

## Memorandum

**To:** Board of Selectman  
**From:** Marti Noel, Assessor  
**Date:** 5/27/2014  
**Re:** Elderly Exemption - For Approvals (1)  
 72:33 Application for Exemption or Tax Credit.

**I. No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefore, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application...”.**

**72:34 Investigation of Application and Decision by Town Officials.**

**I. On receipt of an application provided for in RSA 72:33 or RSA 72:38-a, the selectmen or assessors shall examine it as to the right to the tax exemption, tax deferral or tax credit, the ownership of the property listed, and, if necessary, the encumbrances reported.**

**May request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.**

**II. For those exemptions having income or asset limitations, the assessing officials may request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.**

**III. The assessing officials shall grant the exemption, deferral, or tax credit if:**

- (a) They are satisfied that the applicant has not willfully made any false statement in the application for the purpose of obtaining the exemption, deferral, or tax credit; and**
- (b) The applicant cooperated with their requests under paragraph II, if it applies.**

The documentation needed to verify eligibility is as follows:

IRS Federal Form 1040

NH Interest & Dividends Tax Return

Annual 1099 Social Security Statement(s)

All Other 1099 Statements

Property Tax Inventories from other Towns/States/Communities

**72:40-b Publishing Prohibited.**

**The names of persons receiving an exemption under RSA 72:39-b (the Elderly Exemption) shall not be printed in any list for publication except as required under RSA 74:2**

I have reviewed all elderly applications and I recommend that the Board of Selectman **approve** the attached list of applicants for Elderly Exemption for the tax year 2014. The attached list identifies all applicants approved as a matter of public record and to expedite your decision making process. Due to the financial criteria governing these the elderly exemptions and in adherence to RSA 72:40-b, only file numbers will be listed excluding the names and addresses of the applicants.



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Thomas S. Burack, Commissioner



**4. a) (1) Request for  
Approval of Drinking  
Water State Revolving  
Loan**

May 16, 2014

David Boucher, Director  
Milford Water Utilities Department  
564 Nashua Street  
Milford, NH 03055

**Subject:** Town of Milford; Drinking Water State Revolving Loan #1561010  
Original Loan Agreement; Dram Cup Hill Tank Rehabilitation Project

Dear David,

Attached is the Original Loan Agreement (OLA) for Drinking Water State Revolving Loan Project #1561010. Please have the appropriate parties review the OLA and sign two copies, single sided, and mail both originals back to me for submittal to Governor and Council for approval. Signatures are only required on page 6. Please do not date the agreement or signatures. We will fill in the date of the Governor and Council meeting, which will become the effective date of the agreement.

Please feel free to contact me at 271-7017 or [johnna.mckenna@des.nh.gov](mailto:johnna.mckenna@des.nh.gov) if you have any questions.

Sincerely,

Johnna McKenna  
Drinking Water and Groundwater Bureau

Enclosures: OLA

STATE OF NEW HAMPSHIRE

DRINKING WATER STATE REVOLVING FUND PROGRAM

TOWN OF MILFORD  
(Project No. 1561010)

ORIGINAL LOAN AGREEMENT

I. This AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of New Hampshire, Drinking Water State Revolving Loan Fund Program (the "State") and the **Town of Milford** (the "Loan Recipient") in accordance with RSA 486:14 and New Hampshire Code of Administrative Rules Env-Dw 1100 (the "Rules") for the purpose of financing, to the extent of the aggregate amount of funds transferred ("Disbursements") to the Loan Recipient made hereunder, **Dram Cup Hill Tank Rehabilitation Project** ("Project") now being undertaken by the Loan Recipient. The Project is described in Exhibit A. The Loan Recipient shall abide by all of the requirements of RSA 486:14 and the Rules.

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II. The State agrees to loan to the Loan Recipient, and the Loan Recipient agrees to repay to the State, in accordance with the terms of this Agreement, the principal sum of **Three Hundred Thirty Thousand Dollars (\$330,000)** ("Principal Sum") or such lesser amount as shall equal the aggregate of Disbursements made hereunder by the State to the Loan Recipient. Federal financial assistance provided through Capitalization Grants for Drinking Water State Revolving Funds (CFDA #66.468) may comprise all or a portion of the Principal Sum. Any Disbursement or other payment from the State to the Loan Recipient is contingent upon the availability of funds.

III. Disbursements shall be made on a periodic basis, as requested by the Loan Recipient, but not more frequently than monthly, subject to the approval of the amount of each Disbursement by the State. The State shall approve the amount requested if it determines that the costs covered by

1 the request are eligible under Env-Dw 1104.01, as applicable. Interest on any Disbursement  
2 shall accrue from the date of the Disbursement at the rate of 1% per annum computed on the  
3 basis of 30-day months and 360-day years until the date of Substantial Completion (“Substantial  
4 Completion”) of the Project. Such interest may be paid (1) semi-annually, prior to the  
5 commencement of Loan repayment, (2) prior to the commencement of Loan repayment, (3) at  
6 the time of the first Loan repayment, or (4) added to the principal outstanding Loan balance at  
7 the option of the Loan Recipient so long as the Loan Recipient’s authority to borrow is not  
8 exceeded.

9

10 IV. Upon Substantial Completion of the Project, the aggregate of the Disbursements shall be  
11 consolidated by a Promissory Note (“Note”) of the Loan Recipient issued under and in  
12 accordance with the applicable provisions of the Municipal Finance Act, RSA 33, as amended  
13 and supplemented, including the provisions of RSA 486:14. The Note shall be substantially in  
14 the form of Exhibit B.

draft

15

16 V. The interest rate applicable to the Note will be determined in accordance with RSA 486:14  
17 and Env-Dw 1100 et seq. Such interest rate will be the lesser of **2.72 %** and the adjusted market  
18 rate as determined by the 11-GO Bond Buyer Index in effect on the date of the Note.

19

20 VI. The Loan Recipient hereby authorizes the State to compute the payments of principal and  
21 interest on the Note. The principal shall be paid in full within **twenty (20)** years from the date of  
22 the Note. Note payments shall commence on the first day of the month following the first  
23 anniversary of the Substantial Completion date of the Project or the first anniversary of the  
24 Scheduled Completion date of the project, whichever is earlier. The Scheduled Completion date  
25 is hereby determined to be **December 1, 2014**; however, should the project experience excusable

1 delay beyond this date, an extension may be granted by the Commissioner upon request in  
2 writing by the Loan Recipient. In no event shall Note payments commence later than ten years  
3 from the effective date of this agreement.

4  
5 VII. The Loan Recipient reserves the right to prepay, at any time and without penalty, all or any  
6 part of the outstanding principal of the Note.

7  
8 VIII. In the event of a default in the full and timely remittance of any Note payment, any State  
9 Aid Grant funds payable to the Loan Recipient under RSA 486:1 may be offset against and  
10 applied to the payment of any obligations that are due hereunder. The Loan Recipient agrees to  
11 be liable for all costs of collection, legal expenses, and attorney's fees incurred or paid by the  
12 State in enforcing this agreement or in collecting any delinquent payments due hereunder.

13  
14 IX. No delay or omission on the part of the State in exercising any right hereunder shall operate  
15 as a waiver of such right or of any other right under the agreement. A waiver on any one  
16 occasion shall not be construed as bar to any right and/or remedy on any future occasion.

17  
18 X. The Loan Recipient acknowledges that by accepting the Loan it will be a sub-recipient of  
19 federal financial assistance and, as such, subject to requirements of the federal Single Audit Act  
20 of 1984, as amended by the Single Audit Act Amendments of 1996 (the "SAA"). The Loan  
21 Recipient further acknowledges that, if the Loan Recipient expends more than \$500,000 in  
22 federal financial assistance from all sources in any fiscal year, it must perform an SAA audit in  
23 accordance with the requirements of Office of Management and Budget Circular A-133. In that  
24 event, the Loan Recipient shall provide the State with a copy of the SAA audit report within nine  
25 months of the end of the audit period.

1 XI. The Loan Recipient agrees to permit the Comptroller General of the United States, an  
2 appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of  
3 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials, or of  
4 the State of New Hampshire to have access to and the right to:

5  
6 (i) Examine any of the Borrower's, the contractor's or any subcontractor's records  
7 that pertain to and involve transactions relating to this Agreement, the Construction  
8 Contract, the Engineering Contract or a subcontract thereunder; and

9  
10 (ii) Interview any officer or employee regarding such transactions.

11  
12 The Borrower shall insert subparagraphs (i) and (ii) in the Construction Contract and require the  
13 Contractor to insert subparagraphs (i) and (ii) in all subcontracts thereunder.

14  
15 XII. Davis-Bacon (DB) prevailing wage requirements apply to the project in accordance with the  
16 federal fiscal year (FY) 2013 Consolidated and Further Continuing Appropriations Act (P.L.  
17 113-6). The Loan Recipient shall insert in full in any contract in excess of \$2,000 which is  
18 entered into for Project construction the standard Davis-Bacon contract clause as specified by 29  
19 CFR §5.5(a). The Loan Recipient shall obtain the wage determination for the locality in which a  
20 covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes  
21 or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage  
22 determinations shall be incorporated into solicitations and any subsequent contracts. Prime  
23 contracts must contain a provision requiring that subcontractors follow the wage determination  
24 incorporated into the prime contract.  
25

1 XIII. The Loan Recipient agrees to comply with Section 436 of the Consolidated Appropriations  
2 Act, 2014 (P.L. 113-76), which requires that all of the iron and steel products used in the Project  
3 are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the  
4 Loan Recipient has requested and obtained a waiver from the Environmental Protection Agency  
5 pertaining to the Project or (ii) the State has otherwise advised the Participant in writing that the  
6 American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient  
7 further agrees to maintain records documenting compliance with the American Iron and Steel  
8 Requirement, and to provide records and certifications to the State upon request.  
9

10 XIV. The Loan Recipient shall not knowingly award a construction contract to a contractor  
11 which has been debarred or suspended by the federal government. The Loan Recipient or its  
12 agent shall compare the names of contractors who have bid on the project against the searchable  
13 list in the federal “Excluded Parties List System” (EPLS) database which can be found at  
14 <https://www.epls.gov> and  
15

16 XV. Pursuant to 40 CFR, Section 33.301, the Loan Recipient shall make good faith efforts to  
17 utilize small, minority and women’s business enterprises whenever procuring construction,  
18 equipment, services and supplies under an EPA financial assistance agreement, and shall require  
19 that prime contractors also comply. Records documenting compliance with the six good faith  
20 efforts shall be retained.  
21

22 XVI. The effective date of this agreement shall be the date of its approval by the Governor and  
23 Executive Council. This agreement may be amended, waived, or discharged only by a written  
24 instrument signed by the parties hereto and only after approval of such amendment, waiver, or  
25 discharge by the Governor and Executive Council.

