roads. The developer is trying to turn over the maintenance obligations to the Town.
273 Bruce Marshall stated that the right of way is the Town's. Certificates of occupancy could not
274 have been issued until the lots had frontage along a Town road. This is per statute and the
275 regulations.

276
277 Attorney Goering stated that this application is only for a waiver for the gravel issue. This will
278 still need to go before the Board of Selectmen for acceptance of the road maintenance. Town
279 Counsel will work with the Board of Selectmen on this issue.

280
281 Gordon Leedy asked if it is the applicant's testimony that the roadway was constructed per the
282 cross-section on the plans. Attorney Goering stated that this is the case. Gordon Leedy stated that
283 he finds the argument regarding changing AASHTO standards unpersuasive. It is the applicant's
284 obligation to perform under certain standards, and he is glad to hear that this occurred. The issue
285 is not that a landowner installed grass to the Cape Cod berm or edge of pavement, but that other
286 improvements, such as irrigation, were installed within the right of way and could be subject to
287 damage, creating an issue for the Town. It appears that a notification could take place with the
288 effected landowners which makes this their responsibility. Attorney Goering stated that there is a
289 Town policy which protects the Town in these cases. There was a notification for abutters on
290 these lots that there were non-compliant items with the Town's ordinance installed within the
291 right of way. Gordon Leedy stated that he would support this if it was a recorded document, as it
292 would run with the property. Attorney Goering stated that some of the conditions precedent
293 include identifying which lots were effected and associated plan revisions. The proposed
294 document could be worked into the waiver approval.

295
296 Gordon Leedy asked about a lack of deeds for the right of way. Attorney Goering stated that
297 when Phases 1 and 2 were accepted, the Town also accepted an easement deed. When Phases 3
298 and 4 are accepted by the Board of Selectmen, new recorded instruments will be used for the fee
299 ownership for Phases 1 and 2. This has been vetted with Town Counsel.

300
301 Tom Quinn stated that he believes the road was well constructed. He takes issue with the
302 statement that nothing can be done by the applicant at this time. The problem is within the Town
303 right of way. Attorney Goering stated that the applicant was not the developer for these parcels
304 and cannot dig up these area of right of way. Tom Quinn stated that anyone authorized by the
305 Town could do so. Attorney Goering stated that the Town could. Tom Quinn stated that it is not
306 a correct statement that the applicant can do nothing in this case. Attorney Goering stated that
307 Michachunk should not be doing anything in this case. The Town is within its own authority to

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308 tear up these areas and install gravel, if they so choose, though this may lead to an inferior
309 product and erosion of the edge of road.

310
311 Tom Quinn asked if any of the installed irrigation compromised a shoulder in the area. Ken
312 Clinton stated that an inspection was completed which saw no concerns in the edge areas where
313 grass was planted. He did not see an irrigation head or any edge failure.

314
315 Tom Quinn asked if there have been creative ideas with the Town as to how to handle this, such
316 as a small maintenance bond. Attorney Goering stated that the applicant has tried in good faith to
317 work with the Town to not have to go through this process. There is an existing list of what will
318 need to be done in order to obtain road acceptance from the Board of Selectmen, and part of
319 these items includes a bond.

320
321 Arnie Rosenblatt asked for an explanation of the waiver request and the standard that it is being
322 sought from. Attorney Goering stated that when the design plans were approved, they showed a
323 4' gravel shoulder. As it was constructed, there are 13 lots which do not have strict conformance
324 to this and so the applicant is requesting a partial waiver for those 13 lots, identified by lot
325 number as required in the staff memo. The purpose of the road standards, specifically having a
326 gravel shoulder, is to ensure that the road is safe, that there is adequate drainage, and that there is
327 shoulder functionality. There were several memos submitted which identified that the functions
328 of the shoulder are fully satisfied in this case. The asphalt condition fully satisfies the spirit and
329 intent of the Ordinance, such as having safe, durable roads with shoulder functionality. The
330 specific conditions of the subdivision include that there was a delay in obtaining road acceptance
331 at the request of the Town, which allowed a circumstance for lot owners to install lawns or allow
332 lawns to develop naturally in the area. This is a unique circumstance outside of the developer's
333 control.

334
335 Arnie Rosenblatt stated that it is unclear what standard should be applied by the Board in making
336 a decision to grant the waiver. Attorney Goering stated that the specific circumstances relative to
337 the subdivision or the conditions of the land in the subdivision indicate that the waiver will
338 properly carry out the spirit and intent of the regulations. The relief requested will satisfy the
339 intent of the standard. This satisfies the intent of the standard, meaning the roadway standard.

340
341 DPW Director Eric Slosek explained that the Department of Public Works is tasked with
342 inspecting roads once they receive notice that the roads are ready for final inspection. A site visit
343 was conducted in September 2023 to review some punch list items, many of which were
344 addressed afterwards. The one item which was not completed was the gravel shoulders. The
345 DPW reviews the plans to ensure that the project was completed according to the plan. The
346 Department of Public Works does not support the waiver request. The roadway in question was
347 approved with gravel shoulders as part of the design plan. The current state of the road is not in
348 compliance with the approved plan and the fact that the developer is requesting a waiver
349 confirms this noncompliance. Importantly, the roadway has not yet been accepted by the Town.
350 A waiver should not be granted without compelling justification. A primary concern is that
351 approving this waiver will almost certainly create avoidable future conflict between the Town

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352 and property owners. In the absence of gravel shoulders, private landowners made improvements
353 to these areas, including lawns and at least one irrigation system. These improvements were
354 expanded to the edge of pavement within what will ultimately become the Town's right of way
355 once the road is accepted. Routine maintenance activities such as plowing, shoulder
356 maintenance, drainage work, and pavement repair will inevitably disturb these areas. This will
357 lead to damage of the private improvements and, in turn, disputes between residents and the
358 Town. There are policies in place to protect the Town, but issues and concerns have already
359 come up, such as mailboxes or things disturbed or damaged by the plows. This would subject the
360 Town, knowingly, to a situation where there are private improvements that exist and should not
361 have per the approved plan. It is disturbing to his Department that this would create a foreseeable
362 preventable issue. The Town should not accept infrastructure that creates built in conflict with its
363 own maintenance obligations. Secondly, despite the ongoing debate whether lawns are
364 appropriate substitutions for gravel shoulders, he firmly believes that gravel shoulders are
365 superior to lawns for the functional purposes they are intended to serve. Gravel shoulders
366 provide structural edge support to the pavement, enhanced drainage, improved roadway
367 durability, and a more stable recovery area for vehicles. While there may be debate regarding
368 whether turf can provide some drainage benefit under ideal conditions, there is no credible
369 argument that lawns outperform properly constructed gravel shoulder in terms of stability,
370 durability, and long term roadway performance. The approved design reflects established
371 roadway standards for this reason. The plans show a gravel shoulder that was designed and
372 should have been constructed. Subsequent property owners disturbed those gravel shoulders. If
373 the road had been constructed to plan and remained in that state today, it would be better for the
374 Town moving forward. In his professional judgment, the most prudent course of action is to
375 require the roadway to be brought into compliance with the approved plan. Doing so protects the
376 Town's long term interests and reduces operational risk, avoiding unnecessary conflict with
377 future residents.

378
379 Steve Keach, Keach Nordstrom, explained that the cross-section was part of the subdivision
380 regulations at the time the application was approved. Public Works, Community Development,
381 and his office as agent for the Town have the responsibility of making certain during
382 construction that the standard which was approved is what is built on site. The road was built
383 structurally well. The conundrum was that subsequent homeowners made improvements on their
384 own. Michachunk Development will soon be before the Board of Selectmen asking for road
385 acceptance. The Town has a well-established procedure for the appropriate documentation and
386 information to be presented properly to the Board of Selectmen in order for them to make the
387 determination. The Board of Selectmen will rely heavily on the DPW for this information. The
388 developer and design engineers did their job well. The DPW and his office did their job well. He
389 asked how many miles of Town road the DPW maintains. DPW Director Slosek stated that this
390 is 126 miles. Steve Keach stated that the DPW needs efficiency and timeliness to make all roads
391 passable to the standard that Amherst residents demand. If each road has an individual
392 circumstance to watch out for in the shoulder area, it makes the DPW employees' jobs less
393 pleasant. He supports the DPW Director's position because it is factually correct. The Town has
394 standards and takes time to implement and police those standards. It is unclear how much a
395 waiver would do, as the question of acceptance lies with the Board of Selectmen alone.

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396
397 John D'Angelo stated that the standard is whether the Town would be better served if the lawn is
398 removed and the gravel shoulder is replaced. It is unclear whose responsibility it should be to
399 complete the work. The issue is not the quality of the road.

400
401 Rob Clemens stated that residents in his subdivision have grassed out to the curb and have
402 irrigation installed, though the roads are private and not public. The hired plows damage these
403 items every year and the residents complain. He would be okay with the burden in this case
404 being placed on the homeowners who installed these items in the right of way.

405
406 Lisa Haagen stated that the road was built to the standard. The gravel was installed but may have
407 been covered up by various landowners. This is the homeowners' burden.

408
409 Tom Quinn asked if the DPW is clear that the edges of the road were shimmed when the top was
410 put on. Steve Keach stated that the shoulders were brought to the level of the binder.
411 Subsequently, when the topcoat was installed, there were gaps where the gravel may not have
412 been brought fully up in places where there was already landscaping/lawn. He agreed with Bruce
413 Marshall's analysis.

414
415 Gordon Leedy stated that, if the roadway had been inspected in 2023 prior to the houses being
416 built and the same contractors were then brought in, there would be no additional protection for
417 the Town. If the road was built according to the plan and subsequently modified, the Town
418 should be protected via a recorded notification to the property owners. He asked how much of
419 the roadway has Cape Cod berm. Steve Keach stated that this is maybe 15% of the road, in
420 strategic places.

421
422 Arnie Rosenblatt stated that the standard articulated by the applicant for waiver acceptance is
423 that there is a functional equivalent of what was required by the Town under the approved plans.
424 Steve Keach stated that this could be the case. There are 13 data points along the road. He is
425 comfortable with the applicant's conclusion for the majority of these cases. The built
426 environment of the road is okay. The maintenance function may be in question, and this is the
427 DPW Director's expertise. DPW Director Slosek stated that the alterations to the 13 lots vary and
428 while the maintenance may not be an issue for many of the lots, but it is also unclear how much
429 of the gravel may have been removed from other lots. This is unclear without a full inspection of
430 what was installed.

431
432 Arnie Rosenblatt asked for public comment.

433
434 Dan Gosselin, 32 Founder's Way, stated that Founder's Way is a dead end street, as is Gatchel
435 Way. These are not heavily traveled roads. He planted grass to the edge of pavement. He
436 received a certificate of occupancy in August 2024, and no one suggested that this could not be
437 done. He intends to maintain the lawn himself and would sign something regarding being
438 responsible for any damages during maintenance. This is an issue with timing. The developer
439 was generous not moving forward with the final coat of pavement and this got him into trouble.

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440 The Town signed off on the gravel shoulders. There is grass up to the road in half of the house
441 lots in Town. If the Town is not going to require that gravel be maintained after roads are
442 accepted and homeowners are free to plant grass at this time, it is unclear the issue with this
443 waiver. The Amherst Street sidepath contains grass along the roadway, not gravel. This is
444 precedence set by the Town.

445
446 Dean Brammer and Wendy Depuy, 88 North Street, stated that there was a property marker
447 along the gravel of North Street which was destroyed and never replaced when it was last
448 improved.

449
450 Paul Crotty, 5 Gatchel Way, stated that he is a homeowner from Phase 1 who installed grass to
451 the pavement, prior to the road being accepted. There is an inconsistency in the position that the
452 Town is taking on this subject. The issue with what was installed should not be the developer's
453 responsibility.

454
455 Sarah McEntee, President of the Founders Village HOA, stated that there is a robust HOA with
456 expectations that the homes will be maintained at the existing level. She had previously
457 landscaped up to the property line and received a letter from the Town in 2024 that it would be
458 her responsibility if anything happened in that area. It is unclear why that cannot be done for
459 these lots in question.

460
461 John Brennan, 25 Founder's Way, thanked Mike Foisie for his continued work maintaining the
462 roads. He noted that the tax payments for the 20 houses impacted were in excess of \$460,000. In
463 addition to that, each home paid a \$13,500 impact fee. The demographic of most of the
464 homeowners in this area leads to no additional impact for the school system. He suggested
465 obtaining consent from the homeowners involved or a notification that these areas are the
466 homeowners' responsibility. He asked that the waiver be approved.

467
468 There was no additional public comment at this time.

469
470 Tom Quinn stated that it is unclear if the waiver approval makes much difference, as acceptance
471 of the road is the responsibility of the Board of Selectmen. Functionally, the grass up to the
472 pavement is not a big deal, but the bottom line is that the road is not up to the approved plan. The
473 DPW Director's concern and comments are the tipping point.

474
475 Gordon Leedy stated that a recorded instrument indicating responsibility of the homeowners for
476 items installed in the right of way would be appropriate. Arnie Rosenblatt asked about an
477 agreement with the HOA for this responsibility. Gordon Leedy agreed. Lisa Haagen stated that
478 this may be over and above what is needed based on the existing regulations. Calls to the DPW
479 will still occur if there is damage. Gordon Leedy stated that the Town should do whatever it can
480 to avoid disagreements in the future.

481
482 **Gordon Leedy moved to approve CASE #: PZ19998-110325 for Michachunk**
483 **Development, Inc., c/o Mike Foisie (Owner and Applicant), for the above cited**

February 18, 2026

APPROVED

484 subdivision amendment of various lots on Map 5 Lot 59 Founder's Way and
485 Gatchel Way, and to approve a partial waiver of the approved road standard for a
486 gravel shoulder dress coat along 13 +/- lots of the plan originally, conditionally
487 approved by the Amherst Planning Board on May 8, 2008; with the conditions listed
488 in the staff memo, amending condition subsequent #3 to require the recordation of
489 an instrument between the subject property owners, the HOA, and the Town to
490 memorialize an agreement which indicates that acceptance of the roadway, if it
491 occurs by the Town, shall not obligate the Town to maintain, preserve, repair, or
492 replace any such owner-installed improvements in the right of way and that the
493 Town may remove, alter, or disturb any such improvements as necessary for road
494 maintenance, safety, drainage, or utility purposes without compensation to the
495 property owner. Seconded by Lisa Haagan.

496 Roll Call Vote: 4-1-0 motion carried with T. Quinn opposed.

497
498 Gordon Leedy moved to approve the Findings of Fact, including an additional item
499 that the fact that the property owners pay a lot in taxes is not relevant to the
500 decision. Seconded by Lisa Haagan.

501 Roll Call Vote: 4-1-0 motion carried with T. Quinn opposed.

502

503 **COMPLETENESS REVIEW OF APPLICATION AND PUBLIC HEARING IF**

504 **APPLICATION IS ACCEPTED AS COMPLETE:**

505 3. CASE #: PZ20007-012026 – Kent's Service Station, Inc. (Owner); Kent's Towing,
506 Kent Sheldon (Applicant); 3 Caldwell Drive; PIN #: 002-046-003. Conditional Use
507 Permit. To depict a 11,728 SF building with all associated site improvements including
508 but not limited to: parking, utilities, and stormwater management practices. Zoned
509 Industrial.

510

511 *This item was previously addressed and voted on.*

512

513 4. CASE #: PZ20008-012026 – Vonderosa Properties, LLC (Owner and Applicant), 4
514 & 6 Fawn Crest and 5 Beechtree Way, PIN #: 004-117-001, 004-116-002, & 004-116-
515 006. Lot Line Adjustment. To adjust the common lot lines between tax maps lots 4-117-
516 1, 4-116-2, & 4-116-6. Zoned Residential/Rural.

517

518 *Rob Clemens recused himself from this item.*

519

520 Gordon Leedy moved to accept the application as complete and subject to the
521 Board's review. Seconded by Lisa Haagan.

522 Roll Call Vote: 5-0-0 motion carried unanimously.

523

524 Chelsea Roberge and Carl Foley, Fieldstone Land Consultants, explained that the proposal is for
525 a lot line revision. This revision will allow Tax Map 117-1 an additional 25' at the rear of their
526 property by subtracting Parcel A from Tax Map 116-2 and Parcel B from Tax Map 116-6 and
527 adding them to Tax Map 117-1. Lot 117-1 will increase to seven acres, Lot 116-2 will decrease

The following conditions subsequent shall be met during construction and on an on-going basis. These conditions shall run with the land and apply to all current and future owners of the affected Map and Lot parcels:

1. Approval of this waiver shall not constitute acceptance of the roadway by the Town.
2. All maintenance, repair, and replacement of roadway elements subject to this waiver, including areas where gravel shoulders do not meet Town standards, shall remain the sole responsibility of the property owner(s), homeowners' association, or other private entity, unless and until the road is formally accepted by the Town.
3. Any landscaping, structures, lawn areas, irrigation systems, or other improvements installed by property owners within the right-of-way are placed at the owner's risk. Acceptance of the roadway by the Town, if it occurs, shall not obligate the Town to maintain, preserve, repair, or replace any such owner-installed improvements within the right-of-way. The Town may remove, alter, or disturb such improvements as necessary for roadway maintenance, safety, drainage, or utility purposes without compensation to the property owner.
4. Future acceptance of the roadway by the Town shall be at the sole discretion of the Board of Selectmen and may require the roadway to be brought into full compliance with the Town of Amherst Road Standards, Subdivision Regulations, and DPW requirements in effect at the time of acceptance, including correction of any waived elements.
5. Approval of this waiver is expressly conditioned on the understanding that the Department of Public Works has not certified the roadway as meeting Town acceptance standards.
6. The applicant shall comply with all of the Town of Amherst's Non-Residential Site Plan Review Regulations, Subdivision Regulations, Zoning Ordinances, and Stormwater Regulations.
7. All construction shall be performed in accordance with the plans, profiles, typical sections, and details approved by the Planning Board.

NOTE:

Please be aware that the staff report does not represent any opinion of the Planning Board as to the acceptability of the plans; it is only to verify that the standard details and issues are addressed in some manner for the Board to consider. **There may, therefore, be items discussed at the hearing that have not been mentioned as part of the staff report or that are in direct contradiction to information contained herein.**

GN / 2/9/26

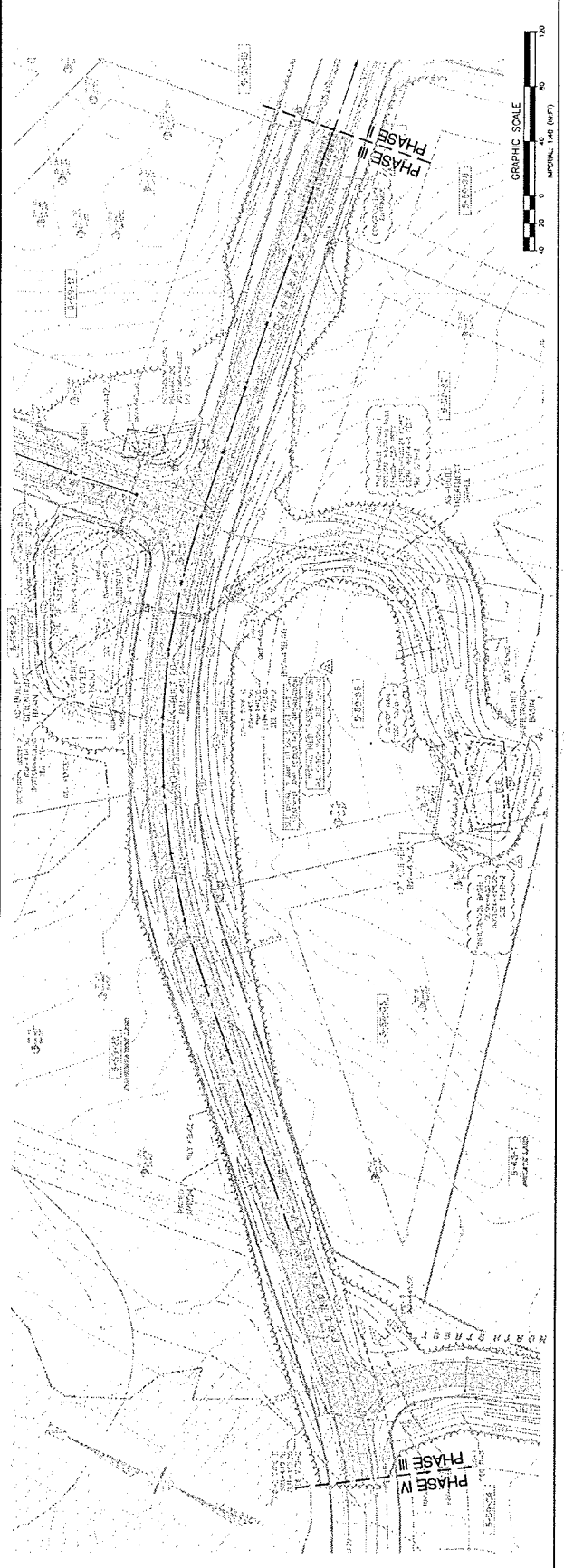
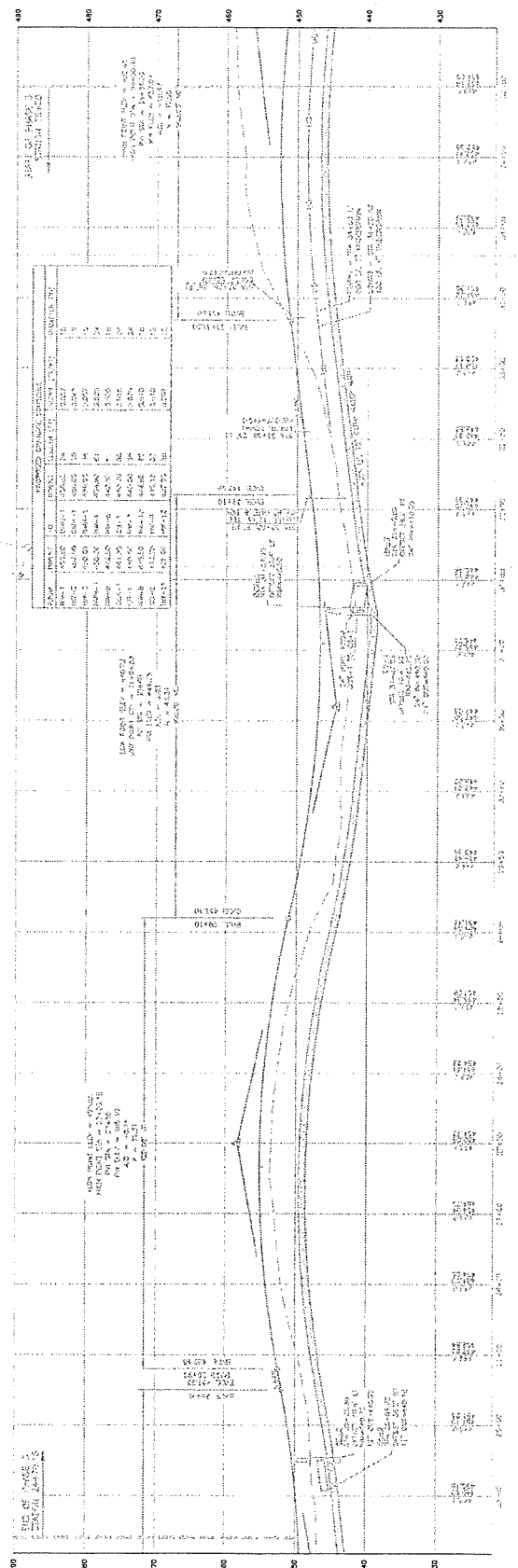
S:\Departments\Community Development\Properties\005\005-059-000\005-059-000 PB\2025 Amendment\005-059 Subdiv Amendment Staff Report 1.7.25 rev.2.docx

REV	DATE	DESCRIPTION
1	11/11/19	ISSUED FOR PERMITS
2	11/11/19	ISSUED FOR PERMITS
3	11/11/19	ISSUED FOR PERMITS
4	11/11/19	ISSUED FOR PERMITS
5	11/11/19	ISSUED FOR PERMITS
6	11/11/19	ISSUED FOR PERMITS
7	11/11/19	ISSUED FOR PERMITS
8	11/11/19	ISSUED FOR PERMITS
9	11/11/19	ISSUED FOR PERMITS
10	11/11/19	ISSUED FOR PERMITS

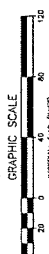
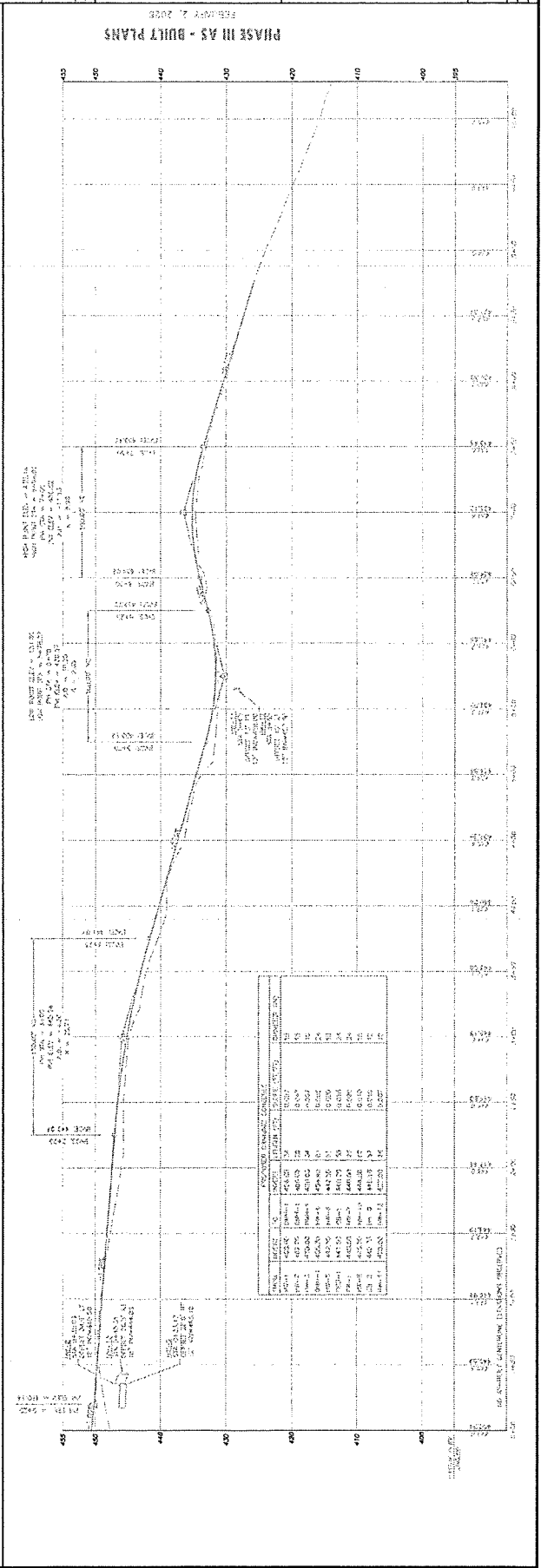
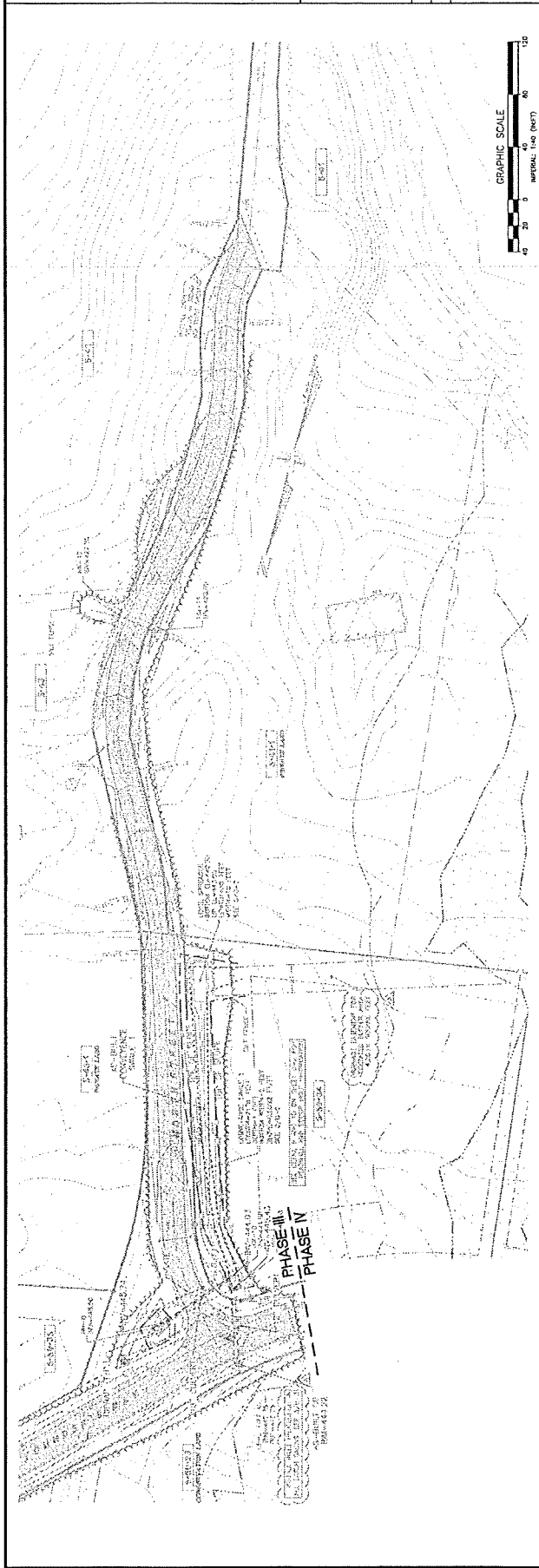
SCALE: 1" = 40' HORIZ. / 8" VERT.

LAND SERVICES, INC.
 100 Rte 108, Amherst, NH 03825
 TEL: 603.833.1111
 FAX: 603.833.1112

PHASE III AS - BUILT PLANS



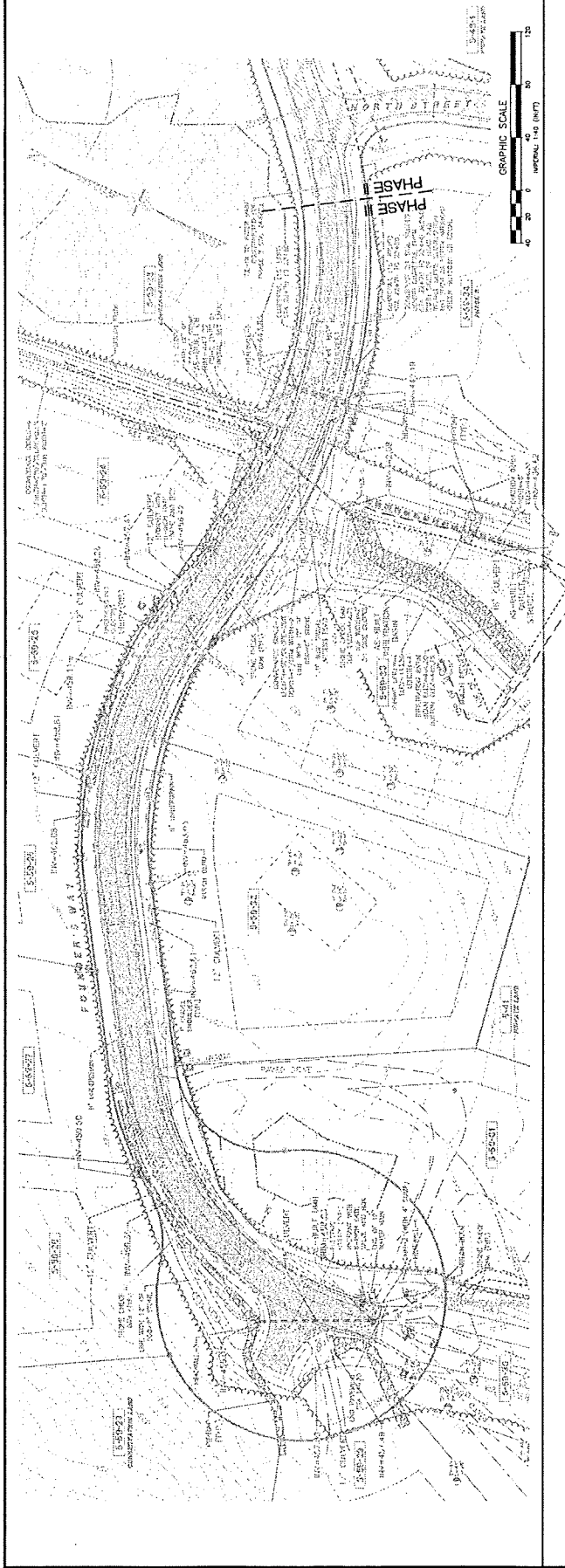
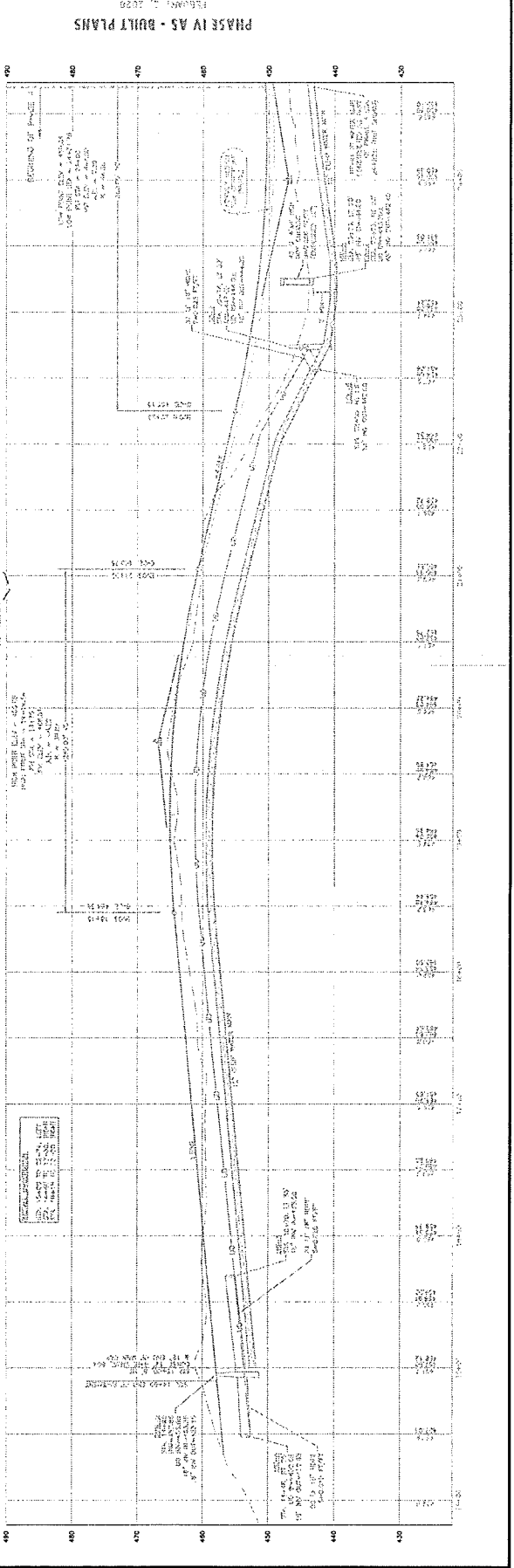
P-3
 SHEET NO. 3 OF 3
 MCHACHUNK DEVELOPMENT, LLC
 FOUNDERS VILLAGE - PHASE 3
 MAP 5 LOT 50
 AMHERST, NEW HAMPSHIRE
 SCALE: 1" = 40' HORIZ. / 8" VERT.
 MARCH 20, 2019
 FOUNDERS VILLAGE - PHASE 3
 NORTH STREET
 PLAN AND PROFILE
 STA 0+00 TO 9+00
 DATE: 3/20/19
 DRAWN BY: J. J. [unreadable]
 CHECKED BY: [unreadable]
 DATE: 3/20/19
 SCALE: 1" = 40' HORIZ. / 8" VERT.
 MARCH 20, 2019
 FOUNDERS VILLAGE - PHASE 3
 NORTH STREET
 PLAN AND PROFILE
 STA 0+00 TO 9+00



MERIDIAN
 LAND SERVICES, INC.
 3011 WILKINSON AVENUE, SUITE 100
 AMHERST, MASSACHUSETTS 01002
 TEL: 413.833.1111
 FAX: 413.833.1112
 WWW.MERIDIANLANDSERVICES.COM

REV.	DATE	DESCRIPTION
A	11/19/19	ADDED NOTES COMMENTS
B		
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MERIDIAN
 LAND SERVICES, INC.
 301 W. LAND AVENUE, SUITE 100
 AMHERST, MASSACHUSETTS 01002
 TEL: 413-253-1111
 WWW.MERIDIANSURVEYING.COM
 11 KENNETH BOON AVENUE, SUITE 100
 WILMINGTON, MASSACHUSETTS 01897
 TEL: 978-686-1111
 WWW.MERIDIANSURVEYING.COM





Issue Date: 4/27/2026

Irrevocable Standby Letter of Credit No. 9000012

Beneficiary:

Town of Amherst, New Hampshire
Attention: Danielle Pray, Chair, Board of Selectmen
2 Main Street
Amherst, NH 03031

Applicant:

Michachunk Development, Inc.
91 Baldwin Hill Road
Lyndeborough, NH 03082

Project:

Maintenance Bond
Founder's Way Phases III & IV

Amount: US \$2,161.86 (Two thousand, one hundred sixty-one, and 86/100 US Dollars)

Expiration Date: 4/27/2027

Ladies and Gentlemen:

At the request of Michachunk Development, Inc. ("Applicant") we hereby open in favor of the Town of Amherst NH ("Beneficiary") our Irrevocable Standby Letter of Credit ("Standby") for an amount not exceeding in aggregate \$2,161.86 (Two thousand, one hundred sixty one, and 86/100 US Dollars), and expiring at our counters at 57 Northeastern Boulevard, Nashua, New Hampshire on *ONE YEAR* ("Expiration Date"), or any future Expiration Date, as provided herein.

