

5:30 - Approval of Land Use Change Tax for 4 Parcels: Map 41 Lot 74-1, Map 54 Lot 2-1, Map 50 Lot 7 and Map 43 Lot 61. Correction for Land Use Change Tax Map 50 Lot 7-2. - Marti Noel

MEMORANDUM

DATE: January 27, 2020

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

**RE: Land Use Change Tax (LUCT) for 4 parcels: 41/74-3, 54/2-1, 50/7, 43/61  
And correction for LUCT Recorded Document for 50/7-2**

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Parcel **41/74-3** had a portion of the lot out of Current Use, but is expanding that area to include enough space to construct a single family home. The LUCT billed represents the portion still needed to be removed to accommodate that.

Parcel **54/2-1** requires a small portion of land be removed for the construction of an accessory building in support of a single family home on an adjacent lot. This size and location of this area is considered adequate as residual land and assessed accordingly.

Parcel **50/7** is a building site recently sold and no longer qualifies for Current Use due to size with no contiguous parcels under identical ownership.

Parcel **43/61** also is a building site that recently sold and no longer qualifies for current use due to size with no contiguous parcels under identical ownership. This parcel sold with approvals for a 9 unit apartment building, which enhances the value.

Parcel **50/7-2** is a corrective document for recording at the HCRD to correct a Land Use Change Tax Notice filed in 2017 which was recently discovered to reference an incorrect parcel. There is no Tax associated with this as it is correctional only.

The property owners have been notified of the action being taken tonight regarding their property.

The Land Use Change Tax is based on 10% of estimated market value at the time of removal from current use.

Thank You



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055 TEL: (603)249-0620 WEB: WWW.MILFORD.NH.GOV

**MEMORANDUM**

**Date:** January 22, 2020  
**To:** Board of Selectmen  
Mark Bender, Town Administrator  
**From:** Lincoln Daley, Community Development Director  
Arene Berry, Recreation Director  
127 Elm Street Building Subcommittee  
**Subject:** RFQ 2019-002 – Milford Community Center Feasibility Study  
Recommendation – Preferred Consultant

The intent of this memorandum is to summarize the consultant selection process for the Request for Qualifications for the Milford Community Center Feasibility Study (RFQ 2019-002) and Committee recommendation for the preferred consultant for Board approval. Lastly, the Committee is requesting the authorization of the Board to expend \$60,000 from the Keyes Park Expansion Committee Project Capital Reserve Fund to complete the feasibility study.

The Town received six responses to the Request for Qualifications by the September 24, 2019 project deadline. The Committee subsequently reviewed the proposals to ensure that each met the minimum submittal requirements, qualifications, and eight selection criteria stated in the RFQ document. Upon completion of this first round of review, the Committee narrowed the number of consulting firms to three. Each of the three selected companies were then interviewed by the Committee members for further evaluation and to respond to additional questions. The companies were then asked to provide a scope and project fee for their services.

In evaluating the initial scope and fee submitted by the three selected companies, Committee members determined that the overall cost estimates far exceeded the anticipated funding for the project. In an effort to make the project financial manageable while meeting intent and project scope of the RFQ, Committee members requested that each company resubmit a scope and fee with project budget not to exceed \$60,000.

After careful review and consideration, the 127 Elm Street Building Subcommittee is recommending The H.L. Turner Group, Inc. as the preferred consultant totaling \$59,815. All the three selected firms were well qualified to complete the feasibility study and submitted a similar project cost. The Committee chose The H.L. Turner Group, Inc. based on their assembled team, understanding of the project, experience with similar and comparable municipal projects, final scope of work, and references.

With the Board's approval and authorization, the Committee is requesting the necessary funds to complete project from the Keyes Park Expansion Committee Project Capital Reserve Fund.

Attached please find copies of the following:

- 1) RFQ No. 2019-02 Community Center Feasibility Study – Request for Qualifications
- 2) The H.L. Turner Group, Inc. RFQ Submittal Response
- 3) The H.L. Turner Group, Inc. – Scope and Fee
- 4) GBA Architecture & Planning – Scope and Fee
- 5) Bargmann Hendrie + Archetype, Inc. – Scope and Fee



**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2019-002**  
**COMMUNITY CENTER FEASIBILITY STUDY**

Due September 24, 2019

No later than 4:00 P.M.

**Deliver to:**

Town of Milford  
Town Hall, 1 Union Square  
Milford, NH 03055  
Attn: Lincoln Daley, Director of Community Development

Tel. 603-249-0620

Fax 603-673-2273

[ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)

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

**TOWN OF MILFORD**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2019-002**  
**COMMUNITY CENTER FEASIBILITY STUDY**

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**INFORMATION**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2019-002**  
**Community Center Feasibility Study**

The Town of Milford, New Hampshire is seeking proposals for a Community Center Feasibility Study. Information is available on the Town of Milford website, <http://www.milford.nh.gov>.

The TOWN will hold a non-mandatory informational meeting on September 5, 2019, 10:00 AM, at the Milford Town Hall, Board of Selectmen Meeting Room, 1 Union Square, Milford, NH for any CONSULTANT seeking to submit a qualification statement in response to this RFQ. The meeting will include a site visit.

All correspondence concerning this RFQ shall be addressed to:

Lincoln Daley  
Community Development Director  
Town of Milford  
1 Union Square, Milford, NH 03055  
[ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)

The Town of Milford is committed to sustainability and, when economically feasible, strives to work with businesses that are integrating sustainability into their operations and can further the Town's sustainability objectives.

**I. GENERAL:**

The Town of Milford, New Hampshire (hereafter referred to as the TOWN) is seeking the services of a multi-disciplinary Consulting Firm or Team (hereafter referred to as the CONSULTANT) licensed in the State of New Hampshire and lawfully engaged in its field. Interested parties should respond to this Request for Qualifications (RFQ) on or before the time due for submission.

Following the receipt of the qualification statements, Town Staff will evaluate the submissions and select no more than three (3) CONSULTANTS for further consideration.

Emphasis in selecting a CONSULTANT will be placed on the CONSULTANT's experience in analysis and studies similar to those that the Town anticipates doing.