1 XVII. This agreement shall be construed in accordance with the laws of the State of New  
2 Hampshire and is binding upon and inures to the benefit of the parties and their respective  
3 successors. The parties hereto do not intend to benefit any third parties and, consequently, the  
4 agreement shall not be construed to confer any such benefit.

5  
6 XVIII. This agreement, which may be executed in a number of counterparts, each of which shall  
7 be deemed an original, constitutes the entire agreement and understanding between the parties  
8 and supersedes all prior agreements and understandings relating thereto. Nothing herein shall be  
9 construed as a waiver of sovereign immunity, such immunity being hereby specifically reserved.

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STATE OF NEW HAMPSHIRE by: TOWN OF MILFORD

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Thomas S. Burack, Commissioner      Gary Daniels, Chairman  
Department of Environmental Services      Selectman

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Mark Fougere, Vice Chairman  
Selectman

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Kathy Bauer  
Selectman

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Mike Putnam  
Selectman

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Kevin Federico  
Selectman

**EXHIBIT A**

**STATE OF NEW HAMPSHIRE**

**DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

**PROJECT DESCRIPTION**

The Town of Milford has applied for a Loan to be used for water system improvements including the restoration of the Dram Cup Hill water storage tank in Milford.

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1 **EXHIBIT B**

2 **STATE OF NEW HAMPSHIRE**  
3 **DRINKING WATER STATE REVOLVING LOAN FUND PROGRAM**

4 **PROMISSORY NOTE AND REPAYMENT SCHEDULE**

5 The **Town of Miford** ("Loan Recipient") promises to pay to the Treasurer of the State of  
6 New Hampshire the sum of \_\_\_\_\_ Dollars (\_\_\_\_\_) in  
7 installments on the anniversary date of this Promissory Note ("Note") in each year as set forth  
8 below, commencing on the first principal payment date and annually thereafter on each principal  
9 payment date, including interest at the rate of \_\_\_\_\_% per annum, computed on the basis of  
10 30-day months and 360-day years, in the respective years set forth below.

11 **draft**

12 **REPAYMENT SCHEDULE**

13 Year	14 Principal	15 Interest	16 Total P&I	17 Payment Date
18 1				
19 2				
20 3				
21 4				
22 5				
23 6				
24 7				
25 8				
26 9				
27 10				
28 11				
29 12				
30 13				
31 14				
32 15				
33 16				
34 17				
35 18				
36 19				
37 20				

1 This Note is issued under and by virtue of the New Hampshire Municipal Finance Act, an  
2 agreement duly entered into by the Loan Recipient and the Drinking Water State Revolving Loan  
3 Fund Program (“Agreement”), a vote of the Loan Recipient at its **Town Meeting on March 11,**  
4 **2014,** and a duly-adopted resolution of the Governing Body of the Loan Recipient and is issued  
5 for the purpose of financing the cost of the Project as described in said Resolution and  
6 Agreement.

7  
8 The Loan Recipient reserves the right to prepay, at any time and without penalty, all or  
9 any part of the outstanding principal on this Note.

10  
11 The terms and provisions of the Agreement are hereby incorporated in and made a part of  
12 this Note to the same extent as if said terms and provisions were set forth in full herein.

13  
14 It is hereby certified and recited that all acts, conditions, and things required to be done  
15 precedent to and in the issuing of this Note have been done, have happened, and have been  
16 performed in regular and due form and, for the payment hereof when due, the full faith and credit  
17 of the Loan Recipient are hereby irrevocably pledged.

1           IN WITNESS whereof the Loan Recipient has caused this Note to be signed by its **Board**  
2 **of Selectman**, and the seal of the Loan Recipient to be affixed hereto, as of the \_\_\_\_\_ day of  
3 \_\_\_\_\_, 2014.

4  
5 MILFORD WATER UTILITIES DISTRICT by:

6 \_\_\_\_\_  
7 **Gary Daniels, Chairman**  
8 **Selectman**

9 \_\_\_\_\_  
10 **Mark Fougere, Vice Chairman**  
11 **Selectman**

12 \_\_\_\_\_  
13 **Kathy Bauer**  
14 **Selectman**

15 \_\_\_\_\_  
16 **Mike Putnam**  
17 **Selectman**

18 \_\_\_\_\_  
19 **Kevin Federico**  
20 **Selectman**

21  
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25  
(SEAL)

**4. a) (2) Request for  
Approval of 31:95**

**Board of Selectmen  
Agenda Date: 5/27/2014**

**Acceptance and Appropriation of Unanticipated Revenues Under \$5,000 (31:95(b))**

<b>Source</b>	<b>Amount</b>	<b>Purpose</b>
Marmon Utility	\$ 500.00	Donation to the Milford Fire Department. The Milford Fire Department wishes to designate the monies to the Fire Rescue Donations Special Purpose Fund.
Milford Police Department - Evidence	\$ 534.60	Monies returned to the Milford Police Department for the State Drug Forfeiture Special Purpose Fund per the court's order.

**Acceptance of Gifts of Property Under \$5,000 (31:95(e))**

None at this time.



**Fire Department  
MEMORANDUM**

**TO: Finance, BOS**

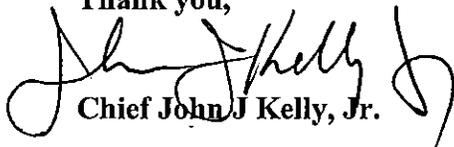
**FROM: Milford Fire Department**

**DATE: 5/9/14**

**SUBJECT: Donation**

**The Fire department is in receipt of a donation of \$500.00 from Marmon Utility. We ask that you accept this donation, and apply it to the account for:  
Fire-Rescue Donations 4800-48149**

**Thank you,**

  
**Chief John J Kelly, Jr.**

THIS DOCUMENT HAS A MULTI-COLORED FACE THAT CHANGES COLOR GRADUALLY. SEE LIST OF SECURITY FEATURES ON THE BACK. DO NOT CASH UNLESS ALL ARE PRESENT.

# Marmon Utility LLC

53 OLD WILTON ROAD, MILFORD, NH 03055

BANK OF AMERICA  
Commercial Disbursement Account  
Northbrook, IL

702328 / 719

074631

CHECK DATE CHECK NO.

05/09/2014 74631

CHECK AMOUNT

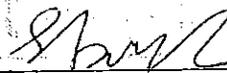
\*\*\*\*\*500.00

\*\*Five Hundred and 00/100\*\*

TO  
THE  
ORDER  
OF

Milford Fire Department  
39 School Street

Milford, NH 03055 usa



AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈074631⑈ ⑆071923284⑆ 87652⑈61099⑈

4. a) (3) Request for  
Acceptance of  
Property Tax  
Warrant - first half  
2014

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MEMORANDUM

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To: Board of Selectmen  
Cc: Guy Scaife

From: Kathy Doherty, Tax Collector

Date: May 21, 2014

Subject: 2014 Preliminary Tax Warrant

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The first real estate tax billing has been processed for 2014 with a net sum of \$17,220,546.65. Bills are scheduled to be mailed May 30, 2014.

Please sign the attached warrant authorizing me to collect the committed taxes.

Respectfully,

Kathy Doherty



**WARRANT**  
**PROPERTY TAX LEVY**  
**STATE OF NEW HAMPSHIRE**

**HILLSBOROUGH, ss:**

**TO:** Kathy Doherty, Collector of Taxes for the Town of Milford, in said County:

In the name of the State, you are hereby directed to collect the first half year 2014 property taxes in the list herewith committed to you amounting in all, to the gross sum of **Seventeen Million Three Hundred Three Thousand Twenty Two Dollars and 79/100** [\$17,303,022.79] less abatements [Veterans Credits] in the amount of **Eighty Two Thousand Four Hundred Seventy Six Dollars and 14/100** [\$82,476.14] for a net sum to be collected in the amount of **SEVENTEEN MILLION TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED FORTY SIX DOLLARS AND 65/100** [\$17,220,546.65] and with interest at the rate of twelve (12%) percent per annum from 2 July 2014 on all sums not paid on or before that date.

A tax collector shall remit all money collected to the town treasurer, or to the town treasurer's designee as provided by RSA 41:29, VI, at least on a weekly basis, or daily whenever tax receipts total \$1500 or more.

Given under our hands and seal at Milford, New Hampshire this 27th day of May, in the year of our Lord, Two Thousand and Fourteen.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Vice-Chairman

\_\_\_\_\_  
Selectman

Selectmen of Milford, New Hampshire

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

PURCHASE AND SALE AGREEMENT

This Agreement made and entered into this 13th day of May, 2014, between **THE TOWN OF MILFORD**, a municipality with a principal place of business at Union Square, Milford, County of Hillsborough, and State of New Hampshire 03055, (by and through its duly elected and authorized Board of Selectmen (hereafter referred to as **BUYER**) and **127 ELM STREET, LLC**, a Massachusetts limited liability company, having a mailing address of 1495 Hancock Street, Fourth Floor, Quincy, County of Norfolk, Commonwealth of Massachusetts, 02169 (hereafter referred to as **SELLER**).