Funds under this Standby are available to the Beneficiary against presentation of draft(s) and document(s) in the form of Exhibit A and Exhibit B hereto, both drawn under and in compliance with terms and conditions of this Standby, present at our counters at 57 Northeastern Boulevard, Nashua, New Hampshire, 03062.

It is a condition of this Standby that the Expiration Date of this Standby is automatically extended, without amendment, from the present or any future Expiration Date for a period of one year, unless we notify you by certified mail or courier mail no less than sixty (60) days from the present or any future Expiration Date that we elect not to extend this Standby from the present or any future Expiration Date.

Partial drawings, and multiple presentations are permitted, to the extent that the aggregate amount honored hereunder cannot exceed the Amount of Standby.

We undertake and guaranty that all requests for payments made in compliance with this Standby shall be paid upon presentment.

Except so far as otherwise expressly stated herein, this Standby is subject to the "International Standby Practices (ISP 98), International Chamber of Commerce Publication 590".

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather Leach SR". The signature is written in black ink and is positioned above the printed name and title.

Millyard Bank

By: Heather Leach
Senior Vice President

Exhibit A to Millyard Bank Irrevocable Standby Letter of Credit

DRAFT

Date: _____

To:

Millyard Bank
57 Northeastern Boulevard
Nashua, NH 03062

At SIGHT pay _____ to the Town
of Amherst, New Hampshire. Drawn under Irrevocable Standby Letter of Credit issued ISSUE
DATE of the Millyard Bank, Nashua, New Hampshire

Town of Amherst, New Hampshire

By: _____

Name:

Title:

Exhibit B Millyard Bank Irrevocable Standby Letter of Credit

We the undersigned do hereby certify that Michachunk Development, Inc. of 91 Baldwin Hill Road, Lyndeborough, New Hampshire 03082, has failed to complete required maintenance for Founder's Way Phases III & IV, Amherst, NH.

Town of Amherst, New Hampshire

By: _____

Name:

Title:

Return to:
 Town of Amherst, NH
 Planning Department
 2 Main Street
 Amherst, NH 03031

Exempt from Real Estate Transfer Tax Pursuant to RSA 78-B:2 (I)
Exempt from LCHIP Surcharge Pursuant to RSA 478:17-g

WARRANTY DEED TO ROADWAY

MICHACHUNK DEVELOPMENT, INC. (“Grantor”), a New Hampshire corporation with a principal office address of 91 Baldwin Hill Road, Lyndeborough, New Hampshire 03082, for nonmonetary consideration grants to the **TOWN OF AMHERST** (“Grantee”), a body corporate and politic with a principal office address of 2 Main Street, Amherst, New Hampshire 03031, with warranty covenants, and pursuant to a vote of the Board of Selectmen on January 9, 2017, the following described property located in the Town of Amherst, County of Hillsborough, State of New Hampshire as more particularly described as follows:

Fee interest in and to the roadways identified as Agawam Way, Ossipee Lane, and the Phases I and II portions of Pennacook Byway, as shown on a plan entitled “Michachunk Passage, Phasing Plan, Land of: Michachunk Development, Inc., Tax Map 5 Lot 59, Amherst, New Hampshire, and Tax Map 9 Lot 3, Milford New Hampshire, dated October 24, 2006 by Meridian Land Services, Inc.” and recorded in the Hillsborough County Registry of Deeds as Plan No. 36718. Said roadways were subsequently renamed as Trask Way, Potter Way, and the Phases I and II portions of Founders way, as shown on a plan entitled “Founder’s Village (Formerly Michachunk Passage), Development & Road Name Revision Plan, Land of: Mikchachunk Development Inc., Tax Map 5 Lot 59, Amherst, New Hampshire and Tax Map 9, Lot 3, Milford, New Hampshire, dated October 11, 2010 by Meridian Land Services, Inc.” and recorded in the Hillsborough County Registry of Deeds as Plan No. 36958. Reference is made to this plan for a more specific description of the herein conveyed roadways.


The purpose of this conveyance is to transfer those roadways now-identified as Trask Way, Potter Way, and the Phase I and II portions of Founder’s Way to the Town of Amherst as a public right of way. Meaning and intending to describe and convey all right, title, and interest to the remainder of property conveyed by Foreclosure Deed of Stephen B. Wellington, Jr. to Michachunk Development, Inc., dated September 8, 2009, recorded in the Hillsborough Country Registry of Deeds at Book 8133, Page 2036.

By conveying fee interest to the herein described roadways, this conveyance supersedes and replaces those instruments titled “Founder’s Village Roadway Easement Deed” dated

December 29, 2016, and recorded on February 24, 2017 in the Hillsborough Country Registry of Deeds at Book 8946, Page 2631 and Book 8946, Page 2635.

This is not homestead property of the grantor.

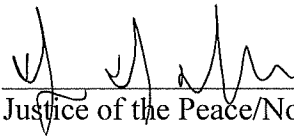
Executed this 27th day of April, 2026.

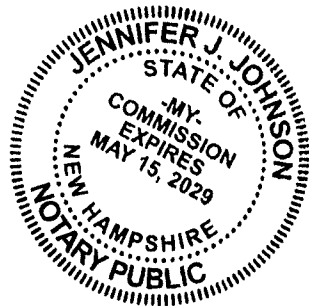

MICHACHUNK DEVELOPMENT, INC.
By: Michael Foise, President

STATE OF New Hampshire
COUNTY OF Hillsborough

This instrument was acknowledged before me on the 27th day of April, 2026 by Michael Foisie.

(Seal, if any)


Justice of the Peace/Notary Public
Jennifer J. Johnson
(Print Name)



My Commission Expires May 15th, 2029

Return to:
Town of Amherst, NH
Planning Department
2 Main Street
Amherst, NH 03031

Exempt from Real Estate Transfer Tax Pursuant to RSA 78-B:2 (I)
Exempt from LCHIP Surcharge Pursuant to RSA 478:17-g

WARRANTY DEED TO ROADWAY

MICHACHUNK DEVELOPMENT, INC. (“Grantor”), a New Hampshire corporation with a principal office address of 91 Baldwin Hill Road, Lyndeborough, New Hampshire 03082, for nonmonetary consideration grants to the **TOWN OF AMHERST** (“Grantee”), a body corporate and politic with a principal office address of 2 Main Street, Amherst, New Hampshire 03031, with warranty covenants, and pursuant to a vote of the Board of Selectmen on _____, 2026, the following described property located in the Town of Amherst, County of Hillsborough, State of New Hampshire as more particularly described as follows:

Fee interest in and to the roadways identified as Gatchel Way and the Phase III and IV portions of Founder’s Way, shown on a plan entitled “Founder’s Village (Formerly Michachunk Passage), Phase 3 & 4 Amended Subdivision Plan, Land of: Michachunk Development, Inc., Founder’s Way & Gatchel Way, Amherst, New Hampshire, dated February 12, 2026 by Meridian Land Services, Inc.” and recorded of even date in the Hillsborough County Registry of Deeds. Reference is made to this plan for a more specific description of the herein conveyed roadways.

The purpose of this conveyance is to transfer those roadways identified as Gatchel Way and the Phase III and IV portions of Founder’s Way to the Town of Amherst as a public right of way. Meaning and intending to describe and convey all right, title, and interest to the remainder of property conveyed by Foreclosure Deed of Stephen B. Wellington, Jr. to Michachunk Development, Inc., dated September 8, 2009, recorded in the Hillsborough Country Registry of Deeds at Book 8133, Page 2036.

The Grantee shall not be obligated to maintain, preserve, repair, or replace any private improvements that have been installed, maintained, or located within the herein conveyed right of way by abutting property owners. In the event that the Grantee removes, alters, or disturbs any such private improvements, the Grantee shall have no liability to said abutting property owners.

This is not homestead property of the grantor.

Executed this 27th day of April, 2026.

Michael Foise
MICHACHUNK DEVELOPMENT, INC.
By: Michael Foise, President

STATE OF New Hampshire
COUNTY OF Hillsborough

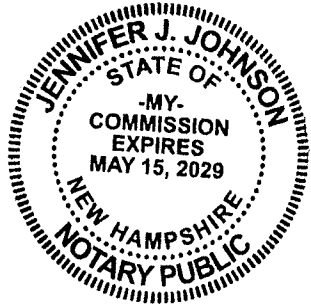
This instrument was acknowledged before me on the 27th day of April, 2026 by Michael Foise.

(Seal, if any)

Jennifer J. Johnson
Justice of the Peace/Notary Public

Jennifer J. Johnson
(Print Name)

My Commission Expires MAY 15, 2029





Emily C. Goering

214 N. Main Street
Concord, NH 03301

Direct Dial: (603) 545-3656
goering@gcglaw.com

April 15, 2026

Via email only

Board of Selectmen
c/o Lincoln Daley, Town Administrator
Town of Amherst, NH
2 Main Street
Amherst, NH 03031
LDaley@amherstnh.gov

Steven M. Whitley, Esq.
Drumond Woodsum
670 N. Commercial Street, Suite 207
Manchester, NH 03101
SWhitley@dwmlaw.com

**Re: Founder’s Village, Phases III and IV
Petition for Roadway Acceptance
Legal Opinion Letter in Response to April 13, 2026 Meeting**

Dear Members of the Board of Selectmen and Attorney Whitley,

In response to a discussion had with the Board of Selectmen on April 13, 2026, please accept this correspondence, detailing the further information sought by the members of the Selectboard.

BACKGROUND OF BOARD OF SELECTMEN DISCUSSION

Michachunk Development has sought formal acceptance of the roads remaining in Phases III and IV in the Founder’s Village Subdivision. At the April 13, 2026 meeting of the Board of Selectmen, the matter was publicly heard. At the conclusion of the Board’s meeting, the Board voted 4-0-1 to conditionally accept the road. Acceptance was conditioned upon review by Town Counsel of whether Condition Subsequent No. 3 had been satisfied.¹

¹ A recording of the April 13, 2026 Board of Selectmen meeting can be found at <https://vimeo.com/channels/1555931>. Discussion of the conditional approval begins at 2:53. The discussion specific to the final vote begins at 2:56 and the amended condition is discussed at 3:00.

The question of whether Condition Subsequent No. 3 was satisfied was an ongoing point of discussion with the Board. Throughout the discussion, undersigned counsel explained that the intent of Condition Subsequent No. 3 was to ensure adequate protections to the Town, while putting abutting property owners on notice that the Town was not liable for encroachments. Undersigned counsel further explained that these objectives were met through statute, local regulation, existing and future plan notation, the HOA declaration, a meeting with the HOA, and language contained in the draft roadway deeds. Undersigned counsel explained to the Board that, to the extent there is a reading that Condition Subsequent No. 3 requires an agreement to be reached with each property owner, that is outside of Michachunk's authority and would be an unattainable and unenforceable condition.

Prior to voting on the motion, Member Dockmo indicated that she wished to speak further on the motion. (April 13, 2026 Meeting at 2:56:50). Following the vote to conditionally accept the roadway, Member Dockmo elaborated that there are many roads in Town where people have built up to the right of way, and the Town knows that those items are damaged, it is not the Town's responsibility. From her perspective, if the Board has "enough confidence that all the documents in the registry already protect the Town, then we don't need anything else, then I think that's just fair, that's why I made the motion." (April 13, 2026 Meeting beginning at 2:58:45).

BACKGROUND OF PLANNING BOARD DISCUSSION AND CONDITION SUBSEQUENT NO. 3

On February 18, 2026, Michachunk Development went before the Planning Board to obtain a waiver which authorized grass to remain in the shoulder area of a small number of lots. Throughout the discussion with the Planning Board, Michachunk's design professionals spoke at length about the integrity of the roadway and that all structural components were more than adequately constructed. DPW Director Eric Slosek explained that his primary concern was encroachments in the right-of-way becoming damaged through maintenance efforts, and then homeowners making complaints to the Town.

During the meeting, the Planning Board discussed that the risk of having encroachments in the right-of-way should be borne by the homeowners themselves. One member raised the issue that a *notification* could be given to the affected landowners to make it their responsibility for damaged encroachments. (February 18, 2026 Planning Board video at 58:00).² Undersigned counsel agreed that a *notification* could be provided, and the Planning Board member said he could support that if it was a recorded document. (*Id.*) Later, another member specifically raised Michachunk's offer of extra *notice* to homeowners about the risks of their encroachments. (February 18, 2026 Planning Board video at 1:23). Another member discussed that, had the road been accepted in 2023 (before the Town requested that Michachunk delay completion and acceptance of the road, which created the scenario in which abutters installed grass to the roadway) that the Town would not have been in a position to demand any additional protections to hold abutters accountable for their encroachments. (February 18, 2026 Planning Board video beginning at 1:25). That same member explained that the best the Town could do at this point to

² A recording of the February 18, 2026 Planning Board meeting can be found at <https://vimeo.com/channels/1555931/page:4>.

protect the Town is through a *recorded notification* to the property owners. (February 18, 2026 Planning Board video at 1:26).

Discussions with the Planning Board pertained to a *notice* that would make property owners aware of the risks of erecting encroachments in the right-of-way. At no point did the Planning Board discuss an *agreement* to be reached with the property owners. The clear intent and discussion that became Condition Subsequent No. 3 exclusively pertained to making sure there was sufficient information to put property owners on notice that the Town has no liability for encroachment in the right-of-way. **Therefore, Condition Subsequent No. 3 is satisfied as there is sufficient notice to property owners.**

NOTICE TO ABUTTERS AND PROTECTIONS TO TOWN

The Town of Amherst is afforded all of the standard statutory protections to remove encroachments from its right-of-way, and to be immunized from liability for damage that occurs to encroachments. Such protections arise from, amongst others, discretionary function immunity, the insufficiency statutes (RSA 231:90-:94), and the provisions of RSA Ch. 236. The Town of Amherst is further protected by its own Winter Maintenance Procedure and Roadway & Utility Standards, which detail that encroachments must be placed outside of the right-of-way, and failure to do so may result in damage without recourse to the property owner.

When the Founder's Village Homeowners' Association was created, a Declaration of Covenants and Restrictions was recorded at Book 8247, Page 1816 of the Hillsborough County Registry of Deeds. Section 25 of that Declaration puts homeowners on notice that all lots are subject to rights-of-way and other governmental laws and regulations. Section 26 of that Declaration memorializes that the Declaration runs with the land.

Plan No. 36718, on record in the Hillsborough County Registry of Deeds, depicts the edge of the right-of-way, putting the public on notice of the delineation between private and public ownership. The Amended Subdivision Plan, to be filed, depicts the edges of right of way and those properties with encroachments in the right of way, putting the public on notice of which properties have encroachments existing in the areas of public ownership.

The draft Warranty Deed to Roadway, to be recorded, contains express language notifying the public that the Town "shall not be obligated to maintain, preserve, repair, or replace any private improvements that have been installed, maintained, or located within the herein conveyed right of way by abutting property owners. In the event that the Grantee removes, alters, or disturbs any such private improvements, the Grantee shall have no liability to said abutting property owners." This language is part of a recorded instrument that puts all property owners, whether presently occupying an abutting parcel or occupying such parcel in the future, on notice that the Town bears no liability for encroachments in the right of way.

As a function of law, all abutting property owners are already subject to instruments recorded in the Registry of Deeds. But as an added layer of protection, the deeds from Michachunk to property owners expressly state that the properties are subject to the Declaration and Plans. Therefore, property owners have received deeds that put them on express notice that

there is a Declaration and Plans, both of which indicate the extent of private versus public ownership. As an added layer of notice, Michachunk held a meeting with the Homeowner's Association to inform them about the intent to have the roads accepted, and the Town's concern about encroachments in the right-of-way.

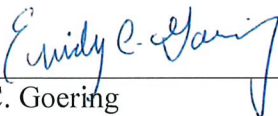
CONCLUSION

The salient point is that the Planning Board requested an extra reminder to abutting property owners that they are responsible for encroachments and the Town is not liable for damage to encroachments. That notification already exists in recorded instruments, and will be incorporated in the roadway deed, should Phases III and IV be accepted.

Michachunk has provided the extra notification sought by the Planning Board by incorporating it into the roadway deed. Road acceptance is purely a transaction between the developer (as Grantor) and the Town (as Grantee). Michachunk has no authority to bind the HOA to an agreement, nor does the HOA have the authority to bind individual property owners to an agreement. Therefore, it is unreasonable – not to mention unenforceable and inconsistent with all past practices – to condition road acceptance upon reaching an additional agreement with individual property owners. The Planning Board contemplated additional notice to abutters to inform them that the Town was not liable, and that additional notice has been fully satisfied.

Respectfully,

GALLAGHER, CALLAHAN & GARTRELL, P.C.

By: 
Emily C. Goering



Town of Amherst, New Hampshire
Office of Community Development
Building · Code Enforcement · Planning · Zoning ·
Economic Development

May 8, 2026

Michachunk Development, Inc.
c/o Michael Foisie
Meridian Land Services, Inc./Arago Land Consultants, LLC.
Attn: Ken Clinton, LLS

STAFF REPORT

Re: Founders Village, Phases III and IV Petition for Roadway Acceptance

Staff: Kristy Jobin, Director of Community Development

Property Location: Founders Way and Gatchel Way

Map/Lot: Map 5 Lots 59-17 through 59-37

Public Hearing Date: May 11, 2026

There have been ongoing discussions regarding the proposed road acceptance for Founders Village Phases III and IV since November 2025. On November 6, 2025, the Community Development Director provided correspondence to the applicant outlining the items required prior to consideration of roadway acceptance. These items included submission of roadway deeds and easements, completion of final inspections, completion of punch list items, submission of as-built plans, monumentation certification, maintenance security, and a legal affidavit.

To date, the following items have been completed or submitted:

- Final inspections completed
- Punch list items completed
- Maintenance security submitted
- Legal affidavit submitted

The Town Engineer has reviewed the submitted as-built plans and provided comments revisions. Revised plans remain under review.

In addition, the applicant was required to obtain approval from the Planning Board for an amended subdivision plan application, including partial waivers related to the gravel shoulder dress coat requirements along approximately thirteen (13) lots. The Planning Board granted conditional approval of the amendment application on February 18, 2026. However, final approval has not yet been granted, as conditions precedent to plan endorsement and recording remain outstanding.



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For reference, the petition for roadway acceptance previously came before the Board of Selectmen at a public hearing held on April 13, 2026. At that hearing, the Board received testimony and supporting materials from the applicant and representatives regarding the proposed roadway acceptance request. Following discussion, the Board voted to conditionally approve the roadway acceptance, contingent upon the applicant receiving final approval from the Planning Board for the amended subdivision application, particularly as it related to Condition Precedent/Subsequent No. 3 and pending review and advice from Town Counsel.

Subsequently, it was determined that the April 13, 2026, public hearing had not been properly noticed. As a result, the public hearing was rescheduled for May 11, 2026, to ensure compliance with public notice requirements. The applicant has requested that all prior testimony and materials submitted at the April 13, 2026, hearing remain part of the record for consideration by the Board.

Outstanding conditions include, but are not limited to:

- Submission of updated and revised as-built plans addressing the comments provided by the Town Engineer. Revised plans remain under review and have not yet received final approval.
- Submission of recording fees associated with the amended subdivision plan and recording documents at the Hillsborough County Registry of Deeds (HCRD).
- Satisfaction of Condition Precedent/Subsequent No. 3, which states:

“Any landscaping, structures, lawn areas, irrigation systems, or other improvements installed by property owners within the right-of-way are placed at the owner’s risk. An agreement shall be required, reviewed by Town Counsel, and recorded at the HCRD at the applicant’s expense, between the subject property owners, the Homeowner’s Association, and the Town that indicates that acceptance of the roadway by the Town, if it occurs, shall not obligate the Town to maintain, preserve, repair, or replace any such owner-installed improvements within the right-of-way. The Town may remove, alter, or disturb such improvements as necessary for roadway maintenance, safety, drainage, or utility purposes without compensation to the property owner.”

The applicant and their representatives have asserted that the intent of this condition has been satisfied through proposed language on the amended plan set. However, staff notes that the condition, as written, specifically requires a separate agreement to be reviewed by Town Counsel and recorded at the HCRD. If Town Counsel determines that the proposed plan language satisfies the intent of the condition, the amended plans would still require final Planning Board endorsement and recording prior to completion of the approval process.



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Additionally, monumentation for the subdivision remains incomplete. While a certification letter has been submitted for roadway monumentation, certification for all required lot monumentation has not been provided. During prior public meetings, the project surveyor indicated that he could not verify that all required monuments had been installed by individual property owners. As a result, staff cannot confirm that the subdivision monumentation requirements have been fully satisfied at this time.

The applicant has submitted a majority of the required materials associated with the roadway acceptance request. However, the amended subdivision approval has not yet received final Planning Board endorsement, and outstanding items remain unresolved, including monument certification and the recorded agreement required under Condition No. 3, or alternatively, formal clarification or modification of that condition by the Planning Board.

Based on the current status of the application, the Board of Selectmen may consider the following options:

- Move to deny the request for roadway acceptance for Founders Village Phases III and IV due to outstanding approval conditions and incomplete submission requirements.
- Move to continue the public hearing pending completion of all outstanding Planning Board conditions, final plan endorsement, required recordings, and submission of remaining documentation.
- Move to grant conditional approval of roadway acceptance contingent upon satisfaction of all outstanding requirements, including final Planning Board endorsement and recording of all required documents at the HCRD. (Staff Recommendation)
- Move to approve the request for roadway acceptance for Founders Village Phases III and IV.

Kristy Jobin
Director of Community Development



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Girl Scout Day Proclamation, in honor of Silver Award winner Sophia Caron and Bronze Award winners Troop 60162.

Department: Administration

Meeting Date: May 11, 2026

Staff Contact:

BACKGROUND INFORMATION:

Girl Scout of Troop 60262 Sophia Caron earned her Silver Award, the highest honor for a 7th or 8th grade Scout. Her project is titled "SHARE Health and Beauty", focused on non-food essentials NOT covered by SNAP benefits. She learned woodworking skills while building a donation box for personal care items to place at SHARE Outreach in Milford, which supports families in Amherst, Milford, Mont Vernon, Brookline and Wilton. The donation box is a permanent installation.

Girl Scout Troop 60162 earned their Bronze Award, the highest honor for Scouts in 4th and 5th grade, for their work honoring the American Revolutionary War soldiers buried in Amherst cemeteries. They identified the graves of 48 soldiers, created a booklet of their biographies and identified their location with GPS coordinates. These can be found on the Find A Grave website, Patriots of Amherst, NH. <https://girlscouts60162.wixsite.com/patriotsamherstnh> They also worked to clean the headstones with the Daughters of the Revolution.

A sincere congratulation and thank you to Scout Sophia Carson and to Troop 60162!

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Amherst Silver Award, Sophia Caron - press release
2. GS Silver Award Proclamation, Caron

3. Amherst Troop 60162 earns Bronze Award- Press release
4. GS Bronze Award Proclamation, May 11, 2026

girlscouts of the green and white mountains

1 Commerce Drive
Bedford, NH 03110
Toll-free 888-474-9686
girlscoutsgwm.org

FOR IMMEDIATE RELEASE

Nov. 26, 2025

Contact: Ginger Kozlowski, Girl Scouts of the Green and White Mountains
gkozlowski@girlscoutsgwm.org or 603-568-1437



Sophia Caron, 16, of Amherst and her sister Girl Scouts in Troop 60262 collected non-food items for those in need at Shaw's. SNAP benefits only cover food items. (Courtesy photo)

Fulfilling a need means more than food

Sophia Caron of Amherst earns Girl Scout Silver Award with hygiene item drive

AMHERST, NH – When Girl Scout Sophia Caron discovered that non-food essentials like personal hygiene items are not covered by SNAP benefits, she decided to take action to help. She applied for and received a council mini-grant and other donations to build a drop box for community donations and worked to spread awareness of her collection effort. She has earned the Girl Scout Silver Award, the highest honor for a Girl Scout in 7th and 8th grade.

For her project, which she called SHARE Health and Beauty, Caron, now a Girl Scout Senior in 9th grade, spent the summer collecting and buying personal care items and built a

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permanent drop box for SHARE Outreach in Milford. Her partnership with Share Outreach now supports families in Milford, Brookline, Amherst, Mont Vernon, and Wilton.

Troop 60262 leader Chiara Yates said Sophia focused her efforts on increasing donations of personal care items—an area where Share Outreach relies heavily on monetary contributions to fulfill demand.

“Sophia raised awareness among Girl Scouts and local organizations, placed collection boxes at the Amherst and Mont Vernon libraries, and organized a donation drive at Shaw’s,” said Yates. “Her initiative resulted in the donation of 132 personal hygiene items.”

“My overall goal for my project was to teach others about SHARE’s hygiene issue and encourage donations,” Sophia wrote in her project report. “During my Shaw’s drive, my troop and I raised awareness and educated customers by showcasing personal hygiene items that were needed in the store. The customers could choose to purchase the items to donate to SHARE.”

Taking on this leadership role was a great experience for this home-schooled Girl Scout.

“I discovered that I have the ability to be independent enough to contact companies and to be brave enough to talk to them,” Sophia said. “I’ve learned I am capable of completing many tasks at once, because at first I thought I couldn’t. Lastly, I have found that everything will work out, no matter how hard it seems.”

Making the world a better place is a primary goal of Girl Scouts, and Sophia Caron has fulfilled that mission. Girl Scouts creates young women of courage, character and confidence. See more about Girl Scouts at www.girlscoutsgwm.org.

###

We Are Girl Scouts

Girl Scouts bring their dreams to life and work together to build a better world. Through programs from coast to coast, Girl Scouts of all backgrounds and abilities can be unapologetically themselves as they discover their strengths and rise to meet new challenges—whether they want to climb to the top of a tree or the top of their class, lace up their boots for a hike or advocate for climate justice, or make their first best friends. Backed by trusted adult volunteers, mentors, and millions of alums, Girl Scouts lead the way as they find their voices and make changes that affect the issues most important to them. To join us, volunteer, reconnect, or donate, visit girlscouts.org.

Girl Scouts of the Green and White Mountains serves girls throughout New Hampshire and Vermont through volunteer-run troops, events, and virtual programs. Visit www.girlscoutsgwm.org to learn more.

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Sophia Caron gained woodworking skills as she learned how to construct the wooden drop box for SHARE Outreach now stationed at the organization's building in Milford. (Courtesy photo)

Girl Scouting builds girls of
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world a better place.



NOW COMES The Town of Amherst through its Selectmen who hereby issue this
PROCLAMATION

WHEREAS, Sophia Caron is a member of the Amherst Girl Scout Troop 60262; and

WHEREAS, Sophia Caron has received the Girl Scout Silver Award

WHEREAS, the Town of Amherst wishes to honor Sophia Caron
to mark this momentous event; and

WHEREAS, the Town of Amherst offers this
PROCLAMATION OF CONGRATULATIONS to Sophia Caron

FURTHER, the Town of Amherst applauds the efforts of Sophia Caron
as she achieves the Silver Award; and

FURTHER, in recognition of the spirit of cooperation, and
willingness to join together for the common good,

THE TOWN OF AMHERST PROCLAIMS May 11, 2026
Girl Scout Recognition Day in Amherst.

By its Board of Selectmen:

Danielle Pray

Cynthia Dokmo

Thomas Grella

John D'Angelo

Pamela Coughlin

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FOR IMMEDIATE RELEASE

August 18, 2025

Contact: Ginger Kozlowski, Girl Scouts of the Green and White Mountains
gkozlowski@girlscoutsgwm.org or 603-568-1437



Four of the Girl Scouts in Troop 60162 earned the Girl Scout Bronze Award for their work in honoring American Revolution soldiers buried in Amherst. Shown are: (top from left) Rebecca Graham, Ellianna Emerson, Hannah Mayo, Arwyn Westbrook and Colette Peron; (bottom from left) Lauren Cowell, Magnolia Moriarity and Marielle Godin. (Courtesy photo)

Girl Scouts honor those who helped found our county

Amherst Troop 60162 earns Girl Scout Bronze Award

AMHERST, NH – What started as an effort to clean the gravestones at Amherst's cemeteries has resulted in a history lesson for a Girl Scout troop and a patriotic project benefitting the town of Amherst and honoring its Revolutionary War heroes. Troop 60162 has been rewarded with the Girl Scout Bronze Award for their work, the highest honor possible for Girl Scouts in Grades 4 and 5.

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The troop found the graves of 48 Revolutionary War soldiers in Amherst and created a printed booklet and website noting the locations of each one. They recorded a short biography of each soldier in an audio file posted to the website. To make the graves easy to find, they plotted GPS coordinates using the Find A Grave app. The website is <https://girlscouts60162.wixsite.com/patriotsamherstnh>.

“When this project was first presented to our troop,” said leader Tabatha Moriarty, “the girls were asked to complete a few of the biographies of patriots buried in Amherst. However, once they received the list, they made the decision to take on all of the biographies, recognizing that each of these men played an important role in the town’s history. When they reviewed the cemetery maps, they realized updating them could be a significant project on its own, yet they embraced the challenge with enthusiasm.”

They created a booklet with fourth-grade teachers in mind, who typically teach about the American Revolution. They made it available to local schools, the Amherst library, Daughters of the American Revolution, and historical society in Amherst.

In doing their research, the Girl Scouts said they learned that many of the soldiers had the same last names, some lived a long time, and that many streets in Amherst were named for those patriots.

“I learned it was more common to have at least four kids!” said one. “Some people had like seven or ten!”

Moriarty said it was determined that these biographies should be available to everyone, not just those who could access their booklet.

“They wanted people to be able to stand at a patriot’s grave, see where he was buried, and hear his story,” she said. “This vision led to the creation of audio files and an accompanying website. At every step, the girls chose the harder path over the easier one, demonstrating their commitment to creating a project that was thorough, meaningful, and lasting for their community.”

The troop worked with the Daughters of the American Revolution to get the monuments and headstones cleaned, which took place recently. The public can now enjoy a walk through the newly freshened cemeteries.

The Girl Scouts earning the Bronze Award are Arwyn Westbrook, Colette Perron, Hannah Mayo and Magnolia Moriarty, and additional troop members helped with parts of the project.

The project started last September when the girls were in fifth grade and it was approved this month, just as they are about to begin sixth grade and Girl Scout Cadettes.

See more about what Girl Scouts do at www.girlscoutsgwm.org.

###

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best friends. Backed by trusted adult volunteers, mentors, and millions of alums, Girl Scouts lead the way as they find their voices and make changes that affect the issues most important to them. To join us, volunteer, reconnect, or donate, visit girlscouts.org.

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Girl Scouts Arwyn and Becky helped as the Daughters of the American Revolution cleaned headstones at an Amherst cemetery. (Courtesy photo)

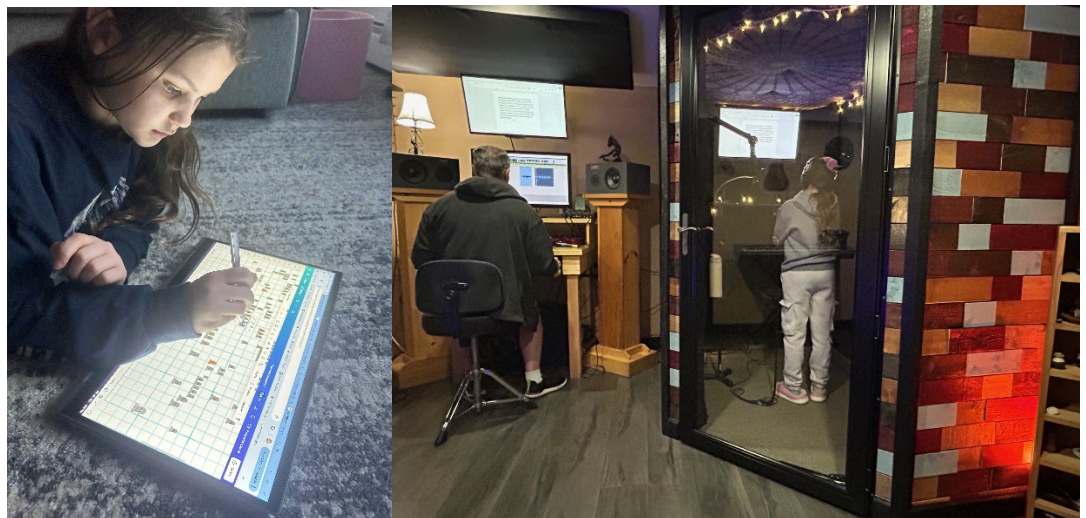
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Left, Arwyn stands near the headstone of an American Revolutionary War soldier. Right, Colette works on glossary terms for the troop's booklet cataloging the graves. (Courtesy photo)



Left, Magnolia works on a map showing the location of the graves. Right, Magnolia records audio files of the soldiers' biographies at the home studio of Shane Watkins, a voice-over artist who helped with project. (Courtesy photo)

Girl Scouting builds girls of
courage, confidence and
character, who make the
world a better place.



NOW COMES The Town of Amherst through its Selectmen who hereby issue this
PROCLAMATION

WHEREAS, the Amherst Girl Scout Community is preparing to celebrate those who are
bridging; and

WHEREAS, members of the Amherst Girls Scouts Troop 60162
achieved their Bronze Awards

WHEREAS, the Town of Amherst wishes to honor the Amherst Girl Scouts
Troop 60162 to mark these momentous achievements; and

WHEREAS, the Town of Amherst offers this ***PROCLAMATION OF
CONGRATULATIONS*** to the Amherst Girl Scouts Troop 60162

FURTHER, the Town of Amherst applauds the efforts of the Amherst Girl Scouts
Troop 60162 as they work toward their goals; and

FURTHER, in recognition of the spirit of cooperation, and
willingness to join together for the common good,

**THE TOWN OF AMHERST PROCLAIMS May 11, 2026
Girl Scout Recognition Day in Amherst.**

By its Board of Selectmen:

Danielle Pray

Cynthia Dokmo

Thomas Grella

John D'Angelo

Pamela Coughlan



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: North 02 Bicycle Pedestrian Project **Department:** Administration
Meeting Date: May 11, 2026 **Staff Contact:** Lincoln Daley, Eric Slosek

BACKGROUND INFORMATION:

The purpose of this agenda item is for the Board of Selectmen to determine the preferred course of action for the North 02 Rail Trail Project. The Board's direction will establish the Town's next steps and serve as the basis for future coordination and communication with the New Hampshire Department of Transportation (NHDOT) regarding the selected alternative.

At a previous meeting on April 13th, the Board postponed making a decision in order to allow members additional time to meet with stakeholders involved in and/or impacted by the project. The Board subsequently held a public meeting on May 5th with residents to receive their input and recommendations on the North 02 project.

The Town's consulting engineer, Greg Bakos of VHB, will provide a brief presentation summarizing the findings of the North 02 Rail Trail Project study, including an evaluation of the following alternatives for the Board's consideration:

- 1) No Build.
- 2) Identify and construct one or more trail segments.
- 3) Study additional alternatives using remaining study funds.

Following the presentation, the Board will need to evaluate each alternative and vote on a preferred path forward for the project.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

TOWN ADMINISTRATOR RECOMMENDATION:

Town Administration recommends that the Board of Selectmen evaluates the three alternatives for the North 02 Rail Trail and provide direction (via official vote) to the

project engineer and Town staff on the preferred course of action. The Board's direction will establish the Town's next steps for the project and guide future coordination and communication with the New Hampshire Department of Transportation regarding the selected alternative.