**II. PROPOSAL SUBMISSION:**

The TOWN will hold a non-mandatory informational meeting at 10:00 a.m., September 5, 2019 at the Milford Town Hall, Board of Selectmen Meeting Room, 1 Union Square, Milford, NH for any CONSULTANT seeking to submit a qualification statement in response to this RFQ. The meeting will include a site visit of the Keyes Memorial Park facility/property. Following the informational meeting, qualification statements must be received no later than 4:00 p.m. on September 24, 2019 to be eligible for consideration by the TOWN. Five (5) hard copies and one (1) electronic copy of qualification statements must be submitted in addressed to Lincoln Daley, Director of Community Development, Milford Town Hall, 1 Union Square, New Hampshire, 03055. Each qualification statement shall be submitted in a sealed envelope that is clearly marked "Request for Qualifications – Milford Community Center Feasibility Study".

**III. GUIDELINES FOR PROSPECTIVE CONSULTANT:**

It is the policy of the TOWN that contracts will be awarded only to a responsible CONSULTANT. In order to qualify as responsible, a prospective CONSULTANT must meet the following standards as they relate to this request:

- A. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organization, technical, and professional qualifications, skills, and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a satisfactory record of performance and documented successful completion of similar projects.

**IV. SELECTION PROCESS AND AWARD OF CONTRACT:**

Following receipt of the qualification statements, Town Staff will evaluate the submissions and select no more than three (3) CONSULTANTS for further consideration. This evaluation procedure may be supplemented with an interview of the CONSULTANTS being considered as well as reference checks.

All candidates that have submitted qualification statements who will no longer be considered will be notified of the TOWN's decision by email. Each top-rated CONSULTANT shall also be notified of its standing and will be requested to submit a detailed proposal to the TOWN within 15 days of notification. The proposal shall include a detailed scope of services describing the research, analysis and actions to be taken to complete the project, a timeline with milestones, and a fee schedule. This proposal, after evaluation by the TOWN, will be the basis of further negotiations between the TOWN and any or all of the top- rated CONSULTANTS.

Any contract entered into by the TOWN shall be in response to a CONSULTANT'S proposal and subsequent discussions and negotiations. The award shall be based on the TOWN being satisfied that the CONSULTANT has possession of adequate financial resources for performance, or ability to obtain such resources; possession of the necessary experience, organization, technical and professional qualifications, skills and facilities; ability to comply with the proposed or required time of completion or performance; possession of a satisfactory record of performance; and cost of the project. The resulting contract shall be a firm fixed price.

The contract will consist of this RFQ and any amendments thereto, as well as the CONSULTANT'S proposal as amended after negotiations and agreement by the TOWN of its terms, subject to appropriation of funds by the Milford Board of Selectmen.

#### **V. LIMITATIONS:**

This RFQ does not commit the TOWN to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.

The TOWN reserves the right to accept or reject any or all submissions or proposals received as a result of this request, or to cancel in part or in its entirety this RFQ, if in the best interest of the TOWN.

#### **VI. REVISIONS TO THE REQUEST FOR QUALIFICATIONS:**

Any questions or inquiries about this RFQ must be submitted in writing and must be received by the Community Development Office, no later than seven (7) calendar days before the deadline for submission of qualification statements in order to be considered. Any changes to the RFQ or requirements for the submission of the qualification statements will be provided on the Town's website.

#### **VII. TECHNICAL EVALUATION:**

In the evaluation of the statements, the TOWN at its discretion may obtain technical support from outside organizations. The CONSULTANT will agree to fully cooperate with the personnel of the outside organization.

## VIII. STATEMENT PREPARATION:

In order to facilitate evaluation of the qualifications and experience, the CONSULTANT is instructed to follow the outline below in responding. Qualification statements that do not follow the outline, or do not contain the required information, may be considered as incomplete and may not be considered. Additional and more detailed information may be annexed to the main body of the reply.

### A. CONSULTANT Background Materials

Information concerning the background, education, certifications, experience, and reputation of the CONSULTANT is considered pertinent. If CONSULTANT anticipates using subcontractors as part of a team approach to supply some of the expertise needed to complete the project, the same information should be supplied for them.

### B. Ability to Perform

Previous work on similar projects - the CONSULTANT will demonstrate its understanding with projects of this type or existing similar work. The CONSULTANT shall list all engagements of comparable type and/or size which it has successfully completed within the last five (5) years and shall provide copies of any relevant final reports or studies from a minimum of two such projects.

### C. Individuals Assigned and Backup Capability

Include the resumes of individuals who will be assigned to the project.

### D. Staff Project Manager - Contact Person

Identify the staff project manager and provide that person's resume. Information about other multi-disciplinary team efforts that the staff project manager has led, including the use of subcontractors, should be included.

### E. CONSULTANT'S Experience

The CONSULTANT shall provide a list of previous and current contracts which are considered identical or similar to the scope of services discussed herein.

The list described above shall include the following:

1. Contract duration, including dates.
2. Services performed and fees for services.
3. Name, address and telephone number of client who may be contacted for verification of all data submitted.
4. Statement as to whether project was completed on time and within budget.

### F. Technical Project Approach

Each CONSULTANT will provide a brief narrative indicating its proposed technical and multi-disciplinary approach with a preliminary project timetable for the project overview and scope of services described in Sections X and XI below.



## **IX. BACKGROUND:**

In 2014, the community was presented with a unique opportunity to acquire valuable land in downtown Milford adjacent to Keyes Memorial Park. The proposal was called “The Keyes Park Expansion Project” on the September 9, 2014 ballot for the required special Town election. With forethought, the community voted in favor of authorizing the purchase of the land and the 30,000 square foot former office and manufacturing building at 127 Elm Street. This acquisition served two major purposes – securing additional land to better meet Milford’s current and future recreational needs and providing a second access to Keyes Memorial Park.

With the 127 Elm Street purchase finalized in December 2015, the Board of Selectmen moved forward with project/site planning by appointing a committee to evaluate the two properties and develop short- and long- term recommendations for the integration of the property into the Keyes Memorial Park and how best to use utilize/re-purpose the land and buildings to improve and expand recreational opportunities and growing the demand for programs in Milford. A report was completed in December 2016 by the Committee and provided a series of phased recommendations. With regards to the 127 Elm Street facility, the report concluded that the Town should spearhead the development of a strategic plan to design and fund the construction of a new community recreation center building at Keyes Memorial Park and include coordinated renovations of the Keyes Pool bathhouse and concession stand. In addition, the report recommended that the new facility be designed to reasonably accommodate the expansion based on the future needs of our community.