Recitals

1. **Seller** is the owner of certain real property consisting of a tract of land with building(s) and other improvements thereon, situated at 127 Elm Street, Milford, NH 03055, which property is depicted on the Town of Milford Tax Maps as **Map 19, Lot 10**, and which property was acquired by the **Seller** by means of a deed from **Mayo Two, LLC**, which deed is dated **August 4, 2011**, and was recorded in the Hillsborough County Registry of Deeds on at **Volume 8339, Page 0377**, hereinafter referred to as the **Premises**.
2. **Buyer** is the owner of property to the east of the **Premises**, which is depicted on the Town of Milford Tax Maps as **Map 25, Lot 133**, which consists of property used as a recreational park for the residents of Milford and is publicly known as **Keyes Field**.
3. Access to **Keyes Field** is currently obtained via a driveway intersecting located at the southeast corner of the **Keyes Field** property, which driveway runs northwesterly along the common boundary of the **Keyes Field** property and a tract of land shown on the Town of Milford Tax Maps as **Map 25, Lot 12**, referred to as the **Fletcher Site**.
4. The **Fletcher Site** constitutes an EPA Superfund remediation location and the anticipated remediation of that site will require the temporary closure of the current driveway access to **Keyes Field**.

NOW THEREFORE, in order to carry into effect the intention of the parties as set forth above, and in consideration of the promises and covenants made herein, the parties hereby agree as follows:

SECTION 1  
DESCRIPTION OF THE PROPERTY

Upon the terms and conditions hereinafter set forth, the Seller agrees to sell and convey and the Buyer agrees to purchase and accept the certain tract or parcel of land, together with building(s) and other improvements thereon, situated at 127 Elm Street, Milford, NH 03055, which property is depicted on the Town of Milford Tax Maps as **Map 19, Lot 10**, and which property is described in a deed from **Mayo Two, LLC**, dated **August 4, 2011**, and recorded in the

Hillsborough County Registry of Deeds at *Volume 8339, Page 0377*, hereinafter referred to as the *Premises*.

SECTION 2  
SALES PRICE

The total sales price for the Premises shall be **One Hundred Ninety and 00/100ths (\$190,000.00) Dollars**, and the amount of any taxes, penalties and/or interest due to the Town of Milford as of the date of the closing.

SECTION 3  
TERMS OF PAYMENT

The sales price shall be paid as follows:

-The *Buyer* shall receive a credit against the amount due for the amount of any outstanding taxes, penalties and/or interest related thereto, that are still outstanding at the time of the date of the closing. The parties agree that the intent of this section is to insure that the Seller shall not be responsible for the payment of any amount of property taxes attributable to this property, if and when the closing contemplated below occurs.

-The *Buyer* shall pay the balance of the full sales price of **One Hundred Ninety and 00/100ths (\$190,000.00) Dollars** at the time of closing and transfer of title in the form of cash or certified check or bank check.

SECTION 4  
DEED/TITLE

The Premises are to be conveyed by a Warranty deed running to the *Buyer* and said deed shall convey marketable title subject only to matters specified herein as follows:

-Matters set forth in the deed recorded at *Volume 8339, Page 0377*.

The *Buyer* reserves the right to have an examination of title made at its own expense. If upon examination of title, it is found that the title is not satisfactory to the *Buyer* this Agreement may be rescinded by written notice from the *Buyer* to the *Seller* no later than the conclusion of the *due diligence* period specified below. Upon such rescission all obligations of either party hereto shall cease. Failure to provide such notice within said time period shall constitute a waiver of the right to terminate for this reason.

**SECTION 5**  
**TRANSFER OF TITLE**

Possession of the Premises, subject to the conditions set forth herein, shall be delivered to the Buyer on the closing date, which shall be on or before a date that is no more than *thirty (30)* days from the date of the completion of the due diligence and items listed in the contingencies section of this agreement, *Section 14, below*, unless extended by mutual agreement in writing, but, in no event, any later than December 1, 2014.

**SECTION 6**  
**TAXES**

The parties agree that except for the outstanding taxes referred to in Section 2, above, as part of the purchase price, there shall be no tax proration nor any further taxes due the Town of Milford at the time of closing.

**SECTION 7**  
**CLOSING COSTS, OUTSTANDING CHARGES AND RECORDING CHARGES**

The parties acknowledged that it is their respective understanding that, pursuant to *NH RSA 78-B:2, (I)*, the responsibility for the payment of the taxes due from the Buyer required in respect to the Seller's portion of this transaction for reason of the fact that Buyer is a municipality. In addition, the Buyer agrees to pay for the recording costs for the deed incurred by the Hillsborough County Registrar at the time of closing. Both parties will pay any applicable other charges as required by law.

**SECTION 8**  
**FINDER'S FEES OR BROKERAGE COMMISSIONS**

Both parties acknowledge that there is no broker which brought about this transaction on behalf of the Seller and if any commission is due said amount to be deducted from the Seller's proceeds.

**SECTION 9**  
**DEFAULT, TERMINATION AND EFFECT**

If either party shall default in their obligations under this Agreement then each may seek any remedy available at law or equity.

**SECTION 10**  
**EXTENSIONS**

Notwithstanding any language in this Agreement to the contrary, the parties may extend any time limit indicated in this Agreement by mutual agreement in writing.

SECTION 11  
PRIOR STATEMENTS

All representations, statements, and prior agreements previously made between the parties hereto are merged into this Agreement which alone fully and completely expresses the respective obligations and this Agreement is entered into by each party after opportunity for investigation, neither party relying on any statement or representation not embodied in this Agreement made by the other or on his or its behalf.

SECTION 12  
BINDING ON SUCCESSORS

This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties, except that this Agreement may not be assigned by Seller or Buyer without the express, prior written consent of the other.

SECTION 13  
NOTICE

All notices required or permitted by this Agreement shall be in writing and shall be sent to the addresses listed in the preamble to this Agreement.

SECTION 14  
CONTINGENCIES AND DUE DILIGENCE

- (i) Due Diligence Period The parties hereby establish a period of time which shall be known as the *'due diligence period'*, which shall govern the time during which either of the parties, as the case may be, shall complete the additional contingencies or inquiries identified herein. Said *due diligence period* shall extend from the date of the execution of this agreement by all parties to *November 1, 2014*.

It is the intent of this section of this agreement to make this transaction contingent on the obtaining of any necessary legal authorization for this purchase as well as any necessary funding authorization to complete the purchase contemplated hereunder. If, at the end of the due diligence period, the *Town* has not secured the approvals, completed the necessary arrangements for, or, otherwise obtained the other information or approvals necessary to satisfy the contingencies, then this agreement shall be terminated and all other obligations of any party hereto shall thereupon cease. The following conditions or contingencies shall be required to be completed to the satisfaction of the *Town* in order for this agreement to be completed.

- (ii) The parties acknowledge and understand that the *Buyer* constitutes a NH municipality and the Board of Selectmen, as governing body, has been authorized by the town meeting of the Town of Milford, to acquire and transfer interests in real estate pursuant to the

protocol outlined in *NH RSA 41:14-a* which could be accomplished without a town meeting authorization for the purchase. However, it is also acknowledged that the *Buyer* intends to obtain partial funding for the purchase price through the approval by the town meeting of long term borrowing which is intended to be obtained by vote at a special town meeting which requires the approval of superior court pursuant to *RSA 31:5*. To that end, the undersigned Board of Selectmen, once this agreement has been executed by all concerned, intend to proceed to obtain permission to implement said statute at a town meeting, which permission, if obtained, shall also constitute authorization for this purchase.

It is agreed that this agreement and all its terms are entirely contingent upon the successful completion of and compliance with the requirements of the aforementioned statutory provisions. If such completion and compliance are not forthcoming by the end of the *due diligence period*, the within agreement shall be null and void, this instrument shall not be recorded, and all further obligations of any party hereto shall cease.

(iii.) Town Meeting Authorization and funding approval - The parties acknowledge that the procedures required by *RSA 31:5*, require, at a minimum, the following:

-The presentation of a petition to the superior court in accordance with *RSA 31:5* seeking the court's sanction of reason for the special town meeting as an 'emergency'

-Notification of the NH Department of Revenue Administration of the pendency of the petition.

-If such petition is approved, the scheduling of such special town meeting and compliance with all necessary budgetary and bond notice and meeting requirements in a manner that will comply with the requirements of *RSA 40:13* and related statutes governing the conduct and timing of such a meeting.

-The successful approval of the bonding article granting authorization of the *Buyer* to acquire the *Premises* as well as to fund the relevant portion of the purchase price by entering into long term borrowing through bonds or other appropriate means. The amount of such funding approval is intended not to exceed *\$190,000*. Approval for funding shall also include any related approval required by bond counsel or any state agency having jurisdiction of the funding process.

-If such completion and compliance are not forthcoming by the end of the *due diligence period*, the within agreement shall be null and void, this instrument shall not be recorded, and all further obligations of any party hereto shall cease.

(iv) Site Assessment

The parties agree that the **Buyer** shall have until the expiration of the *due diligence* period to undertake a site assessment of the **Premises** to insure, in its sole judgment, whether the **Premises** are suitable for its contemplated purpose or is characterized by any other circumstance or condition that would make it unsuitable or inadvisable to acquire. In the event that the **Buyer**, in its sole discretion, is dissatisfied with the results of such site assessment, then the **Buyer** shall provide written notice to the **Seller** of such dissatisfaction and may terminate this Agreement in which case, neither party shall have any further rights against or obligations to the other. Failure to provide such notice within said time period shall constitute a waiver of the right to terminate for this reason.

(v) Access to Premises

The **Seller** hereby grants to the **Buyer** its agents and employees, the right to enter upon the **Premises** only during the due diligence period for the purposes of gathering data and completing the aforementioned site assessment as well as to prepare the Plan. The **Buyer**, its agents and employees, shall exercise reasonable care in undertaking these efforts on-site at the **Premises** and shall restore the **Premises** as soon as possible, to the condition which it enjoyed prior to such efforts. The **Buyer** shall also indemnify and hold the **Seller** harmless from any claims for injuries to the party in whose efforts and shall provide the **Seller** with proof of insurance naming the **Seller** as an additional insured during such period.

(vi) DES Site Remediation # 198596993

The parties acknowledge that the **Premises** are the subject of a directive for hazardous waste remediation identified as Project # 25767 pertaining to site # 198596993 by the NH Department of Environmental Services (NHDES) which directive requires the **Seller** to conclude certain work identified and specified by NHDES, the completion of said work to the satisfaction of the NHDES shall be a requirement of the **Seller** under this agreement. If said work is not completed by the conclusion of the *due diligence period*, the **Buyer** may, at its option, invalidate this agreement upon notice of which all obligations of either party hereto shall cease. The parties hereto acknowledge that the 'completion' or 'conclusion' of the required work shall mean the completion of all tasks outlined in the DES approved work plan prepared pursuant to the October 7, 2012 directives by DES which shall not be considered as completed or concluded until the issuance to the **Seller** and provision of the **Buyer** of the DES 'Letter of No Further Action' relative to the above referenced site and project.