ATTACHMENTS:

1. Baboosic Greenway North 02 Presentation (1)



Baboosic Greenway Trail N-02

Board of Selectmen Meeting

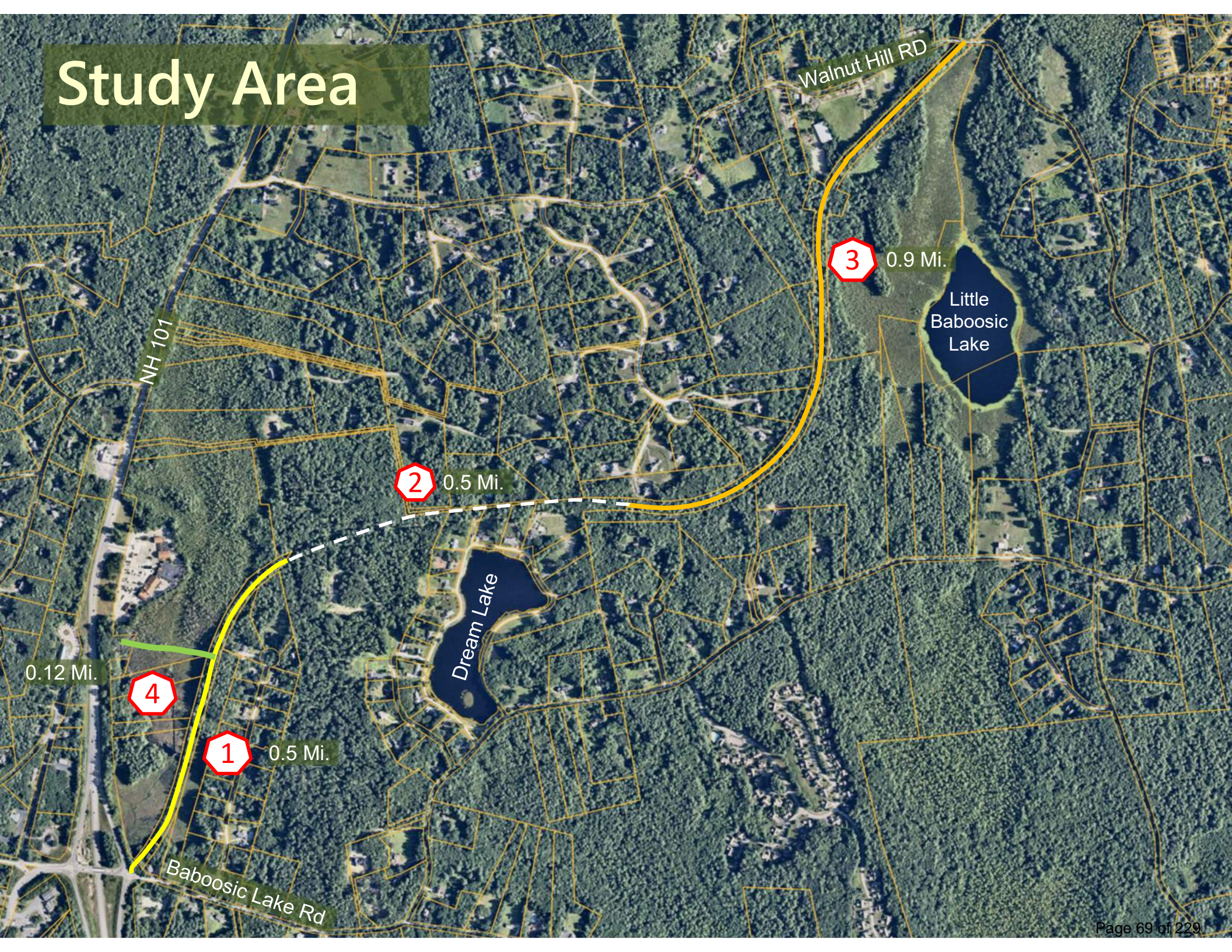


Town of
AMHERST
New Hampshire

April 13, 2026



Study Area



Meeting Purpose

- Review project development process
- Review project limits and context
- Review project considerations & concerns
- Review project Purpose and Need
- Review project alternatives
- Discussion & Board of Selectmen deliberation on selection of alternative

Meeting Purpose

- **Review project development process**
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Project Development Process Governed by NHDOT


**Local Public Agency Manual for
the Development of Projects**



Project Development Process:

- ❑ *Engineering Study* ← We are here
- ❑ *Preliminary Design*
- ❑ *Environmental Documentation*
- ❑ *Right-of-Way process & Permitting*
- ❑ *Final Design*
- ❑ *Bidding*
- ❑ *Construction (2026/2027)*

1. ENGINEERING STUDY PHASE – SCOPE

- a. Conduct Data Collection and Seek Public Input
- b. Identify Project Purpose and Need
- c. Develop and Evaluate Alternatives
 - i. What is possible? Consider constructability, cost and constraints.
 - ii. Consider ROW concerns / easements.
 - iii. Gather feedback from stakeholders.
 - iv. Options may include complete build, partial build, no build.
- d. Summarize Findings and Recommendations, seek Town and NHDOT Approval  We are here

Project Funding

- Approx. \$1,070,780.00 including local match.

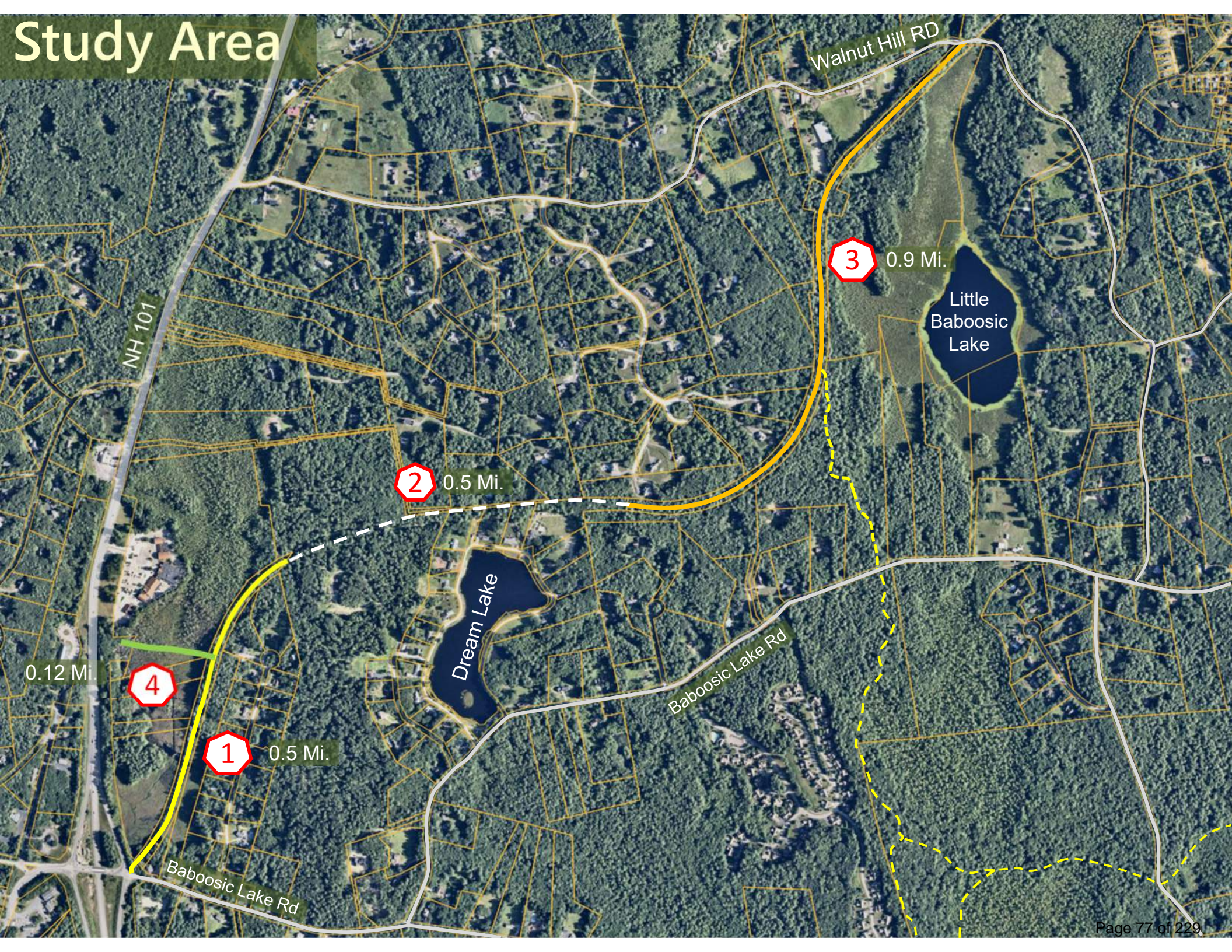
Work Completed to Date:

- Topographic and Right-of-Way Survey
- Wetlands Delineation
- Segment 2 Property Owner Meeting
- Local Concerns Meeting
- Conceptual Alternatives Designs and Cost Analysis
- Alternatives Presentation Meeting

Meeting Purpose

- Review project development process
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Study Area



Segment 1

Meeting
Place Plaza

4

1

N03



Segment 1 - Project Considerations



Future N-03 Baboosic
Greenway Section

Approx. Former
Railroad Centerline

Baboosic Lake Road

Eastbound
On Ramp

Eastbound
Off Ramp

Birch
Park

Segment 1 - Project Considerations



Proximity to NH 101 Interchange

Segment 1 - Project Considerations

Steep Embankment and
Private Property



Segment 1 - Project Considerations



Waterway Crossing

Segment 1 - Project Considerations



Former Railroad
Alignment

Segment 1 - Project Considerations



Vegetation Encroachment
Constrains the Path Width

Segment 1 - Project Considerations



Pesky Beavers

Segment 1 - Project Considerations



Wetlands and Trees

Segment 1 - Project Considerations



Segment with Wetlands
on Both Sides

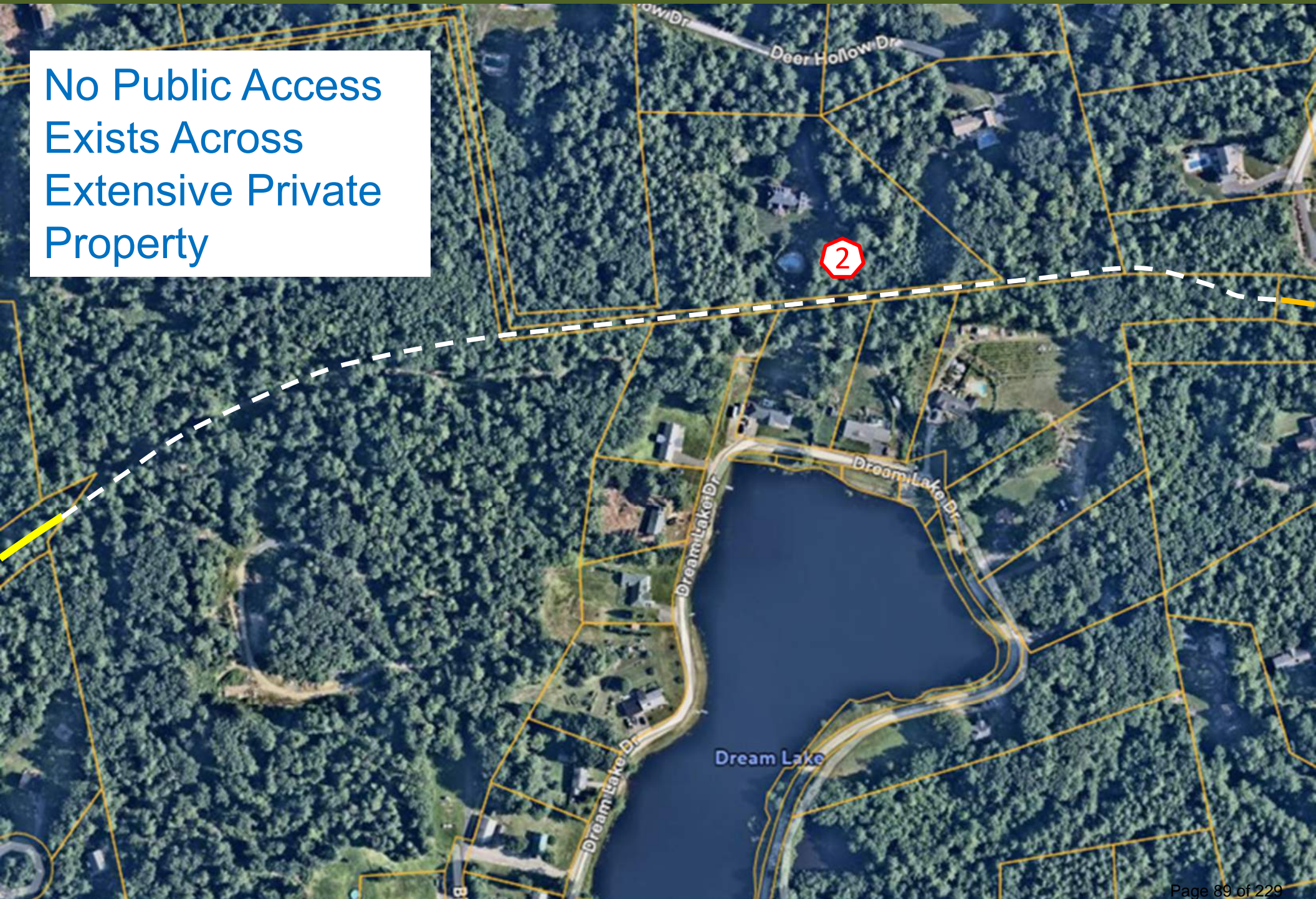
Segment 1 - Project Considerations



The end of Public
Property

Segment 2 - Project Considerations

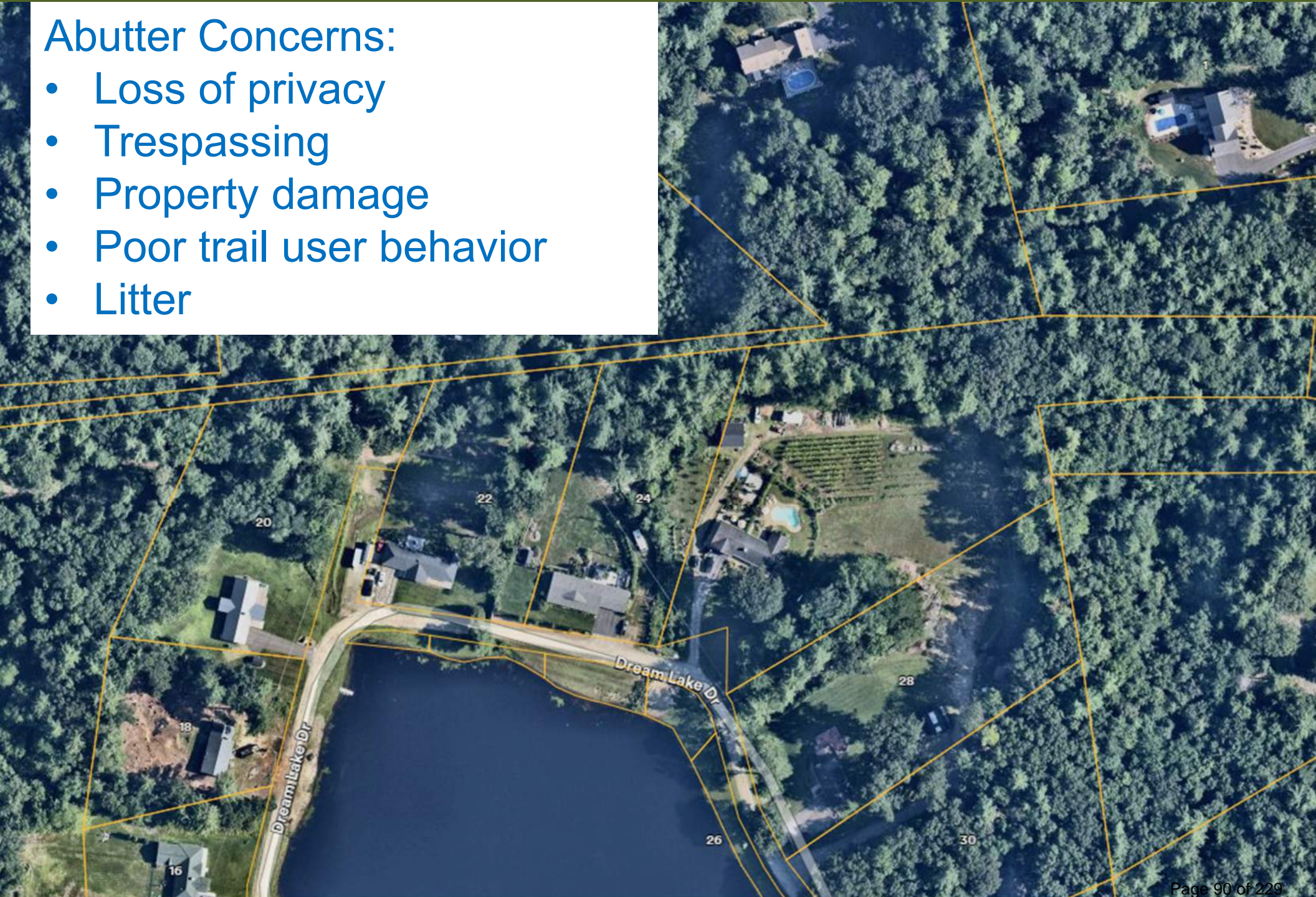
No Public Access
Exists Across
Extensive Private
Property



Segment 2 - Project Considerations

Abutter Concerns:

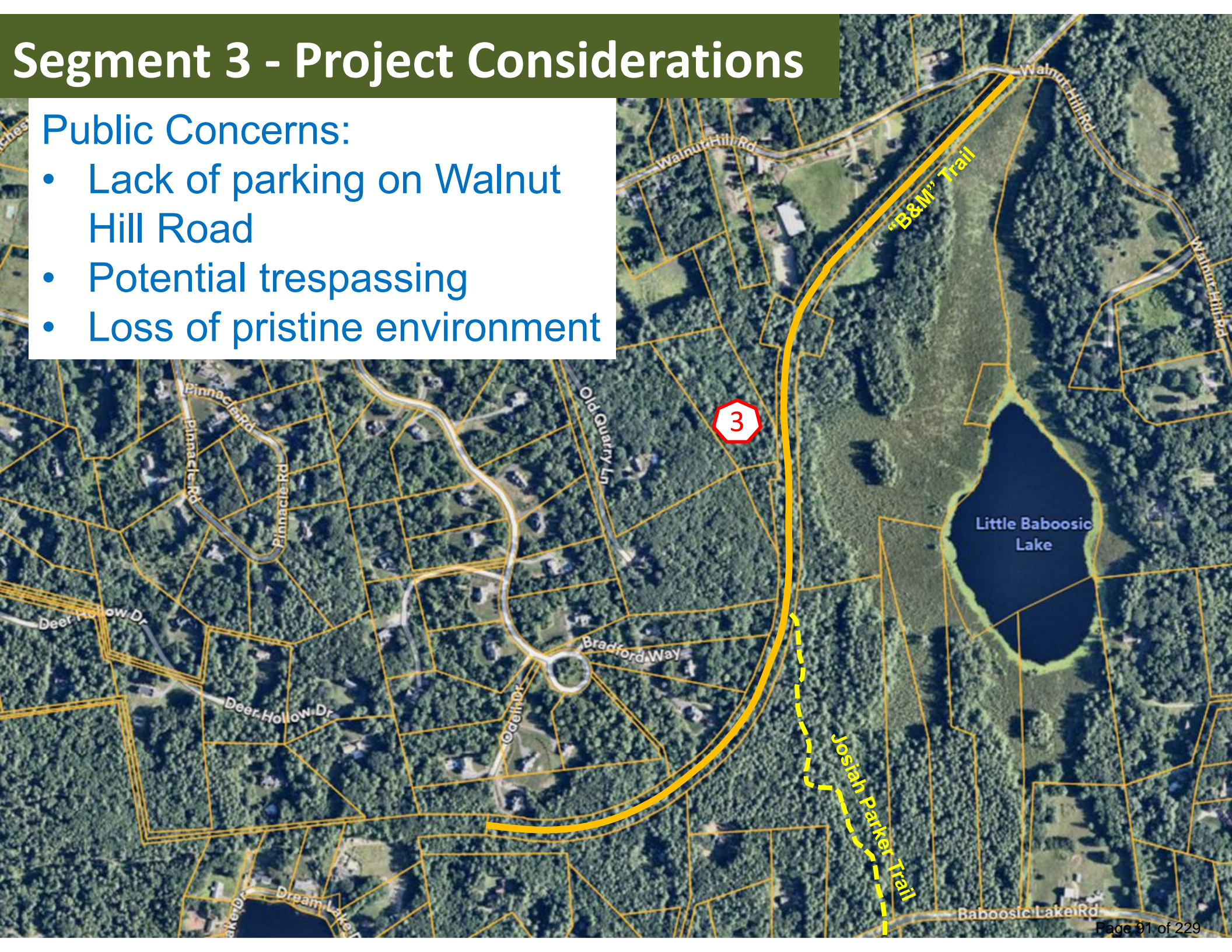
- Loss of privacy
- Trespassing
- Property damage
- Poor trail user behavior
- Litter



Segment 3 - Project Considerations

Public Concerns:

- Lack of parking on Walnut Hill Road
- Potential trespassing
- Loss of pristine environment

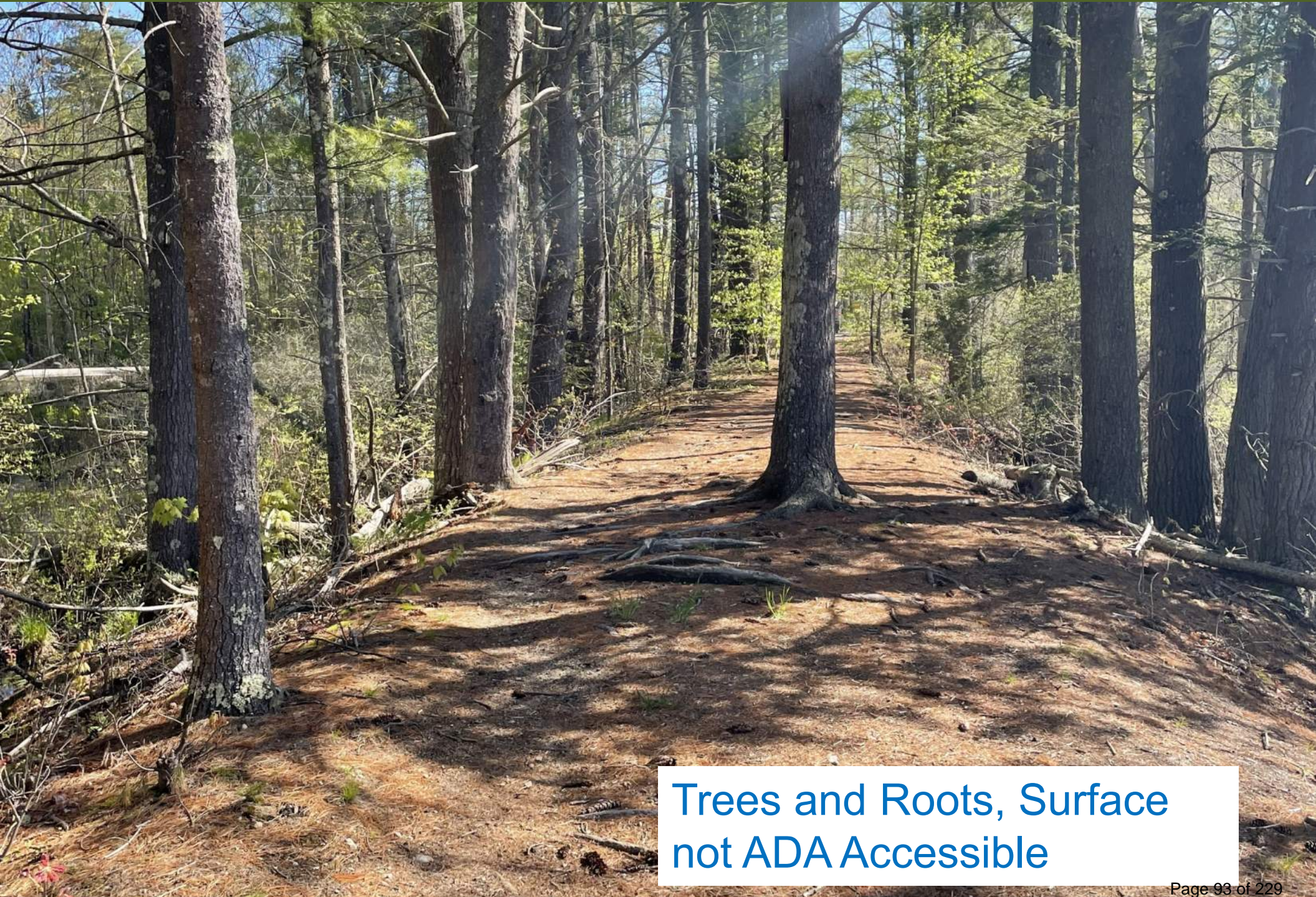


Segment 3 - Project Considerations



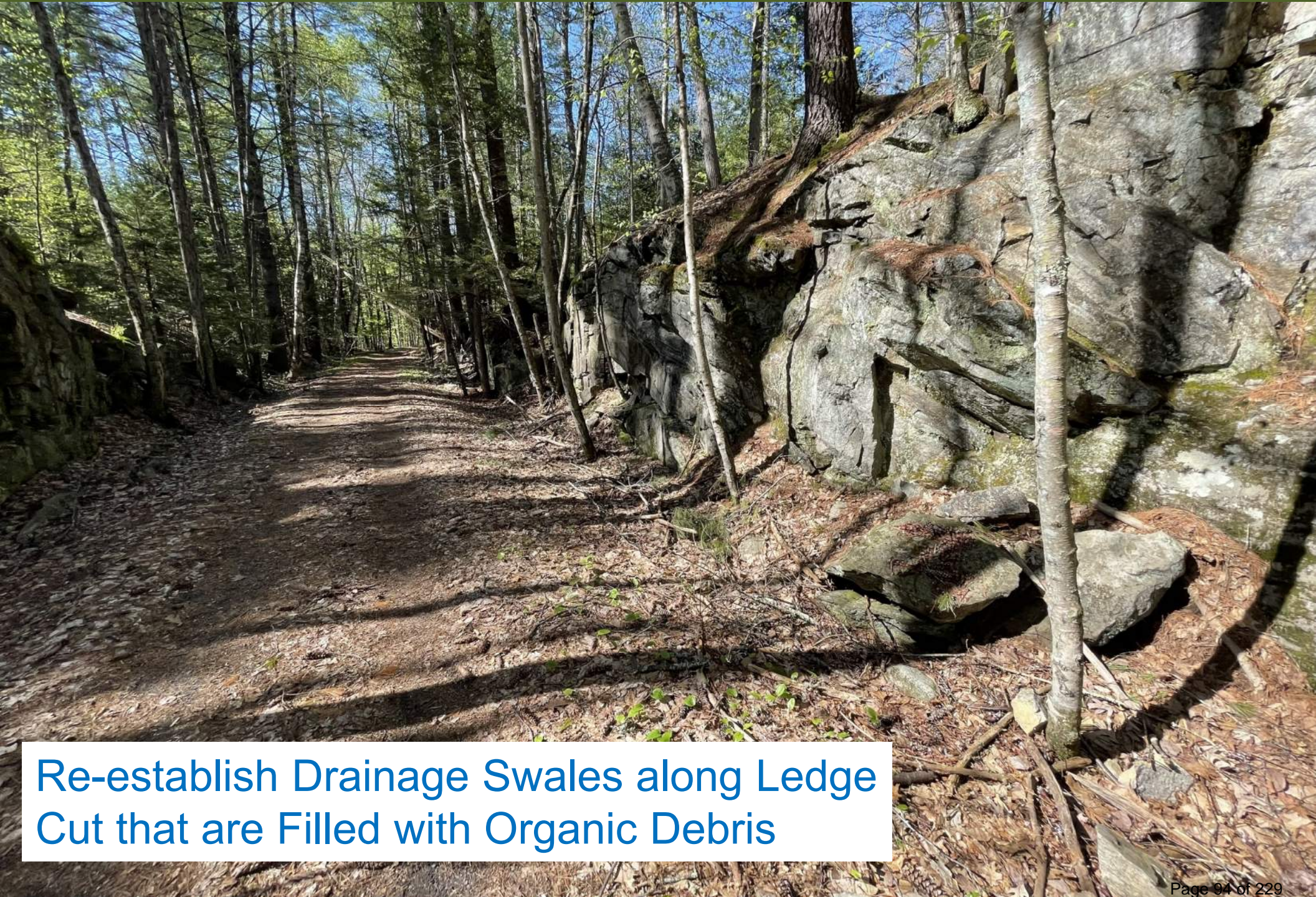
Map Kiosk at Walnut Hill Road end

Segment 3 - Project Considerations



Trees and Roots, Surface
not ADA Accessible

Segment 3 - Project Considerations



Re-establish Drainage Swales along Ledge Cut that are Filled with Organic Debris

Segment 3 - Project Considerations

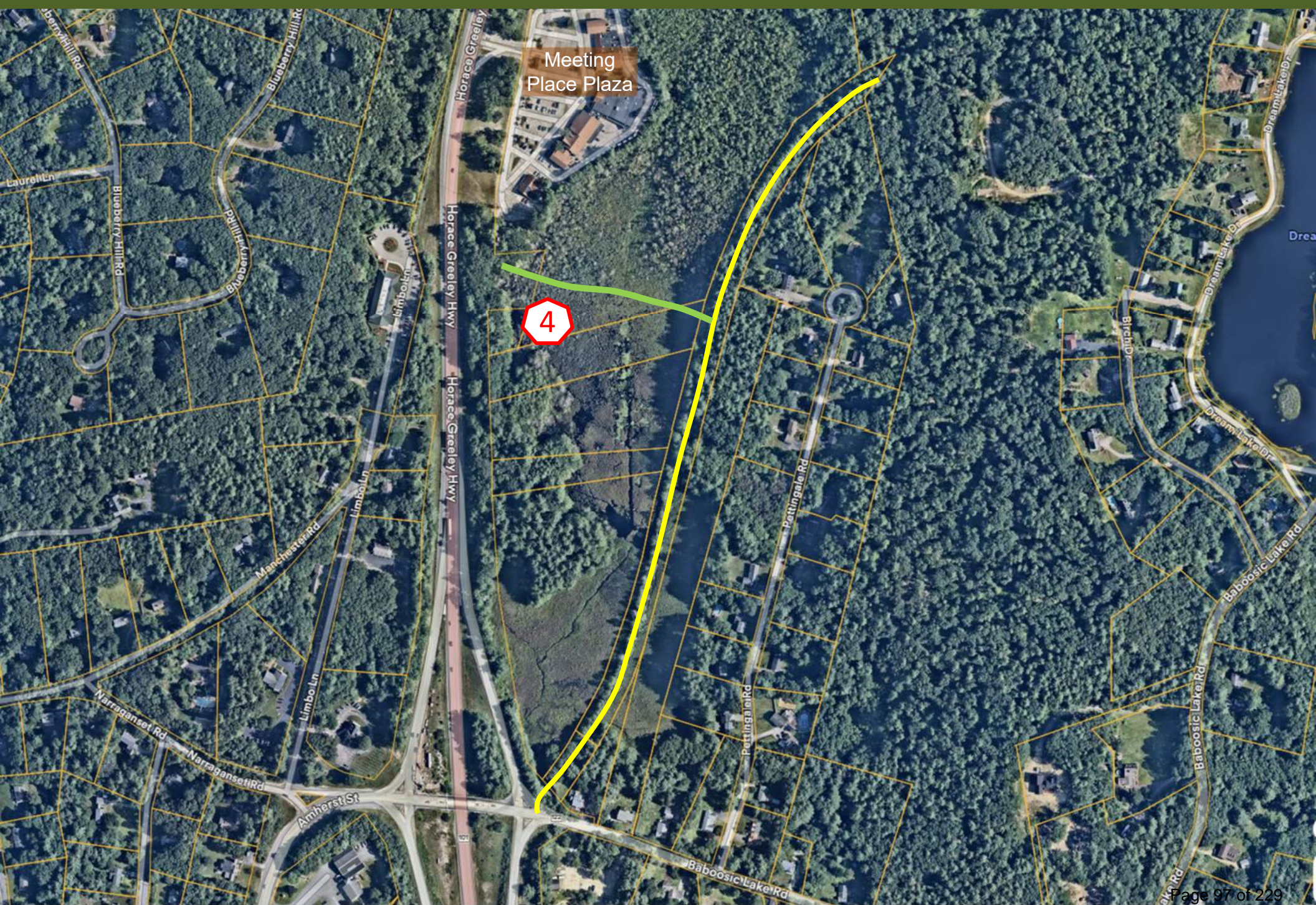


Segment 3 - Project Considerations



Abrupt end of
Public Property

Segment 4 - Project Considerations



Segment 4 - Project Considerations



View from Trail to
Meeting Place Plaza

Meeting Purpose

- Review project development process
- Review project limits and context
- Review project considerations & concerns
- **Review project Purpose and Need**
- Review project alternatives
- Discussion & Board of Selectmen deliberation on selection of alternative

Project Purpose and Need

Purpose:

To provide improved non-motorized off-road accommodations along the former railroad corridor for users of all ages and abilities and to expand the Town's network of multimodal trails.

Need:

The project need is largely defined by the current lack of accessible multi-modal accommodation within the defined study area. For this project, public access to the existing rail corridor is limited and the railbed is in an unimproved condition with encroaching vegetation and uneven surface that is unwelcoming for users with mobility challenges.