In 2017, the Board of Selectmen and Committee met to discuss the report and recommendations and phasing plan contained therein. The Board of Selectmen requested that additional information was required to fully evaluate and explore options to utilize renovate the existing structure for a the Community Center.

The goal of this project is to provide a comprehensive study into the Town’s Capital Improvement Program for future consideration and implementation.

## **X. PROJECT OVERVIEW**

The Town of Milford, New Hampshire seeks the services of a qualified, multi-disciplinary consulting firm to conduct and prepare a needs assessment and feasibility study to develop options for a Community and Senior Center (hereinafter “Center”) through the reuse/renovation of an existing building located at 127 Elm Street or the construction of a new facility on the subject property and Keyes Memorial Park property. The scope will include evaluating the current/future recreational and social programming within the Town and collaboration/ partnerships with non-profit, private organizations, and community groups within the Community to determine the footprint and spatial requirements of the Center. The Town seeks a qualified consultant or team of consultants with demonstrated experience in developing programming and operations feasibility studies for recreation and senior services. A scope of services is included in Section XI below.

Interested parties should respond to this RFQ on or before the time due for submission.

**XI. SCOPE OF SERVICES:**

The selected consultant will be required to prepare a comprehensive Needs Assessment and Feasibility Study for the proposed Center. The study should include the following components:

- A. Research and Market Analysis:
  - a. Evaluate current recreational facilities and programming in and around the Milford community.
  - b. Evaluate community and residents needs and preferences relative to the programs and associated amenities of a proposed Center.
  - c. Assess partnership opportunities, including identification of collaborative partners in the public, private and not-for-profit sectors, and how such partnerships and program synergies/coordination and asset sharing may impact the funding, spatial needs, and operations of a Center.
- B. Public Outreach & Community Engagement - The selected consultant shall engage the community and conduct necessary research and analysis to identify and evaluate community need for a Center. Engagement to include, but not be limited to: review of 2016 Keyes Memorial Park Advisory Committee Report, Town Master Plan, interviews with key Town Staff, Board of Selectmen, Planning Board, Recreation Commission, MCAA representatives, Milford School District, Souhegan Boys and Girls Club, Hampshire Hills, Arthur L. Keyes Memorial Park Trust members. Recommendations for this public outreach and engagement component should be included in the response to this RFQ.
- C. Examine the 127 Elm Street building site to determine adequacy to accommodate existing and future programs and services. Highlight potential deficiencies at the facility, such as structural and utility conditions, health/environmental concerns, available interior space, parking sufficiency, location appropriateness within Keyes Memorial Park.
- D. Provide design alternatives and an estimate/range of the total project cost to reuse/renovate/repair the existing building, to include hard and soft costs, financing, site preparation, demolition, etc.
- E. Evaluate the current building location or potential alternative sites within the Keyes Memorial Park property suitable for the construction of a new Center to accommodate existing and future programs and services.
- F. Determine several scoping options regarding facility and program scope, size, features and amenities. Estimate/range of the total project cost for each scoping options to include hard and soft costs, financing, site preparation, demolition, etc.
- G. A final report to the Town, including a joint work session with the Milford Board of Selectmen, Recreation Commission, Keyes Memorial Park Advisory Committee.
- H. Assist in the preparation of a Request for Proposal (“RFP”) for the construction and operation of the Center.

The project is not expanded beyond the needs assessment and feasibility study; thus, at this point, there is no request for architectural renderings or other information beyond a feasibility study as detailed herein. At this time, there is no commitment by the Town to build a Center.

## **XII. CONSULTANT QUALIFICATIONS:**

The selected consultant or team of consultants will have no less than five (5) years of experience, and demonstrate expertise in the areas of recreation management, senior center programming, community center design, recreation facility use assessments, and public outreach and engagement.

## **XIII. PROJECT TIMELINE:**

It is anticipated that the services under this proposed contract would begin in October 2019 and be completed by October 2020.

## **XIV. SUBMISSION REQUIREMENTS:**

Statements of qualifications should be provided in 5 identical copies and in an electronic format, and should include the items listed below. Please note: A cost proposal is not to be submitted with this statement of qualifications. Cost will be negotiated upon selection of a qualified vendor.

- Demonstration of the firm's qualifications and experience with developing recreation community and senior center feasibility studies or similar work;
- Samples (including printed and/or web-based) that demonstrate experience in developing materials for similar projects;
- Description of the experience and qualifications of staff and any subcontractors that will be undertaking work throughout the course of the contract;
- A project organization chart that includes the roles of lead consultants and subcontractors (if applicable) and outlines the team's responsibilities (including project manager and specific task assignments and staff);
- Description of related work experience coordinating public participation processes and working with municipal officials;
- Demonstration that the firm can comply with the required schedule and scope of services;
- Description of a methodology a approach for project management and responding to the scope of services contained herein; and,
- Names, address, phone number, contact person of at least three references.

## **XV. SELECTION CRITERIA:**

The following criteria will be used to evaluate each statement. Incomplete submissions not meeting the above selection requirements will be considered non-responsive.

- Understanding of the project

- Experience and capabilities of the consultant / consultant team
- Experience of supervisory / lead personnel
- Proposed approach for project management
- Capacity to perform work on time
- Successful completion of similar scope of work
- References
- Clarity of statement

It is the intent of the Town to review Proposals within two weeks of receipt and, if necessary, conduct interviews. The Town of Milford reserves the right to request additional information following a review of the initial submission. Selection of a consultant shall be on a nondiscriminatory basis without regard to race, color, national origin, sex, age, or handicap.

General questions regarding this RFQ may be addressed to:

Lincoln Daley  
Director of Community Development  
Town Hall  
1 Union Square, Milford, NH 03055  
Phone: (603) 249-0620  
Email: [ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)

***Sections XVI through XXII are shown/for the information of the CONSULTANTS. The future contract for services will include the same or substantially similar terms to the following, as applicable:***

**XVI. INSURANCE:**

Various forms of insurance, including Professional liability insurance will be required as per the attached sheet (please refer to Exhibit 1).