However, the **Buyer** acknowledges that part of the required remediation addresses certain matters that exist within the structure on the property as more particularly set forth in the documentation relating to this directive. In that regard, the **Buyer** acknowledges that it is aware of the problems referenced in said documentation and agrees that any condition of

the property identified in this remediation project shall not be invoked as grounds to invalidate this agreement pursuant to *Section 14 (iv)*, above, so long as the work required by the NHDES directive pertaining to this project is completed as required.

**SECTION 15**  
**NEW HAMPSHIRE LAW**

This Agreement is to be construed as a New Hampshire contract and is to take effect immediately upon the execution by all parties.

**SECTION 16**  
**TIME IS OF THE ESSENCE**

Time is of the essence of all dates and time periods of this Agreement.

**SECTION 17**  
**ADDITIONAL PROVISIONS**

- A. **Binding Effect** - This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- B. **Severability** - If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- C. **Independent Counsel and Lack of Coercion** - The parties both acknowledge and agree that each of them has sought and been represented by independent counsel with respect to the negotiations, drafting and execution of this agreement. Both parties acknowledge and agree that they have entered into this agreement of their own free will and without any coercion or undue influence. The parties represent and acknowledge that each party's independent counsel has fully reviewed and explained the legal and practical effect of this agreement, and having the knowledge of such advice and with an understanding of the force and effect of this agreement, each party signs this agreement voluntarily, of his, her or its own free will, and without any undue influence, fraud, coercion or duress of any kind whatsoever exercised upon either of them by the other party or any person.

[SIGNATURE PAGE TO FOLLOW]

*IN WITNESS WHEREOF* the parties have set their hands this

13th day of May, 2014,

*Seller:*  
*127 ELM STREET, LLC*

*Witness:*

*By: John McGrail*  
*Its: Manager*

*Buyer:*

*TOWN OF MILFORD*  
*BY the Board of Selectmen*

*Board of Selectmen:*

**draft**

*Witness:*

*Witness:*

*Witness:*

*Witness:*

*Witness:*

DRAFT  
MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING  
April 28, 2014

**PRESENT:** Gary Daniels, Chairman  
Mark Fougere, Vice Chairman  
Katherine Bauer, Member  
Kevin Federico, Member  
Guy Scaife, Town Administrator  
Darlene J. Bouffard, Recording Secretary  
Dave Bosquet, Videographer

**EXCUSED:** Mike Putnam, Member

**1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING**

**INSTRUCTIONS:** Chairman Daniels called the public meeting to order at 5:30 p.m., introduced Board members noting that Selectman Putnam is excused from tonight’s meeting and then led the audience in the Pledge of Allegiance. Chairman Daniels introduced members of the Board. Chairman Daniels indicated that those people in the audience who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG Access live broadcast.

**2. APPOINTMENTS:**

**5:30 p.m. – Departmental Update – Community Media.** Community Media Director Mike McInerney indicated that on March 10, 2014, the computer failed just prior to the start of the meeting. It was found to be the video card that failed. Mr. McInerney commended Niko Giokas for handling the situation professionally. Mr. McInerney began the department review by reviewing the equipment, followed by the website. Currently, he is working on a .pdf document viewer to review a document without downloading the entire file. The frequency of visits to the town website was discussed and it was noted that the most frequent visits are to the Police Department, Recreation and Human Resources areas. A lot of new visitors have been visiting the website every month. Google Chrome is now the number one browser being used by visitors, followed by Internet Explorer. The data that is collected shows where people are going on the website and where they are connecting from. The town is not storing the IP addresses of visitors, but is using the information collected just for analysis to improve the website and see what people are looking at. Google is using the IP addresses to provide the data to the town, but we do not have access to it. Mr. McInerney is making sure the content on the website is accurate. Guidelines for Social Media Use is one of two policies being developed for review in August. This year marks the tenth anniversary of Granite Town Media; the first Board of Selectmen meeting was recorded for broadcast in March 2006. It has come a long way with what we have done in the past. Selectman Bauer asked if school Budget Advisory Committee meetings were being broadcast? Mr. McInerney said “yes,” however there were a couple of meetings where there were conflicts and were not broadcast.

The Rail Trail marathon runners were mostly from other areas, not Milford, and that was an interesting event to film. Selectman Bauer asked how many people are running cameras for the Rail Trail road race. Mr. McInerney said he and another videographer covered that event. Chairman Daniels asked if all committee meetings are broadcast. Mr. McInerney answered that Granite Town Media has not discussed that yet. Chairman Daniels noted that some meetings, such as the Heritage Commission, are not broadcast. There were no further questions or comments, Board members thanked Mr. McInerney for his presentation.

**5:45 p.m. WWII Memorial Presentation.** Wendy Hunt, Milford Improvement Team (MIT) Director, indicated that the WWII Memorial Restoration Committee has given a presentation to the Kaley Foundation, seeking funds for assistance for this restoration. Ms. Hunt explained that the thirteen arborvitaes were planted in honor of the thirteen soldiers from Milford who never came home from the war. It is being proposed to remove the existing thirteen arborvitaes, plant new arborvitaes and have a rededication ceremony on September 7, 2014. Currently the committee is trying to track down family members of those soldiers. The committee sought \$3,900 from the Kaley Foundation, which was granted. The committee has also applied for funds through the Keyes Trust. The whole cost will be about \$10,000 but the main thing is to do the restoration of the park. Guy Scaife noted there can be discussion about what can be done with the land behind the memorial as well. Mike McInerney, Restoration Committee member,

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING - 4/28/14**

1 said details of the event are being discussed and planned, and it is estimated there may be about 75-300 people to  
2 come to the rededication and the committee will keep track and notify both Fire and Police Departments. Chairman  
3 Daniels asked if the VFW is assisting in this. Wendy Hunt said they are and she stated she is honored to be on this  
4 committee as well. A short video about the WWII memorial was prepared by Mr. McInerney and shown to the  
5 Board.  
6

7 **6:30 p.m. – Budget Advisory Committee – Process Reviews.** Budget Advisory Committee (BAC) Chairman Matt  
8 Lydon and Rose Evans were present for this discussion, as well as many BAC members in the audience. This dis-  
9 cussion is to review how everyone felt the last budget session went and where improvements can be made. Matt  
10 Lydon felt this year was an improvement over last year. It felt less contentious. Mr. Lydon felt the BAC was able  
11 to point out some things that the committee did not support. Generally Mr. Lydon feels things went better. Chair-  
12 man Daniels noted that the BAC and Board of Selectmen met a couple of times during the process and he also felt it  
13 was better. The sharing of information helped and the budget is a good example. We were able to take comments  
14 from people and give further thought and get to something that we all agreed on. Rose Evans felt this year where  
15 the holidays fell caused the BAC to miss a couple of meetings. If that happens again, maybe we need a better ar-  
16 rangement and keep clear lines of communication between the Board of Selectmen and BAC. We need to under-  
17 stand the perspective of where the other committee is coming from so we can have that understanding so we can  
18 understand why you are making a cut or whatever. Rose Evans thinks the way the holidays fell caused it to be more  
19 of a challenge. The BAC started to meet in early November.  
20

21 Until the BAC sees what the revenue projections are, Mr. Lydon said it is hard to know how the committee is going  
22 to go. The Warrant Articles are another thing that may not be available early but come later. Until later in the pro-  
23 cess, the BAC will not know where it stands. Chairman Daniels said the Board of Selectmen would like to start  
24 early but it does not have all the information, so it is just another meeting. Expenses can be projected but revenue  
25 will not be available yet. Vice Chairman Fougere said the Board of Selectmen was at the point of deciding the night  
26 warrant articles were due, but the information is not available early, we do not want to be down to the wire. Chair-  
27 man Daniels said we had hoped something could be done with Osgood Pond, but it did not materialize. It might  
28 look like it was at the last minute, but other things came up. Chairman Daniels thinks this year the priorities are  
29 lining up faster than last year. Especially the roads and bridges, so there will be discussions earlier. Warrant Article  
30 versus budget is another issue, the town still needs to deal with Osgood Pond even if it is to get a sense of the voters  
31 if they want to put that money out there or put that money toward something else.  
32

33 Rose Evans asked about the gas tax that just passed, a portion of that will go to NH towns, that is what she read.  
34 Chairman Daniels said yes, but less than 1 percent. That tax was not designed to send money back to the towns.  
35 Vice Chairman Fougere saw estimates of approximately \$39,000 for Milford. Chairman Daniels noted that 42% of  
36 the money is earmarked for the I-93 widening project. Rose Evans said the BAC is aware of the work needed on  
37 roads and bridges in Milford. Karen Mitchell, BAC, felt the budget process was much more productive this year  
38 and indicated it would be clearer if all organizations used a standard format when they give the budget to the BAC to  
39 look at, it would be very helpful and save time. The BAC requests that every organization use a form more con-  
40 sistent with what the town departments use. Matt Lydon said the Library and MIT both provide different formats.  
41 Ms. Mitchell said the budgets provided from other-than town departments (such at MIT) do not use the same format,  
42 so we need to call them back after their presentation to ask questions because it is not consistent.  
43

44 Guy Scaife said he knows that MIT is working on a more consistent format. Guy Scaife indicated the Library adds  
45 the Library Trustees planned expenditures to the standard reporting. Karen Mitchell noted that the Blue Bus budget  
46 is also different. Chairman Daniels asked if there is the same problem with the warrant articles. Mr. Lydon said no  
47 those are looking for a fixed amount for something special. Peggy Seward said for warrant articles the BAC needs  
48 to know how critical it is to get that money since the BAC needs to see where else revenue is coming in. Rose Ev-  
49 ans noted that in Nashua all non-profit agencies are required to fill out the standard form that identifies if they are  
50 non-profit, but also why they are asking for money and identify financial information like a balance sheet, that has a  
51 standard format. If they are non-profit, Rose Evans said they are required to file a tax return. Chairman Daniels  
52 likes the idea of being consistent because that will help the Board of Selectmen and the BAC.  
53

54 Selectman Bauer asked if the BAC could initiate that. Rose Evans said she could come up with something for con-  
55 sistency. Vice Chairman Fougere suggested that it would be helpful for the departments to know the BAC will be  
56 looking for that in the fall. Selectman Bauer said the BAC has to look at the whole thing so the people requesting  
57 money should keep that in mind. The BAC is independent of the Board of Selectmen and serves as a checks and  
58 balance. She understands that it takes a lot of time and thanked all members of the BAC.