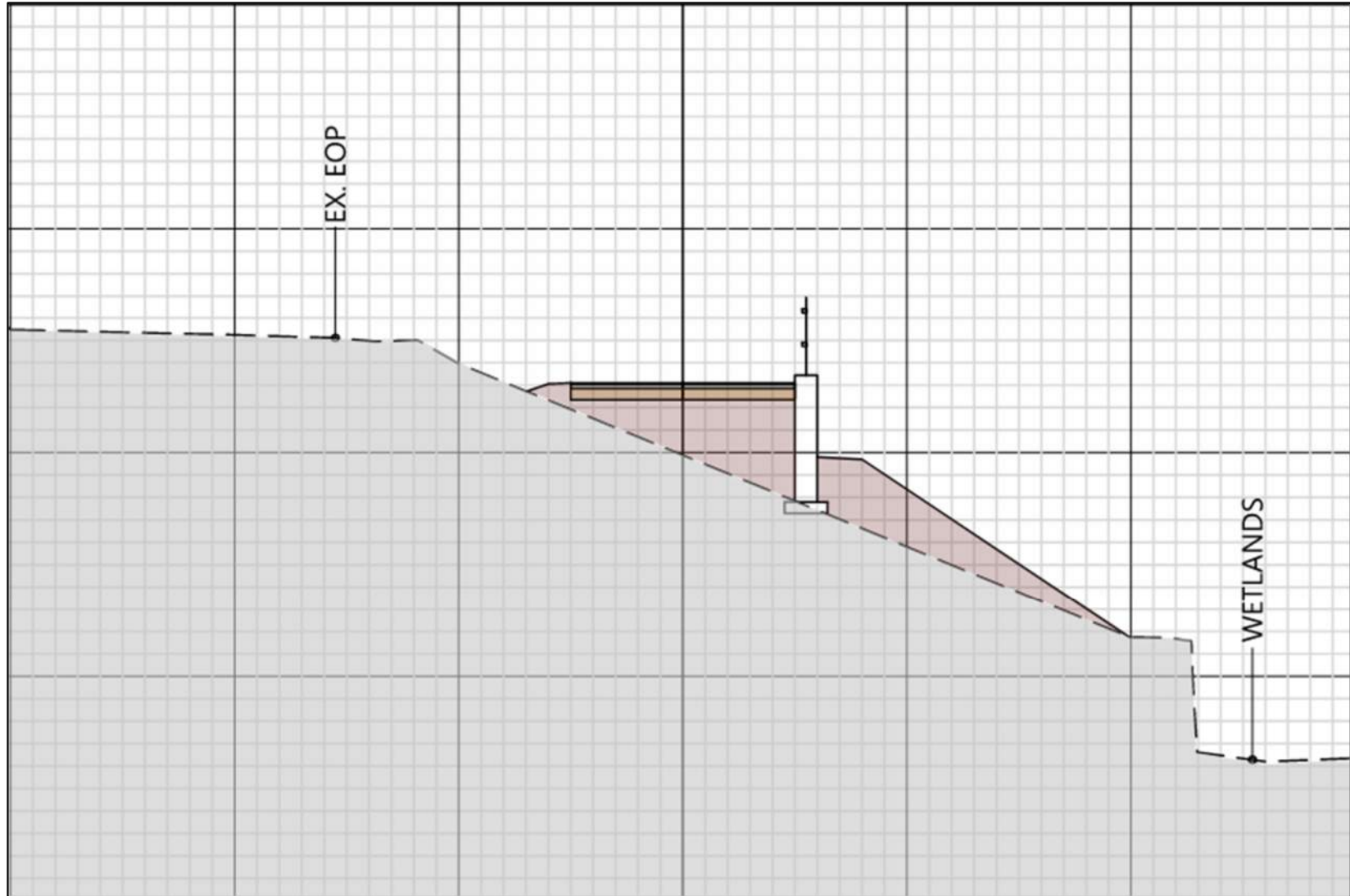
Meeting Purpose

- Review project development process
- Review project limits and context & concerns
- Review project considerations
- Review project Purpose and Need
- **Review project alternatives**
- Discussion & Board of Selectmen deliberation on selection of alternative

Project Alternatives – Segment 1



Project Alternatives – Segment 1



Trail Cross Section Through Trail Switchback

Project Alternatives – Segment 1



Typical Trail
Construction

Construction Access
is a Concern

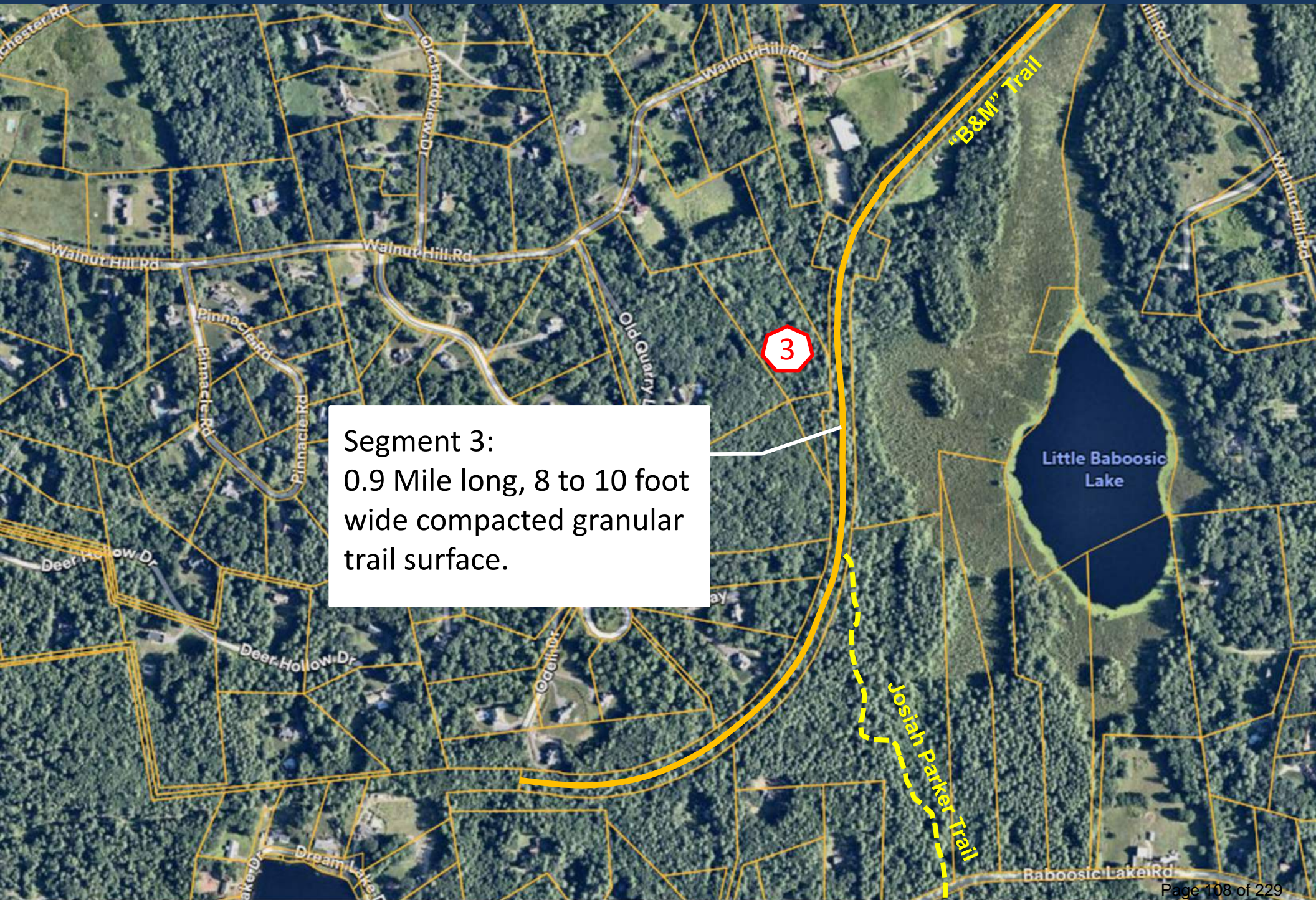


Project Alternatives – Segment 1

Segment 1 Conceptual Cost Estimate

	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
201.1	CLEARING AND GRUBBING	AC	\$ 30,000.00	1.0	\$30,000
203.1	COMMON EXCAVATION	CY	\$ 15.00	40	\$600
203.6	EMBANKMENT IN PLACE	CY	\$ 14.00	340	\$4,760
214	FINE GRADING	U	\$ 7,700.00	1	\$7,700
304.4	CRUSHED STONE (FINE GRADATION) (F)	CY	\$ 40.00	110	\$4,400
304.7	STONE DUST WEARING SURFACE	TON	\$ 30.00	500	\$15,000
508	STRUCTURAL FILL	CY	\$ 80.00	70	\$5,600
593.1	SEGMENTAL RETAINING WALL	SF	\$ 175.00	1260	\$220,500
606.12551	BAM GUARDRAIL (TERMINAL UNIT TYPE EAGRT, TL2 - 25')(STEEL POST)	U	\$ 4,500.00	1	\$4,500
606.1471	BEAM GUARDRAIL (TERMINAL UNIT TYPE G-2)(MASH MID-SPLICE)	U	\$ 2,500.00	1	\$2,500
607.5340	WOOD FENCE (SPLIT RAIL), 4'-0" HIGH	LF	\$ 50.00	450	\$22,500
608.13	3" BITUMINOUS SIDEWALK (F)	SY	\$ 60.00	310	\$18,600
608.36	6" REINFORCED CONCRETE SIDEWALK (F)	SY	\$ 100.00	7	\$700
608.54	DETECTABLE WARNING DEVICES, CAST IRON	SY	\$ 500.00	2.2	\$1,100
615.0301	TRAFFIC SIGN TYPE C	SF	\$ 90.00	20	\$1,800
618.61	UNIFORMED OFFICERS W/ VEHICLE	HR	\$ 75.00	40	\$3,000
618.7	FLAGGERS	HR	\$ 40.00	320	\$12,800
619.1	MAINTENANCE OF TRAFFIC	UNIT	\$ 5,000.00	1	\$5,000
619.253	PORTABLE CHANGEABLE MESSAGE SIGN (UNIT WEEK)	UWK	\$ 600.00	8	\$4,800
645.531	SILT FENCE	LF	\$ 4.00	2500	\$10,000
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	\$ 4,000.00	1	\$4,000
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM	SY	\$ 7.00	700	\$4,900
692	MOBILIZATION	UNIT	\$ 30,000.00	1	\$30,000
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	\$ 2,000.00	1	\$2,000
800.001	10' x 40' STREAM CROSSING STRUCTURE	SF	\$ 315.00	320	\$100,800
SUBTOTAL					\$518,000
MISCELLANEOUS ITEMS (10%)					\$51,800
CONTINGENCIES (15%)					\$77,700
SUBTOTAL:					\$647,500
TRAIL CONSTRUCTION ENGINEERING, INSPECTION AND TESTING					\$50,000
TRAIL TOTAL					\$697,500
ROW					\$10,000
ESTIMATED PROJECT TOTAL:					\$708,000

Project Alternatives – Segment 3



Segment 3:
0.9 Mile long, 8 to 10 foot
wide compacted granular
trail surface.

Project Alternatives – Segment 3

Segment 3 Conceptual Cost Estimate

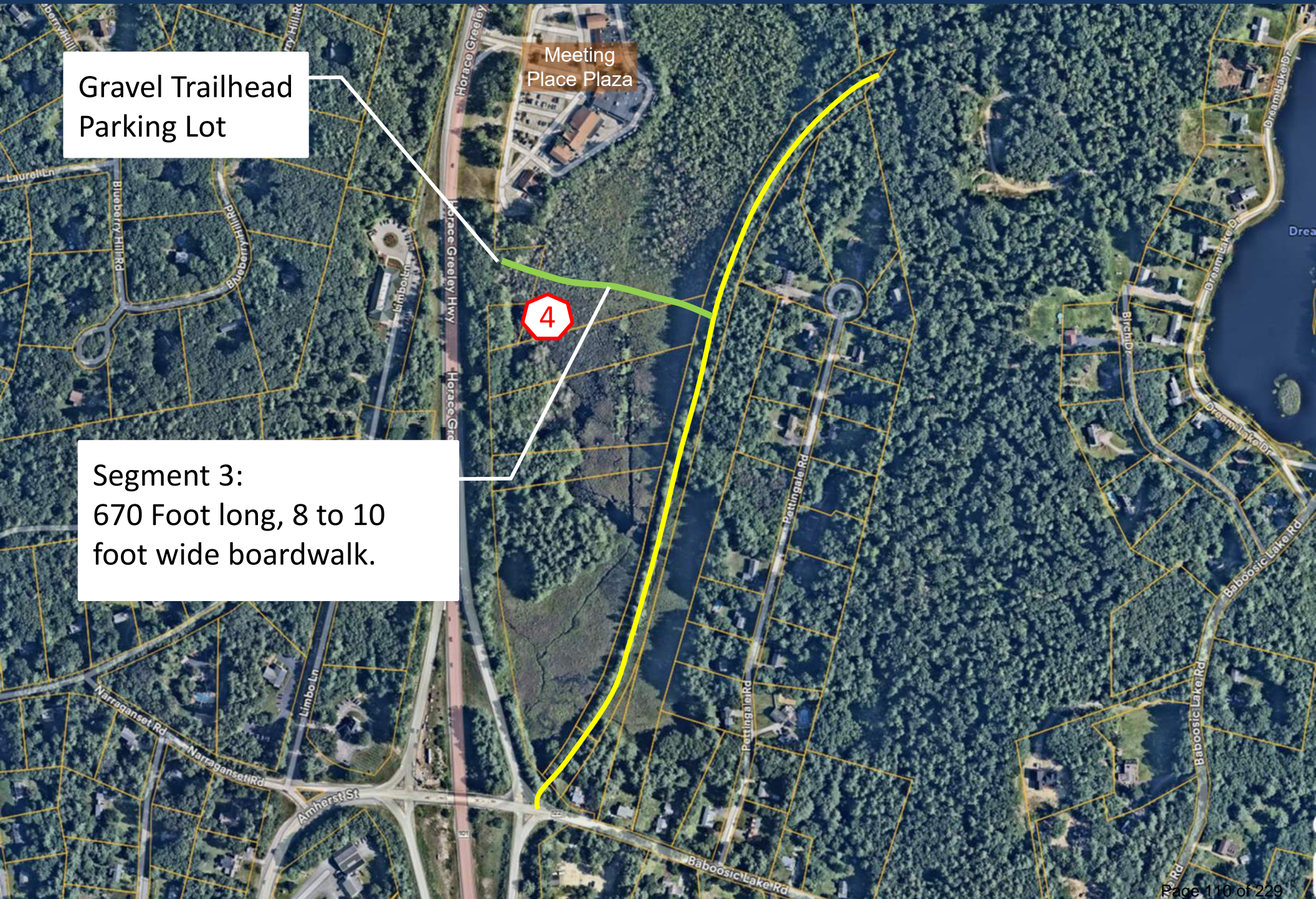
	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
201.1	CLEARING AND GRUBBING	AC	\$ 15,000.00	1	\$15,000
214	FINE GRADING	U	\$ 6,600.00	1	\$6,600
304.7	STONE DUST WEARING SURFACE	TON	\$ 30.00	950	\$28,500
607.5340	WOOD FENCE (SPLIT RAIL), 4'-0" HIGH	LF	\$ 50.00	200	\$10,000
615.0301	TRAFFIC SIGN TYPE C	SF	\$ 90.00	20	\$1,800
618.7	FLAGGERS	HR	\$ 40.00	40	\$1,600
619.1	MAINTENANCE OF TRAFFIC	UNIT	\$ 1,000.00	1	\$1,000
645.531	SILT FENCE	LF	\$ 4.00	1000	\$4,000
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	\$ 2,000.00	1	\$2,000
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM	SY	\$ 7.00	1000	\$7,000
692	MOBILIZATION	UNIT	\$ 15,000.00	1	\$15,000
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	\$ 1,000.00	1	\$1,000
SUBTOTAL					\$94,000
MISCELLANEOUS ITEMS (10%)					\$9,400
CONTINGENCIES (15%)					\$14,100
SUBTOTAL:					\$117,500
TRAIL CONSTRUCTION ENGINEERING, INSPECTION AND TESTING					\$30,000
TRAIL TOTAL					\$147,500
ROW					\$0
ESTIMATED PROJECT TOTAL:					\$148,000

Project Alternatives – Segment 4

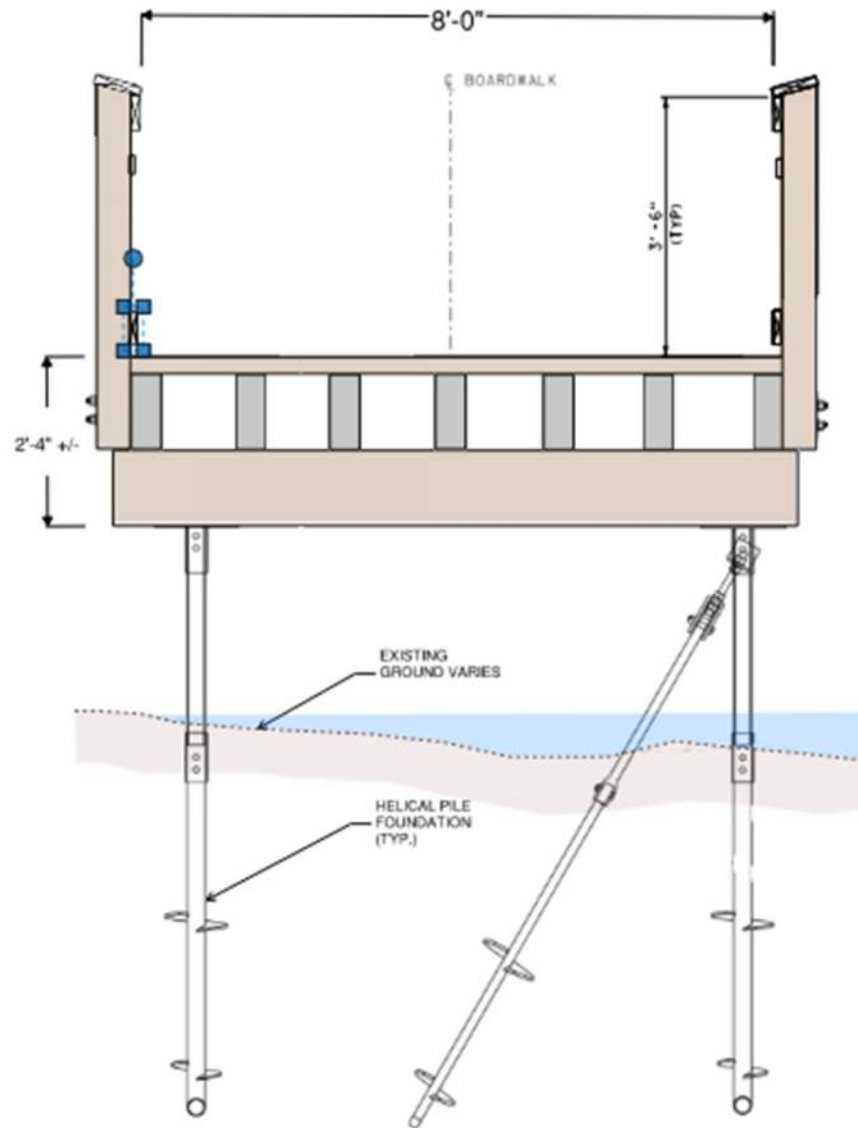
Gravel Trailhead
Parking Lot

4

Segment 3:
670 Foot long, 8 to 10
foot wide boardwalk.



Project Alternatives – Segment 4



CONCEPTUAL BOARDWALK TYPICAL SECTION

Project Alternatives – Segment 4



Boardwalk by Nature Bridges,
Woodbridge, VA

Project Alternatives – Segment 4

Interpretive Panels



Project Alternatives – Segment 4

Segment 4 Conceptual Cost Estimate

	ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
201.1	CLEARING AND GRUBBING	AC	\$ 5,000.00	1	\$5,000
214	FINE GRADING	U	\$ 2,000.00	1	\$2,000
304.4	CRUSHED STONE (FINE GRADATION) (F)	CY	\$ 40.00	110	\$4,400
304.7	STONE DUST WEARING SURFACE	TON	\$ 25.00	0	\$0
403.11	HOT BITUMINOUS PAVEMENT - MACHINE METHOD	TON	\$ 100.00	0	\$0
607.5340	WOOD FENCE (SPLIT RAIL), 4'-0" HIGH	LF	\$ 50.00	100	\$5,000
615.0301	TRAFFIC SIGN TYPE C	SF	\$ 90.00	50	\$4,500
618.61	UNIFORMED OFFICERS W/ VEHICLE	HR	\$ 75.00	0	\$0
618.7	FLAGGERS	HR	\$ 40.00	0	\$0
619.1	MAINTENANCE OF TRAFFIC	UNIT	\$ 5,000.00	1	\$5,000
645.531	SILT FENCE	LF	\$ 4.00	300	\$1,200
645.7	STORM WATER POLLUTION PREVENTION PLAN	U	\$ 3,000.00	1	\$3,000
646.51	TURF ESTABLISHMENT WITH MULCH, TACKIFIERS AND LOAM	SY	\$ 7.00	140	\$980
692	MOBILIZATION	UNIT	\$ 75,000.00	1	\$75,000
698.13	FIELD OFFICE TYPE C	MON	\$ 1,800.00	0	\$0
699	MISCELLANEOUS TEMPORARY EROSION AND SEDIMENT CONTROL	\$	\$ 1,000.00	1	\$1,000
800.001	8' PRECAST BOARDWALK WITH TIMBER RAILINGS ON HELICAL PILES	SF	\$ 210.00	5360	\$1,125,600
SUBTOTAL					\$1,233,000
MISCELLANEOUS ITEMS (10%)					\$123,300
CONTINGENCIES (15%)					\$184,950
SUBTOTAL:					\$1,541,250
TRAIL CONSTRUCTION ENGINEERING, INSPECTION AND TESTING					\$50,000
TRAIL TOTAL					\$1,591,250
ROW					\$20,000
ESTIMATED PROJECT TOTAL:					\$1,611,000


Project Alternatives

Summary of Estimated Costs

No Build	\$ 0
Segment 1	\$ 710,000
Segment 3	\$ 150,000
Segment 4	\$1,610,000
Engineering	\$ 347,000
Available Funds	\$1,070,780

Project Alternatives

Summary of Estimated Costs

No-Build	\$	0	
Segment 1	\$	710,000	
Segment 3	\$	150,000	
Segment 4	\$	1,610,000	
Engineering	\$	347,000	
Available Funds	\$	1,070,780	\$1,057,000

Meeting Purpose

- Review project development process
- Review project limits and context
- Review project considerations & concerns
- Review project Purpose and Need
- Review project alternatives
- Discussion & Board of Selectmen deliberation on selection of alternative

Next Steps and Schedule

Next Steps:

- Selectboard Endorses Alternative:
- No build
- Build a segment
- Study additional alternatives with remaining study funds.

Next Steps and Schedule

Next Steps:

If Selectboard Endorses a Build Alternative:

- VHB Complete Engineering Study
- Complete Environmental Documentation
- Advance Design and Permitting
- 2027/28 Construction



Contact Information:

Eric Slosek: eslosek@amherstnh.gov

Greg Bakos: gbakos@vhb.com



Town of
AMHERST
New Hampshire



November 18, 2025



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Amherst School District Request for Impact Fee Expenditure; Architectural Services for the Elementary School Project

Department: Administration

Meeting Date: May 11, 2026

Staff Contact: Lincoln Daley

BACKGROUND INFORMATION:

The purpose of this agenda item is to consider a request from the Amherst School District for the expenditure of School Impact Fee funds in an amount not to exceed \$49,929 to support architectural services associated with the Elementary School Project. The request was authorized by the Amherst School Board at its April 16, 2026 meeting and submitted to the Board of Selectmen for consideration.

The proposed Elementary School Project is intended to address ongoing facility and space needs within the Amherst School District. According to the submitted Impact Fee Expenditure Request Form, the current elementary school facilities are experiencing overcrowding, reliance on portable classrooms, and building systems that are at or beyond the end of their useful life. The School District has indicated that prior bond proposals to address these deficiencies have not achieved the required 60% voter approval threshold.

The requested impact fee expenditure would fund architectural and pre-bond planning services for the Elementary School Project. The scope of services includes review and revision of the educational program, development of multiple conceptual design options, preparation of schematic design documents for pricing purposes, coordination with consultants and a construction manager, and development of a final recommended solution in preparation for a proposed March 2027 bond vote.

The Amherst School District has represented that the project constitutes a public capital facility with an anticipated useful life of approximately 50 years and that the requested funds would be used exclusively for planning and architectural services directly related to the project. The District has further indicated that reimbursement requests will be based upon actual incurred costs and supported by appropriate documentation, including invoices, purchase orders, and proof of payment.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that the Board of Selectmen approve the request from the Amherst School District for the expenditure of School Impact Fee funds in an amount not to exceed \$49,929 for architectural services associated with the Elementary School Project, as presented.

TOWN ADMINISTRATOR RECOMMENDATION:

Recommend to support the request as presented.

ATTACHMENTS:

- 1. Amherst Impact Fee - Request form round 09.30.25_Architect
- 2. Request for Impact Fees ASD_Architect 20260416
- 3. 26 04 01 Amherst Banwell amendment 1
- 4. ASB March 26 2026 draft minutes
- 5. GPI Amherst, NH - Amherst Elementary School Existing Conditions Survey



Town of Amherst, New Hampshire Impact Fee Expenditure Request Form

[Revision Date: September 30, 2025]

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

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

School Recreation Police Roads Fire

Total Cost of project: \$ 49,929 Amount of Impact Fee Funds desired: \$ 49,929

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

The Public Capital Facility Project is to fund architectural services for the Elementary School Project to include educational program review and revision, development of conceptual design options, schematic package for pricing, and a final solution for bond vote.

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

Yes No

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

Year(s): 2022-2026 Not listed

Describe need: The conditions of the current facility necessitate a plan to accommodate the educational and space needs of students and staff. There are currently multiple portables, overcrowded spaces, and systems at end of life. A warrant bond article to address these needs has not achieved the required 60% voter approval for multiple years. Architectural services are required to develop a plan and design for the capital facility project.

Does the capital facility expenditure include personnel expenses? Yes No

Does the capital facility expenditure include planning/engineering? Yes No

Does the capital facility expenditure include operating &/or maintenance costs? Yes No

Does the capital facility expenditure include costs of correcting existing deficiencies? Yes No

Person Completing Form: Amy Facey
Name

Amy Facey
Signature

04 / 13 / 2026
Date

Information reviewed for accuracy:

Finance Director

Date

Director of Planning and Community Development

Date

CERTIFICATE *of* SIGNATURE

REF. NUMBER

[REDACTED]

DOCUMENT COMPLETED BY ALL PARTIES ON

13 APR 2026 16:40:13
UTC

SIGNER

TIMESTAMP

SIGNATURE

AMY FACEY

EMAIL

[REDACTED]

SENT

13 APR 2026 16:40:12

SIGNED

13 APR 2026 16:40:13

Amy Facey

IP ADDRESS

[REDACTED]

LOCATION

AMHERST, UNITED STATES



SCHOOL ADMINISTRATIVE UNIT THIRTY-NINE
Amherst, Mont Vernon, and Souhegan Cooperative School Districts



MICHAEL BERRY
Superintendent of Schools

ROBERT JOZOKOS
Assistant Superintendent

AMY FACEY
Business Administrator

DR. HEATHER JENNINGS
Director of Student Services

Date: April 16, 2026

Re: Request for Impact Fees, Amherst School District, Architect

Dear Amherst Board of Selectmen,

The Amherst School Board (ASB) at their April 16, 2026 meeting authorized a request to the Board of Selectmen (BOS) for impact fees to fund an Architect for the Elementary School Project in the amount of up to \$49,929. A draft of these minutes will be provided as soon as they are available. The ASB will have the opportunity to review and approve these minutes at their next meeting on May 21, and following approval a copy will be provided to the BOS.

The Elementary School Project is a proposed public capital facility project that will be owned and operated by the Amherst School District and will have a useful life of approximately 50 years. This request is to engage services from an Architect to include educational program review and revision, development of conceptual design options, schematic package for pricing, and a final solution leading up to the March 2027 vote.

Attached are the following documents:

1. The completed Town of Amherst, NH Impact Fee Expenditure Request Form
2. The Agreement for services from Banwell Architects

Following completion of Banwell Architects' services, the request for reimbursement from the Town of Amherst will be based on actual costs and all proper documentation to be provided, including copies of purchase orders, invoices, and checks paid to Banwell Architects.

Please let me know if you require any further information and or would like representatives from the Amherst School District to attend a BOS meeting to present the request. I look forward to hearing from you.

Thank you,

Jason White
Jason White, Chair

Cc: Mike Berry, Superintendent of Schools
Bob Jozokos, Assistant Superintendent of School
Amy Facey, Business Administrator

CERTIFICATE *of* SIGNATURE

REF. NUMBER

[REDACTED]

DOCUMENT COMPLETED BY ALL PARTIES ON

16 APR 2026 23:24:16
UTC

SIGNER

JASON WHITE

EMAIL

[REDACTED]

TIMESTAMP

SENT

16 APR 2026 23:20:58

VIEWED

16 APR 2026 23:24:00

SIGNED

16 APR 2026 23:24:16

SIGNATURE

Jason White

IP ADDRESS

[REDACTED]

LOCATION

AMHERST, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

16 APR 2026 23:24:00





April 1, 2026

Mr. Michael Berry
SAU 39
1 School Street
PO Box 849
Amherst NH 03011

RE: Amendment 1

This letter serves as an amendment to our AIA contract B101-2017 Standard Form of Agreement Between the Architect and Owner dated Feb 10, 2023

The scope for the amendment is for prebond services to prepare for a bond vote in March 2027 and will include the following tasks:

1. Kick off meeting to review possible options
2. Review and revise the program
3. Develop multiple conceptual options for review
4. Help with hiring/review the construction manager
5. Develop schematic package for construction manager to price
6. Meetings (10 included)
7. Develop final solution to bring forward to the bond vote
8. Coordination with Trident
9. Coordination with Construction Manger
10. Review of existing building scope
11. Update basis of design

Fee: \$49,929

Please see the scope summary spreadsheet attached dated 4/1/26.

Submitted:  Date: April 1, 2026

Ingrid Nichols, AIA,LAP

Accepted: _____ Date: _____

MEETING MINUTES

Please click the link below to join the webinar:

<https://sau39.zoom.us/j/89999355650?pwd=aWFFZ09RU2xUQ0JWNU8rSEZkMUVsQT09>

Attendance

Voting Members

Jason White, Amherst School Board - Member
Terri Behm, Amherst School Board - Member
Greg Fritz, Amherst School Board - Member
Brian Gould, Amherst School Board - Member
Katie Cokely, Amherst School Board - Member

Non-Voting Members

Michael Berry, Superintendent
Bob Jozokos, Assistant Superintendent
Amy Facey, Business Administrator
Danae Marotta, Minutetaker

I. Call to Order

Superintendent, Mr. Mike Berry, called the meeting to order at 5:30PM.

1. Pledge of Allegiance

The board and attendees recited the Pledge of Allegiance.

II. Public Comment (1 of 2)

Ms. Tabitha Moriarty, Amherst, commented that she is here as a parent to ask the school board to take a closer look at the impact of the 2021 school start time changes and consider what adjustments may be necessary.

This change was based on research showing that starting middle and high school starting before 8:30AM creates a sleep deficit in adolescents, affecting both their physical and mental health. Studies also showed that later start times can improve attendance, academic performance and graduation rates. Our surrounding districts did not make the same shift and that has created unintended consequences, especially for our student athletes.

Because our school day runs late, athletes are routinely dismissed early, sometimes as early as 1.45PM to travel to away games. Over a single season, that can add up to 8 hours of lost time during the school day. For students who play sports year around, that loss could reach 24 hours, nearly 4 full days.

All student athletes lose time in their school day, but our athletes lose more than their peers in surrounding districts because of our late dismissal schedule. It is not just about time. Students miss extra help blocks and repeated classes, losing the chance to ask questions, get clarification and stay on track. This creates real stress, adding pressure that can harm mental health, the later start times were meant to improve.

When students can get help during the school day, students are often told to come in before school, effectively undoing the benefit of a later start time and adding more pressure. We are asking students to balance academics and athletics, but the current schedule makes that harder not easier.

At the same time, the impact on our elementary students cannot be ignored. Some children are picked up by the bus as early as 6:36AM with this current schedule. Our elementary schools are seeing more late arrivals and longer drop off lines due to the early start times and bus pickups. With the current schedule, Wilkins students have also lost morning recess, time that helped them move, socialize and ease into the day. That time was not extra, it helped students arrive settled, focused and ready to learn.

Late arrivals also mean that some teachers have to start class late, which reduces time for all students in those classrooms. In other words, the impact spreads beyond the few students arriving late, it affects the whole class.

While one group gained sleep in the morning, another lost something important. And our middle and high school athletes are losing significant amounts of valuable time during the school day. This is not a balanced outcome. It is time to ask, are we truly seeing the benefits we hoped for?

I urge this board to reevaluate the start time structure, examine the loss of time for student athletes, consider the impact on elementary students and engage families, staff and other SAU39 Boards in finding solutions that support all students. Right now, the burden of this schedule is falling on our kids and they deserve better.

Mr. Drew Eramo, Amherst, commented that in 2025, 54% of voters supported building a new school. After the election, the school board tasked Building and Grounds to come back with a recommendation on the Wilkins project in the fall. The fall turned into December, and that resulted in two citizen petitions for warrant articles to appear on the ballot without board support. That needs not to happen again.

There needs to be urgency in this initiative until a solution is found. I also think that it is unacceptable to not come back to the ballot each year, especially following majority support for a board-backed proposal. After the 2025 election, the biggest theme among opposition to the plan that we heard, aside from the price tag, was process.

After the election, you hired an owner's project manager and received bids from three separate CMs. Yet after acting on that feedback, you never let the change in the process play out with the voters. We lost a year without learning anything. In 2025, we were 194 votes short. Would changes to the process of obtaining the bids, the three separate bids, have swayed enough for a new bill to have passed in 2026? No one can say for sure. If the board wants to give up on a plan that can meet the full educational needs of their students, that is your prerogative.

The one thing that I think is absolutely true is that the board and the SAU have to define a prioritized list of requirements, and we have to build to those requirements. The voters have to understand what we are buying, if that meets the educational needs of the town, and if not, getting something on that list of requirements means that there will be another phase later.

There has been talk about just putting an addition onto the back of the school and not touching the existing building aside from safety and maintenance items. Does that meet our needs? After taking a guided tour of this school, there were a number of issues that were identified that had to do with the layout and configuration of these existing walls. Are those issues a high priority? Where do they rank? Do we as an electorate understand the educational requirements and understand what we are and are not getting with each of these plans?

Please lean into the OPM that you have on contract. Please prioritize and clearly define your objective and threshold requirements. Please start this process immediately. Please don't let the direction for next March wait until the fall. And please commit to getting something on the ballot every year until you have a real solution. Thank you.

There was no other public comment.

The board thanked Ms. Moriarty and Mr. Eramo.

III. FY25 Financial Audit Presentation

SAU 39 Business Administrator, Ms. Amy Facey, noted that Mr. Mike Campo from Plodzick and Sanderson is here to provide information about the FY25 Audit.

Mr. Campo started his presentation by discussing his background in governmental auditing. His firm, Plodzick and Sanderson, has been auditing firms since 1975. They complete the majority of the school districts in NH and are well versed.

Mr. Campo started on page one. Here is their report card of how you did as a school district. Paragraph two, in our opinion, the accompanying financial statements present fairly in all material respects the financial position. We have said that you have a clean opinion. Anybody using this financial report can rely on the information found behind this page. It's a very good report and reflective of your business office. You have one of the best business offices in the state.

On page 14, this document breaks down your general fund. You started the year with about \$900,000 of unassigned fund balance. You ended the year with about \$500,000. You need to consider when you look at the net change of fund balance in the two budget columns, as a school district, you put up almost \$1.6 million of existing fund balance to offset current year appropriations. It was a strong year in terms of maintaining a healthy fund balance.

Mr. Campo paused for questions. There were none at that time.

He went to the governance letter, and some of the recommendations that we had for the office.

First, regarding the internal control comment with stale-dated checks. We are saying that within your outstanding checks, you have some checks that technically should not clear the bank if somebody brought them in. They possibly could, but technically, if a bank teller is looking at it and sees the date,

they should say you have to get a new check. Review that listing and then just clean it up. Reissue the check.

Next, is with purchase orders and encumbrances. We found that there were a few instances where the invoice preceded the purchase order. A purchase order system is helpful for you as a board and for governance to make sure that as you're drawing down on an appropriation line, you're not overspending it. Before pay anything or before an invoice comes in, have a purchase order in place, and then make sure that the appropriation is there for that expenditure.

With student activities, it is typically given to an individual who didn't sign up to be a bookkeeper of a small business. They're doing their best, we want to make sure we give the best guidance on how they can proceed going forward.

Ms. Behm inquired if there were improvements to the student activities?

Ms. Facey replied that she does have responses to their comments.

The next one is periodic review of financial policies. The board should be reviewing the policies on a 3- to 5-year rotation. Part of the reason why that's important is you are the ones charged with governance. You should understand these policies that are in place that probably preceded you. As you're enforcing them, you should understand what they are. As you go through the review process, make sure that the policies still make sense, that they fit the needs of you as the governing body and that they're meeting the objectives of the school district.

The final one is a GASB 54 policy. It is a fund balance policy defining what the expectation of governance is for how the fund balance will be used.

Mr. Campo noted the board should consider the retention of fund balances. This is not an audit requirement, just something to consider. What we found when COVID happened was that all the school districts had huge surpluses, those who had it were returning a massive amount of fund balance, and it was messing with tax rates. The contingency fund not only helps you in the case of a rainy day, but it also puts you in a position where you can help stabilize your tax rate. So year over year, you can work with the town to make sure that you're coming in at a tax rate that taxpayers are able to handle better. It's tough when it's going up and down, as people's escrows could get impacted. Be aware that it does need to be approved by the voters.

Lastly, there are cyber policies and procedures. This wasn't a concern that we saw here, but is something that we're seeing more broadly. Schools and towns in New Hampshire are being targeted at a much higher rate than they have ever been. It's a serious concern. It is about making sure that you're staying on top of what's necessary to keep your staff informed and trained. I know internally in our offices, we'll do phishing tests. It's simple tasks like scanning over the email address and making sure it's a real address and not just the display name. This is a comment that he provides to every client.

Mr. Campo opened it up for questions.

Ms. Facey added that they appreciate all the comments and don't see it as a negative. The audit went smoothly. She looked at the stale check issue, and they started a procedure to clear up the outstanding checks.

When we do our bank reconciliations, we send out a form letter if a check is more than a month old. If there's no response by the next month, we will send a second letter. If there's no response after two attempts, we void the check and hold it in our abandoned property file, and then prepare the State of New Hampshire form to remit unclaimed funds by November 1st.

Mr. Campo responded that it's a great response, in terms of a manageable process. That's what we look for from finance departments, defined processes. We're also noticing in New Hampshire is that there's a lot of turnover in finance. What you want is a very clean roadmap of procedures and policies for the next person to follow. He suggested documenting it and adding it to your policy manual.

Ms. Facey agreed. As far as procurement of POs, this is an ongoing effort. We work to uphold the requirement that POs be generated before initiation of purchases of goods or services. This is specifically outlined in our business office procedure manual. We provide staff training several times a year, and when we do discover this as an issue, we flag it and email the staff when this happens to hopefully cut down on it. We'll continue to reinforce this policy. At senior leadership and leadership meetings, principals and department heads are tired of me bothering them about this, but we will continue to provide training. We have one planned for this spring and another one in the fall with our business office.

Mr. Campo replied that's another great response. We know it's not happening in the central office. We're trying to aid the finance office in terms of efficiency.

Ms. Facey went to the student activities fund documentation. We work with the office staff to provide the required documentation. We do training in the fall and in the spring and just continue to improve. It has gotten better this year with deposits, and we were pleased with that. We have the office staff share their procedures with each other throughout SAU 39 to try to develop best practices.

Ms. Behm inquired if people can make payments online now where they couldn't before for some of the things.

Ms. Facey replied yes for athletics.

Ms. Facey recommended that the board establish a schedule so that policies are reviewed every 3 to 5 years. Also, adopting any NHSBA policies that are out of date to be current with all RSAs and looking at pulling policies that the board would want to review. As far as contingency funds, that is a discussion that she would recommend they have during the budget cycle. She brought the cybersecurity policies to Mr. Brian Miller, SAU39 Director of Technology. She is pleased with the systems that are in place.

Mr. Campo asked for additional questions. There were none.

Ms. Facey thanked the business office for all of their work. They are highly dedicated.

The board thanked Mr. Campo.

IV. Board Organization

Mr. Berry congratulated Ms. Terri Behm and Ms. Katie Cokley for being elected.

He noted that the board is hard-working and dedicated.

He asked for nominations for Chair of the Amherst School Board.

Ms. Behm nominated Mr. Jason White as Amherst School Board Chair. Mr. Gould to second the nomination.

Mr. Berry asked him if he was willing to serve.

Mr. White responded that he would be willing to serve. He explained that he is not willing to do negotiations.

Mr. Berry noted that the Chair is the lead on board functions, not necessarily negotiations.

Mr. Berry asked for other nominations. There were none.

4-0 White to abstain. Nomination passed.

Mr. White asked for nominations for Vice Chair.

Mr. Gould nominated Mr. Fritz as Amherst School Board Vice Chair. Ms. Cokley to second the nomination.

Mr. Fritz noted that he would be willing to serve.