**XVII. CONTRACT:**

The TOWN'S obligation for payment to CONSULTANT shall be for a lump sum fee that is not to exceed the negotiated amount, unless there is mutual written agreement to expand the scope of services.

CONSULTANT acknowledges that the TOWN is a municipal corporation subject to the laws of the State of New Hampshire, and further acknowledges and agrees that the contract, and the appropriation of funds to pay for it, is subject to the approval of the Milford Board of Selectmen. In the event the Council does not approve the project and the scope of services as presented, or does not appropriate the entire amount of compensation as set forth in the proposal, the parties will have the option of amending the proposal, the scope of services and/or the fees or of terminating the agreement, whichever is applicable or appropriate within the discretion of either party. In such event, it is agreed that neither party will have suffered damages or have financial recourse against the other party for said decision of the Board of Selectmen and each party shall be responsible for its own costs and expenses with respect to this RFQ and any proposal presented to the TOWN prior to Council approval.

**XVIII. MODIFICATIONS AFTER AWARD:**

Notwithstanding the lump sum fee agreement, the TOWN reserves the right to incorporate minor modifications to the contract. The CONSULTANT will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if the CONSULTANT can show that the timing or extent of the modification requires a major effort on its part.

**XIX. PAYMENT SCHEDULE:**

Invoices are due in duplicate and payable monthly. Invoices are to be for the actual dollar value of the services provided. Each invoice will describe the work that was performed and/or completed with reference to the scope of services and the agreed-upon schedule. For payment purposes, invoiced time period shall end on the last Friday of the month.

**XX. OWNERSHIP OF REPORTS/ DRAWINGS:**

At the completion of the project or at its termination (if earlier than completion), all work product generated as a result of the contract, including research and information gathered, project analyses, data and materials, as well as reports, drawings and specifications prepared or furnished by CONSULTANT for the project, shall be delivered promptly to the TOWN and shall be the exclusive property of the TOWN upon payment of CONSULTANT'S invoices.

**XX. DISAGREEMENTS AND DISPUTES:**

All disagreements and disputes, if any, arising under the terms of the agreement, either at law or in equity, shall be resolved pursuant to the laws and procedures of the State of New Hampshire in which

State this agreement shall be deemed to have been executed. No action at law or in equity shall be commenced to resolve any disagreements or disputes under the terms of this agreement in any jurisdiction whatsoever other than in Cheshire County in the State of New Hampshire.

**XXI. TERMINATION FOR CONVENIENCE OF THE TOWN:**

The TOWN may terminate the CONTRACT at any time and for any reason by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and materials shall become the TOWN's property. If the CONTRACT is terminated by the TOWN as provided herein, the CONSULTANT will be paid for all services rendered to the date of termination consistent with provisions concerning payments, plus all reimbursable expenses, less payments of compensation previously made.

**XXII. IDEMNIFICATION:**

The CONSULTANT agrees to protect, defend, indemnify, and hold the TOWN harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof), or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in indemnity hereunder. The CONSULTANT further agrees to investigate, handle, respond to, provide defense for, and defend any such expenses related thereto, even if the claims or allegations are considered groundless, false, or fraudulent. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the TOWN for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the TOWN or its employees.

**TERMS & CONDITIONS**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ No. 2019-002**  
**COMMUNITY CENTER FEASIBILITY STUDY**

1. **Changes To Provisions/Specs.** Any change to the provisions or specifications of the RFQ shall be made by written addendum issued no later than four (4) working days prior to the RFQ due date.
2. **RFQ Response Requirements.** Proposals should be succinct and well-organized, and no more than 25 pages. At a minimum, the following sections and information shall be included:
  - a. Cover Letter: Provide a statement of ability to complete the project with current workload; cite any conflicts of interest; and provide a 90-day guarantee on terms.
  - b. Contractor Qualifications: Provide an overview of qualifications for the contract team including, but not limited to, type of firm and relevant project experience.
  - c. Project Team: Provide a list of key individuals and staff assigned to this project, describing their role and relevant experience.
  - d. Approach: Describe how the contract team will complete the Scope of Work. Include a detailed schedule.
  - e. Cost Proposal: A cost proposal is not to be submitted with this statement of qualifications. Cost will be negotiated upon selection of a qualified vendor.
  - f. Appendices: Provide resumes of key staff members. Provide firm references from at least three similar projects, including name, address, telephone number, title of project, and description of the work performed.
  - g. Insurance: Provide a certificate of insurance which clearly documents all current coverage limits available to the contractor. Successful contractor will be required to provide a policy endorsement which shows the Town of Milford to be an additional named insured.
3. **Process**
  - a. Following receipt of the qualification statements, Town Staff will evaluate the submissions and select no more than three (3) CONSULTANTS for further consideration.
  - b. If necessary, and upon completion of the interviews, the Town will finalize a final Scope of Services and Fee with the selected firm.
  - c. If the Town is unable to reach an agreement with the selected firm, the Town reserves the right to negotiate with the next highest rated firm until an agreement is reached.
  - d. The Town of Milford reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems in the best interest of the Town.

- e. The Town reserves the right make such inquiries regarding a firm's qualifications and reputation as it deems necessary to evaluate the firm.
  - f. Once a firm is selected and an agreement is reached, a recommendation will be made to the Town Administrator and, if required, to Town Board of Selectmen. Upon final approval, the Town Administrator (or designee) will approve a contract award to the successful proposer.
  - g. The Town will prepare a Notice of Award and Agreement for execution. Upon execution of the Contract, the CONSULTANT will be instructed to commence providing the work outlined in the contract.
  - h. The Town reserves the right to negotiate directly with the firm selected for additional project work including construction administration services, and/or additional project consulting and design services.
4. **Work Product.** All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the CONSULTANT pursuant to this proposal shall be the property of the Town of Milford.