1  
2 Vice Chairman Fougere said he was disappointed about the Brox warrant article. The BAC was given a presentation  
3 and voted to support the warrant article, and then a few weeks later another group showed opposition to it and in his  
4 opinion presented misinformation and changed the BAC vote to be opposed to the warrant article. Vice Chairman  
5 Fougere thinks that because there was no tax impact, members felt the BAC should not provide comments. This  
6 was a policy issue, not a budget issue. The voters look at the Board of Selectmen and BAC votes and when that is  
7 split, it is confusing for voters. Ms. Mitchell appreciated the presentation on that warrant article and felt it was thor-  
8 ough, but the other group's presentation did not sway her vote, she just felt like there was not enough information to  
9 make a decision. Maybe we need to come up with a way of handling non-appropriation warrant articles whether we  
10 do provide a recommendation or not. Vice Chairman Fougere indicated that the process is very complicated and he  
11 was disappointed the way it turned out. Ms. Mitchell asked should the BAC vote or not when there is no financial  
12 appropriation. Vice Chairman Fougere said they should not. The revenue down the road will go in the General  
13 Fund; unless we go to voters to say the money will go to a certain fund.  
14

15 Peg Seward, BAC, said the BAC does not get warrant articles until very late in the process; the budget never really  
16 changes much, the warrant articles come in late every year. If you know sooner, the warrant articles should come to  
17 the BAC earlier. Next year each warrant article coming in should be given to the BAC as soon as possible so that  
18 we can discuss it. Selectman Bauer asked when the warrant article deadline was. Guy Scaife said the warrant arti-  
19 cles are addressed earlier, like the fire truck, the Brox Warrant Article was an idea that came up late when it was  
20 realized it had expired, that is when it started gaining momentum. There is a policy decision and the moderator  
21 could come in and we should determine if the BAC should deal with non-appropriation warrant articles. This one  
22 brings in revenue but it goes into the General Fund. Chairman Daniels noted if there is a warrant article for which  
23 members abstain on the vote, it is questioned. Rose Evans indicated she abstained on the articles having to do with  
24 water and sewer because she is not a water and sewer user. The Brox article she was not comfortable voting for or  
25 against and there were concerns brought up and she was just not comfortable voting. Steve Sareault, BAC, said this  
26 was his first year on the BAC and he feels it went smooth until the default budget was defined. In the first two  
27 months, the tax impact was 2-3%, when the default budget came out, he was surprised the tax impact raised so  
28 much. Getting an idea of where we are earlier would help so that the BAC knows about where the default budget is.  
29 Mr. Sareault abstained on a few articles including water and sewer since he is not a user and it does not affect him.  
30 To support or not support is different because it is not my money and that is why he abstained. Mr. Sareault can see  
31 both sides of the non-appropriation discussion, we are not always fully briefed on all the warrant articles. Should  
32 the BAC vote on non-appropriation articles? Chairman Daniels agrees that it should be earlier in the process. Mr.  
33 Sareault said some of the warrant articles were written up in the voters' guide addressing the abstentions.  
34

35 Selectman Bauer indicated the Board of Selectmen is not saying the BAC members do not have the right to abstain,  
36 there is always the right to abstain. Peg Seward, BAC asked about the election budget, is it possible to set up a capi-  
37 tal reserve fund to put money in because we know that there are going to be elections and the budget goes up and  
38 down every year. Chairman Daniels said that is not allowed by statute. We could consider making a change to the  
39 statute to allow towns to set up a capital reserve fund for elections. Peg Seward also noted that the Permittach land  
40 purchase, would it be helpful for the BAC to get information ourselves for the special meeting? Guy Scaife said the  
41 process is for the Board of Selectmen to bring it to the BAC, we need to make sure the petition submitted to the Su-  
42 preme Court passes, the warrant article has not been generated yet, but the Board of Selectmen will engage the BAC  
43 with one warrant article when we hear it has passed. Peg Seward, BAC, asked if the fire truck that just passed will  
44 go into the budget. Guy Scaife said it will go into debt service. Ms. Seward said the debt service goes up with  
45 whatever was approved last year. To keep the debt service down, she suggested moving that into the budget so that  
46 the departments do not have to cut expenses. Why don't we put all the departments in a separate place so that they  
47 are not affected by the warrant articles from last year. If the rest of the budget is listed separately from the debt ser-  
48 vice we could see that altogether.  
49

50 Guy Scaife said that is broken out, we can report the information differently but the first sheet does show the de-  
51 partment growth and debt service. We do not do subtotal minus the debt service on the spreadsheet. Vice Chairman  
52 Fougere said the department budgets are cut when cuts need to be made. The departments end up having to cut  
53 spending but adding clarity to the budget is always a good idea. Peg Seward said if the departments are separate, it  
54 would be clearer. Matt Lydon said if Guy Scaife and Jack Sheehy could summarize and make clear the debt service  
55 that would help. Ms. Mitchell indicated when the Milford Improvement Team (MIT) first started, it was to raise  
56 funds for something. Vice Chairman Fougere said it was for the Town Hall auditorium renovation, the first Pump-  
57 kin Festival was to raise money for that and it grew from there. Ms. Mitchell asked if that is something that maybe

1 MIT wants to have as a fundraiser for something like the clock on Town Hall that needs refurbishment? Selectman  
2 Bauer said she will raise that at the next MIT meeting.

3  
4 **3. PUBLIC COMMENTS (regarding items that are not on the agenda).** George MacDonald, Johnson Street,  
5 indicated he has been to see this Board several times regarding the water on his road that is not properly drained and  
6 was supposed to be fixed by the town; he wants it fixed. The ice in his driveway (during winter) needs to be fixed.  
7 He is sick and tired of coming here and he wants it fixed. Chairman Daniels said he went out to Johnson Street, but  
8 he is not an engineer. Mr. MacDonald acknowledged an engineering firm had been hired by the town but said it  
9 was not fixed to plan. Chairman Daniels said Board members went out and had an engineering plan done and Mr.  
10 MacDonald was asked to sign a release. Mr. MacDonald said he asked several times for paperwork and how much  
11 was spent on asphalt and said he never received it. Guy Scaife explained that over \$10,000 of taxpayer money has  
12 been spent on the re-working of his driveway; it was engineered by a third party. The Town has done its work and it  
13 was signed off by the engineer that it was built to plan. It was left that if Mr. MacDonald is still unhappy, he needs  
14 to hire an engineer to have an engineer come out and show the town the error. Mr. MacDonald said that letter does  
15 not say that it was to the plan, if it was to plan, he would not be standing here right now. The town did it wrong and  
16 he wants it fixed, he wants it per the plan. Mr. MacDonald said if you look at the plan, the work is not to the plan.  
17 The town should have never attempted to do what it did. Will this issue just continue to get swept under the carpet?  
18 Chairman Daniels does not know how much more the town can do. The engineer came back and signed off on it.  
19 Mr. MacDonald asked for a copy of it and has not received it. Guy Scaife asked if Mr. MacDonald's complaints  
20 could be put in writing and the town can attempt to address them.

21  
22 Roger Pelletier, 19 Johnson Street, had never seen it this bad. Someone needs to do something, this past winter  
23 there was two inches of ice. The water comes down the middle of the street; it is dangerous when it freezes. Some-  
24 one needs to make it good. When it is pouring rain, come see what the water does on Johnson Street. Mr. MacDon-  
25 ald called about a stone wall being put on the side of Johnson Street that he wants removed. Guy Scaife said the  
26 town disagrees with Mr. MacDonald's analysis. Mr. MacDonald said it is in the town right of way, it should be  
27 moved so that later it is not a problem. There were no other comments. Vice Chairman Fougere asked who the en-  
28 gineer is that the town uses. Guy Scaife said there are three different engineers used by the town, virtually all roads  
29 in Milford had ice issues this past winter, we will be glad to look at Mr. Pelletier's home and drainage since that has  
30 not been looked at. Mr. Pelletier said he is retired and home all day. Guy Scaife said that whole area has had a  
31 drainage problem for a while, it was never said it would be perfect. Most people feel it is better than it was. Mr.  
32 Pelletier did not have water in his driveway before and this past winter.

33  
34 Vice Chairman Fougere said if the water is not reaching the catch basin, there is a problem. Chairman Daniels said  
35 there is water that going in the catch basin but he did not notice how much was going down the middle of the street.  
36 Mr. Pelletier would like Board members to see what happens in heavy rain.

37  
38 **4. DECISIONS**

39  
40 a) **CONSENT CALENDAR.** Chairman Daniels asked if any items need to be removed from the Consent  
41 Calendar for discussion. Item 4a3 was removed at the request of Chairman Daniels. Selectman Federico mo-  
42 tioned to approve the Consent Calendar with the exception of item 4a3 which was removed from the consent cal-  
43 endar for discussion. Vice Chairman Fougere seconded. All were in favor. Motion passed 4/0.

44  
45 1) **Request to re-appoint Becky Lorette, Kim Rimalover, Janet Urquhart as full members and Rodney**  
46 **DellaFelice as alternate member to the Conservation Commission.** This item was approved.

47 2) **Request for Approval of Residence in Industrial or Commercial Zone Map 31 Lot 8.** The request for  
48 approval of (1) Residence in Industrial or Commercial Zone, Map 31, Lot 8 was approved.

49 3) **Request for Approval of Exempt Properties (38).** The request for approval of (38) Exempt Properties for  
50 Approval was removed from the Consent Calendar by Chairman Daniels for discussion. Chairman Daniels  
51 indicated that he is associated with one of the properties listed and therefore will abstain from this vote.  
52 Vice Chairman Fougere moved to approve the listing of Exempt Properties (38) as recommended by the  
53 Town Assessor. Selectman Bauer seconded. All were in favor with Chairman Daniels abstaining. Motion  
54 passed 3/0/1.