Mr. Fritz to nominate Ms. Behm as Amherst School Board Vice Chair. Ms. Cokley to second.

Ms. Behm commented that she would be willing to serve.

Mr. Fritz remarked that the Vice Chair has two main roles. They work with the Chair and administration on meetings. That is his opportunity to push back on the agenda to be more efficient and clarify some of the terms. He would represent the board in a fruitful way.

Ms. Behm commented that the continuity of what happened in the past matters. As a trusted face of this board for a long time, it means that she does have the trust of the community. She does work from home and has flexibility in her schedule.

Mr. White asked for questions for the nominees. There were none.

Mr. White called the vote.

Votes for Mr. Fritz- 3 in favor, 2 abstain. Mr. Fritz was named the ASB Vice Chair.

Mr. White asked for nominations for Amherst School Board Secretary.

Mr. White nominated Ms. Cokley for Amherst School Board Secretary.. Mr. Gould to second the nomination.

Mr. White called the vote 4-1 Ms. Cokley to abstain.

Mr. Berry noted we have a pretty important year throughout the three districts. There are some significant initiatives coming throughout SAU 39, not just limited to the Amherst School Board. There will be an SAU 39 strategic planning process that we're going to be going through. The voters supported a Souhegan study and a strategic planning process, so they are going to be doing that work.

We are also going to be looking at our budget process as we bring on a new BA and what that schedule could look like. It's pretty cumbersome the way it exists, so we're going to be diving into that over the next few weeks.

Next, we will be moving very quickly and urgently around finding a solution to the Clark-Wilkins facility work. That will be a heavy lift. We wanted to try to organize the boards in a healthy manner so we could keep it nimble and lean. We came up with these Amherst School Board lead roles, and you can see how it's outlined. We can tweak it a little bit given people's skill sets and interest levels. There are five areas and five board members. We want to disperse the work and responsibility as equitably as possible. We know negotiations are going to be taking place with the AEA. We are also bringing on new legal support, and they are currently looking at the ground rules and the process we could go through. More to come there.

The lead roles include:

- A Board Functions lead focused on board effectiveness
- A Finance lead who serves as the board's primary liaison on budget and fiscal oversight
- A Policy lead
- A Communications lead
- A Strategic Planning lead

If you're not prepared to organize, we can move it forward to April.

Mr. White responded that they would be able to organize.

Mr. Berry commented that the policy committee has historically met during the workday, to accommodate the Superintendent, Assistant Superintendent, and/or Executive Assistant to attend biweekly 90-120 minute meetings between April and February. The committee comprises 2 members from each board, and quorum requirements have canceled numerous meetings over the years, as it is a difficult schedule to accommodate board members. The necessity for the number of meetings is due to the amount of policies that require review or are continuously revised by the NHSBA as laws and statutes rapidly change.

In 2025, the NHSBA sent out a total of 58 new policies or revisions to current policies.

- Title IX updates for 9 policies in February 2025
- Spring 2025 update for 28 new or updated policies in June 2025
- Summer 2025 update for 5 policies in July 2025
- Fall 2025 update for 16 policies in November 2025

In May, the policy committee met 11 times throughout the year and got through fewer than 30 policies. We now have the ability, working with Simbli, to get through these policy reviews and updates at a much more efficient pace.

This past year, policies were presented to the board with redline edits to show exactly where changes have been made, along with a cover page describing the reason the policies are being brought forward. We do a lot of that work internally, so the board and the policy committee do not have to.

We are proposing to continue the same process that has already been in place, cross-referencing current policies with updates provided by the NH School Board Association and marking up draft documents for board approval. You can all view those.

All policies are currently routed through the SAU Board first unless they are district-specific. For example, Souhegan has some unique policies compared to Amherst and Mount Vernon, and this process would remain the same at the SAU board level.

At the SAU Board level, the board could decide to pull out individual policies for further review by a policy committee. For example, you're going to see attendance policies coming forward from the SAU. That might be something we put in front of a policy committee. Open enrollment, once it is defined in New Hampshire, would also be a policy that may require additional review.

However, for minor wording changes, date updates, or small revisions, we recommend that these not require policy committee review. We have been behind for some time, and part of that is due to the current process and a lack of trust. We need to move forward. We have also been called out by auditors, because we are behind, particularly the "D" policies. We are aware of how far behind we are based on the most recent 2025 updates from the SBA. There are many others that are outdated and should be reviewed and updated with current review dates.

He asked for questions.

Mr. White asked about the lead roles.

Mr. Fritz suggested that they wait on the lead roles.

Ms. Cokley and Ms. Behm are to be signers on the Manifest.

Ms. Facey added that she can set up a training for Manifest for new board members.

Ms. Behm suggested that they work on the lead roles.

Mr. Berry gave an example. When you are on committees you are equal.

Mr. White commented that a lot may require a second person.

Mr. Fritz suggested that they work on the committees.

Mr. Berry replied that with Souhegan they had their meeting and picked out the leads. Three of their leads need to update the rest of the board. The lead can request if they have something to share through the Chair. This is consistency between the three districts.

Mr. Gould agreed to work on the committees.

Finance lead- Ms. Cokley.

Mr. Fritz motioned to create a financial advisory group that reports to the board and advises them on how to make the budget. Ms. Cokley to second.

Mr. Fritz commented that there is no legal record of why the Amherst School Board uses a moderator-picked group to advise on financial matters. There's no motion by any governing body, no vote at an election, and no legal basis at all for it to exist. I know Ms. Facey and the moderators have looked into it, and this is the conclusion. They have been doing it more out of practice. Additionally, the Ways and Means process has been led by moderators who have, at times, applied rules inconsistently based on how they think individuals may vote.

Given the importance of this work, it would make sense to have an official advisory financial committee. We do not currently have one established legally. I would like to start that process early this year. By creating it formally, we can avoid relying on the informal "friends of the moderator" group moving forward.

Ms. Facey noted that she did do some research, and she was not able to find anything related to a vote. I think the way it happened was that when the school and the town were together, there was a Ways and Means committee created by the town. When they split, I'm guessing, but because of the name and prior structure, the school continued using Ways and Means as an advisory group. Mr. Fritz is correct. I was not able to find any documentation supporting that. I think that's why it has continued more as a matter of practice.

Ms. Behm asked about Souhegan.

Ms. Facey responded that Souhegan has a advisory finance committee. It is to be appointed by the moderator. It acts as an advisory budget committee rather than a municipal one.

Ms. Behm commented that she wants to understand what they are voting on. If you are asking to change who appoints, then she is not comfortable with that.

Mr. Fritz commented that they should create the committee and recommend how they are going to govern it. He suggested term limits. There are no rules right now. They can then send it to the policy committee.

Mr. White noted that there is a motion on the floor to create a financial advisory committee instead of a Ways and Means committee.

Mr. Fritz added that he wants to create an advisory committee that is legal under the school board.

Ms. Facey recommended that they seek legal counsel.

Mr. Berry added that he will look into this.

Mr. Fritz withdrew his motion.

The board went to the committees.

- School District Budget Committee (Ways & Means) (2) Cokley (*needing another person*)
- SAU Budget Committee (1) Cokley
- Policy Committee (2) Fritz and Behm
- Communications- Gould
- Strategic Planning- Behm
- Negotiations (2) Fritz and Gould
- Brick School Maintenance & Improvement Committee (2) White and Behm
- Building & Grounds Committee (2)
- Property Inventory Committee (2) Gould and Behm
- PTA Liaison (1) Gould
- NHSBA Liaison (1) Gould
- Town of Amherst Board of Selectmen Liaison / CIP (1) White
- Recreation Department Liaison (1) Behm

V. Administration

1. Principal Reports

Superintendent Berry remarked that if there are any pressing questions you can send them to him or through Mr. White.

2. Superintendent

Superintendent Berry remarked that you'll see there are a number of documents in Simbli. The one I want to first draw your attention to is the number of communications following the vote. I am impressed with the support from the town of Amherst on both the Amherst and Souhegan budgets. The number of warrant articles between the two districts was remarkable. I was really surprised by how many were supported, and if you look at the percentages, mid to upper 60s, that level of support is significant. I'm incredibly grateful.

- SAU Hiring

We have some open positions in the SAU that we are currently hiring for. We've begun the Director of Facilities hiring process. We met with seven candidates, narrowed it to four, completed a first round, and are now down to two finalists. That next step is scheduled for Monday. This process is similar to how we've hired for other leadership roles, such as assistant superintendent, curriculum director, and student services director.

The business administrator position is much more difficult to fill across New Hampshire and New England. In SAU 39, it involves three districts, four budgets, and multiple budget processes. We do have some candidates and ongoing conversations, with a smaller group focused on finding the right fit. He is confident we will find someone, but the process will look different. He will continue to update the board.

He also included a positive note he received from a Clark family. It's always good to see those good things happening.

- Wilkins School Timeline

Mr. Berry continued. The next document included is the Amherst/Wilkins Elementary School timeline. Prior to the vote, we asked Trident (our OPM) to prepare three timelines:

1. If the \$37 million warrant article passed
2. If it did not pass (this is the version you are seeing now)
3. A third scenario for planning purposes

This timeline is very aggressive but well-thought-out, and he would like to work with the board to adopt and follow it. We've already begun some of the work. Trident has met with us three times in March. We've reviewed educational specifications and started looking at things differently. We also met with Banwell to have a candid conversation. We wanted them to look at the project with fresh eyes, and Trident did a great job. We expect Trident to provide four or five different ways of looking at this. He wants the board to drive this process. Trident works for the board, and with him. This is our number one priority, solving the facility challenges.

We already have data and community feedback. Our job is to design a project that can realistically achieve 65–70% voter support. We have so many drafts and know where people stand. The goal is to be ready by September to engage with the community, families, and staff, around concepts. Ideally, the board would take a position by October or early November to move forward with a warrant article. That would give us November through February to inform and educate voters.

- Committee Changes-Proposed

To support this timeline, he recommended a restructuring of committees. First, dissolve the existing Amherst Building and Grounds Committee and establish a Clark Wilkins Project Advisory Group. This would consist of professionals in construction, architecture, and engineering to advise Trident, the architect, the SAU, and the CMs. Next, to create an Amherst Community Outreach and Impact Team. They would organize at the direction of the board a little later, after a majority of the work had been done. They would focus on communication, stakeholder engagement, and community outreach.

These groups would allow for more flexibility, more frequent meetings, and more effective communication. Having credible, knowledgeable individuals involved in these groups is important. There are many people in the community who are already invested and experienced from prior work. It is the responsibility of the board and administration to synthesize all input into a plan that can achieve a reasonable project.

This is likely the most important decision of the evening. We've learned from previous efforts, and

now we need to rebrand how we approach this work, how we partner with Trident, and how we communicate and engage with the community moving forward.

Mr. White noted that for efficiency he would prefer a motion, second and discussion.

Mr. Gould motioned to create the Clark Wilkins Advisory Group. Ms. Cokley to second the motion.

Mr. Fritz commented that this timeline is not fast enough. He would like to crunch these activities and have a public hearing in July or August. They should also be inclusive of all the ASD facilities.

Mr. Berry responded that they requested from Trident a master facility planning process. That needs to happen for all the SAU and Amherst. Regardless, this building needs significant improvements.

Mr. Fritz remarked that he wanted to change and have a different dynamic where the board asks him to go off and make these decisions. We first need to know what we have now. We have new portables and a new ecosystem. I don't want the board to be a hindrance. He could then report back to the board two days prior to a meeting.

Ms. Behm commented that as the outgoing chair of the B & G, when there were more voices involved, it was not nimble. She agrees with the concept since it may help them move quickly. They are the decision makers and need to be a part of it.

Ms. Facey added that if you are going to have a committee, there should be some accountability and board presence. Unfortunately, it does not work that way with public boards.

Mr. Fritz replied let him meet with anyone he wanted, and the full board could be informed.

Mr. White asked if there was anything new to provide. There were none.

Mr. White called the vote: 4-1 Mr. Fritz, to oppose.

Mr. White inquired about the second group.

Mr. Berry responded that this will be further in the process. They need to be intentional in their communications. The people to guide them are important.

The board thanked Superintendent Berry.

3. Personnel

Mr. White noted that there were three resignations. AMS – F. Christine Reinart (Special Education Teacher), effective 3/27/2026, AMS – Tracey Mills (Grade 7 Teacher), effective 7/1/2026 and AMS - Kelly O'Reilly (Special Education Teacher), effective 7/1/2026.

Mr. Gould motioned to approve the resignations as presented with regret and appreciation. Ms. Cokley to second. There was no discussion. The vote was unanimous, the motion passed.

Mr. Berry added that they will have a non-public session tonight to vote on the slate of professional recommendations. They will come out of the non-public session to vote on that. He explained the criteria that they were looking for.

The board thanked Mr. Berry.

VI. Board Business

1. Policies

Mr. White reviewed the following policies as first readings:

Policy EBCH- Chemical Safety and Chemical Hygiene Plan
Policy IHBA and IHBA-R - Programs for Pupils with Disabilities
Policy IHCA- Summer Activities
Policy IHBG- Home Education Instruction
Policy IMAH- Daily Physical Activity
Policy JG- Assignment of Students to Classes and Grade Levels
Policy KF- Use of School Buildings & Facilities

New Policy JFABD-R 1 - Admission of Homeless Children & Unaccompanied Youth - McKinney-Vento Professional Development Policy (presented by Liz Cannon, Director of Curriculum & Accountability)

2. Preschool Tuition Rate Memo

Ms. Facey noted that there is a memo in Simbli as well as some comparable gathered by the Director of Student Services, Dr. Heather Jennings. She reviewed surrounding programs and found that preschool tuition ranges from approximately \$210 to \$300 per month.

Our current rate, based on the FY25 school year, is \$240 per month. Based on those comps, she is recommending an increase of \$20.

This change requires a board motion and vote for approval.

Mr. Fritz motioned to approve the FY27 preschool tuition rate of \$260/month, plus the one-time deposit of \$125, for a total annual tuition of \$2,725. Ms. Behm to second the motion. The vote was unanimous, the motion passed.

The board thanked Ms. Facey.

3. OPM Contract -Impact Fees

Ms. Facey explained this past November the Amherst Board of Selectmen (BOS) approved the Amherst School Board (ASB) request for impact fees to fund an Owner's Project Manager (OPM) for the Elementary School Project in the amount of up to \$21,750 for work leading up to an FY26 vote for an Elementary School project. That work has been completed by the OPM (Trident) and the SAU Business Office on behalf of the Amherst School District will send a request for

reimbursement from the Town of Amherst's collected impact fees.

Mr. Gould motioned to authorize the request of up to \$39,950 in impact fees from the Town of Amherst for the procurement of the Owner's Project Manager leading up to the FY27 vote for an Elementary School Project. Ms. Behm to second the motion.

Mr. Fritz inquired about the statement of work attached.

Ms. Facey replied that it is included.

Mr. Fritz asked about the construction estimates and pre-bond estimates. He would like to know what they are paying.

Ms. Facey replied that this is one cost of the work to get them to a warrant article. This is just for Trident. They have an estimated budget, but she does not have a quote.

Mr. Berry added that he would be more prepared to speak about this after meeting with Trident for more information.

Mr. Fritz inquired about the scope.

Mr. Berry replied that they reviewed the old educational specifications. He is waiting for the options that could be made. He does not have all the information now.

Mr. Fritz commented that he is not clear what they are paying for at this point.

Mr. Berry responded that we're looking at trying to design, at a minimum, a renovation project that brings the building up to code, provides a better educational learning environment, and addresses problems we've been trying to fix for years. One of the things he asked them to do was take a closer look at other properties within Amherst to see if there is any viable alternative. They have the same information we do. We also brought Banwell in to take a closer look at Clark and what to do with that building and how to approach it efficiently. We haven't been putting as much emphasis on that building, but structurally it is not in the best condition. It is an asset we currently have.

Mr. Berry concluded. The challenge is determining how to move forward and what is most appropriate, given our current situation. This includes the use of portables and the fact that we have approximately \$1 million in approved warrant articles for capital maintenance.

Mr. White asked for any other questions. There were none.

He called the vote: 4-1. Fritz-opposed. Motion passed.

4. Board Goals

Mr. White commented that the board should review and discuss in April.

5. Board Correspondence

VII. Consent Agenda

Me. Gould motioned to approve the consent agenda items 1. February 19th 2026 Draft Minutes, 2. Budget Transfer 2026-006, 3. Budget Transfer 2026-007, 3. Budget Transfer 2026-008 and 5 Unanticipated Revenue. Ms. Behm to second the motion. The vote was unanimous; the motion passed.

Ms. Behm thanked the community for the box tops donation.

1. Draft Minutes - February 19, 2026
2. Budget Transfer 2026-006
3. Budget Transfer 2026-007
4. Unanticipated Revenue

VIII. Operational Reports

Mr. White noted the operational reports 1. January 2026 Treasurer's Report and 2. February 2026 Treasurer's Report.

He asked the board if there were questions.

Mr. Fritz asked about the UFB.

Ms. Facey replied that you will be getting projections in April.

The board thanked Ms Facey.

1. Treasurer's Report - January 2026
2. Treasurer's Report - February 2026

IX. Public Comments (2 of 2)

Mr. White asked for public comment.

Mr. Caleb Baird, Amherst, commented I have a real problem with Mr. Friz. The long-winded speeches are what I see as an attempt to usurp the authority of the town moderator and absolve the Ways and Means Committee. That committee is made up of appointed individuals, and the moderator has the authority to appoint them. Referring to them as a "friends of the moderator" group is, in my opinion, degrading. I own a business, I have a full-time job, and I have a family. I dedicate my time to this work for the betterment of Amherst, and I think those comments diminish that effort.

I like you personally, but as a school board member, I find your approach divisive, non-productive, and often argumentative. At times, I feel it derails otherwise productive conversations with nonsense. I did not appreciate those remarks. You are certainly entitled to your opinion, but I felt strongly enough

about this to come here tonight and make this comment. Thank you.

Ms. Kristen Van Goor, Amherst, noted that as a board you need to remember that you have a collective responsibility. As we get into summer and fall, remember that it is a responsibility as a board to put something to voters that has your support. If you cant get there by 2027 it will be a disappointment to the town and a failure of the board. People believe that something needs to be done. You got portables in an emergency fund. Have something ready to go for voters that they can stand behind with confidence. Be open to doing things differently to do everything you can to bring Mr. Dart back to the table. Do good work, the town is counting on you. Thank you.

X. Non-Public Session, RSA 91-A:3 II

Motion to Enter Nonpublic Session

Motion made by Behm and seconded by Gould to enter nonpublic session RSA 91-A:3, II(a):

Roll Call Vote:

- Terri Behm – Yes
- Greg Fritz – Yes
- Brian Gould – Yes
- Jason White – Yes
- Katie Cokely – Yes

Action: Motion passed unanimously.

Public meeting recording was paused.

Entered Nonpublic Session: 7:33 PM

Persons Present During Nonpublic Session:

- Mike Berry, Superintendent
- Bob Jozokos, Assistant Superintendent
- Amy Facey, Business Administrator

Statutory Reason for Nonpublic Session:

Pursuant to RSA 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 them, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

Identification of subject matter discussed and final actions taken/decisions made:

Non-public to discuss renewal of contracts, hiring and information on resignations.

Discussion on Issue ended @ 7:41p.m.

Motion to leave nonpublic session and return to public session by Behm seconded by Gould

Roll Call vote to exit nonpublic session:

Roll Call Vote:

- Terri Behm – Yes
- Greg Fritz – Yes
- Brian Gould – Yes
- Jason White – Yes
- Katie Cokely – Yes

Re-start public meeting recording.

Public session reconvened at 7:42p.m.

XI. Adjournment

Mr. White reopened the public session at 7:42PM.

Ms. Behm motioned to approve the slate of nominations as presented in the non public session. by Superintendent Berry. Mr. Gould to second the motion. The vote was unanimous, the motion passed.

Mr. White adjourned the meeting at 7:43PM.

DRAFT

Agreement for Professional Services

Project: Wilkins Elementary School	Date: November 12, 2025
Client: SAU 39	GPI Project No.: NEX-2500384.00
Contact: Michael Berry, Superintendent 1 School Street Amherst, NH 03031 mberry@sau39.org/(603) 673-2690	From: Alex Camm Assistant Vice President Land Surveying Department Head No. of Pages: 7

Greenman-Pedersen, Inc. (GPI) is pleased to provide this Agreement for land surveying services for the Wilkins Elementary School property, which comprises approximately 27 acres, located at 80 Boston Post Road in Amherst, NH. It is our understanding that you would like an existing conditions plan prepared for the property. The limits of survey are shown in Exhibit A, included herein. Under this Agreement, GPI will perform the following services:

A. SCOPE OF WORK

Task 00001 Existing Conditions Plan

Field Survey - Field data will be collected as required to prepare an Existing Conditions Plan for the subject property. This survey will include the location and elevations of planimetric features including, but not limited to, buildings, edges of paved surfaces, parking spaces, drainage swales, fences, signs, and visible surface utilities. Inverts of drainage structures located within the survey limits will be recorded, along with pipe sizes and materials when obtainable. Inverts within the traveled way of Boston Post Road and Jones Road will not be recorded at this time. Any utility markings observed during the survey that may be present during the field survey will be located and identified on the survey plans as such. Sufficient boundary evidence will be recorded to determine the location of the property boundaries of the subject site, as well as abutters and adjacent rights of way. GPI will also locate any wetland flags (placed by others) that are present during the field survey. GPI will supplement the on-the-ground survey with public LiDAR data in non-critical areas (large wooded areas and wetlands).

Records Research - Title research will be conducted at the local municipality, as well as county and state offices for historical records related to the subject property, direct abutters, and adjacent roadways. This research will be compiled to determine boundary lines, right-of-way lines, and any easements appurtenant to the surveyed properties. It is our assumption that records research will be performed through online databases and email correspondence and that no visits to public agencies will be required.

Underground Utilities - We will research existing utility infrastructure in the vicinity of the survey limits by contacting the local municipality and identifying and contacting any public utility provider known to have utility infrastructure within the survey limits. Record utility information will be compiled and transferred to the survey base plans. Existing utility information shown on the survey will generally follow the Federal Highway Administration (FHWA)'s subsurface utility engineering (SUE) Quality Level C (correlating visible utility features with existing record information). It is our assumption that utility requests and responses will be completed through email correspondence and that no visits to providers or public works will be required.

Plan Preparation – We will prepare an Existing Conditions Plan at a suitable scale showing the results of the on-the-ground field survey and records and utility research, including any easements of record found during the title research noted above. Said survey plan will include 1' contours and shall reference the New Hampshire State Plane Coordinate System (NAD 83) and the North American Vertical Datum of 1988 (NAVD88), respectively, established by using GPS survey methods or nearby geodetic control.

Deliverables - The completed survey will be prepared on 22"x34" sheets and stamped and signed by a licensed land surveyor registered in the State of New Hampshire. The Client will be provided with a stamped PDF of the survey, as well as an AutoCAD file in 2018 format.

B. FURTHER UNDERSTANDINGS & EXCLUSIONS

- a) This Agreement does not include the following:
 - a. Subdivision plan, easement plan, or any plan to be recorded at the Registry of Deeds.
 - b. Field setting of missing monuments at lot corners.
 - c. Delineation of wetlands.
 - d. Offsite roadway survey.
- b) GPI field crews will have full access to the site.
- c) It is assumed that sufficient boundary evidence will be recovered during our field survey work in order to make an accurate determination of the property and right of way boundaries. If sufficient boundary evidence is not found within the immediate survey limits, GPI may need to expand upon these limits as required. Any additional costs associated with this circumstance will be discussed with the Client prior to performing any additional field work.
- d) GPI may, at its sole discretion, utilize alternative survey technologies such as unmanned aerial vehicles (UAV), terrestrial scanning, and/or GPS to supplement the on-the-ground field survey.
- e) Field marking of existing underground utilities is not included in this proposal. However, these services can be provided by GPI for an additional cost if requested by the client.
- f) All on-site utility structures servicing the property may not be visible from the ground surface if they are buried or paved over. Additional costs may be incurred to determine the location of said structures. Any additional cost associated with this circumstance will be discussed with the client prior to performing any additional field work.

C. COMPENSATION:

Based upon the above Services, our fee to complete these services is outlined in the table below. We will not exceed this estimate without prior written approval by the Client.

Tasks	Fee	Payment Method
00001 Existing Conditions Plan	\$19,000	Lump Sum

Reimbursable expenses are included in the lump sum fee.

We trust this Agreement meets your needs. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed Agreement. This Contract is deemed withdrawn by GPI if not accepted by the Client signing and returning a fully executed copy within ten (10) days of the date written above. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:

For Client:

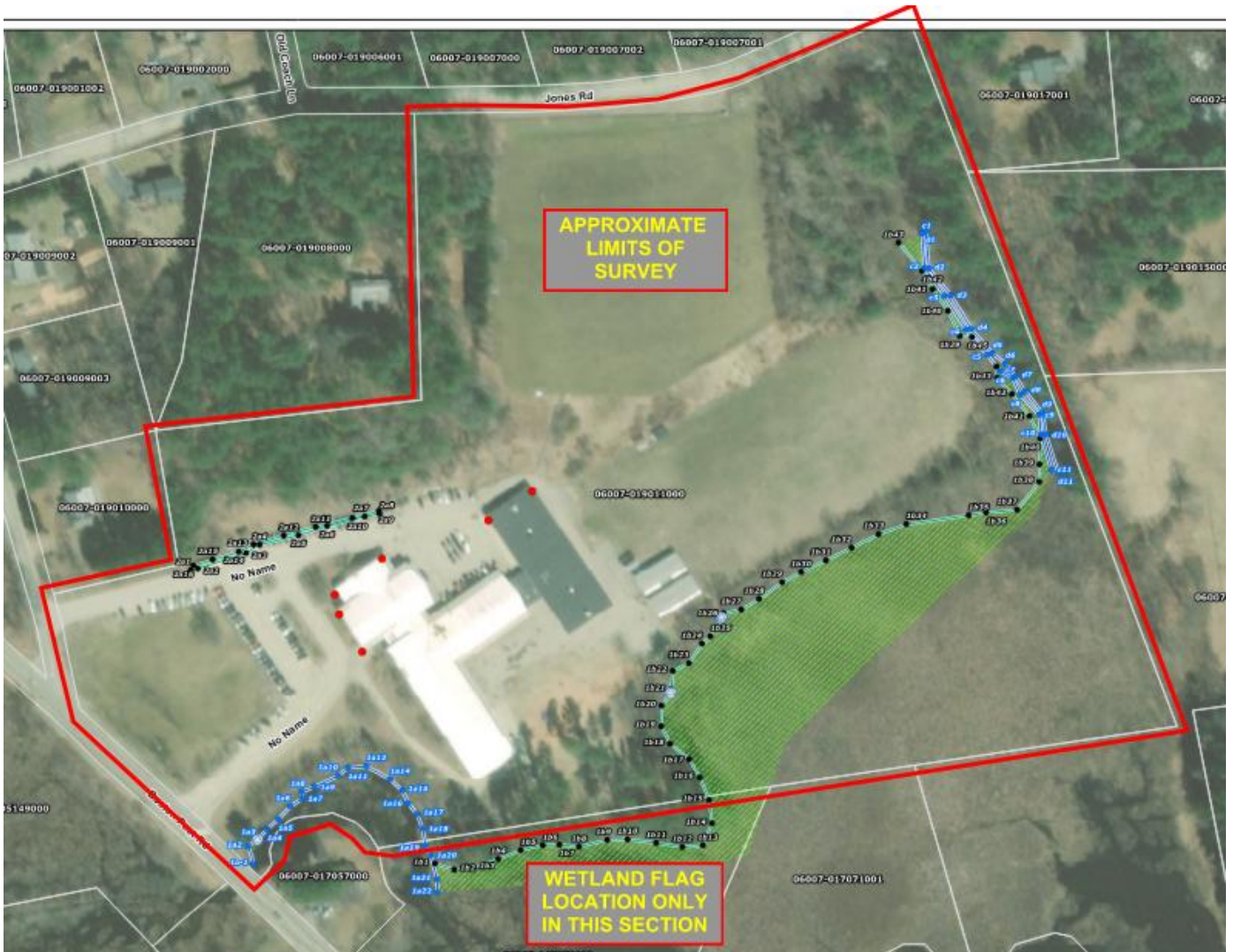

 Name: David Jordan
 Title: Vice President
 Director of Project Delivery - Land Development

November 12, 2025
 Date

Accepted by an Authorized Agent,
 Principal or Owner

Printed Name and Title

Exhibit A Approximate Limits of Survey



CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
5. Contract Amendments: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Contract Amendment"). Neither party shall be bound by any Contract Amendment unless mutually agreed upon in writing.
6. Hourly Billing Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's hourly billing rates effective at the time of service. Hourly billing rate changes occurring during the contract period will be applicable as of the effective date of rate change. A copy of the current billing rates will be made available to the Client throughout the duration of the contract, upon the Client's request.
7. Payment for Services: Services will be invoiced monthly based on work accomplished as estimated by GPI. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our hourly billing rates should a default in payment occur.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client with proper detail and backup, in accordance with the terms contained in GPI Fee Schedule. Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this Contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

22. Insurance: GPI will maintain the following insurance for the duration of the project:

- 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
- 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
- 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
- 22.4 Excess/Umbrella – in the amount of \$5,000,000.
- 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
- 22.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

24. Indemnification:

- 24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
- 24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out

of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.

24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Amherst School District Request for Impact Fee Expenditure; Land Surveying Services for the Wilkins School

Department: Administration

Meeting Date: May 11, 2026

Staff Contact: Lincoln Daley

BACKGROUND INFORMATION:

The purpose of this agenda item is to consider a request from the Amherst School District for the expenditure of School Impact Fee funds in an amount not to exceed \$19,000 to support land surveying services associated with the Wilkins Elementary School Project. The request was authorized by the Amherst School Board at its April 16, 2026 meeting and submitted to the Board of Selectmen for consideration.

The proposed Elementary School Project is intended to address ongoing facility and space needs within the Amherst School District. According to the submitted Impact Fee Expenditure Request Form, the current school facilities are experiencing overcrowding, reliance on portable classrooms, and building systems that are at or beyond the end of their useful life. The School District has indicated that previous bond proposals to address these needs have not achieved the required 60% voter approval threshold.

The requested impact fee expenditure would fund preparation of an Existing Conditions Plan and associated land surveying services for the Wilkins Elementary School Project. The proposed scope of work includes field survey activities, records research, underground utility research, plan preparation, and the preparation of a stamped survey by a licensed land surveyor. The School District has stated that the existing conditions plan is necessary to identify structural, utility, and site constraints in order to reduce risk, liability, and potential project costs as planning and design efforts move forward in preparation for a proposed March 2027 bond vote.

The Amherst School District has represented that the project constitutes a public capital facility with an anticipated useful life of approximately 50 years and that reimbursement requests will be based upon actual incurred costs supported by appropriate documentation, including invoices, purchase orders, and proof of payment.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that the Board of Selectmen approve the request from the Amherst School District for the expenditure of School Impact Fee funds in an amount not to exceed \$19,000 for land surveying services associated with the Wilkins Elementary School Project, as presented.

TOWN ADMINISTRATOR RECOMMENDATION:

Recommend that the Board of Selectmen approve the request in an amount not to exceed \$19,000 for land surveying services associated with the Wilkins Elementary School Project, as presented.

ATTACHMENTS:

- 1. Amherst Impact Fee - Request form round 09.30.25 _Site Survey
- 2. Request for Impact Fees ASD Land Surveyor 20260416
- 3. ASB March 26 2026 draft minutes
- 4. GPI Amherst, NH - Amherst Elementary School Existing Conditions Survey

CERTIFICATE *of* SIGNATURE

REF. NUMBER

[REDACTED]

DOCUMENT COMPLETED BY ALL PARTIES ON

10 APR 2026 14:46:46
UTC

SIGNER

TIMESTAMP

SIGNATURE

AMY FACEY

SENT
10 APR 2026 14:46:46

Amy Facey

EMAIL

[REDACTED]

SIGNED
10 APR 2026 14:46:46

IP ADDRESS

[REDACTED]

LOCATION

AMHERST, UNITED STATES



SCHOOL ADMINISTRATIVE UNIT THIRTY-NINE
Amherst, Mont Vernon, and Souhegan Cooperative School Districts



MICHAEL BERRY
Superintendent of Schools

ROBERT JOZOKOS
Assistant Superintendent

AMY FACEY
Business Administrator

DR. HEATHER JENNINGS
Director of Student Services

Date: April 16, 2026

Re: Request for Impact Fees, Amherst School District, Land Surveyor

Dear Amherst Board of Selectmen,

The Amherst School Board (ASB) at their April 16, 2026 meeting authorized a request to the Board of Selectmen (BOS) for impact fees to fund a Land Surveyor for the Elementary School Project in the amount of up to \$19,000. A draft of these minutes will be provided as soon as they are available. The ASB will have the opportunity to review and approve these minutes at their next meeting on May 21, and following approval a copy will be provided to the BOS.

The Elementary School Project is a proposed public capital facility project that will be owned and operated by the Amherst School District and will have a useful life of approximately 50 years. This request is to engage services from a Land Surveyor to include a field survey, records research, underground utilities research, plan preparation, and a stamped survey signed by a licensed surveyor leading up to the March 2027 vote.

Attached are the following documents:

1. The completed Town of Amherst, NH Impact Fee Expenditure Request Form
2. The Agreement for service from GPI

Following completion of GPI's services, the request for reimbursement from the Town of Amherst will be based on actual costs and all proper documentation to be provided, including copies of purchase orders, invoices, and checks paid to GPI.

Please let me know if you require any further information and or would like representatives from the Amherst School District to attend a BOS meeting to present the request. I look forward to hearing from you.

Thank you,

Jason White
Jason White, Chair

Cc: Mike Berry, Superintendent of Schools
Bob Jozokos, Assistant Superintendent of School
Amy Facey, Business Administrator

CERTIFICATE *of* SIGNATURE

REF. NUMBER

[REDACTED]

DOCUMENT COMPLETED BY ALL PARTIES ON

16 APR 2026 23:24:53
UTC

SIGNER

JASON WHITE

EMAIL

[REDACTED]

TIMESTAMP

SENT

16 APR 2026 23:23:48

VIEWED

16 APR 2026 23:24:42

SIGNED

16 APR 2026 23:24:53

SIGNATURE

Jason White

IP ADDRESS

[REDACTED]

LOCATION

AMHERST, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

16 APR 2026 23:24:42



MEETING MINUTES

Please click the link below to join the webinar:

<https://sau39.zoom.us/j/89999355650?pwd=aWFFZ09RU2xUQ0JWNU8rSEZkMUVsQT09>

Attendance

Voting Members

Jason White, Amherst School Board - Member
Terri Behm, Amherst School Board - Member
Greg Fritz, Amherst School Board - Member
Brian Gould, Amherst School Board - Member
Katie Cokely, Amherst School Board - Member

Non-Voting Members

Michael Berry, Superintendent
Bob Jozokos, Assistant Superintendent
Amy Facey, Business Administrator
Danae Marotta, Minutetaker

I. Call to Order

Superintendent, Mr. Mike Berry, called the meeting to order at 5:30PM.

1. Pledge of Allegiance

The board and attendees recited the Pledge of Allegiance.

II. Public Comment (1 of 2)

Ms. Tabitha Moriarty, Amherst, commented that she is here as a parent to ask the school board to take a closer look at the impact of the 2021 school start time changes and consider what adjustments may be necessary.

This change was based on research showing that starting middle and high school starting before 8:30AM creates a sleep deficit in adolescents, affecting both their physical and mental health. Studies also showed that later start times can improve attendance, academic performance and graduation rates. Our surrounding districts did not make the same shift and that has created unintended consequences, especially for our student athletes.

Because our school day runs late, athletes are routinely dismissed early, sometimes as early as 1.45PM to travel to away games. Over a single season, that can add up to 8 hours of lost time during the school day. For students who play sports year around, that loss could reach 24 hours, nearly 4 full days.

All student athletes lose time in their school day, but our athletes lose more than their peers in surrounding districts because of our late dismissal schedule. It is not just about time. Students miss extra help blocks and repeated classes, losing the chance to ask questions, get clarification and stay on track. This creates real stress, adding pressure that can harm mental health, the later start times were meant to improve.

When students can get help during the school day, students are often told to come in before school, effectively undoing the benefit of a later start time and adding more pressure. We are asking students to balance academics and athletics, but the current schedule makes that harder not easier.

At the same time, the impact on our elementary students cannot be ignored. Some children are picked up by the bus as early as 6:36AM with this current schedule. Our elementary schools are seeing more late arrivals and longer drop off lines due to the early start times and bus pickups. With the current schedule, Wilkins students have also lost morning recess, time that helped them move, socialize and ease into the day. That time was not extra, it helped students arrive settled, focused and ready to learn.

Late arrivals also mean that some teachers have to start class late, which reduces time for all students in those classrooms. In other words, the impact spreads beyond the few students arriving late, it affects the whole class.

While one group gained sleep in the morning, another lost something important. And our middle and high school athletes are losing significant amounts of valuable time during the school day. This is not a balanced outcome. It is time to ask, are we truly seeing the benefits we hoped for?

I urge this board to reevaluate the start time structure, examine the loss of time for student athletes, consider the impact on elementary students and engage families, staff and other SAU39 Boards in finding solutions that support all students. Right now, the burden of this schedule is falling on our kids and they deserve better.