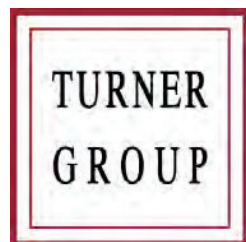
TOWN OF MILFORD, NH  
RFQ No. 2019-002  
COMMUNITY CENTER FEASIBILITY STUDY

SEPTEMBER 24, 2019



Submitted to:  
Lincoln Daley  
Community Development Director  
Town of Milford  
1 Union Square  
Milford, NH 03055  
(603) 249-0600

[www.milford.nh.gov/community-development](http://www.milford.nh.gov/community-development)



Submitted by:  
Bill Hickey  
HL Turner Group  
27 Locke Road  
Concord, NH 03301  
(603) 228-1122  
[www.HLTurner.com](http://www.HLTurner.com)

# The H.L. Turner Group Inc.

27 Locke Road Concord, NH 03301 t: 603.228.1122 [hlturner.com](http://hlturner.com)

September 24, 2019

Mr. Lincoln Daley  
Community Development Director  
Town of Milford  
1 Union Square  
Milford, NH 03055

*Sent Via Email: [ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)*

**SUBJECT: Request for Qualifications, RFQ No. 2019-002, Community Center Feasibility Study**

Dear Mr. Daley:

On behalf of The H.L. Turner Group Inc. (Turner Group), we are pleased to present our qualifications to provide professional design, architectural, and engineering services. The Turner Group is a multi-disciplined design firm headquartered in Concord, NH consisting of a dynamic team of architects, engineers (structural, civil, mechanical and plumbing), and building scientists. Our building science division specializes in evaluation and design services for building envelope and mechanical/indoor air quality issues, utilizing advanced technology such as infrared cameras to analyze the envelope of a structure. The Turner Group is proposing to provide project management; architectural; and structural, civil, and mechanical/plumbing engineering staff for this project. Included on our team for this project is BLW Engineers (BLW) who will be reviewing the electrical, communication, and alarm systems. We have successfully teamed with BLW on assessment projects for over 10 years. We have also included Turnstone Corporation of Milford, NH to assist with assessments and cost estimates, as well as Ironwood Design Group, LLC of Newmarket, NH to provide Landscape Architecture design for our team.

We have completed facility assessments for municipalities such as Exeter, Merrimack, Salem and Concord just to name a few. Recently we completed the new City of Concord Multi-Generational Community Center. Our experienced team will work closely with the Town of Milford to ensure the assessment meets your needs, and has the capacity now and in the future to perform the project on-time. We have no known conflicts of interest. All terms are subject to a 90-day guarantee.

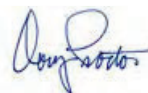
We hope this letter and our enclosed qualifications convey both our depth of experience and enthusiasm for your project. Please feel free to contact us at (603) 228-1122 or by email at [bhickey@hlturner.com](mailto:bhickey@hlturner.com) or [dproctor@hlturner.com](mailto:dproctor@hlturner.com). We look forward to meeting with you to review our capabilities and to learn more about your projects. Thank you for the opportunity to assist the Town of Milford.

Sincerely,

THE H.L. TURNER GROUP INC.



William D. Hickey – Principal  
Senior Vice President of Structural Engineering



Doug Proctor, AIA, NCARB, LEED®BD+C  
Senior Vice President of Architecture

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## I. Background Information and Materials

The Turner Group is a multi-disciplinary architectural and engineering firm headquartered in Concord, New Hampshire since its founding in 1989. We have a long history of working with municipalities throughout the State on various project types. We understand the information gathering and education process involved with public process, especially when there is a bond vote required to fund the project. Our 11 professionals from Turner Group, Turnstone, BLW and Ironwood have a combined 45 years of education, 295 years of experience, including the following professional certifications:

- Two American Institute of Architect licensed-architects
- One National Council of Architectural Registration Boards license
- Leadership in Energy and Environmental Design (LEED®) Building Design +Construction licensed architect
- One Registered Architect
- Four Professional Engineers with multiple licenses in multiple states (NH, MA, CT, GA, ME, NY, OH, RI, VT, VA, IN, PA)
- One Certified Floodplain Manager
- Two National Council of Examiners for Engineering and Surveying licensed engineers
- Council of Landscape Architectural Registration Board and Professional Landscape Architect (PLA) licensed landscape architect

Each town is different and the steps to a successful bond vote vary from town to town. We will work with representatives from Milford to understand how best to approach a bond vote in Milford and gain an understanding of project budget that will result in a successful bond vote. Too often municipal projects are presented to the Town with a budget that is unreasonable for the Town to support, resulting in a waste of both time and money.

The Turner Group works with municipal officials and the public to assist communities and school districts around New England with facilities assessments, master planning, public participation sessions, and site evaluations for various structures including town offices, police stations, fire stations, DPW garages, libraries, parks and recreation facilities, community centers, water department and wastewater treatment administration, as well as maintenance buildings, and transfer and recycling centers.

Recent representative experience includes:

- Town of Exeter, NH – Town Wide Facility Assessment
- Town of Bedford, NH – Town Wide Facility Assessment
- Town of Jaffrey, NH – Town Wide Facility Assessment
- Town of Merrimack, NH – Town Wide Facility Assessment
- Town of Salem, NH – Facility Assessment for Various Town Buildings
- City of Concord, NH – Recreation Facility Assessment
- Town of Bow, NH – Municipal Building, Police Department, and Fire Station Assessment
- Auburn, NH School District – School Assessment
- Salem, NH School District – District Wide Assessment



As with most projects, we add team members with local ties to the community that bring history and knowledge which only residents or local community members could have. Turnstone Corporation brings that local knowledge to our team. In addition, we added BLW Engineers (BLW) who will be reviewing the electrical, communication, and alarm systems. We have a long-term, successful track record teaming with both of these firms.

In the case that a Registered Landscape Architect is requested for the project, Turner Group has solicited a fee schedule from Ironwood Design Group, a design practice which provides a full complement of landscape architectural services including landscape and urban design, planning, and public outreach.

## II. [Ability to Perform](#)

### **Comprehensive Facility Analyses**

Architects and engineers from Turner Group have conducted comprehensive evaluations of existing buildings, presented all findings, and aided in the decision making process for a variety of clients. The primary goal of these studies is to determine the best option, whether it be a renovation or relocation. Turner Group has been tasked with site evaluations, space needs, and thorough investigations into existing buildings to determine their candidacy for renovation.