55 4) **Request for Approval of Jeopardy Tax Warrant, Map 52, Lot 26/1.** Request from Town Assessor Marti  
56 Noel to approve a Jeopardy Tax Warrant requiring that taxes be paid in full prior to removal or demolition  
57 of the manufactured home on the property at 53 Colburn Road was approved.

- 1 5) **Request for Approval of Jeopardy Tax Warrant, Map 30, Lot 7-A.** Request from town Assessor Marti  
2 Noel to approve a Jeopardy Tax Warrant requiring that taxes be paid in full prior to removal or demolition  
3 of the manufactured home on the property at 12 Vine Street was approved.
- 4 6) **Request for Approval of Timber Tax Levy (4) Map/Lot 47 14-6, Map/Lot 47-34, Map/Lot 47-37 and**  
5 **Map/Lot 50-4-4.** The requests to approve a Gravel Tax Levy (4) and issue a Tax Warrant for Map 47, Lot  
6 14-6 in the amount of \$487.74, Map 47, Lot 34 in the amount of \$848.79, Map 47, Lot 37 in the amount of  
7 \$255.28 and Map 50, Lot 4-4 in the amount of \$694.00 were approved.
- 8 7) **Request for Approval of 31:95(b) – Acceptance and Appropriation of Unanticipated Revenues Under**  
9 **\$5,000.** The request for approval of unanticipated revenues under \$5,000 were approved as follows:

Source	Amount	Purpose
Bob and Terry Carson	\$ 500.00	Donation to be used for the Kaley Softball Field Special Purpose Fund.

10  
11  
12  
13  
14  
15 b) **OTHER DECISIONS.**

16  
17 **5. TOWN ADMINISTRATOR REPORT:**

18 a) **Miscellaneous.** Guy Scaife reported that the Department of Labor inspection report has not been received  
19 yet. The feasibility study for the dam removal for two dams is moving forward and they will meet in a couple of  
20 weeks to discuss holding a public meeting. The reports will be in draft mode until after the public hearing which is  
21 to explain the report to residents and get public feedback which will get incorporated into the documents; at that  
22 point it will be up to the Board of Selectmen whether or not to bring it to voters. By the next regular Board of Se-  
23 lectmen meeting we will have a tentative date for the public hearing and will have filed the draft report on the town  
24 website but will not print a copy of the report for everyone, as it is about 700 pages. We will probably have the rec-  
25 ommended date for the public hearing (in about 1-2 months) at the next Board of Selectmen meeting. Vice Chair-  
26 man Fougere noted that the public hearing needs to be held at a time of day when people can attend and not when  
27 people are on vacation or at work as the last public hearing was held.

28  
29 **6. DISCUSSIONS.**

30 a) **Town Hall Renovations.** Steve Sareault, BAC, has watched the meetings regarding the renovations at  
31 town hall. Nothing touches our citizens more than the roads and bridges in town. Osgood Pond might  
32 come back. I would ask the Board to think about not flooding the ballot in March with a lot of initiatives  
33 but look at taking care of the roads and bridges. Please think about the projects; we have to get information  
34 out to the citizens before the ponds and dams. Selectman Bauer responded that roads and bridges are the  
35 top priority for the Board of Selectmen. Chairman Daniels feels it is a high priority. Mr. Sareault wants to  
36 make sure it is a top priority before the Library or Town Hall or Osgood Pond. Vice Chairman Fougere  
37 said the CIP has had a lot of these projects on it for a while, the reason the Board has a CIP is to keep  
38 things on a schedule and keep taxes flat, the more things on warrant articles, the more likely they will get  
39 voted down. Mr. Sareault said the use of lease purchase agreements and how much interest is paid is a new  
40 way of getting vehicles. Milford used to use a capital reserve fund for vehicles and we got away from it  
41 mainly because it would be paid for by citizens who would then leave town. The revolving capital needs  
42 require Fire Trucks, DPW and Police vehicles to be replaced. Chairman Daniels indicated this Board has  
43 started to move back into the capital reserve funds since the last town election for roads and bridges.  
44 Chairman Daniels asked if there is a schedule on the vehicles that shows how long they are expected to last.  
45 Guy Scaife said DPW and the Fire Department have those schedules.

46 b) **Board of Selectmen Goals Review 2014.** Vice Chairman Fougere has no problem with his assignments.  
47 Chairman Daniels asked if there are any that the Board wants to do away with. Some might be incumbent  
48 on departments to finish. Selectman Federico said this Board has quite a few items that Guy Scaife actually  
49 administers rather than the Board of Selectmen. It might be better if we have a list of ongoing town pro-  
50 jects and a separate list of goals for the Board. We are putting all of this on the Board of Selectmen goals  
51 and tasks where it might be something that is done by a department. We should put those items under the  
52 department under the Town Administrator oversight. Chairman Daniels indicated this Board wants to en-  
53 sure the minutes of the committees are posted on the website. Vice Chairman Fougere suggested there are  
54 two separate things that are not goals for this Board. Selectman Federico said he is willing to divide the list  
55 into two lists. All concurred to the assignments they are responsible for on the list of goals.

56  
57 **7. SELECTMEN’S REPORTS / DISCUSSIONS.**

a) **FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES.** Vice Chairman Fougere indicated there is some landscaping at the Ambulance facility that is looking bad but is under warranty and when it warms up we can see what has survived the winter and get that taken care of. Chairman Daniels said the Recycling Committee met recently and the permit is being worked on for the mobile office at the Transfer Station; some things need to go through the formal process and be ADA acceptable. The committee is interested and excited in getting that going. Vice Chairman Fougere asked what the ETA is. Guy Scaife said he is not ready to commit to an estimated time of arrival, the design needs to be finalized and the access has to be engineered and the counter needs to be ADA compliant. Guy Scaife said there is nothing new on the South Street project, but the easements with PSNH are being worked on and drafting documents for them and Fairpoint. A temporary driveway will be required. In a few weeks Bill Parker plans to be out knocking on doors and that is on target. The Emerson Road project is still on target. Chairman Daniels asked about the DPW strategy on roads, it would be helpful to know how they will go about fixing the roads. Guy Scaife had a conversation with Rick Riendeau and it depends on what is being done (to the road), in some cases overlay is sufficient. The intent was never to just pave all the roads. Nashua Street to the railroad tracks has been very disappointing. That is being looked at. Next Monday night, May 5 at 5:30 the Board of Selectmen will have a work session discussion about road repairs in town. Chairman Daniels asked if road repairs have a warranty. Guy Scaife answered yes.

b) **OTHER ITEMS (that are not on the agenda).**

**8. APPROVAL OF FINAL MINUTES.** Vice Chairman Fougere moved to approve the Board of Selectmen minutes of March 31, 2014 as presented. Selectman Federico seconded the motion. All were in favor. Motion passed 4/0.

**9. INFORMATION ITEMS REQUIRING NO DECISIONS.**

**10. NOTICES.** Notices were read by Chairman Daniels.

**11. NON-PUBLIC SESSION.** Vice Chairman Fougere moved to enter into Non-public session at 7:45 p.m. in accordance with RSA 91-A:3 II for Personnel. Chairman Daniels seconded. All were in favor. Motion passed 4/0. After discussion, Vice Chairman Fougere moved to approve the non-public minutes of March 31, 2014. Selectman Bauer seconded. All were in favor. Motion passed 4/0. Vice Chairman Fougere moved to re-seal the non-public minutes of March 31, 2014. Selectman Federico seconded. All were in favor. Motion passed 4/0. Vice Chairman Fougere moved to seal the minutes of this non-public session. Selectman Federico seconded. All were in favor. Motion passed 4/0. Vice Chairman Fougere moved to exit non-public session. Selectman Federico seconded. All were in favor. Motion passed 4/0. Chairman Daniels announced that in non-public session the Board approved non-public minutes of March 31, 2014 and discussed a Personnel issue.

**12. ADJOURNMENT:** There being no further business to come before this Meeting, Selectman Federico moved to adjourn at 8:53 p.m. Selectman Bauer seconded. All were in favor. Motion passed 4/0.

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Gary L. Daniels, Chairman

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Mark Fougere, Vice Chairman

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Katherine Bauer, Member

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Kevin Federico, Member

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN WORK SESSION

May 5, 2014

**PRESENT:** Gary Daniels, Chairman  
Katherine Bauer, Member  
Kevin Federico, Member  
Mike Putnam, Member  
Guy Scaife, Town Administrator  
Darlene J. Bouffard, Recording Secretary  
Niko Giokas, Videographer  
Ethen Brocklehurst, Videographer

**EXCUSED:** Mark Fougere, Vice Chairman

**1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING**

**INSTRUCTIONS:** Chairman Daniels called the public work session to order at 5:30 p.m. Chairman Daniels led the audience in the Pledge of Allegiance, and then introduced members of the Board, noting that Vice Chairman Fougere is excused from tonight's meeting. Chairman Daniels indicated that those people in the audience who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG Access live broadcast.

**2. DISCUSSIONS.** Tonight's meeting is called to discuss the condition of Milford roads with DPW Director Rick Riendeau and Cartegraph Representative Valerie Lange. Guy Scaife commented that the Cartegraph is one method that can be used to evaluate the town roads and sidewalks as well as curbing, signage, etc. as well as the condition of them. This would then be used to create an inventory on the computer which could be updated as work is done. The town must look at the town wide operations, which are the back bone of the town, driven with some type of software application. Water utilities, finance, tax collection, car registration, planning, assessing, zoning, GIS, billing, payroll all use very sophisticated software applications. This would be a way to use software to inventory and also to track the town's infrastructure. The town already owns the software and is using it for work orders, but are still lacking in applications to manage the business and strategic view of department assets, long term plans and uses. Rick Riendeau has identified the shortcomings of his department and has worked toward resolving those shortcomings. We talk about evaluating roads and the value of assets that DPW manages. Rick Riendeau will review the assets, some of which have a sufficient inventory and are difficult to manage (signs). If a sign is run over, it must be replaced, there is sometimes a question as to what sign had been there, and any new signs erected must have the reflector style. The list the town has identifies over 1,100 signs for which there is over 90% accounting. With the right application and capabilities we are developing we could look the sign up in this software to look at what type and size of sign is required when a replacement request is received.