Mr. Drew Eramo, Amherst, commented that in 2025, 54% of voters supported building a new school. After the election, the school board tasked Building and Grounds to come back with a recommendation on the Wilkins project in the fall. The fall turned into December, and that resulted in two citizen petitions for warrant articles to appear on the ballot without board support. That needs not to happen again.

There needs to be urgency in this initiative until a solution is found. I also think that it is unacceptable to not come back to the ballot each year, especially following majority support for a board-backed proposal. After the 2025 election, the biggest theme among opposition to the plan that we heard, aside from the price tag, was process.

After the election, you hired an owner's project manager and received bids from three separate CMs. Yet after acting on that feedback, you never let the change in the process play out with the voters. We lost a year without learning anything. In 2025, we were 194 votes short. Would changes to the process of obtaining the bids, the three separate bids, have swayed enough for a new bill to have passed in 2026? No one can say for sure. If the board wants to give up on a plan that can meet the full educational needs of their students, that is your prerogative.

The one thing that I think is absolutely true is that the board and the SAU have to define a prioritized list of requirements, and we have to build to those requirements. The voters have to understand what we are buying, if that meets the educational needs of the town, and if not, getting something on that list of requirements means that there will be another phase later.

There has been talk about just putting an addition onto the back of the school and not touching the existing building aside from safety and maintenance items. Does that meet our needs? After taking a guided tour of this school, there were a number of issues that were identified that had to do with the layout and configuration of these existing walls. Are those issues a high priority? Where do they rank? Do we as an electorate understand the educational requirements and understand what we are and are not getting with each of these plans?

Please lean into the OPM that you have on contract. Please prioritize and clearly define your objective and threshold requirements. Please start this process immediately. Please don't let the direction for next March wait until the fall. And please commit to getting something on the ballot every year until you have a real solution. Thank you.

There was no other public comment.

The board thanked Ms. Moriarty and Mr. Eramo.

III. FY25 Financial Audit Presentation

SAU 39 Business Administrator, Ms. Amy Facey, noted that Mr. Mike Campo from Plodzick and Sanderson is here to provide information about the FY25 Audit.

Mr. Campo started his presentation by discussing his background in governmental auditing. His firm, Plodzick and Sanderson, has been auditing firms since 1975. They complete the majority of the school districts in NH and are well versed.

Mr. Campo started on page one. Here is their report card of how you did as a school district. Paragraph two, in our opinion, the accompanying financial statements present fairly in all material respects the financial position. We have said that you have a clean opinion. Anybody using this financial report can rely on the information found behind this page. It's a very good report and reflective of your business office. You have one of the best business offices in the state.

On page 14, this document breaks down your general fund. You started the year with about \$900,000 of unassigned fund balance. You ended the year with about \$500,000. You need to consider when you look at the net change of fund balance in the two budget columns, as a school district, you put up almost \$1.6 million of existing fund balance to offset current year appropriations. It was a strong year in terms of maintaining a healthy fund balance.

Mr. Campo paused for questions. There were none at that time.

He went to the governance letter, and some of the recommendations that we had for the office.

First, regarding the internal control comment with stale-dated checks. We are saying that within your outstanding checks, you have some checks that technically should not clear the bank if somebody brought them in. They possibly could, but technically, if a bank teller is looking at it and sees the date,

they should say you have to get a new check. Review that listing and then just clean it up. Reissue the check.

Next, is with purchase orders and encumbrances. We found that there were a few instances where the invoice preceded the purchase order. A purchase order system is helpful for you as a board and for governance to make sure that as you're drawing down on an appropriation line, you're not overspending it. Before pay anything or before an invoice comes in, have a purchase order in place, and then make sure that the appropriation is there for that expenditure.

With student activities, it is typically given to an individual who didn't sign up to be a bookkeeper of a small business. They're doing their best, we want to make sure we give the best guidance on how they can proceed going forward.

Ms. Behm inquired if there were improvements to the student activities?

Ms. Facey replied that she does have responses to their comments.

The next one is periodic review of financial policies. The board should be reviewing the policies on a 3- to 5-year rotation. Part of the reason why that's important is you are the ones charged with governance. You should understand these policies that are in place that probably preceded you. As you're enforcing them, you should understand what they are. As you go through the review process, make sure that the policies still make sense, that they fit the needs of you as the governing body and that they're meeting the objectives of the school district.

The final one is a GASB 54 policy. It is a fund balance policy defining what the expectation of governance is for how the fund balance will be used.

Mr. Campo noted the board should consider the retention of fund balances. This is not an audit requirement, just something to consider. What we found when COVID happened was that all the school districts had huge surpluses, those who had it were returning a massive amount of fund balance, and it was messing with tax rates. The contingency fund not only helps you in the case of a rainy day, but it also puts you in a position where you can help stabilize your tax rate. So year over year, you can work with the town to make sure that you're coming in at a tax rate that taxpayers are able to handle better. It's tough when it's going up and down, as people's escrows could get impacted. Be aware that it does need to be approved by the voters.

Lastly, there are cyber policies and procedures. This wasn't a concern that we saw here, but is something that we're seeing more broadly. Schools and towns in New Hampshire are being targeted at a much higher rate than they have ever been. It's a serious concern. It is about making sure that you're staying on top of what's necessary to keep your staff informed and trained. I know internally in our offices, we'll do phishing tests. It's simple tasks like scanning over the email address and making sure it's a real address and not just the display name. This is a comment that he provides to every client.

Mr. Campo opened it up for questions.

Ms. Facey added that they appreciate all the comments and don't see it as a negative. The audit went smoothly. She looked at the stale check issue, and they started a procedure to clear up the outstanding checks.

When we do our bank reconciliations, we send out a form letter if a check is more than a month old. If there's no response by the next month, we will send a second letter. If there's no response after two attempts, we void the check and hold it in our abandoned property file, and then prepare the State of New Hampshire form to remit unclaimed funds by November 1st.

Mr. Campo responded that it's a great response, in terms of a manageable process. That's what we look for from finance departments, defined processes. We're also noticing in New Hampshire is that there's a lot of turnover in finance. What you want is a very clean roadmap of procedures and policies for the next person to follow. He suggested documenting it and adding it to your policy manual.

Ms. Facey agreed. As far as procurement of POs, this is an ongoing effort. We work to uphold the requirement that POs be generated before initiation of purchases of goods or services. This is specifically outlined in our business office procedure manual. We provide staff training several times a year, and when we do discover this as an issue, we flag it and email the staff when this happens to hopefully cut down on it. We'll continue to reinforce this policy. At senior leadership and leadership meetings, principals and department heads are tired of me bothering them about this, but we will continue to provide training. We have one planned for this spring and another one in the fall with our business office.

Mr. Campo replied that's another great response. We know it's not happening in the central office. We're trying to aid the finance office in terms of efficiency.

Ms. Facey went to the student activities fund documentation. We work with the office staff to provide the required documentation. We do training in the fall and in the spring and just continue to improve. It has gotten better this year with deposits, and we were pleased with that. We have the office staff share their procedures with each other throughout SAU 39 to try to develop best practices.

Ms. Behm inquired if people can make payments online now where they couldn't before for some of the things.

Ms. Facey replied yes for athletics.

Ms. Facey recommended that the board establish a schedule so that policies are reviewed every 3 to 5 years. Also, adopting any NHSBA policies that are out of date to be current with all RSAs and looking at pulling policies that the board would want to review. As far as contingency funds, that is a discussion that she would recommend they have during the budget cycle. She brought the cybersecurity policies to Mr. Brian Miller, SAU39 Director of Technology. She is pleased with the systems that are in place.

Mr. Campo asked for additional questions. There were none.

Ms. Facey thanked the business office for all of their work. They are highly dedicated.

The board thanked Mr. Campo.

IV. Board Organization

Mr. Berry congratulated Ms. Terri Behm and Ms. Katie Cokley for being elected.

He noted that the board is hard-working and dedicated.

He asked for nominations for Chair of the Amherst School Board.

Ms. Behm nominated Mr. Jason White as Amherst School Board Chair. Mr. Gould to second the nomination.

Mr. Berry asked him if he was willing to serve.

Mr. White responded that he would be willing to serve. He explained that he is not willing to do negotiations.

Mr. Berry noted that the Chair is the lead on board functions, not necessarily negotiations.

Mr. Berry asked for other nominations. There were none.

4-0 White to abstain. Nomination passed.

Mr. White asked for nominations for Vice Chair.

Mr. Gould nominated Mr. Fritz as Amherst School Board Vice Chair. Ms. Cokley to second the nomination.

Mr. Fritz noted that he would be willing to serve.

Mr. Fritz to nominate Ms. Behm as Amherst School Board Vice Chair. Ms. Cokley to second.

Ms. Behm commented that she would be willing to serve.

Mr. Fritz remarked that the Vice Chair has two main roles. They work with the Chair and administration on meetings. That is his opportunity to push back on the agenda to be more efficient and clarify some of the terms. He would represent the board in a fruitful way.

Ms. Behm commented that the continuity of what happened in the past matters. As a trusted face of this board for a long time, it means that she does have the trust of the community. She does work from home and has flexibility in her schedule.

Mr. White asked for questions for the nominees. There were none.

Mr. White called the vote.

Votes for Mr. Fritz- 3 in favor, 2 abstain. Mr. Fritz was named the ASB Vice Chair.

Mr. White asked for nominations for Amherst School Board Secretary.

Mr. White nominated Ms. Cokley for Amherst School Board Secretary.. Mr. Gould to second the nomination.

Mr. White called the vote 4-1 Ms. Cokley to abstain.

Mr. Berry noted we have a pretty important year throughout the three districts. There are some significant initiatives coming throughout SAU 39, not just limited to the Amherst School Board. There will be an SAU 39 strategic planning process that we're going to be going through. The voters supported a Souhegan study and a strategic planning process, so they are going to be doing that work.

We are also going to be looking at our budget process as we bring on a new BA and what that schedule could look like. It's pretty cumbersome the way it exists, so we're going to be diving into that over the next few weeks.

Next, we will be moving very quickly and urgently around finding a solution to the Clark-Wilkins facility work. That will be a heavy lift. We wanted to try to organize the boards in a healthy manner so we could keep it nimble and lean. We came up with these Amherst School Board lead roles, and you can see how it's outlined. We can tweak it a little bit given people's skill sets and interest levels. There are five areas and five board members. We want to disperse the work and responsibility as equitably as possible. We know negotiations are going to be taking place with the AEA. We are also bringing on new legal support, and they are currently looking at the ground rules and the process we could go through. More to come there.

The lead roles include:

- A Board Functions lead focused on board effectiveness
- A Finance lead who serves as the board's primary liaison on budget and fiscal oversight
- A Policy lead
- A Communications lead
- A Strategic Planning lead

If you're not prepared to organize, we can move it forward to April.

Mr. White responded that they would be able to organize.

Mr. Berry commented that the policy committee has historically met during the workday, to accommodate the Superintendent, Assistant Superintendent, and/or Executive Assistant to attend biweekly 90-120 minute meetings between April and February. The committee comprises 2 members from each board, and quorum requirements have canceled numerous meetings over the years, as it is a difficult schedule to accommodate board members. The necessity for the number of meetings is due to the amount of policies that require review or are continuously revised by the NHSBA as laws and statutes rapidly change.

In 2025, the NHSBA sent out a total of 58 new policies or revisions to current policies.

- Title IX updates for 9 policies in February 2025
- Spring 2025 update for 28 new or updated policies in June 2025
- Summer 2025 update for 5 policies in July 2025
- Fall 2025 update for 16 policies in November 2025

In May, the policy committee met 11 times throughout the year and got through fewer than 30 policies. We now have the ability, working with Simbli, to get through these policy reviews and updates at a much more efficient pace.

This past year, policies were presented to the board with redline edits to show exactly where changes have been made, along with a cover page describing the reason the policies are being brought forward. We do a lot of that work internally, so the board and the policy committee do not have to.

We are proposing to continue the same process that has already been in place, cross-referencing current policies with updates provided by the NH School Board Association and marking up draft documents for board approval. You can all view those.

All policies are currently routed through the SAU Board first unless they are district-specific. For example, Souhegan has some unique policies compared to Amherst and Mount Vernon, and this process would remain the same at the SAU board level.

At the SAU Board level, the board could decide to pull out individual policies for further review by a policy committee. For example, you're going to see attendance policies coming forward from the SAU. That might be something we put in front of a policy committee. Open enrollment, once it is defined in New Hampshire, would also be a policy that may require additional review.

However, for minor wording changes, date updates, or small revisions, we recommend that these not require policy committee review. We have been behind for some time, and part of that is due to the current process and a lack of trust. We need to move forward. We have also been called out by auditors, because we are behind, particularly the "D" policies. We are aware of how far behind we are based on the most recent 2025 updates from the SBA. There are many others that are outdated and should be reviewed and updated with current review dates.

He asked for questions.

Mr. White asked about the lead roles.

Mr. Fritz suggested that they wait on the lead roles.

Ms. Cokley and Ms. Behm are to be signers on the Manifest.

Ms. Facey added that she can set up a training for Manifest for new board members.

Ms. Behm suggested that they work on the lead roles.

Mr. Berry gave an example. When you are on committees you are equal.

Mr. White commented that a lot may require a second person.

Mr. Fritz suggested that they work on the committees.

Mr. Berry replied that with Souhegan they had their meeting and picked out the leads. Three of their leads need to update the rest of the board. The lead can request if they have something to share through the Chair. This is consistency between the three districts.

Mr. Gould agreed to work on the committees.

Finance lead- Ms. Cokley.

Mr. Fritz motioned to create a financial advisory group that reports to the board and advises them on how to make the budget. Ms. Cokley to second.

Mr. Fritz commented that there is no legal record of why the Amherst School Board uses a moderator-picked group to advise on financial matters. There's no motion by any governing body, no vote at an election, and no legal basis at all for it to exist. I know Ms. Facey and the moderators have looked into it, and this is the conclusion. They have been doing it more out of practice. Additionally, the Ways and Means process has been led by moderators who have, at times, applied rules inconsistently based on how they think individuals may vote.

Given the importance of this work, it would make sense to have an official advisory financial committee. We do not currently have one established legally. I would like to start that process early this year. By creating it formally, we can avoid relying on the informal "friends of the moderator" group moving forward.

Ms. Facey noted that she did do some research, and she was not able to find anything related to a vote. I think the way it happened was that when the school and the town were together, there was a Ways and Means committee created by the town. When they split, I'm guessing, but because of the name and prior structure, the school continued using Ways and Means as an advisory group. Mr. Fritz is correct. I was not able to find any documentation supporting that. I think that's why it has continued more as a matter of practice.

Ms. Behm asked about Souhegan.

Ms. Facey responded that Souhegan has a advisory finance committee. It is to be appointed by the moderator. It acts as an advisory budget committee rather than a municipal one.

Ms. Behm commented that she wants to understand what they are voting on. If you are asking to change who appoints, then she is not comfortable with that.

Mr. Fritz commented that they should create the committee and recommend how they are going to govern it. He suggested term limits. There are no rules right now. They can then send it to the policy committee.

Mr. White noted that there is a motion on the floor to create a financial advisory committee instead of a Ways and Means committee.

Mr. Fritz added that he wants to create an advisory committee that is legal under the school board.

Ms. Facey recommended that they seek legal counsel.

Mr. Berry added that he will look into this.

Mr. Fritz withdrew his motion.

The board went to the committees.

- School District Budget Committee (Ways & Means) (2) Cokley (*needing another person*)
- SAU Budget Committee (1) Cokley
- Policy Committee (2) Fritz and Behm
- Communications- Gould
- Strategic Planning- Behm
- Negotiations (2) Fritz and Gould
- Brick School Maintenance & Improvement Committee (2) White and Behm
- Building & Grounds Committee (2)
- Property Inventory Committee (2) Gould and Behm
- PTA Liaison (1) Gould
- NHSBA Liaison (1) Gould
- Town of Amherst Board of Selectmen Liaison / CIP (1) White
- Recreation Department Liaison (1) Behm

V. Administration

1. Principal Reports

Superintendent Berry remarked that if there are any pressing questions you can send them to him or through Mr. White.

2. Superintendent

Superintendent Berry remarked that you'll see there are a number of documents in Simbli. The one I want to first draw your attention to is the number of communications following the vote. I am impressed with the support from the town of Amherst on both the Amherst and Souhegan budgets. The number of warrant articles between the two districts was remarkable. I was really surprised by how many were supported, and if you look at the percentages, mid to upper 60s, that level of support is significant. I'm incredibly grateful.

- SAU Hiring

We have some open positions in the SAU that we are currently hiring for. We've begun the Director of Facilities hiring process. We met with seven candidates, narrowed it to four, completed a first round, and are now down to two finalists. That next step is scheduled for Monday. This process is similar to how we've hired for other leadership roles, such as assistant superintendent, curriculum director, and student services director.

The business administrator position is much more difficult to fill across New Hampshire and New England. In SAU 39, it involves three districts, four budgets, and multiple budget processes. We do have some candidates and ongoing conversations, with a smaller group focused on finding the right fit. He is confident we will find someone, but the process will look different. He will continue to update the board.

He also included a positive note he received from a Clark family. It's always good to see those good things happening.

- Wilkins School Timeline

Mr. Berry continued. The next document included is the Amherst/Wilkins Elementary School timeline. Prior to the vote, we asked Trident (our OPM) to prepare three timelines:

1. If the \$37 million warrant article passed
2. If it did not pass (this is the version you are seeing now)
3. A third scenario for planning purposes

This timeline is very aggressive but well-thought-out, and he would like to work with the board to adopt and follow it. We've already begun some of the work. Trident has met with us three times in March. We've reviewed educational specifications and started looking at things differently. We also met with Banwell to have a candid conversation. We wanted them to look at the project with fresh eyes, and Trident did a great job. We expect Trident to provide four or five different ways of looking at this. He wants the board to drive this process. Trident works for the board, and with him. This is our number one priority, solving the facility challenges.

We already have data and community feedback. Our job is to design a project that can realistically achieve 65–70% voter support. We have so many drafts and know where people stand. The goal is to be ready by September to engage with the community, families, and staff, around concepts. Ideally, the board would take a position by October or early November to move forward with a warrant article. That would give us November through February to inform and educate voters.

- Committee Changes-Proposed

To support this timeline, he recommended a restructuring of committees. First, dissolve the existing Amherst Building and Grounds Committee and establish a Clark Wilkins Project Advisory Group. This would consist of professionals in construction, architecture, and engineering to advise Trident, the architect, the SAU, and the CMs. Next, to create an Amherst Community Outreach and Impact Team. They would organize at the direction of the board a little later, after a majority of the work had been done. They would focus on communication, stakeholder engagement, and community outreach.

These groups would allow for more flexibility, more frequent meetings, and more effective communication. Having credible, knowledgeable individuals involved in these groups is important. There are many people in the community who are already invested and experienced from prior work. It is the responsibility of the board and administration to synthesize all input into a plan that can achieve a reasonable project.

This is likely the most important decision of the evening. We've learned from previous efforts, and

now we need to rebrand how we approach this work, how we partner with Trident, and how we communicate and engage with the community moving forward.

Mr. White noted that for efficiency he would prefer a motion, second and discussion.

Mr. Gould motioned to create the Clark Wilkins Advisory Group. Ms. Cokley to second the motion.

Mr. Fritz commented that this timeline is not fast enough. He would like to crunch these activities and have a public hearing in July or August. They should also be inclusive of all the ASD facilities.

Mr. Berry responded that they requested from Trident a master facility planning process. That needs to happen for all the SAU and Amherst. Regardless, this building needs significant improvements.

Mr. Fritz remarked that he wanted to change and have a different dynamic where the board asks him to go off and make these decisions. We first need to know what we have now. We have new portables and a new ecosystem. I don't want the board to be a hindrance. He could then report back to the board two days prior to a meeting.

Ms. Behm commented that as the outgoing chair of the B & G, when there were more voices involved, it was not nimble. She agrees with the concept since it may help them move quickly. They are the decision makers and need to be a part of it.

Ms. Facey added that if you are going to have a committee, there should be some accountability and board presence. Unfortunately, it does not work that way with public boards.

Mr. Fritz replied let him meet with anyone he wanted, and the full board could be informed.

Mr. White asked if there was anything new to provide. There were none.

Mr. White called the vote: 4-1 Mr. Fritz, to oppose.

Mr. White inquired about the second group.

Mr. Berry responded that this will be further in the process. They need to be intentional in their communications. The people to guide them are important.

The board thanked Superintendent Berry.

3. Personnel

Mr. White noted that there were three resignations. AMS – F. Christine Reinart (Special Education Teacher), effective 3/27/2026, AMS – Tracey Mills (Grade 7 Teacher), effective 7/1/2026 and AMS - Kelly O'Reilly (Special Education Teacher), effective 7/1/2026.

Mr. Gould motioned to approve the resignations as presented with regret and appreciation. Ms. Cokley to second. There was no discussion. The vote was unanimous, the motion passed.

Mr. Berry added that they will have a non-public session tonight to vote on the slate of professional recommendations. They will come out of the non-public session to vote on that. He explained the criteria that they were looking for.

The board thanked Mr. Berry.

VI. Board Business

1. Policies

Mr. White reviewed the following policies as first readings:

Policy EBCH- Chemical Safety and Chemical Hygiene Plan
Policy IHBA and IHBA-R - Programs for Pupils with Disabilities
Policy IHCA- Summer Activities
Policy IHBG- Home Education Instruction
Policy IMAH- Daily Physical Activity
Policy JG- Assignment of Students to Classes and Grade Levels
Policy KF- Use of School Buildings & Facilities

New Policy JFABD-R 1 - Admission of Homeless Children & Unaccompanied Youth - McKinney-Vento Professional Development Policy (presented by Liz Cannon, Director of Curriculum & Accountability)

2. Preschool Tuition Rate Memo

Ms. Facey noted that there is a memo in Simbli as well as some comparable gathered by the Director of Student Services, Dr. Heather Jennings. She reviewed surrounding programs and found that preschool tuition ranges from approximately \$210 to \$300 per month.

Our current rate, based on the FY25 school year, is \$240 per month. Based on those comps, she is recommending an increase of \$20.

This change requires a board motion and vote for approval.

Mr. Fritz motioned to approve the FY27 preschool tuition rate of \$260/month, plus the one-time deposit of \$125, for a total annual tuition of \$2,725. Ms. Behm to second the motion. The vote was unanimous, the motion passed.

The board thanked Ms. Facey.

3. OPM Contract -Impact Fees

Ms. Facey explained this past November the Amherst Board of Selectmen (BOS) approved the Amherst School Board (ASB) request for impact fees to fund an Owner's Project Manager (OPM) for the Elementary School Project in the amount of up to \$21,750 for work leading up to an FY26 vote for an Elementary School project. That work has been completed by the OPM (Trident) and the SAU Business Office on behalf of the Amherst School District will send a request for

reimbursement from the Town of Amherst's collected impact fees.

Mr. Gould motioned to authorize the request of up to \$39,950 in impact fees from the Town of Amherst for the procurement of the Owner's Project Manager leading up to the FY27 vote for an Elementary School Project. Ms. Behm to second the motion.

Mr. Fritz inquired about the statement of work attached.

Ms. Facey replied that it is included.

Mr. Fritz asked about the construction estimates and pre-bond estimates. He would like to know what they are paying.

Ms. Facey replied that this is one cost of the work to get them to a warrant article. This is just for Trident. They have an estimated budget, but she does not have a quote.

Mr. Berry added that he would be more prepared to speak about this after meeting with Trident for more information.

Mr. Fritz inquired about the scope.

Mr. Berry replied that they reviewed the old educational specifications. He is waiting for the options that could be made. He does not have all the information now.

Mr. Fritz commented that he is not clear what they are paying for at this point.

Mr. Berry responded that we're looking at trying to design, at a minimum, a renovation project that brings the building up to code, provides a better educational learning environment, and addresses problems we've been trying to fix for years. One of the things he asked them to do was take a closer look at other properties within Amherst to see if there is any viable alternative. They have the same information we do. We also brought Banwell in to take a closer look at Clark and what to do with that building and how to approach it efficiently. We haven't been putting as much emphasis on that building, but structurally it is not in the best condition. It is an asset we currently have.

Mr. Berry concluded. The challenge is determining how to move forward and what is most appropriate, given our current situation. This includes the use of portables and the fact that we have approximately \$1 million in approved warrant articles for capital maintenance.

Mr. White asked for any other questions. There were none.

He called the vote: 4-1. Fritz-opposed. Motion passed.

4. Board Goals

Mr. White commented that the board should review and discuss in April.

5. Board Correspondence

VII. Consent Agenda

Me. Gould motioned to approve the consent agenda items 1. February 19th 2026 Draft Minutes, 2. Budget Transfer 2026-006, 3. Budget Transfer 2026-007, 3. Budget Transfer 2026-008 and 5 Unanticipated Revenue. Ms. Behm to second the motion. The vote was unanimous; the motion passed.

Ms. Behm thanked the community for the box tops donation.

1. Draft Minutes - February 19, 2026

2. Budget Transfer 2026-006

3. Budget Transfer 2026-007

4. Unanticipated Revenue

VIII. Operational Reports

Mr. White noted the operational reports 1. January 2026 Treasurer's Report and 2. February 2026 Treasurer's Report.

He asked the board if there were questions.

Mr. Fritz asked about the UFB.

Ms. Facey replied that you will be getting projections in April.

The board thanked Ms Facey.

1. Treasurer's Report - January 2026

2. Treasurer's Report - February 2026

IX. Public Comments (2 of 2)

Mr. White asked for public comment.

Mr. Caleb Baird, Amherst, commented I have a real problem with Mr. Friz. The long-winded speeches are what I see as an attempt to usurp the authority of the town moderator and absolve the Ways and Means Committee. That committee is made up of appointed individuals, and the moderator has the authority to appoint them. Referring to them as a "friends of the moderator" group is, in my opinion, degrading. I own a business, I have a full-time job, and I have a family. I dedicate my time to this work for the betterment of Amherst, and I think those comments diminish that effort.

I like you personally, but as a school board member, I find your approach divisive, non-productive, and often argumentative. At times, I feel it derails otherwise productive conversations with nonsense. I did not appreciate those remarks. You are certainly entitled to your opinion, but I felt strongly enough

about this to come here tonight and make this comment. Thank you.

Ms. Kristen Van Goor, Amherst, noted that as a board you need to remember that you have a collective responsibility. As we get into summer and fall, remember that it is a responsibility as a board to put something to voters that has your support. If you cant get there by 2027 it will be a disappointment to the town and a failure of the board. People believe that something needs to be done. You got portables in an emergency fund. Have something ready to go for voters that they can stand behind with confidence. Be open to doing things differently to do everything you can to bring Mr. Dart back to the table. Do good work, the town is counting on you. Thank you.

X. Non-Public Session, RSA 91-A:3 II

Motion to Enter Nonpublic Session

Motion made by Behm and seconded by Gould to enter nonpublic session RSA 91-A:3, II(a):

Roll Call Vote:

- Terri Behm – Yes
- Greg Fritz – Yes
- Brian Gould – Yes
- Jason White – Yes
- Katie Cokely – Yes

Action: Motion passed unanimously.

Public meeting recording was paused.

Entered Nonpublic Session: 7:33 PM

Persons Present During Nonpublic Session:

- Mike Berry, Superintendent
- Bob Jozokos, Assistant Superintendent
- Amy Facey, Business Administrator

Statutory Reason for Nonpublic Session:

Pursuant to RSA 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 them, unless the employee affected (1) has a right to a public meeting, and (2) requests that the meeting be open, in which case the request shall be granted.

Identification of subject matter discussed and final actions taken/decisions made:

Non-public to discuss renewal of contracts, hiring and information on resignations.

Discussion on Issue ended @ 7:41p.m.

Motion to leave nonpublic session and return to public session by Behm seconded by Gould

Roll Call vote to exit nonpublic session:

Roll Call Vote:

- Terri Behm – Yes
- Greg Fritz – Yes
- Brian Gould – Yes
- Jason White – Yes
- Katie Cokely – Yes

Re-start public meeting recording.

Public session reconvened at 7:42p.m.

XI. Adjournment

Mr. White reopened the public session at 7:42PM.

Ms. Behm motioned to approve the slate of nominations as presented in the non public session. by Superintendent Berry. Mr. Gould to second the motion. The vote was unanimous, the motion passed.

Mr. White adjourned the meeting at 7:43PM.

DRAFT

Agreement for Professional Services

Project: Wilkins Elementary School	Date: November 12, 2025
Client: SAU 39	GPI Project No.: NEX-2500384.00
Contact: Michael Berry, Superintendent 1 School Street Amherst, NH 03031 mberry@sau39.org/(603) 673-2690	From: Alex Camm Assistant Vice President Land Surveying Department Head No. of Pages: 7

Greenman-Pedersen, Inc. (GPI) is pleased to provide this Agreement for land surveying services for the Wilkins Elementary School property, which comprises approximately 27 acres, located at 80 Boston Post Road in Amherst, NH. It is our understanding that you would like an existing conditions plan prepared for the property. The limits of survey are shown in Exhibit A, included herein. Under this Agreement, GPI will perform the following services:

A. SCOPE OF WORK

Task 00001 Existing Conditions Plan

Field Survey - Field data will be collected as required to prepare an Existing Conditions Plan for the subject property. This survey will include the location and elevations of planimetric features including, but not limited to, buildings, edges of paved surfaces, parking spaces, drainage swales, fences, signs, and visible surface utilities. Inverts of drainage structures located within the survey limits will be recorded, along with pipe sizes and materials when obtainable. Inverts within the traveled way of Boston Post Road and Jones Road will not be recorded at this time. Any utility markings observed during the survey that may be present during the field survey will be located and identified on the survey plans as such. Sufficient boundary evidence will be recorded to determine the location of the property boundaries of the subject site, as well as abutters and adjacent rights of way. GPI will also locate any wetland flags (placed by others) that are present during the field survey. GPI will supplement the on-the-ground survey with public LiDAR data in non-critical areas (large wooded areas and wetlands).

Records Research - Title research will be conducted at the local municipality, as well as county and state offices for historical records related to the subject property, direct abutters, and adjacent roadways. This research will be compiled to determine boundary lines, right-of-way lines, and any easements appurtenant to the surveyed properties. It is our assumption that records research will be performed through online databases and email correspondence and that no visits to public agencies will be required.

Underground Utilities - We will research existing utility infrastructure in the vicinity of the survey limits by contacting the local municipality and identifying and contacting any public utility provider known to have utility infrastructure within the survey limits. Record utility information will be compiled and transferred to the survey base plans. Existing utility information shown on the survey will generally follow the Federal Highway Administration (FHWA)'s subsurface utility engineering (SUE) Quality Level C (correlating visible utility features with existing record information). It is our assumption that utility requests and responses will be completed through email correspondence and that no visits to providers or public works will be required.

Plan Preparation – We will prepare an Existing Conditions Plan at a suitable scale showing the results of the on-the-ground field survey and records and utility research, including any easements of record found during the title research noted above. Said survey plan will include 1' contours and shall reference the New Hampshire State Plane Coordinate System (NAD 83) and the North American Vertical Datum of 1988 (NAVD88), respectively, established by using GPS survey methods or nearby geodetic control.

Deliverables - The completed survey will be prepared on 22"x34" sheets and stamped and signed by a licensed land surveyor registered in the State of New Hampshire. The Client will be provided with a stamped PDF of the survey, as well as an AutoCAD file in 2018 format.

B. FURTHER UNDERSTANDINGS & EXCLUSIONS

- a) This Agreement does not include the following:
 - a. Subdivision plan, easement plan, or any plan to be recorded at the Registry of Deeds.
 - b. Field setting of missing monuments at lot corners.
 - c. Delineation of wetlands.
 - d. Offsite roadway survey.
- b) GPI field crews will have full access to the site.
- c) It is assumed that sufficient boundary evidence will be recovered during our field survey work in order to make an accurate determination of the property and right of way boundaries. If sufficient boundary evidence is not found within the immediate survey limits, GPI may need to expand upon these limits as required. Any additional costs associated with this circumstance will be discussed with the Client prior to performing any additional field work.
- d) GPI may, at its sole discretion, utilize alternative survey technologies such as unmanned aerial vehicles (UAV), terrestrial scanning, and/or GPS to supplement the on-the-ground field survey.
- e) Field marking of existing underground utilities is not included in this proposal. However, these services can be provided by GPI for an additional cost if requested by the client.
- f) All on-site utility structures servicing the property may not be visible from the ground surface if they are buried or paved over. Additional costs may be incurred to determine the location of said structures. Any additional cost associated with this circumstance will be discussed with the client prior to performing any additional field work.

C. COMPENSATION:

Based upon the above Services, our fee to complete these services is outlined in the table below. We will not exceed this estimate without prior written approval by the Client.

Tasks	Fee	Payment Method
00001 Existing Conditions Plan	\$19,000	Lump Sum

Reimbursable expenses are included in the lump sum fee.

We trust this Agreement meets your needs. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed Agreement. This Contract is deemed withdrawn by GPI if not accepted by the Client signing and returning a fully executed copy within ten (10) days of the date written above. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and has had an opportunity to discuss with GPI any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:


 Name: David Jordan
 Title: Vice President
 Director of Project Delivery - Land Development

November 12, 2025
 Date

For Client:

Accepted by an Authorized Agent, Date
 Principal or Owner

Printed Name and Title

Exhibit A Approximate Limits of Survey



CONTRACT TERMS AND CONDITIONS

1. Time for Acceptance: This agreement is void if not signed and returned to GPI within 90 days of the date of the agreement.
2. Time for Rendering Services: GPI will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with sound professional practices. GPI agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI's control or other excused delays, then GPI shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI due to such delay.
3. Information Provided: Before GPI commences the Services, the Client shall provide GPI, in writing all necessary information to permit its proper performance of the Services. GPI shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.
4. Additional Services: Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client.
5. Contract Amendments: If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI. GPI shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Contract Amendment"). Neither party shall be bound by any Contract Amendment unless mutually agreed upon in writing.
6. Hourly Billing Rate Schedule (Not applicable to Lump Sum Fees): Services provided on an hourly basis will be invoiced at GPI's hourly billing rates effective at the time of service. Hourly billing rate changes occurring during the contract period will be applicable as of the effective date of rate change. A copy of the current billing rates will be made available to the Client throughout the duration of the contract, upon the Client's request.
7. Payment for Services: Services will be invoiced monthly based on work accomplished as estimated by GPI. Payment for Services rendered is due upon receipt of GPI's invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our hourly billing rates should a default in payment occur.
8. Reimbursable Expenses: Reimbursable expenses will be billed to the Client with proper detail and backup, in accordance with the terms contained in GPI Fee Schedule. Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage.
9. Permits and Licenses: Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.
10. Standard of Practice and Care: Services performed by GPI will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

11. Site Access: Client will provide the necessary access and right of entry for GPI to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI to perform its Services. GPI is not obligated to provide scaffolding or personnel hoists in order to perform the Services.
12. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.
13. Interpretation of Building Codes: GPI endeavors to produce documents in accordance with applicable codes and ordinances. It is understood and agreed, however, that code compliance issues are open to subjective interpretation by code enforcement agencies. GPI will not have the responsibility or liability for adverse code rulings where such rulings are due to subjective or unpredictable interpretation or application by code enforcement agencies or officials. GPI will advise the client of such rulings should they occur during the project design or construction phases. Additional engineering design associated with such rulings will be considered additional services, and are subject to additional fees. See "Additional Services" No. 4 in this document.
14. Field Observation Services: Field observation services performed by GPI pursuant to this Contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI or its Engineers to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI is only responsible for the health and safety of its own employees.
15. Existing Systems: The project design may require that GPI determine existing conditions. GPI will review documents provided by the Client and make visual observations at the site to determine these conditions. Through subsequent detailed site investigations or construction operations, existing conditions may be found to vary from these findings. Such variances may necessitate Scope of Services and fee revisions. The Client hereby agrees that GPI will be compensated for additional design services and will not be held responsible for additional construction costs or damages arising from such variances.
16. Ownership of Documents: All documents created, prepared, or furnished by GPI pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files (collectively "Design Materials"), are instruments of GPI, and GPI shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI's express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI or its insignia or seal in any manner without GPI's express written consent.
17. Project Suspension or Termination: If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.
18. Severability: If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.
19. Governing Law: This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

20. Merger and Counterparts: This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.
21. Claims and Disputes: Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows:

Arbitration – Either Party may submit any unresolved claim or dispute to binding arbitration in accordance with the Construction Industry Arbitration Rules of AAA, and shall be conducted by a single Arbitrator mutually acceptable to both Parties. If the Parties cannot agree on the arbitrator, then the arbitrator shall be selected by the President of the American Arbitration Association. Arbitration shall be held and conducted in the state where the project is located, unless the Parties agree otherwise. The filing fee and arbitrator's fees shall be shared equally by the Parties.

22. Insurance: GPI will maintain the following insurance for the duration of the project:
- 22.1 Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.
 - 22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.
 - 22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.
 - 22.4 Excess/Umbrella – in the amount of \$5,000,000.
 - 22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.
 - 22.6 GPI will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.
23. Contractor's Responsibilities: GPI has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI, GPI's subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI and GPI's subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.
24. Indemnification:
- 24.1 GPI, subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI in connection with the performance of the Services described in this Agreement.
 - 24.2 GPI shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI which arise out

of the foregoing. Expenses shall include, but not be limited to time charges by GPI's employees at GPI's then standard hourly fees.