Because the Turner Group team is experienced with all building types, from historic brick façade to modern glass structures, we are fully capable of reviewing and making recommendations that are practical and cost effective.

### **Facility and Site Assessments**

The Turner Group has led teams of specialized consultants to complete architectural and engineering evaluations, space planning studies, and business and staffing planning development for public and private clients throughout New England.

Projects have included complete architectural and engineering evaluations, existing building and site assessments, historic district parameters and considerations, site selection, and identification of potential locations for facilities, including multi-generational community centers and retail establishments.

Table 1.1 lists all facility condition assessments and other comparable projects Turner Group has performed in the last five years. We are committed to delivering projects on time and on budget. We pride ourselves in balancing current workload and forecasting future workload to ensure we are responsive to our clients. We have included two final reports: 1) Report to Council and Report to Stakeholders for the Citywide Multi-generational Community Center in Concord, NH and 2) the Hampton Academy Existing Conditions Report as digital copies in our electronic submission (thumb drive).



**Table 1.1 - Facility Assessments and Relevant Project Experience**

<b>Contract Duration</b>	<b>Services Performed, Location</b>	<b>Client</b>	<b>On Time?</b>	<b>On Budget?</b>
2015-2019	Facility Assessment, Building Addition and New Soccer and Baseball Field Design, Auburn, NH	SAU #15	Y	Y
2019	Facility Assessment –Salem, NH	SAU #57	Y	Y
2019	Facility Assessment – Yankee Building on the Summit of Mt. Washington, Sargent’s Purchase, NH	State of NH	Y	Y
2014-2018	Facility Assessment – City Recreation Facilities and Design of New Multi-Generational Community Center, Concord, NH	City of Concord, NH	Y	Y
2017	Facility Assessment for the Barnard School and Gymnasium in South Hampton, NH	SAU #21	Y	Y
2017	Facility Assessment – Underhill School, Hooksett, NH	SAU #15	Y	Y
2017	Facility Assessment – Elementary, Middle and High Schools, Litchfield, NH	SAU #21	Y	Y
2015-2019	Existing Facility Assessment and Construction Documents for a Renovation/Addition to Hampton Academy, Hampton, NH	SAU #90	Y	Y
2015	Town Wide Facility Assessment, Exeter, NH	Town of Exeter, NH	Y	Y



### III. Individuals Assigned and Backup Capacity

Resumes of key staff assigned to this project are included in Appendix I. Below is an organization chart with the assigned staff and their role in the project. Additional staff is available at all firms if further assistance is required. Additional staff are listed in italics below; their resumes are not included in Appendix I but are available upon request.

- Doug Proctor, AIA, NCARB, LEED®BD+C, Project Architect (TTG)
- Barry Hoeg, RA, Project Architect (TTG)
- Dan Hall, AIA, Project Architect (TTG)
- Bill Hickey, Assistant Project Manager (TTG)
- Paul Becht, PE, Senior Structural Engineer (TTG)
- Michael Hansen, PE, CFM, Project Civil Engineer (TTG)
- Tom Betteridge, PE, Project Mechanical Engineer (TTG)
- Jeffrey R. Hyland, PLA, ASLA, CLARB, Landscape Architect (Ironwood)
- John Pierga, PE, Electrical Engineer (BLW)
- Stacy Clark, Construction Recommendations and Estimating (Turnstone)
- Tony DaCosta, Construction Recommendations and Estimating (Turnstone)