Rick Riendeau said in looking ahead he wants to show the Board of Selectmen what he is looking at and what is in his head for the future. There are 95 miles of roads and traffic signs as well as sidewalks that must be inventoried. There are also 30 miles of drainage, bridges, parking lots, guard rails, 432 street lights, 15 parks, five dams, 5 cemeteries, two pedestrian bridges, and 18 DPW vehicles. There are fourteen buildings under DPW and there is a town pool, dugouts, the bandstand, the new pergola, still good shed, and warming hut. It can be just a sign or something more complex such as a building so that the department can plan long term projects and get them into a rotation and budget for that. This is an integral system which will track the life cycle to manage the town assets. We have a millions of dollars' worth of assets that we need to manage. Selectman Putnam asked if DPW manages those assets now. Rick Riendeau responded yes, but it is difficult the way it is tracked now, all the buildings to keep track of, it will take a while before we can tell how much is in one building. It is important to keep it in one place. Selectman Putnam does not want the people watching to think we do not track it. Rick Riendeau said we do track it but this is a software program that will assist with that. Selectman Bauer asked if a few more assets could be listed. Rick Riendeau responded the Library, Town Hall, Library Annex, DPW, Ambulance facility, Facility Maintenance Building, Fire, Police, DPW garages, Transfer Station, Pool House, dugouts, there are a lot of structures out there that need routine maintenance. We need to track things for those buildings. Selectman Bauer thinks the general public does not think about how many town buildings there are. Rick Riendeau started to look around when there was the Federal mandate for signs. The Federal law says we must inventory them and have a plan. First you have a list of signs, then the retro reflectometry is required when developing a plan to see how many need to get that and then

## DRAFT MINUTES OF BOARD OF SELECTMEN WORK SESSION – 05/05/14

1 keep track of the ones that get replaced. This will help with budgeting and long term planning. Asset management,  
2 utilizing the inventory and input of data for the inventory, the Cartegraph is very appealing because it is a modular  
3 type system. You can buy each system as you go along. Milford bought the sign package, then the Work Order  
4 system and would like to get storm water and then paving. The software has different modules that tie together.  
5 Cartegraph has applications where the public can report road conditions or pot holes as well, which can be looked at  
6 by staff, a work order can be developed and it goes out as a work order. Then the information can be pulled up or  
7 the work that has been done can be tracked. This also ties into the GIS system and can help determine how to budg-  
8 et. It helps in budgeting and also long term budgeting. We can add modules for water and sewer, traffic lights,  
9 cemeteries. Citizens can get emails back when work has been completed if they originated the required repair.

10  
11 Chairman Daniels asked when someone calls in with a report of a pothole, will a DPW employee be sent out to ex-  
12 amine how serious the damage is? Rick Riendeau said that is correct and it also is sent to the foreman to go out and  
13 check it. The presentation provided tonight provides asset information and notes that everything deteriorates at  
14 some point; we want to take care of it before it deteriorates too much because it is more cost effective. Everything  
15 does have a life cycle. Rick Riendeau would like to go through and pickup data using the mobile Cartegraph ser-  
16 vice instead of collecting it manually, that way it would be entered into the software. This would require their van to  
17 drive all the town roads with the equipment to determine condition and it also takes a 360 degree picture which doc-  
18 uments signage, etc. By having Cartegraph do it, it can be done within a few months; if we did it manually it would  
19 take at least a year. Sidewalks and signs would also be documented at the same time. The process is all videotaped  
20 and accessible by the town afterwards. Selectman Putnam asked if the town owns that data? Rick Riendeau said the  
21 town does own it, they collect it in their format but then we own it. Selectman Putnam asked if this is just a module.  
22 Rick answered yes this is a mechanism to get a baseline of what we have right now. We own the software already.  
23 Selectman Federico asked if the town already owns the surface road management module. Rick answered yes but  
24 with no information in it. Selectman Federico asked if the town has sent employees out to fill out the information.  
25 Rick answered no. The system that Cartegraph uses is to drive the street three times, and take the average of what-  
26 ever they are looking at. When it is driven, it takes in information on eight different things that would be a lot to  
27 have employees do, we do not have staff to do that.

28  
29 Selectman Federico clarified we are talking about hiring Cartegraph to do this job to collect the data, and it will give  
30 us everything on every road, and then be dumped into a database that is usable. Selectman Federico asked if we can  
31 set priorities for higher traffic roads. Rick answered yes, it is a great planning tool, for example, what if we have a  
32 set amount of money to take care of certain problems, and this can crunch that number to tell us what we can do  
33 with that money. Rick does not believe it is a total inventory of things like curbing. Sometimes it is found but is not  
34 a full inventory. Rick would like to start with this and use it as a baseline and go from there. Selectman Federico  
35 asked if DPW is already using the Work Order module. Rick answered yes, for highways, buildings, cemeteries and  
36 parks, over 700 work orders have been processed since January. Selectman Federico asked if the employees are  
37 already familiar with this software. Rick answered yes. Selectman Putnam wants to find out what towns have used  
38 this and to see some data. Selectman Federico asked what Milford has been doing so far. How has Milford been  
39 managing assets? Rick said since he has been in this position, he tried to do some asset management for main and  
40 secondary roads. His focus was on the main arteries, while at the same time working on some main feeder roads  
41 that get more traffic. Every two or three years, this could be done; first get a baseline established then the main  
42 roads every couple of years and secondary roads every 3-4 years. Once the data is in the first time, it is easier to  
43 manage.

44  
45 Chairman Daniels said winter affects roads, some roads were in good condition before last winter and now they are  
46 some of the worst roads in town. Rick said this would start with the baseline this year, and every time work is done  
47 on the road, it is entered into the module. Then the town can track long term. Guy Scaife indicated typically, it is  
48 not a lot of change each year. Once in a while there might be an emergency, but instead about 80% of the plan will  
49 be consistent year to year. Chairman Daniels questioned how it gets moved to a higher priority. Rick answered this  
50 is not something that will tell us everything, we still have to track it over the years, this will just help determine what  
51 roads need to be crack sealed, chip sealed, paved, etc. This is an extra tool to help us plan. Right now we do not  
52 have enough money to maintain the roads every year. Selectman Federico said the answer is there is no instant pay  
53 off because you are going to have to get a certain amount of information and time for a particular road to see how it  
54 degrades over time; each road is different. This is for better planning and better tracking. Selectman Bauer said you  
55 are not going to get a magic answer but this will give you a baseline and an objective overview of the roads. This is  
56 a good idea. Selectman Putnam asked if it just scans the surface or does it go down layers beneath the pavement.  
57 Valerie Lange answered it scans the surface level. Rick said a lot of the actions that happen on the surface affect the  
58 layers below the surface. There is a lot of information gained from just looking at the surface. Valerie Lange added

1 if a user of a particular road with defects gets reported then the DPW Director can track it so that the problem gets  
2 resolved before it gets worse. A presentation of the software currently being used by DPW was provided by Valerie  
3 Lange. Selectman Putnam reiterated that tonight’s meeting is to talk about having Cartegraph go out to drive the  
4 van to collect the data? Rick said yes but he wanted the Board of Selectmen to understand why he wants to have  
5 this done and what it can be used for. Guy Scaife said the Board of Selectmen is frequently asked how much money  
6 is needed for road maintenance, for which \$300,000 is not enough. What is the right number? With the right data  
7 we can get a number that is correct. This software can tell us how much a certain amount of money will get done.  
8 That data can be identified through this software. Chairman Daniels asked how long it will take to establish the  
9 baseline. Rick answered about one year, but Cartegraph can collect the data based on a national standard in a few  
10 days. Chairman Daniels asked about the degradation of the roads during that time. Valerie Lange answered based  
11 on the baseline and the degradation in a year or two, you can tell how much will need to be fixed and then run the  
12 analysis again. A new list will be generated based on the data for that year. Each year you will get new data on  
13 roads that need certain things done, after a few years you will have a history that shows what is working and not  
14 working. The system looks at the pavement and gets updated with the new information that is entered into the sys-  
15 tem, when Rick receives 15 requests to look at a road; it brings that road back to the top of the list for a repair.  
16 There will be less human intervention but it will still need human intervention. Last winter was very difficult on the  
17 roads, the cold cycle messed up a lot of roads. We do not typically get the number of pot holes that we got this year.  
18 That is associated with cold weather, the cracks cause the water to get down and pop the pavement up. That does  
19 not happen every year. The staff does still go out and inspect damaged roads. There is still human intervention and  
20 we will build that data. Right now we do not have anything. Rick would rather have this tool to help him budget.  
21 Valerie Lange said the calls for a complaint requires a staff member to go inspect it and that will drop the condition  
22 of the road and bring up the priority of the road to a deteriorated condition.