- 24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI unless the Client has first provided GPI with a written certification executed by an independent design professional practicing in the same discipline as GPI and licensed in the state in which the project for which GPI's services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.
25. Force Majeure: If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("**Force Majeure**"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Baboosic Lake Association Request – Use of Amherst Town Beach Property for Alum Treatment Project Staging
Department: Administration

Meeting Date: May 11, 2026

Staff Contact: Arene Berry, Lincoln Daley,
Eric Slosek

BACKGROUND INFORMATION:

The purpose of this agenda item is to consider a request from the Baboosic Lake Association and Solitude Lake Management to utilize the Amherst Town Beach property as a temporary staging area in support of the upcoming alum treatment project for Baboosic Lake. The treatment is intended to improve water quality and reduce the occurrence of potentially harmful cyanobacteria blooms within the lake.

The proposed staging activities would occur between June 1st - June 10th, with no work taking place on weekends. The request includes temporary placement of storage tanks, support vehicles, and related equipment within the Town Beach parking area, along with limited use of the beach frontage for overnight docking of the treatment barge and transfer of treatment materials. All equipment associated with the project is expected to be removed upon completion of the treatment activities.

Representatives from Solitude Lake Management and the Baboosic Lake Association have indicated that they have coordinated with Town staff regarding the request and will provide the Town with a Certificate of Insurance naming the Town as an additional insured.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

I move that the Board of Selectmen conditionally approve the request by the Baboosic Lake Association to utilize the Amherst Town Beach property as a staging area for the Baboosic Lake Alum Treatment Project from June 1, 2026 through June 10, 2026, as presented, subject to the submission, review, and approval by the Town of a Certificate of Insurance from Solitude Lake Management naming the Town of Amherst as an additional insured and adequate coverage.

TOWN ADMINISTRATOR RECOMMENDATION:

Town Administration recommends that the Board hear a presentation from the applicant regarding additional project and logistical details associated with the proposed Baboosic Lake Alum Treatment Project staging activities at the Amherst Town Beach property. The applicant will provide further information regarding the proposed location of the 6,900-gallon storage tanks on Town property, placement of the barge and barge trailer, preventative spill containment measures, the process for transferring treatment chemicals from tanker trucks to the storage tanks and ultimately to the treatment barge, and project demobilization and site restoration.

Town staff, including representatives from Public Works, Recreation, and Town Administration, met with representatives from Solitude Lake Management and the Baboosic Lake Association to review the proposed scope of work and conduct a site visit to evaluate project logistics and operational considerations. Based on staff's review and discussions with the applicant, staff was satisfied with the proposed operational plan and anticipates minimal impact to normal beach operations during the project period.

Based upon staff's review, Town Administration recommends that the Board of Selectmen conditionally approve the request by the Baboosic Lake Association to utilize the Amherst Town Beach property as a staging area for the Baboosic Lake Alum Treatment Project from June 1, 2026 through June 10, 2026, as presented, subject to the submission, review, and approval by the Town of a Certificate of Insurance from Solitude Lake Management naming the Town of Amherst as an additional insured and appropriate level of coverage.

ATTACHMENTS:

1. RequestToUtilizeAmherstTownBeachPropertyForBaboosicLakeTreatment

590 Lake Street
Shrewsbury, MA 01545



Phone: (508) 865-1000
FAX: (508) 865-1220
E-mail: info@solitudelake.com
Internet: www.solitudelakemanagement.com

Date: May 6, 2026

To: Town of Amherst - Board of Selectmen

From: Dominic Meringolo, Senior Project Manger; Obadiah Dart - Baboosic Lake Association

Re: **Request to Use Amherst Town Beach Property As Staging Area for Baboosic Lake Alum Treatment**

Dear Board of Selectmen,

We respectfully request approval to use the Amherst Town Beach Property as a staging area for the upcoming alum treatment at Baboosic Lake. The goal of the alum treatment is to improve the water quality of Baboosic Lake and reduce the occurrence of potentially harmful cyanobacteria bloom. We have met with Town Staff regarding this request, which is summarized below.

- The alum treatment project will occur between June 1st and June 10th. No work will occur over the weekend.
- Two 6,900 gallon storage tanks will be staged in the parking lot to hold the treatment products (aluminum sulfate and sodium aluminate). The tanks will be deployed in spillguards and will be locked when not in use.
- Two to three tanker trucks per day will arrive to stock the storage tanks. A support trailer, barge trailer and several pickup trucks will also be on site for the duration of the project.
- Our alum barge, which will be launched elsewhere at private property on the lake, will utilize the east side of the beach for overnight docking and to onboard treatment products from the storage tanks.
- Reinforced hose will run from the storage tanks down to the barge location.
- All equipment will be removed on June 10th.
- Solitude Lake Management will provide a Certificate of Insurance naming the Town as additional insured.

I will plan to attend your meeting on May 11th to answer any questions you may have. Thank you for considering our request.



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Town Administrator Update
Meeting Date: May 11, 2026

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

Brush Fire

The Town of Amherst experienced a significant brush fire incident this past week that required a coordinated response from Amherst Fire Rescue, Amherst Police Department, public works personnel, emergency management officials, and numerous mutual aid partners from surrounding communities. Due to dry conditions and challenging terrain, the fire demanded an extensive regional response focused on protecting residents, homes, and surrounding properties while working to contain and extinguish the fire safely and efficiently.

The Town extends its sincere gratitude to the many neighboring communities, fire departments, emergency responders, and support personnel who provided mutual aid assistance throughout the incident. Their professionalism, teamwork, and rapid response were instrumental in helping protect public safety and minimizing damage to the community. The Town also wishes to thank residents for their patience, cooperation, and support during the emergency response efforts.

Amherst Youth Police Academy

The Amherst Police Department is launching the Amherst Youth Police Academy, a hands-on program for students entering grades 7 through 10 that provides an interactive introduction to law enforcement and public safety. The program is designed to build leadership, teamwork, confidence, and practical life skills while fostering positive relationships between youth and public safety personnel.

The ten-day academy will be held from August 17th - 27th, at the Amherst Police Department and will include training in patrol operations, traffic safety, criminal investigations, K-9 demonstrations, cyber safety, fire response, and other public safety topics. The program will conclude with a multi-agency capstone event and graduation ceremony.

250th America Anniversary

The Town of Amherst is excited to commemorate the nation's 250th Anniversary with a year of community celebrations, events, and activities that honor our shared history, hometown pride, and community spirit. This historic milestone provides a unique opportunity for residents of all ages to come together, connect with neighbors, and create lasting memories while celebrating what makes Amherst such a special place to live and work.

As part of the celebration, the Town is proud to sponsor the Amherst NH Patriotic Display Contest, inviting residents and local businesses to showcase their patriotic spirit through creative seasonal displays. The contest will run from June 1st - June 25th, with judging concluding on July 2nd and winners announced on July 4th as part of the community's Independence Day festivities. Categories will include Best Patriotic Display and Most Creative Display, with participants competing for prizes, community recognition, and hometown bragging rights while helping Amherst shine throughout the celebration season.

Additional events, volunteer opportunities, and celebration details will be announced throughout the year. Residents are encouraged to stay informed through the Town website, the Town's official Facebook page, and postings at Town Hall. The Town looks forward to celebrating this memorable occasion with the entire Amherst community.

July 2nd Fire Works

Amherst Parks & Recreation, in partnership with local organizations and community participants, will host a Community Celebration and Fireworks Night on July 2, 2026, at Souhegan High School. The family-friendly event will take place from 5:00 PM to 9:00 PM and will feature local food vendors, activities for all ages, music and entertainment, community organizations, and opportunities to support local small businesses.

The evening will conclude with a community fireworks display beginning at 9:30 PM. The event is free and open to the public and is intended to bring residents together in celebration of community spirit and the nation's 250th Anniversary festivities.

July 4th Parade and Events

The parade will step off from the Wilkins School (80 Boston Post Rd) at 10am and feature local organizations, decorated floats, marching groups, and plenty of community spirit. Following the parade, families can enjoy live music, food vendors, games, and entertainment for all ages throughout the day. It's a wonderful opportunity to gather with neighbors, celebrate our nation's history, and enjoy a festive summer day in Amherst. For additional event details, parade routes, and activity schedules, please visit www.amherstnh4th.org or follow the www.facebook.com/AmherstNHJuly4thCommittee on social media.

Communication Facility Tower - American Tower Corporation

Verbal update and discussion involving the long-term lease agreement between American Tower Corporation and the Town of Amherst.

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: Public Works Department - Bid
Award for the TF2 Bridge

Department: Public Works

Meeting Date: May 11, 2026

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Summary

The Town received and publicly opened bids on May 5, 2026, for the Thornton Ferry Road II Bridge Replacement project over Sherburn Mill Brook. A total of four (4) responsive bids were received. The apparent low bidder is Cold River Bridges, LLC. with a total bid of **\$947,579.50**.

The Engineer's Estimate for the project was \$910,319.00, making the low bid approximately 4.05% higher than the estimate.

Bid Review

Hoyle Tanner & Associates, the Town's engineering consultant, reviewed all submitted bids in accordance with NHDOT Local Public Agency (LPA) guidelines. Their analysis determined:

- All bids were responsive and included required bid security
- No evidence of unbalanced bidding was identified
- Cold River Bridges, LLC. is prequalified with NHDOT for bridge construction
- The contractor has the experience and capability to perform the work

Based on this review, Hoyle Tanner formally recommends award to Cold River Bridges, LLC.

Document Links:

[Notice of Low Bid](#)

BUDGET IMPACT:

(Include general ledger account numbers)

Funding for this project will be provided through the **Bridge Repair & Replacement Capital Reserve Fund (CRF)**.

- **Available CRF Balance (as of 3/31/26):** \$1,140,401.07

- **Proposed Construction Contract:** \$947,579.50
- **Construction Engineering (Allowance):** Up to \$100,000

Sufficient funds are available within the CRF to cover the construction contract and associated construction engineering services. An additional \$300K, approved by the voters, will be deposited into the CRF on July 1.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Recommend awarding contract to Cold River Bridges.

SUGGESTED MOTION:

Move to award the bid for the Thornton Ferry Road II Bridge Replacement project over Sherburn Mill Brook to Cold River Bridges, LLC. in the amount of \$947,579.50; further, to authorize the expenditure of these funds from the Bridge Repair & Replacement Capital Reserve Fund; to authorize additional expenditures from the Bridge Repair & Replacement Capital Reserve Fund for construction engineering services in an amount not to exceed \$100,000; and to authorize the Public Works Director to act as agent for the Town to execute contracts and expend funds related to this project.

TOWN ADMINISTRATOR RECOMMENDATION:

Recommend that the Board of Selectment approve as recommended by staff.

ATTACHMENTS:

1. TFII Bridge Award Form

TOWN OF AMHERST

Town Department Public Works

Date: May 11, 2026

Line Item: Bridge Repair and Replacement CRF

Budget Amount: \$1,440,401.07

Item: TF2 Bridge Replacement

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
Cold River Bridges, LLC.		\$947,579.50	Lowest responsible bidder.
Northeast Earth Mechanics, LLC.		\$977,917.00	
William P Davis Excavation		\$1,087,744.50	
New England Infrastructure, Inc.		\$1,954,368.00	

Recommend bid be awarded to: **Cold River Bridges, LLC**

Signature of Town Administrator / Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Public Works Department - Bid
Award for the DPW03-26 Line Striping

Department: Public Works

Meeting Date: May 11, 2026

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Background

The Department of Public Works solicited bids for **Bid DPW #03-26 – Line Striping**, which includes pavement markings for various Town roads. The Invitation to Bid required submissions by April 30, 2026, with award anticipated by the Board of Selectmen.

The work consists of furnishing all labor, materials, and equipment necessary to complete roadway striping using unit prices per linear foot for yellow centerlines and white edge lines.

Bid Results

The Town received bids from the following contractors:

Contractor	Yellow LF Price	White LF Price
On-The-Line, Inc.	\$0.15	\$0.11
K5 Corporation	\$0.084	\$0.084
Industrial Traffic Lines, Inc.	\$0.075	\$0.075

Evaluation

Per the bid specifications, the contract is to be awarded to the lowest responsible bidder meeting the qualifications, experience, and ability to perform the work.

Industrial Traffic Lines, Inc. submitted the lowest unit pricing for both yellow and white striping. Based on review of the bid submission and qualifications, the contractor meets the requirements outlined in the bid documents.

Project Scope & Schedule

- Work includes striping of approximately:
 - **232,474 LF (yellow)**
 - **77,698 LF (white)**
- Estimated costs are \$17,435.55 for yellow, \$5,827.35 for white.

- Work is to be completed by **June 30, 2026**, per contract requirements.

Document Links:

[Industrial Traffic Line-Bid](#)

[K5-Bid](#)

[On The-Line](#)

BUDGET IMPACT:

(Include general ledger account numbers)

The contract is unit-price based; total cost will depend on actual quantities completed. Funding is available within the approved DPW operating budget for roadway maintenance.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

DPW recommends awarding the contract to **Industrial Traffic Lines, Inc.** as the lowest responsible bidder.

SUGGESTED MOTION:

Move to award Bid DPW #03-26 Line Striping to Industrial Traffic Lines, Inc., and to authorize the Director of Public Works to execute the contract and any associated documents.

TOWN ADMINISTRATOR RECOMMENDATION:

Recommend approving the bid award as presented by staff.

ATTACHMENTS:

1. Award Form DPW03-26

TOWN OF AMHERST

Town Department Public Works

Date: May 11, 2026

Line Item: **Line Striping**

Budget Amount: 45,000.00

Item: 01-4312-40-2450

<u>Vendor</u>	<u>Price</u>	<u>Total</u>	<u>Other Considerations</u>
K5 Corporation	Yellow .084 White .084	\$19,527.82 \$6,526.63	
Industrial Traffic Lines	Yellow .075 White .075	\$17,435.55 \$5,827.35	
On-The-Line	Yellow .15 White .11	\$34,871.10 \$8,546.78	
Pro-Finish Lines	Yellow .085 White .085	\$19,760.29 \$6,604.33	

Recommend bid be awarded to: **Industrial Traffic Lines**

Signature of Town Administrator / Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Public Works Department - Bid
Award for the DPW04-26 Traffic Markings

Department: Public Works

Meeting Date: May 11, 2026

Staff Contact: Eric Slosek

BACKGROUND INFORMATION:

Overview

The Department of Public Works solicited bids for the 2026 Traffic Markings Program (Bid #DPW 04-26), which includes repainting crosswalks, stop bars, arrows, railroad crossings, and other roadway markings at various locations throughout Town.

Bids were received and publicly opened on April 30, 2026, in accordance with the bid specifications. The contract is structured as a **unit price contract**, with payment based on actual quantities completed.

Bid Results Summary

Four (4) bids were received:

- Industrial Traffic Lines, Inc.
- K5 Corporation
- On-The-Line, Inc.
- Pro Finish Line Co.

Based on a review of submitted unit prices and the bid tabulation, Pro Finish Line Co. is the lowest responsible bidder for the work.

Pro Finish Line Co. submitted the lowest unit pricing across the majority of bid items, including:

- Crosswalks: \$100 each
- Yield markings: \$10 per set
- Stop bars: \$15 each
- Arrows: \$40 each
- RR crossings: \$100 each

Staff has reviewed the bid for completeness and responsiveness and determined that the contractor meets the qualifications outlined in the bid documents.

Document Links:

[Bid - Industrial Traffic Lines](#)

[Bid - K5 Corporation](#)
[Bid - On-The-Line](#)
[Bid - Pro Finish](#)
[DPW04-26 RFP](#)

BUDGET IMPACT:

(Include general ledger account numbers)

The contract is unit-price based; total cost will depend on actual quantities completed. Funding is available within the approved DPW operating budget for roadway maintenance.

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

It is the recommendation of the Department of Public Works that the contract for Bid #DPW 04-26 – Traffic Markings be awarded to **Pro Finish Line Co.** as the lowest responsible bidder, in accordance with the bid specifications.

SUGGESTED MOTION:

Move to award the contract for Bid #DPW 04-26 – Traffic Markings to Pro Finish Line Co., and to authorize the Director of Public Works to execute the contract and any associated documents.

TOWN ADMINISTRATOR RECOMMENDATION:

Recommend approving the bid award as presented by staff.

ATTACHMENTS:

1. 04-26 Award Form

TOWN OF AMHERST

Town Department Public Works

Date: May 11, 2026

Line Item: 01-4312-40-2450

Budget Amount: \$45,000.00

Item: Traffic Markings

<u>Vendor</u>	<u>Unit Price</u>	<u>Total</u>	<u>Other Considerations</u>
On-The-Line	Variable	\$32,785.00	
Pro-Finish	Variable	\$11,325.00	
K5 Corp.	Variable	\$19230.00	
Industrial Traffic Lines	Variable	\$17,115.00	

Unit Pricing is for Crosswalks, Yield Lines, Stop Bars, Arrows, STOP, ONLY, RR-Xing, and SLOW traffic markings

Recommend bid be awarded to: **Pro-Finish**

Signature of Town Administrator / Date



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department - Disabled
Exemption Application

Department: Assessing

Meeting Date: May 11, 2026

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

See attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

Disabled Exemption Application

Item A. The applicant has applied for a Disabled Exemption under RSA 72:37-b, which meets the income and asset limits and qualifies for the exemption.

SUGGESTED MOTION:

I move that the Board of Selectmen approve the application for a Disabled Exemption under RSA 72:37-b, as the applicant has met the statutory income and asset requirements and otherwise qualifies for the exemption.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item A Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department - Land Use
Change Tax

Department: Assessing

Meeting Date: May 11, 2026

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Item B – Land Use Change Tax Release (Map 004 Lots 116-001 & 116-002)

This item is a request for the release of a Land Use Change Tax for Map 004 Lots 116-001 and 116-002, which no longer qualify for Current Use taxation. Lot 116-001 no longer qualifies due to the construction of a new home on approximately 1.05 acres, and Lot 116-002 no longer qualifies due to the construction of a driveway on approximately 0.73 acres. Although these portions of the property have been removed from Current Use, the property owner retains sufficient acreage for the remainder of the land to continue qualifying for Current Use taxation.

A review of current vacant land sales was completed to determine the fair market value of the affected parcels, resulting in the following Land Use Change Tax assessments:

Lot 116-001: $\$290,000 \times 10\% = \$29,000$

Lot 116-002: $\$11,000 \times 10\% = \$1,100$

Item B-1 – Land Use Change Tax Release (Map 004 Lot 145-002)

This item is a request for the release of a Land Use Change Tax for Map 004 Lot 145-002, which no longer qualifies for Current Use taxation following the sale of the lot. As a result of the conveyance, the parcel now consists of approximately 2.08 acres and no longer meets the minimum 10 contiguous acre requirement for Current Use eligibility.

A review of current vacant land sales was completed to determine the fair market value of the parcel, resulting in the following Land Use Change Tax assessment:

$\$330,000 \times 10\% = \$33,000$

See attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Suggested Motions:

Item B. The Assessor has recommended releasing 1.05 acres of land from Map 004, Lot 116-001, from Current Use, issuing a Land Use Change tax in the amount of \$29,000.00, and 0.73 acres of land from Map 004-116-002 from Current Use, issuing a Land Use Change tax in the amount of \$1,100.00. Therefore, I move to accept the recommendation of the Assessor and release the lands as previously noted from the Current Use Assessment Program and issue the Land Use Change Tax in the amount of \$29,000.00 and \$1,100.00 respectively, totaling \$30,100.00.

Item B-1. The Assessor has recommended releasing 2.08 acres of land, which is the size of the lot at Map 004, Lot 145-002, from Current Use, issuing a Land Use Change tax in the amount of \$33,000.00. Therefore, I move to accept the recommendation of the Assessor and release the 2.08 acres of Map 004, Lot 145-002 from the Current Use Assessment Program and issue the Land Use Change Tax in the amount of \$33,000.00.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

- 1. Item B Confidential
- 2. Item B-1 Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department - Service
Connected Disabled Veteran Tax Credit

Department: Assessing

Meeting Date: May 11, 2026

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Item C – Service-Connected Total Disabled Veteran Tax Credit Application

The attached Service-Connected Total Disabled Veteran Tax Credit application for Map 003, Lot 090-001 has been reviewed by the Assessor. Based on the documentation provided, the applicant qualifies for the Service-Connected Total Disabled Veteran Tax Credit in accordance with RSA 72:35, effective beginning with the 2026 tax year.

Item C-1 – Service-Connected Total Disabled Veteran Tax Credit Application

The attached Service-Connected Total Disabled Veteran Tax Credit application for Map 005, Lot 022-034 has been reviewed by the Assessor. Based on the documentation provided, the applicant qualifies for the Service-Connected Total Disabled Veteran Tax Credit in accordance with RSA 72:35, effective beginning with the 2026 tax year.

See attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Item C Motion

“I move that the Board of Selectmen approve the Service-Connected Total Disabled Veteran Tax Credit application for Map 003, Lot 090-001, pursuant to RSA 72:35, effective for the 2026 tax year.”

Item C-1 Motion

“I move that the Board of Selectmen approve the Service-Connected Total Disabled

Veteran Tax Credit application for Map 005, Lot 022-034, pursuant to RSA 72:35, effective for the 2026 tax year.”

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item C Confidential
2. Item C-1 Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department - Elderly
Exemption Application

Department: Assessing

Meeting Date: May 11, 2026

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Item D – Elderly Exemption Application

The applicant for Map/Lot 006-002-004 has applied for an Elderly Exemption under RSA 72:39-a. The application has been reviewed by the Assessor, and the applicant meets the statutory qualifications for the exemption. The Assessor recommends approval of the application.

Item D-1 – Elderly Exemption Application

The applicant for Map/Lot 019-017-001 has applied for an Elderly Exemption under RSA 72:39-a. The application has been reviewed by the Assessor, and the applicant meets the statutory qualifications for the exemption. The Assessor recommends approval of the application.

Item D-2 – Elderly Exemption Application

The applicant for Map/Lot 002-163-031 has applied for an Elderly Exemption under RSA 72:39-a. The application has been reviewed by the Assessor, and the applicant meets the statutory qualifications for the exemption. The Assessor recommends approval of the application.

See attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Item D Motion

“I move that the Board of Selectmen approve the Elderly Exemption application for

Map/Lot 006-002-004 pursuant to RSA 72:39-a, as the applicant meets the statutory qualifications for the exemption.”

Item D-1 Motion

“I move that the Board of Selectmen approve the Elderly Exemption application for Map/Lot 019-017-001 pursuant to RSA 72:39-a, as the applicant meets the statutory qualifications for the exemption.”

Item D-2 Motion

“I move that the Board of Selectmen approve the Elderly Exemption application for Map/Lot 002-163-031 pursuant to RSA 72:39-a, as the applicant meets the statutory qualifications for the exemption.”

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

- 1. Item D Confidential
- 2. Item D-1 Confidential
- 3. Item D-2 Confidential



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Assessing Department - Solar Exemption Application

Department: Assessing

Meeting Date: May 11, 2026

Staff Contact: Michele Boudreau

BACKGROUND INFORMATION:

Item E – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 002, Lot 163-058 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$17,500, effective beginning with the 2026 tax year.

Item E-1 – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 002, Lot 169-000 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$15,000, effective beginning with the 2026 tax year.

Item E-2 – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 021, Lot 020-054 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$17,500, effective beginning with the 2026 tax year.

Item E-4 – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 002, Lot 073-002-004 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$10,000, effective beginning with the 2026 tax year.

Item E-5 – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 010, Lot 022-000 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$15,000, effective beginning with the 2026 tax year.

Item E-6 – Solar Exemption Application

The Assessor has reviewed the attached Solar Exemption Application for Map 006, Lot 068-022 and determined that the applicant qualifies for the Solar Exemption Tax Credit pursuant to RSA 72:62. The approved exemption amount is \$17,500, effective beginning with the 2026 tax year.

See attached.

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

Item E Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit application for Map 002, Lot 163-058 pursuant to RSA 72:62, in the amount of \$17,500, effective for the 2026 tax year.”

Item E-1 Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit application for Map 002, Lot 169-000 pursuant to RSA 72:62, in the amount of \$15,000, effective for the 2026 tax year.”

Item E-2 Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit application for Map 021, Lot 020-054 pursuant to RSA 72:62, in the amount of \$17,500, effective for the 2026 tax year.”

Item E-4 Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit application for Map 002, Lot 073-002-004 pursuant to RSA 72:62, in the amount of \$10,000, effective for the 2026 tax year.”

Item E-5 Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit application for Map 010, Lot 022-000 pursuant to RSA 72:62, in the amount of \$15,000, effective for the 2026 tax year.”

Item E-6 Motion

“I move that the Board of Selectmen approve the Solar Exemption Tax Credit

application for Map 006, Lot 068-022 pursuant to RSA 72:62, in the amount of \$17,500, effective for the 2026 tax year.”

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. Item E Confidential
2. Item E-1 Confidential
3. Item E-2 Confidential
4. Item E-3 Confidential
5. Item E-4 Confidential
6. Item E-5 Confidential
7. Item E-6 Confidential



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

Title: Finance Manifests
Meeting Date: May 11, 2026

Department: Administration
Staff Contact:

BACKGROUND INFORMATION:

BUDGET IMPACT:

(Include general ledger account numbers)

POLICY IMPLICATIONS:

DEPARTMENT HEAD RECOMMENDATION:

SUGGESTED MOTION:

April 30, 2026 - \$287,659.02
May 1, 2026 - \$3,581,489.00
May 5, 2026 - \$208,217.07

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

None



Town of Amherst, NH BOARD OF SELECTMEN STAFF REPORT

Title: Minutes

Meeting Date: May 11, 2026

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 minutes of April 8, 2026.

I move to approve the minutes of April 16, 2026.

I move to approve the minutes of April 22, 2026.

I move to approve the minutes of April 27, 2026.

TOWN ADMINISTRATOR RECOMMENDATION:

ATTACHMENTS:

1. 2026.04.08_NON-PUBLIC-DRAFT
2. 2026.04.16_NON-PUBLIC-DRAFT
3. 2026.04.22_DRAFT
4. 2026.04.27_DRAFT



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room

2 Main Street

Wednesday, April 8, 2026, 4:00PM

1 Attendees: Chairman Danielle Pray, Selectman John D'Angelo, Selectman Tom Grella,
2 Selectman Cynthia Dokmo, Selectman Pamela D. Coughlin

3

4 1. Call to Order

5 Chair Danielle Pray called the public meeting to order at 4:00 p.m.

6

7 2. Non-Public Session

8 2.1 Non-Public Session pursuant to NHRSA 91-A:3 (c) Matters which, if
9 discussed in public, would likely affect adversely the reputation of any
10 person, other than a member of the public body itself, unless such person
11 requests an open meeting. This exemption shall extend to any application
12 for assistance or tax abatement or waiver of a fee, fine, or other levy, if based
13 on inability to pay or poverty of the applicant.

14 2.2. Non-Public Session pursuant to NHRSA 91-A:3 (l)

15

16 *A MOTION was made by Selectman Coughlin and SECONDED by Selectman D'Angelo to enter*
17 *into Non-Public Session: Pursuant to NH RSA 91-A:3, II (c) and (l) at 4:02pm.*

18 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D'Angelo – aye; 5-0-0;*
19 *motion carried unanimously.*

20

21 Others Present:

22 Lincoln Daley - Town Administrator

23 Jennifer Stover – EA/HRC

24 Jacob Fitzgerald – Finance Director

25

26 The Board discussed personnel issues. No action was taken, and no votes were taken.

27

28 *A MOTION was made by Chairman D'Angelo and SECONDED by Selectman Dokmo to exit*
29 *Non-Public Session at 6:06pm.*

30 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D'Angelo – aye; 5-0-0;*
31 *motion carried unanimously.*

32

33 3. Adjournment

34

35 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Dokmo adjourn*
36 *the meeting at 6:07pm.*

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

38

39

40 _____
Selectman Pamela D. Coughlin

Date



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Thursday, April 16, 2026, 4:00PM

1 Attendees: Chairman Danielle Pray, Selectman John D'Angelo, Selectman Tom Grella,
2 Selectman Cynthia Dokmo, Selectman Pamela D. Coughlin

3

4 1. Call to Order

5 Chair Danielle Pray called the public meeting to order at 4:01 p.m.

6

7 2. Non-Public Session

8 2.1 Non-Public Session pursuant to NHRSA 91-A:3 (c) Matters which, if
9 discussed in public, would likely affect adversely the reputation of any
10 person, other than a member of the public body itself, unless such person
11 requests an open meeting. This exemption shall extend to any application
12 for assistance or tax abatement or waiver of a fee, fine, or other levy, if based
13 on inability to pay or poverty of the applicant.

14 2.2. Non-Public Session pursuant to NHRSA 91-A:3 (d)

15

16 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to enter into*
17 *Non-Public Session: Pursuant to NH RSA 91-A:3, II (c) and (d) at 4:02pm.*

18 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D'Angelo – aye; 5-0-0;*
19 *motion carried unanimously.*

20

21 Others Present:

22 Lincoln Daley - Town Administrator

23 Don Waldron – Fire & EMS Chief

24 Jacob Fitzgerald – Finance Director

25

26 The Board discussed personnel issues and the sale of real property. No action was taken, and no
27 votes were taken.

28

29 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to exit Non-*
30 *Public Session at 4:09pm.*

31 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D'Angelo – aye; 5-0-0;*
32 *motion carried unanimously.*

33

34 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to*
35 *authorize Town Administrator, in consultation with the Fire and EMS Chief to sell the 2001*
36 *Aerial Fire Truck to the City of Middlesboro, Kentucky, for the sum of \$147,300 and to execute*
37 *any and all documents and take such actions as may be necessary to complete and effectuate the*
38 *sale on behalf of the Town of Amherst. Also as part of the negotiated terms the Buyer has also*
39 *agreed to assume all transportation costs associated with the sale, totaling \$8,600, as well as the*
40 *5% commissin fee of \$7,365. These concessions further enhance the overall value of the*

41 *transaction to the Town by eliminating additional expenses that would be otherwise reduce net*
42 *proceeds.*

43 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D’Angelo – aye; 5-0-0;*
44 *motion carried unanimously.*

45
46 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to enter into*
47 *Non-Public Session: Pursuant to NH RSA 91-A:3, II (c) at 4:19pm.*

48 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D’Angelo – aye; 5-0-0;*
49 *motion carried unanimously.*

50
51 Others Present:
52 Lincoln Daley - Town Administrator
53 Don Waldron – Fire & EMS Chief

54
55 The Board discussed personnel issues. No action was taken, and no votes were taken.

56
57 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to exit Non-*
58 *Public Session at 4:45pm.*

59 *Roll Call Vote: Grella – aye; Pray – aye; Coughlin – aye; Dokmo – aye; D’Angelo – aye; 5-0-0;*
60 *motion carried unanimously.*

61
62 **3. Adjournment**

63
64 *A MOTION was made by Selectman D’Angelo and SECONDED by Selectman Grella adjourn*
65 *the meeting at 4:46pm.*

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

67
68
69 _____
Selectman Pamela D. Coughlin _____
Date



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room

2 Main Street

Wednesday, April 22, 2026, 5:00PM

1 **Attendees:** Chairman Danielle Pray; Selectman Tom Grella, Selectman Cynthia Dokmo,
2 Selectman Pamela Coughlin
3 **Staff present:** Town Administrator Lincoln Daley; EA/HRC Jennifer Stover; DPW Director Eric
4 Slosek, Finance Director Jacob Fitzgerald; Police Chief Ciampoli
5

6 **1. Call to Order**

7 Chair Danielle Pray called the public meeting to order at 5:00 p.m.
8

9 **2. Pledge of Allegiance** – led by the Board.
10

11 **3. Staff Reports**

12 **3.1. Health Insurance**

13
14 Town Administrator Daley explained that the Board previously approved three different
15 programs within Health Trust's listed programs: an HMO, a Point of Service, and a high
16 deductible plan with an HSA. The Board should discuss the employer/employee cost allocation
17 and the level of contribution on behalf of the Town for the HSA.
18

19 Finance Director Jacob Fitzgerald reviewed the proposed rates for FY27 and the past three years
20 of rates. For FY27, the proposed cost share for the Access Blue is 85/15, with the 85% belonging
21 to the Town. The Site of Service and Luminos plans would be 95% funded through the Town
22 and 5% funded through the employee. These costs are less than what was originally budgeted, at
23 approximately \$90,000 and considerably less than what was anticipated if the Town had stayed
24 with School Care, to the tune of approximately \$230,000.
25

26 Chairman Pray stated that there is a history of cost sharing between the Town and employees
27 which should be considered. In the past, these plans were shared 86/14 and 90/10. These plans
28 were changed last year due to being up against a time clock. The Town is currently proposing a
29 95/5 split for the high deductible plan and she has concerns about this. The Board previously
30 allowed for a 90/10 split, with additional contributions to the HSA as an incentive.
31

32 Selectman Dokmo asked what Chairman Pray would suggest, if not a 95/5 split for the high
33 deductible plan. Chairman Pray stated that this should be a policy decision for when prices
34 increase, in order to keep the percentage split the same. This should be kept standard each year.
35 Finance Director Jacob Fitzgerald explained that the Site of Service plan was calculated at a 95/5
36 split based on the Town cost for the Access Blue plan versus the Access Blue Site of Service
37 Plan being within \$60.00 for the year per enrollee. Those amounts decrease at the lesser
38 enrollment levels of two person or single. The 95/5 is proposed to keep the overall cost to the
39 Town consistent regardless of what the employee chooses as their insurance option.
40

41 Chairman Pray stated that there needs to be consistency for the cost sharing amount. Town
42 Administrator Daley stated that, given the volatility of the healthcare industry, there will
43 continue to be fluctuations in the high deductible and HMO plans. There needs to be some level
44 of flexibility in order to adapt to the future rates. Employees may have differing needs and
45 should be allowed equal plans to get similar costs across the board. He is not convinced that this
46 can be forecasted over the years to create a set split. Chairman Pray stated that this has been
47 historically done in Town until last year.

48
49 Chairman Pray also noted that the upper plan was changed to an 85/15 split and she would
50 support an 86/14, as the Town has historically done that. Jennifer Stover noted that the Town
51 was at 87/13 for many years and this was changed to 86/14 due to the introduction of the high
52 deductible plan.

53
54 Selectman Dokmo stated that she is interested in supporting the percentages as shown. As a
55 Town, it is important to retain and recruit good employees and healthcare costs are a large factor.
56 Chairman Pray noted that this will be a yearly discussion and the percentage will likely never go
57 down. This is a way to get the plans to 95/5 eventually. Selectman Dokmo asked what could lock
58 this in so that it is not reconsidered each year. Chairman Pray stated that this is how the standard
59 has been historically. There was no fluctuation with previous boards allowing for fairness. Last
60 year was an anomaly and she does not even count it.

61
62 Selectman Grella stated that it would be nice for the percentages to stay the same over the years
63 in terms of budgeting. He asked about 100% insurance. Finance Director Jacob Fitzgerald stated
64 that this was not discussed or budgeted for. The budget is currently for 85/15 Access Blue and
65 95/5 for Luminos or Site of Service plans. A consistent rate share across all plans could confuse
66 things, instead of keeping a separate share for the “premium plans.”

67
68 Town Administrator Daley echoed Selectman Dokmo. This is an investment in the Town’s
69 employees. Given the competitive nature of the municipal sector, this is a tool to retain
70 employees through a balanced approach. Having a menu of options allows for opportunities for
71 all types of employees and/or their families.

72
73 Selectman Coughlin stated that she would like consistency over the years and there was an
74 anomaly last year. Chairman Pray stated that there were a lot of discussions when the Town first
75 introduced the high deductible plan. The Board decided on a 90/10 split for it. As the higher
76 deductible costs more, the Board agreed to give more toward the HSA. Only last year did this
77 change and now the request is for a 95/5 split. The Site of Service plan is a really good plan with
78 some significant benefits. She is not interested in changing the overall costs, but the amount of
79 cost sharing. Retaining residents of the Town is also important in not pricing them out of their
80 homes. All stakeholders need to be considered. Her proposal is not worse than anything the
81 Town has had over decades. The decisions last year skewed what has been done historically.

82
83 Police Chief Ciampoli stated that the 95/5 split was suggested because the 90/10 split on the
84 HSA plan was a failure. No one took that plan and the intention was to incentivize it. Jennifer
85 Stoves noted that a significant number of employees moved toward the HSA plan last year, from
86 one person to approximately 30. Police Chief Ciampoli stated that towns have historically

87 worked to share these costs with their communities, but Merrimack and Milford currently offer
88 insurance at no cost to their employees, which is causing issues with Amherst's employees.
89 Town employees have had to switch plans three times over the last couple of years. The three
90 proposed plans are better than any expected for this year and he has received wonderful feedback
91 from employees. The only thing holding the Town back from being competitive is how the
92 financial aspects of these plans are managed. The applicant pool has shrunk for positions, and it
93 is not the same caliber of people. He has to question whether the health insurance for the Town
94 has anything to do with it. Some employees hold insurance higher than pay in their decisions.
95 This proposal would be a positive for the Town into the future. Consistency from last year needs
96 to be maintained.