*Eric Dinsmore (TTG)*

*Jonathan George, PE (TTG)*

*Paige Wilbur, EIT (TTG)*

*Robert Clark, PE (TTG)*

*Jennifer Martel, PLA, ASLA (Ironwood)*

*Donna Jensen, PhD (Ironwood)*

*David Hutchinson (Turnstone)*

*Matt Darby (Turnstone)*

*Michael Gagne (BLW)*

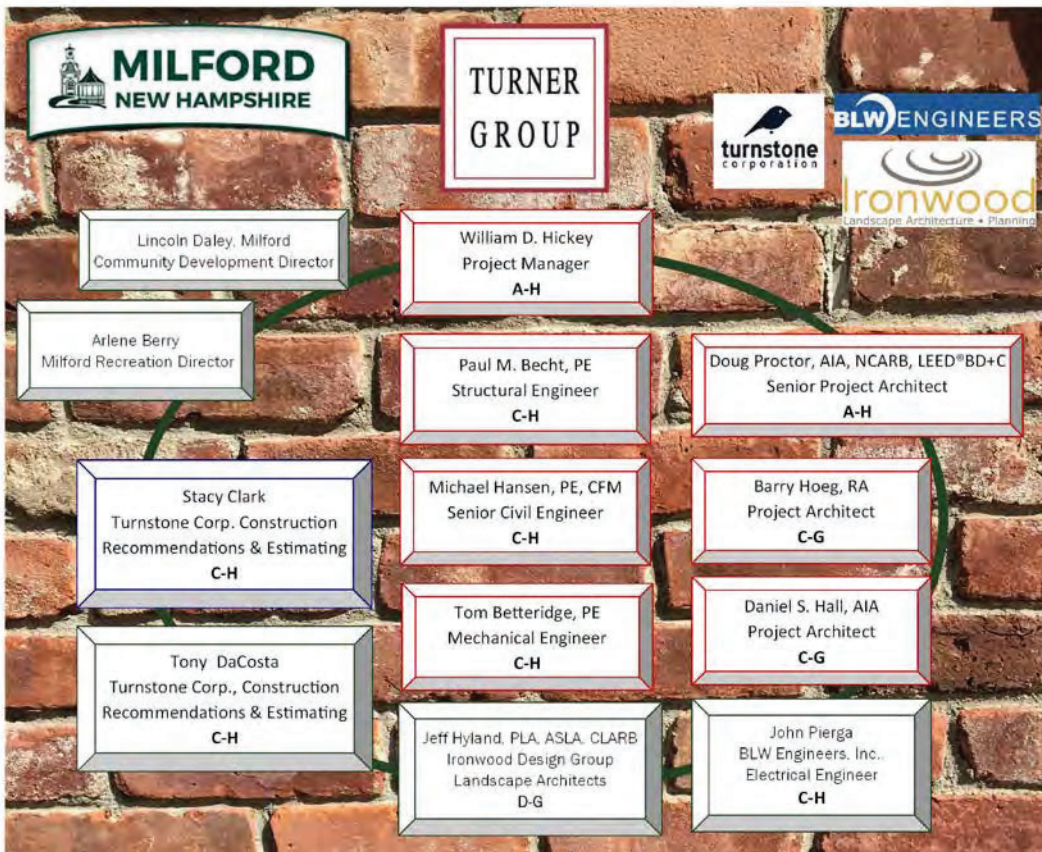
*Craig Farnsworth (BLW)*

#### **Project Organizational Chart**

On the follow page is a staff organizational chart. All staff without a listed company are staff from The Turner Group. Per the submission requirements, the project organizational chart includes staff task assignments as noted by the letters in bold, which correspond to the Scope of Services described in Section XI of the RFQ.



**Project Organizational Chart**



*\*brick background is the existing facility exterior*

**IV. Staff Project Manager - Contact Person**

Bill Hickey will serve as the project manager and the Town’s principal contact person and liaison for the duration of the contract. His resume appears first in Appendix I. Bill has recently acted as the project manager for the Hampton Academy and Auburn Village School projects. He was involved from the initial assessment, community engagement, multiple bond votes, fundraisers, design and construction for both projects.

**V. Consultant Experience**

Table 1.2 (on the following page) includes information for previous and current contracts that are identical or similar in scope. All projects listed are Turner Group projects, except those noted otherwise.





**Table 1.2 – Turner Group and Team Projects, Services, Dates and References for Previous and Current Contracts**

Project Name, Location & Owner	Project Description	Services Provided	Start - End Dates	Reference
Renovation of and addition to the existing pre-K through 8 Auburn Village School, SAU #15 – Auburn, NH	New 15,250 sq.ft. facility for the DPW. The office portion of the building is a wood-framed structure and the maintenance bays are a pre-engineered metal building. Renovation of the original garage was included in the project.	Design & Construction Administration Services	2015-2019	Lori Collins (Principal) & Amy Ransom (SAU Business Administrator) 11 Eaton Hill Road Auburn, NH 03032 (603) 483-2769
Renovation and addition to the Multi-Generational Community Center Concord, NH City of Concord, NH	Renovation and addition to a former elementary school. The 17,000 sq.ft. addition includes a new gymnasium, offices, and entry atrium. The 14,000 sq.ft. renovation consisted of a complete upgrade of all building systems.	Design & Construction Administration Services	2010-2018	Matt Walsh City of Concord 41 Green Street Concord, NH 03301 (603) 230-3610 mw Walsh@concordnh.gov
Town Wide Facility Assessment Town of Exeter, NH	Full assessment of all town buildings including town hall, DPW, fire and police departments, library, town offices, parks and recreation and the senior center.	Facility Condition & Space Needs Assessment	2015	Russell Dean Town Manager, Exeter, NH 10 Front Street Exeter, NH 03833 (603) 773-6102 rdean@exeternh.gov

**Table 1.2 continues on the following page**



Project Name, Location & Owner	Project Description	Services Provided	Start - End Dates	Reference
Space Needs Assessment Municipal Building Town of Bow, NH	Review of the existing municipal building including interviewing user groups to determine the space needs and agencies to increase efficiencies of the staff and improve public integration.	Facility Condition and Space Needs Assessment	2018	David L. Stack Town Manager Bow, NH 10 Grandview Road Bow, NH 03304 (603) 223-3912 dstack@bownh.gov
Renovation of and Addition to the Hampton Academy School SAU #90 – Hampton, NH	Design and construction administration for the renovation and addition to the Hampton Academy School.	Design & Construction Administration	2015-2019	Kathleen Murphy Superintendent of Schools 7 Scott Road Hampton, NH 03842 (603) 962-4560
Lower Level Renovation Project Baker Free Library Town of Bow, NH	Design of a two-phase renovation and construction of the lower level at the library. The lower level spaces include a large meeting room, café, group meeting rooms, a heritage room and restrooms.	Design & Construction Administration Services	2016	Lori Fisher (Former Baker Free Library Director), Administrator of Library Operations NH State Library 20 Park Street Concord, NH 03301 (603) 271-2393 lori.fisher@dnrc.nh.gov



## VI. Technical Approach

As a full service architectural and engineering firm, our approach to projects is different than most other firms. We will work with the Town to understand the programs offered, or that would like to be offered, by the recreation department. We will work with the Town to host visioning sessions with the community to better understand their wants and needs. We will also meet with other local providers to ensure the proposed programs will not cause issues with existing businesses.

Our team will attend all community events regarding the project. We will meet with the Town and engage with local community members to better understand any concerns that may exist about the projects. It is a great way to engage members of the community in a friendly, collaborative manner.

The Turner Group will perform a full evaluation of current recreational facilities and programs offered in Milford and the surrounding communities. This research will include the evaluation of the needs and preferences of the Milford residents and community. The evaluation will identify potential partnership opportunities within private, public, and not-for-profit sectors; as well as identify how coordination of partnerships will impact funding, spatial needs, and the operations of the center. Information sources to be reviewed in the initial evaluation include plans and reports from various stakeholder organizations. Examples of these reports include: the 2016 Keyes Memorial Park Advisory Committee Report; Town of Milford Master Plan; the MCAA needs analysis (2013); Pedestrian, Bicycle, Trail and Recreation Connectivity Plan (2014); Town Center Pedestrian, Trail, & Recreation Connectivity Plan (2014); Milford Recreation Program and Events Calendar; and other documents.

Following the evaluation of current opportunities in the community, public outreach and community research will commence to determine the community's needs and desires for the center.

Similar to our efforts during the design and renovation/construction of the Concord Multi-Generational Community Center, stakeholder groups will be determined and organizations will be grouped according to their interests. The Turner Group proposes using digital platforms, such as the website and social media channels, print publications, and mailers to reach as many community members as possible. Each group's current and potential future programming and priorities will be noted, and stakeholder groups will meet multiple times to identify areas where collaboration can occur. Example stakeholder groups include early childhood education, regional and local recreation, river-related recreation, seniors, planning officials such as NRPC, and community programming. The Turner Group will coordinate and facilitate stakeholder group meetings, ensuring communication occurs consistently before, during, and after meetings, and drafting agendas and minutes for each collaboration session.