23  
24 Rick said we have to start somewhere. Every road did not get paved at the exact same time. There is a cycle for all  
25 the roads; we just need to have a starting point. Selectman Federico stated if there is an unusually difficult winter  
26 how will the analysis be done? Where is the algorithm that is determining how the weather impacts the roads? Va-  
27 lerie Lange said the baseline, then an inspection, all adds to the condition rating, creating a performance curve based  
28 on the material used. If the staff then goes out and enters data, that changes the curve depending on what they dis-  
29 cover, when it is improved it brings the road back up the curve. The analysis is based on standards. Rick said we  
30 will develop our own area history. Valerie Lange said as far as signs, the overall condition and life of a sign is in-  
31 put. Selectman Federico is just trying to understand how much opinion is taken out and how much is scientific and  
32 how much is opinion. Guy Scaife said we are starting with 100% of the national standard, but over time DPW will  
33 have the option to go up or down but not until there is some history. Selectman Putnam asked how much does it  
34 cost. Valerie Lange said the town is charged per mile and then for any additional services. Selectman Putnam asked  
35 if we can do the entire town but then come back based on the observations or request a couple roads or more. Rick  
36 said yes. Selectman Putnam asked if this is a one-time cost to get a baseline for the entire town. Rick said yes.  
37 Chairman Daniels asked if the baseline of the town will tell us what we can do for \$300,000, then over the year we  
38 can identify defects and what may have been set up for the second year can be changed based on some roads getting  
39 worse or improved. So the second year might be the result of what we took as a baseline but changed based on what  
40 was improved during the year. You may not need to ever do a baseline again for all the roads. Rick answered yes  
41 and right now the machine has the national standards, eventually we can have our own analysis. We need to get  
42 baseline established and move forward from there. Chairman Daniels asked how much the baseline will cost. Rick  
43 answered \$60,000. Selectman Federico asked what the user interfaces are. Is it a web-based application? Valerie  
44 Lange answered it is a software based desktop application. Selectman Putnam asked if there is any other cost than  
45 the \$60,000. Valerie Lange answered Cartegraph provides information that you can give out to citizens so that they  
46 know what it is. The vehicle looks like the Google truck with apparatus on the roof. When people see it, they may  
47 think it is the Google truck. Selectman Putnam asked how much money this will save the town. Rick answered the  
48 time frame it takes our people to do this versus having them do it, then entering the information in the database. If  
49 DPW personnel do it, the town would also not have the 360 degree views. Selectman Putnam asked for a rough  
50 number of what it would cost if our own personnel collects the data and does data entry, so that the Board can make  
51 an informed decision.

52  
53 Guy Scaife noted if the town employees do this data collection, there is training required and to have them all be  
54 consistent would be difficult. If Cartegraph does the data collection it would be consistent and be put into the data-  
55 base. Selectman Bauer likes that it would save time and not take staff off their regular duties and it would be more  
56 objective. Selectman Federico understands where Selectman Putnam is coming from, but the town does not have  
57 the data collection equipment plus the labor, so it might cost more, Selectman Federico feels it would cost more than  
58 \$60,000 if the town did it themselves. Selectman Federico does not think it is an easy job.

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For over 200 years, Selectman Putnam said the roads have been maintained by visual inspection by the employees of the town. Things change but money talks. If \$60,000 will save the town \$30,000, Selectman Putnam understands that. Rick Riendeau noted that the last data entry of roads was done in 1999. Selectman Federico understands what Selectman Putnam is saying, but thinks the collection of data would cost the town more than \$60,000 but what it will save the town in the long run is a separate argument. Selectman Bauer indicated it saves us time and money and it is more objective, that sounds like a better way to go if we can find out the financial benefit. Valerie Lange said she can get that information. Selectman Putnam does not want to have a \$60,000 expense every year. Rick Riendeau said it would just be for one year; currently there is no data in the database to provide budgetary estimates, that is the data that needs to be collected. Selectman Putnam asked if traffic volume is factored into the calculation. Rick responded that it is. Selectman Putnam asked where the money would come from. Rick Riendeau said some would come from the paving budget and some from the engineering budget since he views it as part of paving for the year. Chairman Daniels said it will give the Board of Selectmen another tool as well to identify how much it would cost to do all the town roads. Valerie Lange noted what the town is getting for \$60,000 includes the inventory of pavement assets in one system, overall condition of those assets, and she can work with Rick on the return on investment. Selectman Putnam suggested at the next Board meeting we should look at the information requested. Guy Scaife said a lot of the \$60,000 will go toward the asset inventory; it will at least help us to have an accurate measurement for town assets. Selectman Federico asked if this could be used for the Water/Wastewater Department, or could they have access to the information? Rick said they could. Selectman Putnam said that department has its own program for that, but if we needed it, I am sure this could be used. Rick said if the Water/Wastewater Treatment Facility wanted to use this, they could add their data and it would all tie together. It has a lot of potential.

Selectman Federico asked how long it would take to get the data collected. Valerie Lange responded the data collection only takes 2 or 3 days, and then there is the analysis and input of the data into the database. Rick said this will give the town a great planning tool for budget season. This is a worthwhile tool to have. We are working on the bridges now. Selectman Putnam asked when a decision is needed. Rick said the sooner the better. Selectman Putnam asked how much notice Cartegraph needs to set it up. Valerie Lange responded right now we are scheduling out about one month. Selectman Bauer asked if this Board could decide at the next regular Board meeting. Guy Scaife thinks that is reasonable. Selectman Putnam would like the cost analysis and email of other towns that have used this system for the next meeting. All Board members thanked Rick and Valerie for the presentation. Rick wants everyone to know where he would like to bring his department. Selectman Putnam stated that \$60,000 would repair a lot of roads too and asked if this is a good year to spend the money on this type of thing? Rick stated there is never a good time.

**3. ADJOURNMENT:** There being no further business to come before this Meeting, Selectman Putnam moved to adjourn at 7:15 p.m. Selectman Federico seconded. All were in favor. Motion passed 4/0.

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Gary L. Daniels, Chairman

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Katherine Bauer, Member

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Mike Putnam, Member

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Kevin Federico, Member

**9. a) Treasurer's  
Report April 2014**

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**TOWN OF MILFORD FINANCE DEPARTMENT**

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**TO:** BOARD OF SELECTMEN  
**FROM:** JACK SHEEHY, DIRECTOR OF FINANCIAL OPERATIONS  
**SUBJECT:** TREASURER'S REPORT, APRIL 2014  
**DATE:** 5/13/2014



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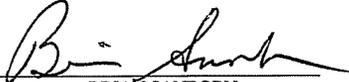
Please find attached the Treasurer's Report for the month of April 2014.

Deposits processed for the month totaled \$820 thousand while cash disbursements processed for the month totaled \$2.9 million.

Variances on "Detail Statement of Other Revenues" include: Contributions & Donations, donation received for a cardiac monitor in 2013, not in 2014; Intergovernmental – Federal, zoning grant received in April 2014, not in April 2013; Intergovernmental – State & County, forest land reimbursement received in April 2014, and in May 2013.

TREASURER'S REPORT  
TOWN OF MILFORD, NEW HAMPSHIRE  
APRIL, 2014  
(unaudited)

	CHECKING ACCOUNT	ESCROW ACCOUNT	NHPDIP ACCOUNT	DISBURSEMENT ACCOUNT	LAKE SUNAPEE ACCOUNTS	TOTAL
Beginning Balance as 4/1/14	6,628,274.68	64,461.70	90.01	100,162.71	10,609.03	\$ 6,803,598.13
<b>Receipts:</b>						
Taxes and Interest	317,330.85	-	-	-	-	\$ 317,330.85
Water & Sewer User Fees	136,227.10	-	-	-	-	\$ 136,227.10
Other Revenues - (See Detail Schedule)	368,717.78	-	-	-	-	\$ 368,717.78
Ambulance	-	-	-	36,047.01	-	\$ 36,047.01
Recreation	-	-	-	3,745.00	-	\$ 3,745.00
Escrow Deposit	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	\$ -
Interest Income	-	0.53	-	-	1.47	\$ 2.00
Investment Transfers	-	-	-	-	-	\$ -
TAN Deposit	-	-	-	-	-	\$ -
Bond Proceeds	-	-	-	-	-	\$ -
<b>Total Receipts:</b>	<b>\$ 822,275.73</b>	<b>\$ 0.53</b>	<b>\$ -</b>	<b>\$ 39,792.01</b>	<b>\$ 1.47</b>	<b>\$ 862,069.74</b>
<b>Disbursements:</b>						
Accounts Payable Warrants	(788,553.02)	-	-	(4,833.23)	-	\$ (793,386.25)
Payroll Warrants	(346,606.28)	-	-	-	-	\$ (346,606.28)
Milford School District Appropriation	(1,800,000.00)	-	-	-	-	\$ (1,800,000.00)
Hillsborough County Appropriation	-	-	-	-	-	\$ -
Escrow Transfers	-	-	-	-	-	\$ -
Investment Transfers	-	-	-	-	-	\$ -
TAN Disbursement	-	-	-	-	-	\$ -
Suntrust Disbursement	-	-	-	-	-	\$ -
Bank Charges	(935.52)	-	-	-	-	\$ (935.52)
Voided Checks	1,496.81	-	-	-	-	\$ 1,496.81
<b>Total Disbursements:</b>	<b>\$ (2,934,598.01)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,833.23)</b>	<b>\$ -</b>	<b>\$ (2,939,431.24)</b>
<b>Ending Balance as of 4/30/14</b>	<b>\$ 4,515,952.40</b>	<b>\$ 64,462.23</b>	<b>\$ 90.01</b>	<b>\$ 135,121.49</b>	<b>\$ 10,610.50</b>	<b>\$ 4,726,236.63</b>

  
 BRIAN SANBORN  
 TOWN TREASURER

**TOWN TREASURER  
 DETAIL STATEMENT OF OTHER REVENUES**

<b>DESCRIPTION</b>	<b>APR 2014 AMOUNT</b>	<b>APR 2013 AMOUNT</b>
Business Licenses & Permits		
Cable Franchise Fee		
Motor Vehicle Permit Fees	205,457.00	190,635.60
Building Permits	4,299.40	16,634.73
Dog Licenses	3,417.00	4,007.00
Marriage Licenses	180.00	360.00
Civil Union Licenses		
Taxi Cab Licenses	75.00	75.00
Vital Records	1,665.00	1,605.00
Fire Alarm Permits & Fees	1,165.00	1,560.00
Site Plan/Subdivision Fees	736.31	
Zoning Application Fees		257.50
Miscellaneous Other Permits & Fees	345.00	605.00
Intergovernmental - Federal	23,582.96	1,387.08
Intergovernmental - State & County	5,011.03	
Income from Departments	113,142.34	105,143.99
Sale of Town Owned Property		
Rental of Town Owned Property	3,630.00	6,312.80
Fines and Forfeits	275.00	9,731.69
Insurance Reimbursements		
Misc. Other Reimbursements	1,236.74	543.82
Contributions & Donations	4,500.00	36,140.00
Other Grant Revenue		
Impact Fees		
General Obligation Bonds		
Inspection Fee Escrows		
MACC Base - Surplus Return		
Deposits & Prepayments		
Transfers from Trust Funds		
Legal Settlement		
Transfer in from Special Purpose Funds		
Transfer from Capital Reserve		
 GRAND TOTAL:	 <u>\$ 368,717.78</u>	 <u>\$ 374,999.21</u>