97
98 Chairman Pray stated that the parameters are not changing. The third new plan, Site of Service,
99 could be removed as it is more of a cost to the Town, and the parameters for the other two plans
100 kept the same. Finance Director Jacob Fitzgerald suggested a 90/10 split for the third plan
101 instead. Chairman Pray stated that she wants to see parameters that carry over year to year.
102 Finance Director Jacob Fitzgerald stated that the majority of employees are likely focused on the
103 HSA plan. Chairman Pray stated that not much is likely to change with that.

104
105 Selectman Dokmo stated that healthcare vendors may continue to change, leading to volatility.
106 Chairman Pray stated that the fairest way to handle things is to keep the parameters the same
107 over the years. Her focus is on the third, new, plan. Finance Director Jacob Fitzgerald noted that
108 the Luminos does not reflect a Town HSA contribution yet, and this amount will likely lead to
109 similar costs for the HSA and Site of Service plans. This is a decision on the employee's end,
110 knowing that the Town is contributing roughly the same amount. Chairman Pray stated that this
111 would require reviewing the costs each year, leading one side to lose and one side to win.
112 Finance Director Jacob Fitzgerald stated that a 90/10 split for the Access Blue plan likely would
113 lead to many qualms, though also likely would not lead to many enrollees. The Board could
114 consider not offering a third plan and leaving the HMO and high deductible plans as they were
115 last year. Employees may be receptive to that. Chairman Pray stated that this would allow for
116 consistency.

117
118 Town Administrator Daley stated that he would like to see the 90/10 split numbers for the Site of
119 Service Plan. Finance Director Jacob Fitzgerald stated that this would lead to \$36,000 from the
120 Town for a family plan, \$26,100 for a two-person plan, and \$13,500 for a single-person plan.
121 This is in the middle of the Luminos and Access Blue plans, without an HSA contribution. Town
122 Administrator Daley stated that a third plan allows for differing healthcare needs. Finance
123 Director Jacob Fitzgerald stated that a 90/10 split may be effective, and he will run the numbers
124 for the next meeting.

125
126 Finance Director Jacob Fitzgerald asked about HSA contributions for the Luminos plan. The
127 Town can contribute a maximum of \$1,250 for a single enrollee and \$2,500 for a two-
128 person/family. This is capped at 50% of the maximum out of pocket for an in-network enrollee.
129 For FY26, these amounts were \$2,500 and \$5,000 respectively. Chairman Pray stated that she
130 would like to keep the maximum contribution for the HSA plan.

131

132 DPW Director Slosek stated that many surrounding communities offer three plans, which was
133 the interest in adding a plan. Employees are quite stressed regarding changing of healthcare plans
134 over the years. It would be important to reduce this stress and keep the plans and percentages as
135 they currently are.

136
137 The Board agreed to review the revised figures at the next meeting.

138
139 **3.2. Finance Department — Authorization to Expend CRF To Purchase Public**
140 **Works Department Lawnmower**

141
142 Finance Director Jacob Fitzgerald explained that the final planned purchase in the DPW
143 replacement plan for FY26 is the purchase of a zero-turn lawn mower, to be paid for from the
144 DPW Vehicle/Equipment CRF. The purchase was approved by the Town Administrator in
145 accordance with the Town's Purchasing Policy. Being named as the agents to expend on said
146 CRF, it is requested that the Board of Selectmen approve the release of \$11,699 from the DPW
147 Vehicle and Equipment Capital Reserve Fund to fund the purchase of this vehicle.

148
149 *A MOTION was made by Selectman Dokmo and SECONDED by Selectmen Grella that the*
150 *Board of Selectmen, as agents to expend for the DPW Vehicles and Equipment Acquisition and*
151 *Replacement Capital Reserve Fund, authorize the expenditure of \$11,699 from said fund for the*
152 *purchase of one Ferris Zero-Turn Mower, consistent with the purpose of the fund, and authorize*
153 *the Finance Director/Treasurer to process payment.*

154 *Vote: 4-0-0; motion carried unanimously.*

155
156 **3.3. Bond Closing Documents - Aerial Truck Purchase**

157
158 Finance Director Jacob Fitzgerald stated that, on April 13th, the Board of Selectmen authorized
159 the issuance of debt for the Aerial Fire Truck purchase with Bank of New England, with a term
160 of ten years and a 2.75% interest rate. Bond Counsel (Devine Millimet) is currently drafting the
161 final "signature-ready" package, which typically includes:

- 162 • The Tax Certificate and Arbitrage Agreement.
- 163 • The Information Return for Tax-Exempt Governmental Bonds (IRS Form 8038-G).
- 164 • The Final Official Statement.
- 165 • The Receipt for Proceeds.

166
167 The final closing documents are often signed in the days preceding the formal closing, which is
168 scheduled for April 28, 2026. Staff recommends that the Board vote to authorize the execution of
169 these documents **subject to final review by Town Counsel.**

170
171 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to authorize*
172 *the execution and delivery of all documents, certificates, and closing papers necessary to finalize*
173 *the sale of the 2026 General Obligation Bonds, with such documents to be in a form approved by*
174 *Bond Counsel and the Town Administrator.*

175 *Vote: 4-0-0; motion carried unanimously.*

176
177 **4. Board Discussion**

178 **4.1 North 02 Project- Discussion with Nancy Gerzon, Bicycle and Pedestrian**
179 **Chair**
180

181 Nancy Gerzon, Chair of the Bicycle & Pedestrian Advisory Committee (BPAC), reviewed a
182 brief history of the project. She explained that this would be a subset connecting to the main
183 corridor, the Granite State Rail Trail. This small segment would create a pathway off Route 101,
184 creating a safe mechanism for off road transportation to the Manchester network, which then
185 brings people statewide. The mapping for this was done in the early 1990s by a bipartisan
186 commission for the state of New Hampshire. This land has become fragmented and is owned by
187 various landowners. Segments can only be built based on land available. For the first 30-35 years
188 of this work, the State has focused on filling the gaps through their funding. These budgets have
189 been expanded over the years. The more networks that feed into a central corridor allows for a
190 multiplier effect in terms of safety. If people from local towns use their local networks to access
191 the larger trail, this leads to additional safety. These local trails are not the big state trails. These
192 are meant to allow for local connectivity to be used by neighbors. The framing for building the
193 larger network piece by piece is to extend to the system over time. It is up to the community to
194 decide to participate. In the last 8-9 years, the BPAC's projects for this have been seen by the
195 State as shovel ready, or at the point to build. This is true in some ways and not in others. There
196 have been grant funding applications which have been supported and advocated for through the
197 Nashua Regional Planning Commission (NRPC). The Town was seen as ready and so the State
198 moved up the funding opportunity. There has always been a question regarding the role and
199 responsibility for community engagement and citizen relationships. It is very difficult for people
200 who do not have information about this trail to suddenly find that it may come through their
201 property. These owners may be unclear on the process and the various stakeholder roles.
202

203 Chairman Pray asked if the BPAC met earlier this week. Nancy Gerzon stated that it did and
204 discussed the Multimodal Plan but not North 02.
205

206 Selectman Dokmo noted that this type of project can take decades to complete. Nancy Gerzon
207 explained that landowner's rights come first. No one ever builds a rail trail on someone's
208 property without permission. The frame is to have a plan in place included in the Town's internal
209 policies in order to have discussions with future landowners. There can also be discussions when
210 properties are proposed to be subdivided. The Amherst system is a connector trail. The central
211 corridor has priority and there is still 200 miles to develop in that area. Amherst is lucky to be
212 considered for funding for this section. This is a generational process, and it can take years to
213 move past an error due to the limited amount of land available. The State also has a long-term
214 process for this plan.
215

216 Chairman Pray stated that this was always discussed as being a proposal for town-owned
217 property. However, that land is also managed by the Conservation Commission. This adds
218 another level to the discussion.
219

220 Town Administrator Daley stated that this is a process of longevity. Nancy Gerzon explained
221 that the intention is to improve the two town-owned segments, with the one near Baboosic Lake
222 Road being the priority. This is a challenging entry point with many considerations, and the

223 Town will not likely have the funding to complete the improvements again. This would create a
224 nice spine to the trail, including the trail along Amherst Street and the North 03 segment.

225
226 Selectman Grella asked if there is State funding available for each segment, or if the funding will
227 be removed if the entire project cannot be completed. Nancy Gerzon stated that the funding
228 available for the contract will not pay for the entire project and so segments must be chosen.
229 DPW Director Slosek stated that the State has indicated that the entire trail does not have to be
230 built in order to receive the funding.

231
232 Selectman Grella asked about the section along Baboosic Lake Road. DPW Director Slosek
233 stated that this would be determined in preliminary design, though the concept is a switchback
234 down the embankment. Nancy Gerzon stated that the entry from the road will be part of the
235 engineering for North 03. The intention would be to make the intersection safer.

236
237 Selectman Grella asked how much funding the DPW will have to spend on this. DPW Director
238 Slosek stated that this is an 80/20 grant funding opportunity.

239
240 Town Administrator Daley asked about impediments of the land itself. DPW Director Slosek
241 stated that the middle segment is privately owned and the landowners are not interested in
242 easements. There is also an existing easement along segment 1 that allows for foot traffic only.
243 This would need to be discussed with the landowner further.

244
245 Nancy Gerzon stated that there has been a lack of community engagement process for the
246 project. There could be a request that the State allow some of the funding to be used for town-
247 wide meetings about the project. The BPAC has been told not to have those landowner
248 conversations but there does not seem to be another vacuum for this for residents. An annual
249 meeting regarding multimodal infrastructure could be helpful to residents.

250
251 Town Administrator Daley asked the BPAC's recommendation of the three options: go forward
252 with segments, no build, and reallocation of funds for alternatives. Nancy Gerzon noted that
253 NRPC's initial work did not find an alternative solution.

254 255 **4.2. North 02 Project — Discussion with Amherst Conservation Commission**

256
257 Greg Bakos, VHB, explained that at the southern end of the town-owned former rail corridor,
258 there is a parcel that falls between the rail corridor and Baboosic Lake Road. The Town has an
259 easement across that parcel, but the easement language states that it is for foot traffic only. The
260 consideration has always been for a multimodal path, leading to an issue. The section is
261 relatively short, approximately 150'.

262
263 Jared Hardner, Vice Chair of the Amherst Conservation Commission (ACC), stated that this is
264 the first formal consultation of the ACC on this project. The ACC has continued to hear about
265 the project, ask questions, and assert itself while being told to wait to hear the proposal. He heard
266 that decisions were being made on options before there was recognition that a process should be
267 undertaken with the ACC. It would be helpful to the ACC and residents to lay out the actual
268 decision making process envisioned. Likely the Board will make decisions regarding the

269 financial and legal commitments of the Town, with the ACC determining what type of project
270 would be appropriate and consistent with the conservation objectives and environmental
271 restrictions for the property, along with any management responsibilities. The process laid out in
272 the last Board meeting was somewhat open-ended and unclear. Each time a consultation or
273 discussion is had about decision making, the train leaves the station further which leads to people
274 speaking up being looked at as derailing the process. The previous Chair of the BPAC came
275 before the Commission regarding the initial Warrant Article and the ACC indicated the same
276 concerns, stating that they had not yet been consulted. It would be very unfortunate if the
277 community became committed to and excited about a project that otherwise is not found to be
278 feasible after studies and engineering were completed. The ACC's practice is to comply with the
279 Town's Wetland Ordinance on its conservation properties whenever feasible. Though the Town
280 is not legally required to comply, it is important that the ACC lead by example, especially given
281 its unique responsibility in Amherst to manage the conservation values on land that it manages.
282 Under the Wetland Ordinance, clearing of vegetation and construction within wetland buffers is
283 restricted to certain circumstances and with the appropriate review and analysis. The project
284 options presented include both construction and vegetation clearing in wetland buffers. ACC also
285 notes that the large wetlands bordering the property were flagged by the project's environmental
286 specialists as possible habitat for threatened or endangered species. This is consistent with the
287 ACC's knowledge, and the property should be surveyed. There are observations from residents
288 of the species named in the environmental report. This should be confirmed by a specialist. Any
289 documented occurrences of these species would trigger additional state level restrictions on top
290 of the Town's requirements. His intent is not to prejudge the outcome of the environmental
291 reviews and design feasibility, but rather to assert that the study is necessary. The proper
292 homework should be completed before a design option is chosen.

293
294 Greg Bakos stated that he believes the database showed that there is no habitat of concern for the
295 species listed in the area. Jared Hardner stated that this is not correct. The report showed that
296 there are not confirmed observations of the species. VHB's consultants confirmed the habitat
297 was present, now it needs to be surveyed. The land is being managed by an entity whose
298 responsibility is to manage biodiversity and so it would be unreasonable to see the suitable
299 habitat for these species and not further explore to see if there are any threatened or endangered
300 species on it. It was discussed with the previous Chair of the BPAC that these studies should be
301 carried out prior to getting up people's expectations regarding the trail.

302
303 Jared Hardner stated that another item is that management and maintenance of the project area
304 once constructed will fall upon the ACC. It is important to review information on the anticipated
305 scope and scale of those responsibilities as part of the decision making process, as this could
306 have implications for the budget and management capacity. At this juncture, with the
307 information available, the ACC is only in a position to say that the entry ramp construction is
308 likely not fully aligned with the spirit of the Wetland Ordinance, based on the proposed hard
309 infrastructure within a wetlands buffer. The location and extent of vegetation clearance will need
310 to be specified in order to evaluate the design, as well as elements that could affect storm
311 drainage into the wetlands, which may be confirmed as habitat for threatened and endangered
312 species, if surveyed. Finally, he noted that the section of this project from Walnut Hill Road and
313 the private property boundary near Dream Lake is already constructed and operable. It would be
314 possible to add stone dust and level out certain areas to make it more accessible to everyone, but

315 these are minor items that the ACC could take on without this project. Additionally, that segment
316 of trail connects to a vast network of trails in the newly expanded Pond Parish Reservation. If
317 outdoor trail opportunities are a goal of this project, those already establishing can be further
318 enhanced, if desired, by the Town. This was brought to the attention of those planning and
319 evaluating this project, and the ACC was told that connectivity of the specific rail line is the
320 overriding goal of this project.

321
322 Jared Hardner stated that clarity is needed on the decision making process. It also needs to be
323 determined which inputs are going into those decisions. There seems to be a description of pent-
324 up demand for a rail trail, some of which already exists but does not get much use. There are
325 simple improvements that could be made to allow all users to access the land, and it could also
326 be extended.

327
328 Chairman Pray stated that grants were applied for and input was not sought from the ACC. The
329 process has concerning elements. A contract has already been signed, and this is an issue,
330 without seeking the proper inputs. The Board will continue to seek the ACC's input in the
331 decision making process.

332
333 DPW Director Slosek stated that the State has mentioned that there is no hard deadline for this
334 decision, but the State would like to know what the Town wants to do with the funds. Greg
335 Bakos explained that there seems to have been a misunderstanding of the ACC's role in
336 governing this property. If this had been known, the ACC would have been included throughout
337 the process.

338
339 Rob Clemens, ACC member, explained that when he joined the ACC, there was a trail
340 maintained from Walnut Hill Road to 101 across the entire segment. Somewhere along the way,
341 the new property owners around Dream Lake decided they did not like this and so the trail got
342 cut off and he ACC quit maintaining it. The segment that connects to 101 had a footbridge and
343 goat path that went up the side of the of the hill to 101. The footbridge wore out over time and
344 was not replaced because there was no longer a connected trail. The easement for that footbridge
345 apparently has a restriction to foot traffic. The ACC tried hard to reestablish the connection
346 around Dream Lake with Town Counsel's involvement and discussions with property owners,
347 but it was clear that was going nowhere. The ACC eventually came up with a workaround that
348 connects to some other trails. It appears that the rail trail proponents believed there were
349 workarounds around Dream Lake, but this is not the case. Some of the engineering and cost
350 issues associated with crossing the wetland and accessing 101 are perhaps constrained by the
351 easement language as well.

352
353 Town Administrator Daley asked how the Town can get authorization to use the trail from the
354 ACC, which manages the property. Jared Hardner stated that building out the existing trail likely
355 requires very little. An environmental assessment would be needed, and the ACC would still
356 manage the property so it would need to be clear what the use would be. This is already likely
357 the most accessible trail in Town and so not much needs to change. There are nearby connecting
358 trails, and this connection could be improved.

359

360 Frank Montesanto, ACC, explained that, without the footbridge, one has to go onto private
361 property to access the trail. The footbridge was removed because it was falling apart. He did not
362 want to reinstall a bridge in this area, expecting people to walk onto the onramp and jump the
363 guardrail in order to get to the trail and the bridge. This is why there is currently no bridge,
364 which is the only access to the Town land without going onto private property.
365

366 Chairman Pray stated that the Board will be making a decision on this item at its May 11th
367 meeting.
368

369 Joanne Dumas, 333 Route 101, stated that she owns a large portion of the railroad bed along
370 North 01 and has never been approached about this project. She has written three letters but still
371 not heard from anyone acknowledging her concerns. She asked how this project has gotten to
372 this point without involving landowners and/or the ACC. The BPAC has applied for and
373 received grants and then told residents that the connectivity is available. The project has not been
374 done in the right order. She asked how much has been spent on VHB and other consultants.
375

376 Chairman Pray acknowledged the email.
377

378 Joanne's partner stated that Amherst is violating codes of conduct, codes of etiquette and what is
379 right versus wrong. He previously asked that someone from Town acknowledge Ms. Dumas'
380 three letters and write her an apology. There has been no acknowledgement or apology from the
381 BPAC or Board of Selectmen. The rail trail appears open on their private property through public
382 hiking maps. The property needs to be removed from all websites and maps as part of the rail
383 trail. He stated that he has a deed to this land. It is not part of a shared rail trail.
384

385 **4.3. North 02 Project – MEETING WITH RESIDENTS TO BE SCHEDULED**
386 **AT A LATER DATE**
387

388 **Adjournment**
389

390 *A MOTION was made by Selectman Grella and SECONDED by Selectmen Coughlin to adjourn*
391 *the meeting at 6:51pm.*

392 *Vote: 4-0-0; motion carried unanimously.*
393

394
395 **NEXT MEETING: April 27, 2026**
396

397
398
399 _____
Selectman Pamela D. Coughlin

Date



Town of Amherst, NH

BOARD OF SELECTMEN MEETING MINUTES

Barbara Landry Meeting Room
2 Main Street
Monday, April 27, 2026, 5:30PM

1 **Attendees:** Chairman Danielle Pray; Selectman John D'Angelo, Selectman Tom Grella,
2 Selectman Pamela Coughlin
3 **Staff present:** Town Administrator Lincoln Daley; EA/HRC Jennifer Stover; Assistant DPW
4 Director Durrett, Finance Director Jacob Fitzgerald
5

6 **1. Call to Order**

7 Chair Danielle Pray called the public meeting to order at 6:31pm.
8

9 **3. Pledge of Allegiance** – led by Executive Assistant, Jennifer Stover.
10

11 **4. Citizens Forum** – None at this time.
12

13 **5. Board Appointments**

14 **5.1. Reappointments - Historic District Committee** 15

16 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectman Grella to*
17 *reappoint to the Historic District Martha Chabinsky as Member and Jim Kuhnert as Alternate*
18 *for three year terms.*

19 *Vote: 4-0-0; motion carried unanimously.*
20

21 **5.2. Appointment - Baboosic Lake Septic Committee** 22

23 This item was tabled to a future date.
24

25 **6. Administration**

26 **6.1. Town Administrator Update** 27

28 Town Administrator Daley gave the following updates:
29

30 **1. Town Clerk Nancy Demers — Retirement:**

31 After 40+ years of dedicated service to the Town of Amherst, Town Clerk Nancy Demers has
32 informed the Town of her intention to retire at the end of the year, with her final day of service
33 being December 1, 2026. The Town is deeply grateful for Ms. Demers' longstanding
34 commitment and contributions to the community. Town Administration will work closely with
35 Ms. Demers and the Department to ensure a smooth and seamless transition.
36

37 **2. Sale of 2001 Aerial Fire Truck:**

38 The Town is in the final stages of coordinating the sale and transportation of the 2001 Aerial Fire
39 Truck to the City of Middlesboro, Kentucky. This process includes completing final

40 maintenance, securing payment, and finalizing title and related documentation. All parties are
41 working collaboratively to ensure a smooth and timely transfer.

42
43 *Selectman Dokmo joined the meeting.*

44
45 **3. Town Communications Project Update:**

46 a. Communications Tower — Police Department and Fire and EMS Department Property –
47 Town staff continue to meet regularly with representatives from American Tower to discuss the
48 framework of a long-term lease agreement and to evaluate potential locations for a proposed
49 180-foot monopole communications tower. These discussions include site feasibility, coverage
50 needs, and alignment with the Town’s long-term communications infrastructure goals.

51
52 b. Communications Repeater Project – The Police Department continues to work closely with the
53 Town’s communications consultant to advance the Communications Repeater Project, including
54 the installation and integration of communications cabling and equipment. Work is ongoing at
55 the Pennichuck Water Tower, the existing tower at the Police Station, and the New Boston Space
56 Force Station, with the goal of improving system reliability, coverage, and overall
57 communication capabilities across the Town. Work is anticipated to be complete by the end of
58 May.

59
60 **4. Town Website Update:**

61 The transition to the new CivicPlus Town website remains on schedule and is expected to be
62 released in June. CivicPlus has successfully migrated the majority of content from the current
63 website to the new platform and has provided Town Administration with access to a review site
64 for feedback, revisions, and quality assurance. In support of this transition, select Town staff
65 participated in a comprehensive two-day (six-hour) training program designed to build
66 proficiency in managing and updating the new system. These staff members will serve as
67 internal resources, helping to train additional personnel and ensure consistent, efficient use of the
68 platform across departments.

69
70 The Town will continue to operate its existing website until the new site’s content, functionality,
71 and overall performance have been fully reviewed and formally approved by Town
72 Administration. The overarching goal is to deliver a modern, user-friendly website that enhances
73 accessibility, communication, and service delivery for residents.

74
75 **6.2. HealthTrust- FY27 Dental Agreement**

76
77 Jennifer Stover explained that HealthTrust has presented the Benefits Renewal package for FY27
78 (July 1, 2026 – June 30, 2027), which includes Dental, Short-Term Disability, Long-Term
79 Disability and Life Insurance Coverage. Dental Rates have an increase of 4.4% and Short Term-
80 Disability a rate increase of 5.5%. There is no change in Long-Term Disability and Life
81 Insurance rates.

82
83 *A MOTION was made by Selectman Coughlin and SECONDED by Selectman D’Angelo to*
84 *approve the HealthTrust Benefit Renewal Package for Dental, Short-Term and Long-Term*

85 *Disability and Life Insurance and authorize Town Administrator Lincoln Daley to sign the*
86 *agreement on behalf of the Board.*
87 *Vote: 5-0-0; motion carried unanimously.*
88

89 **6.3. New Hire — Regular Part-Time Assistant Clerk for the Town Clerk's office**
90

91 Town Administrator Daley stated that Assistant Clerk Dawn Kalgren submitted her resignation
92 effective April 3, 2026, and the position was posted. After a successful hiring process, Marianne
93 Tili-Pauling is presented to the board to be hired. This Regular Part-Time position is limited to
94 20 hours a week.

95
96 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to approve*
97 *the hiring of Marianne Tili-Pauling as Regular Part-Time Assistant Clerk for the Town Clerk's*
98 *office, effective April 28, 2026, Grade 3, Step 1, \$22.75 an hour for 20 hours a week.*
99 *Vote: 5-0-0; motion carried unanimously.*
100

101 **7. Staff Reports**

102 **7.1. Police Department — Drone Program Request**
103

104 Police Chief Ciampoli explained that the Amherst Police Department (Department) seeks to
105 implement a comprehensive Unmanned Aircraft System (UAS) program to enhance public
106 safety, improve operational effectiveness, and reduce risk to both officers and the community.
107 This initiative reflects the growing recognition among modern law enforcement agencies that
108 drone technology provides critical, real-time intelligence that cannot be obtained through
109 traditional methods alone. At present, the absence of a UAS capability places the Department at
110 a relative disadvantage compared to peer agencies that have already integrated this technology
111 into their operations. The proposed UAS program will serve as a force multiplier, allowing
112 officers to quickly assess situations from an aerial perspective before committing personnel to
113 potentially dangerous environments. This capability is particularly valuable in a community such
114 as Amherst, where a mix of residential areas, schools, and natural terrain presents unique
115 policing challenges. The program will be implemented in a phased approach, ensuring that
116 policy development, training, and operational deployment are conducted in a deliberate and
117 responsible manner.
118

119 The Town of Amherst has historically demonstrated a commitment to remaining at the forefront
120 of technology and innovation in municipal services. However, without the adoption of a UAS
121 program, the Department risks falling behind peer agencies that have already integrated drone
122 technology into their operations. Implementing this program ensures that Amherst continues to
123 lead rather than follow in the responsible use of modern public safety tools.
124

125 The Department will deploy a small fleet of unmanned aerial systems (UAS) equipped with
126 thermal imaging, high-resolution zoom cameras, and secure data transmission capabilities. The
127 fleet will consist of one primary drone, outfitted with advanced imaging and extended flight
128 capabilities, intended for a wide range of operational needs including search and rescue, missing
129 persons, perimeter security, and critical incident response.
130

131 In addition, the program will include two smaller, lower cost “entry-level” drones. These
132 compact platforms are designed for close-quarters deployment and rapid use in high- risk
133 environments such as building searches and active threat situations. Their size and
134 maneuverability allow for safer interior operations and real-time situational awareness, reducing
135 risk to personnel during dynamic incidents while preserving the primary platform for broader
136 operational needs. Personnel selected for the program will obtain Federal Aviation
137 Administration (FAA) Part 107 certification and participate in ongoing training to maintain
138 proficiency in both routine and advanced operations. This approach ensures the program operates
139 safely, effectively, and in full compliance with all applicable regulatory requirements. A formal
140 policy will govern all aspects of UAS deployment, including authorized uses, data management,
141 and privacy protections. The Department is committed to transparency and accountability and
142 will provide clear guidelines to ensure that the technology is used responsibly and in accordance
143 with community expectations.

144
145 The initial investment for our tailored UAS program is estimated to be about \$18,000.
146 Implementation will occur over several phases, beginning with equipment purchase, policy
147 development, followed by training and limited deployment, and ultimately full operational
148 integration. Due to ongoing hiring challenges, the Department has operated below authorized
149 staffing levels for much of the year within the patrol division. As a result, approximately \$75,500
150 in salary savings has been realized from an unfilled patrol position. This staffing shortfall has
151 required significant sacrifices from current personnel, who have consistently taken on additional
152 responsibilities and coverage demands to maintain service levels, particularly when we
153 additionally lost another officer to K-9 training. It is proposed that \$18,500 of these savings be
154 reallocated to fund the implementation of the UAS program.

155
156 Chairman Pray asked about the estimated annual cost moving forward. Chief Ciampoli stated
157 that the only cost would be the software cost of approximately \$800-\$1,000 which he would
158 absorb into the budget.

159
160 There was discussion regarding a comprehensive policy regarding the allowable uses for the
161 drones.

162
163 Russ Hodgkins, 39 Thornton Ferry Road, asked if there would be enough use of the drones that
164 operators will keep up with their proficiency. Chief Ciampoli stated that there will be plenty of
165 opportunities for operators to keep up with their proficiency in use of the drones. Town
166 Administrator Daley stated that he would like, as the program grows, for other departments to
167 have the opportunity to capitalize on the drones, such as for the Fire Department to assess
168 building conditions before sending people inside building.

169
170 *A MOTION was made by Selectman Grella and SECONDED by Selectman Dokmo to approve*
171 *the Amherst Police Department Drone Program as well as all associated costs outlined in*
172 *proposal. Further, to reallocate the sum of \$18,500 from "Full-Time Officer" wages and*
173 *reallocate \$15,250 to New Equipment Capital line and \$3,250 to the Training/Professional*
174 *Development line.*

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

176

177 **7.2. Department of Public Works — Truck Purchase**
178

179 Assistant DPW Director Durrett explained that the Department of Public Works recently
180 solicited and received pricing for a Ford F-600 chassis cab to replace Truck 2, an existing
181 International six-wheel dump truck. This replacement is included in the Department’s FY27
182 Capital Improvement Plan and is consistent with the Town’s established vehicle and equipment
183 replacement schedule. Funding for this purchase is proposed from the DPW Vehicle &
184 Equipment CRF. If approved, the chassis cab will be ordered through the Ford municipal order
185 system, with anticipated delivery in late July. Payment for the cab and chassis would occur upon
186 delivery. Following receipt, the vehicle will be sent to Viking-Cives, the Town’s preferred
187 upfitter, for installation of the dump body and winter operations equipment. Upfitting is expected
188 to be completed in advance of the 2027–2028 winter season. The Department views this
189 procurement as an opportunity to evaluate the operational effectiveness of a medium-duty truck
190 in place of the Town’s larger six-wheel dump trucks. Should this model prove successful, DPW
191 may consider transitioning one or two additional units to this configuration in future replacement
192 cycles. Preliminary estimates indicate potential savings of approximately \$80,000 per unit
193 compared to traditional six-wheel dump trucks. These savings could help offset other capital
194 needs, including the potential purchase of a ten-ton roller for gravel road maintenance. The Town
195 currently incurs approximately \$10,000 annually to rent such equipment during spring and fall
196 operations. Three quotes were obtained for the cab and chassis from Grappone Ford, McFarland
197 Ford, and Hillsboro Ford. Grappone Ford provided the lowest responsive quote, including
198 applicable municipal discounts, in the amount of \$59,386. The cost for up-fitting the vehicle
199 through Viking-Cives is \$106,400.
200

201 *A MOTION was made by Selectman Grella and SECONDED by Selectman Coughlin to*
202 *authorize the Department of Public Works to purchase one (1) 2026 Ford F-600 cab and chassis*
203 *from Grappone Ford in the amount of \$59,386, and to contract with Viking-Cives for the*
204 *associated body upfit and equipment installation in the amount of \$106,400, for a total project*
205 *cost not to exceed \$165,786, with funding to be appropriated from the DPW Vehicle/Equipment*
206 *Capital Reserve Fund.*

207 *Vote: 5-0-0; motion carried unanimously.*
208

209 **7.3. Health Insurance - FY27 Cost Share Percentages**
210

211 Finance Director Fitzgerald explained that on April 13th, the Board of Selectmen approved the
212 staff-proposed healthcare plans: AB15IPDED, ABSOS20/40/1KDED, and LUMENOS 2500.
213 The Board must now determine the cost-share percentages for these plans and the Town’s
214 contributions to employee HSA plans. Following the meeting last week, it was requested that the
215 Board see additional comparisons for the Site of Service plan. To remain consistent with the
216 current fiscal year and comparable Schoolcare plans, the Board has expressed support for the
217 following:
218

- 219 • AB15IPDED: 85% Town / 15% Employee share.
- 220 • LUMENOS 2500: 95% Town / 5% Employee share.
- 221 • HSA Contributions: \$1,250 for single enrollees and \$2,500 for two-person/family
222 enrollees (the maximum allowable per HealthTrust policy).

223
224 He reviewed the calculations for the Site of Service plan. At a 90/10 split, the annual cost to the
225 Town for a single enrollee would be \$13,460; for a two person plan would be \$26,921; and for a
226 family plan would be \$36,344. Conversely, a 95/5 split would lead to values of \$14,208 for the
227 single plan; \$28,417 for the two person plan; and \$ 38,363 for the family plan. On the 95/5 split,
228 the employee would be responsible for paying \$747; \$1,495; and \$2,019 for the three different
229 enrollment levels. At the 90/10 split, these costs to the employee would be double.

230
231 Selectman Dokmo stated that the 95/5 split is close to what the Town is paying for the other two
232 plans.

233
234 Selectman D'Angelo asked what share percentage allows both the Town and employees to save
235 money. Finance Director Fitzgerald stated that there is no such percentage. This is a significantly
236 different plan than the Town usually offers, and it allows for benefits for some employees.

237
238 Chairman Pray expressed concern regarding introducing a new plan at a 95/5 split. The Site of
239 Service is not a high deductible plan, which is what that split has typically been used for. The
240 Site of Service plan does not merit the same reasoning for that cost share.

241
242 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella adopt the*
243 *following cost share percentages:*

- 244 • 85% town 15% employee share for the Access Blue HMO plan (AB15),
- 245 • 95% town 5% employee share for the Lumenos High Premium High Deductible plan,
- 246 • 95% town 5% employee share for the Access Blue Site of Service Plan (ABSOS),
- 247 • \$1,250 contributions to single enrolled, \$2,500 to two-person and family enrolled HSAs
248 for Lumenos participants

249 *Vote: 4-1-0; motion carried with Chairman Pray against.*

250

251 **8. Consent Agenda**

252
253 *A MOTION was made by Selectman Dokmo and SECONDED by Selectman Grella to approve*
254 *the consent agenda.*

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

256

257 **8.1. Assessing Veterans Tax Credit**

258

259 **Veteran Tax Credit**

260 **Item A.** The attached All Veterans' Tax Credit Application for Map 002, Lot 146-006 has been
261 reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in the
262 2026 tax year.

263

264 **Item A-1.** The attached All Veterans' Tax Credit Application for Map 005, Lot 001-006 has
265 been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in
266 the 2026 tax year.

267

268 **Item A-2.** The attached All Veterans' Tax Credit Application for Map 002, Lot 170-016 has
269 been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in
270 the 2026 tax year.

271
272 **Item A-3.** The attached All Veterans' Tax Credit Application for Map 021, Lot 005-000 has
273 been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in
274 the 2026 tax year.

275
276 **Item A-4.** The attached All Veterans' Tax Credit Application for Map 021, Lot 005-000 has
277 been reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28-b commencing in
278 the 2026 tax year.

279
280 **Item A-5.** The attached Veteran Tax Credit Application for Map 003, Lot 036-005 has been
281 reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2026 tax year.

282
283 **Item A-6.** The attached Veteran Tax Credit Application for Map 003, Lot 056-015 has been
284 reviewed, and the applicant qualifies for the Tax Credit under RSA 72:28 for the 2026 tax year.

285
286 **Item A-7.** The attached Service-Connected Total Disabled Veteran Tax Credit Application has
287 been reviewed by the Assessor, and the applicant does qualify for the Service-Connected Total
288 Disabled Tax Credit under RSA 72:35 for Map 008, Lot, 077- 008 commencing in the 2026 tax
289 year.

290
291 **8.2. Solar Exemption**

292
293 **Solar Exemption**

294 **Item B.** The Assessor has reviewed the attached Solar Exemption Application for Map 007, Lot
295 017-027 and the applicant qualify for the Tax Credit under RSA 72:62 in the amount of \$20,000
296 commencing in the 2026 tax year.

297
298 **Item B-1.** The Assessor has reviewed the attached Solar Exemption Application for Map 004,
299 Lot 008-027 and the applicant qualify for the Tax Credit under RSA 72:62 in the amount of
300 \$20,000 commencing in the 2026 tax year.

301
302 **Item B-2.** The Assessor has reviewed the attached Solar Exemption Application for Map 010,
303 Lot 037-000 and the applicant qualify for the Tax Credit under RSA 72:62 in the amount of
304 \$15,000 commencing in the 2026 tax year.

305
306 **8.3. Elderly Exemption**

307
308 **Elderly Exemption**

309 **Item C.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant
310 qualifies for the exemption. The Assessor recommends this approval.

311 MAP/LOT
312 002-166-052

313

314 **Item C-1.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant
315 qualifies for the exemption. The Assessor recommends this approval.

316 MAP/LOT
317 006-038-010

318
319 **Item C-2.** The applicant has applied for an Elderly Exemption under RSA 72:39-a, The applicant
320 qualifies for the exemption. The Assessor recommends this approval.

321 MAP/LOT
322 006-045-005

323
324 **8.4. Finance Manifests**

325
326 April 6, 2026 - \$13,968.34
327 April 16, 2026 - \$288.47
328 April 16, 2026 - \$52,300.00
329 April 16, 2026 - \$299,968.98
330 April 21, 2026 - \$520,177.11
331 April 21, 2026 - \$4811.69

332
333 **9. Other Approvals**

334 **9.1. Minutes**

335
336 *A MOTION was made by Selectman Coughlin and SECONDED by Selectman D'Angelo to*
337 *approve the meeting minutes of March 23, 2026, as presented.*
338 *Vote: 5-0-0; motion carried unanimously.*

339
340 *A MOTION was made by Selectman Coughlin and SECONDED by Selectman D'Angelo to*
341 *approve the meeting minutes of April 13, 2026, as presented.*
342 *Vote: 5-0-0; motion carried unanimously.*

343
344 **10. New Action Items**

345
346 The Board reviewed its new action items, including working with staff on the enrollment process
347 for the benefit program. Also, to set up a meeting with residents regarding the North -02 project.

348
349 **11. Old/New Business**

350
351 Selectman Dokmo asked when the 250th Anniversary Celebration Committee will meet. Town
352 Administrator Daley stated that this will be on Thursday.

353
354 **Adjournment**

355
356 *A MOTION was made by Selectman D'Angelo and SECONDED by Selectmen Grella to adjourn*
357 *the meeting at 7:17pm.*
358 *Vote: 5-0-0; motion carried unanimously.*

359

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365

NEXT MEETING: May 11, 2026

Selectman Pamela D. Coughlin *Date* _____

DRAFT