After priorities are established for each group, TTG will utilize a “Dot-ocracy” style method of prioritizing during public sessions. Dot-ocracy is a tool where individuals use circular stickers placed on a line that is a visual representation of priority level and budget.

Our team of professional engineers and architects will complete the facility conditions assessment of the existing building on the parcel adjacent to the park. The Turner Group will provide project management and architectural services; as well as civil, structural, mechanical, plumbing, and fire protection engineering. Joining our team is Turnstone Construction and Ironwood Design Group. Turnstone will lend their expertise to assist with the building assessment, project constructability, and construction estimating. Assessments will include building envelope, MEP/FP/IT systems, site, ADA requirements, code issues, as well as all interior areas. We have also included Ironwood Design Group who is a firm of licensed landscape architects who will assist with the informational gathering meetings with the Town and will help integrate landscape and site aspects with the building project.

Due to the proposed start date of the assessment (October) per the project schedule, special consideration is given to impending winter weather that will soon be upon us. Ideally, this type of an assessment is completed during the spring/summer/fall seasons; however, in order to complete the assessments in a reasonable time frame, we are proposing to complete the site, roof, and exterior envelope as quickly as possible. Any facilities where this work is not completed before the first snow fall will be completed in the spring.

The team will use non-destructive means of evaluation. To assist with the non-destructive evaluation, we have tools such as an infrared camera and borescope which allows us to “see” potential hidden issues that are not readily visible. While on-site, each of the team members will document the existing conditions using notes and photographs. Items will be evaluated for age, condition, life expectancy, and whether items need to be repaired, upgraded, or replaced. This information will allow each team member to write the text portions of their report, fill in the matrix, and label certain photographs that will be included in the final report.

The assessment will be completed with an eye on the potential future uses of the building. As noted in the project example portion of this submittal, we recently worked with the City of Concord converting a former elementary school into the City’s new Multi-Generational Community Center. The building is adjacent to Keach Park and the design and reuse of the building will be completed based on what useable space would be beneficial to the recreation department.

For the facility, our team will assemble a report that will describe the facility including a text description, matrix, and photographs. The report will identify and prioritize specific items. Representatives from the Turner Group will provide presentations to the City.

We will evaluate the age, condition, and remaining life expectancy of the building and site, as well as identify systems that need repair, upgrade, or replacement. We will verify compliance with existing codes, identify future needs, and create a cost breakdown of all necessary replacements and improvements.



Areas for evaluation include, but are not limited to:

- Site – Topography, drainage, access/egress, landscape, paving, curbing, parking, flatwork, surface systems and utilities.
- Exterior Systems – Foundation, roofs, walls, window systems, exterior doors, and civil/structural components, including seismic resiliency.
- Interior Systems – Walls, doors, flooring, ceilings, hardware, lighting and elevators.
- Fire/Life Safety Issues – Including detection, suppression, egress, alarm systems and environmental hazards.
- Heating, Ventilation, and Air Conditioning – Including rotating equipment, valves, terminal units, and Building Management Systems (BMS).
- Electrical – Including internal electrical distribution, telecommunications, and backup generators.
- Plumbing Systems – Fixtures, supply, storm and sanitary sewer drainage, valving and irrigation.
- Compliance – Life safety, building code, and Americans with Disabilities Act (ADA).

The needs assessment and feasibility study for the proposed center will culminate in a final report to the Town, including a joint work session with the Milford Board of Selectmen, Recreation Commission, and Keyes Memorial Park Advisory Committee. Additionally, the Turner Group will assist in preparation of a Request for Proposal (“RFP”) for the construction and operation of the center.

Below is a proposed schedule that takes into account vacations, holidays, and other potential conflicts to increase public participation.

- October 2019 – Notice to Proceed
- November 2019 through January 2020 – Facility Assessment, Staff Engagement, and Space Programming
- January, March, and May 2020 – Community Visioning Sessions
- February 2020 through April 2020 – Concepts
- May 2020 through July 2020 – Finalize Conceptual Designs and Cost Information
- August 2020 through September 2020 – Finalize Document

We appreciate you taking the time to review our qualifications and hope to work with the Town of Milford on this Community Center Feasibility Study in the future.



## VII. Appendix I: Resumes

Bill Hickey, Project Manager (TTG)

Doug Proctor, AIA, NCARB, LEED®BD+C, Project Architect (TTG)

Barry Hoeg, RA, Project Architect (TTG)

Dan Hall, AIA, Project Architect (TTG)

Paul Becht, PE, Senior Structural Engineer (TTG)

Michael Hansen, PE, CFM, Project Civil Engineer (TTG)

Tom Betteridge, PE, Project Mechanical Engineer (TTG)

Jeffrey R. Hyland, PLA, ASLA, CLARB Landscape Architect (Ironwood)

John Pierga, PE, Electrical Engineer (BLW)

Stacy Clark, Construction Recommendations and Estimating (Turnstone)

Tony DaCosta, Construction Recommendations and Estimating (Turnstone)





The H.L. Turner Group Inc.  
27 Locke Road  
Concord, NH 03301



# WILLIAM D. HICKEY

SENIOR VICE PRESIDENT / ARCHITECTURAL & STRUCTURAL SERVICES

## PROFESSIONAL PROFILE

Mr. Hickey joined The H.L. Turner Group Inc. (TTG) 20 years ago as a structural engineer. Since then he has taken on the responsibility of the lead structural engineer and vice president of the architectural and structural engineering groups. As a principal, Mr. Hickey is actively involved with the day-to-day management and operations of the firm. He is also responsible for all architectural work group functions, assisting with marketing, client relations, and business development activities.

Mr. Hickey's design background includes all aspects of structural engineering, from preliminary design and drafting, to final design and contract documents. Projects have varied in scope from small residential and commercial evaluations to large scale industrial developments. His designs have involved a variety of materials including: masonry, concrete, shotcrete, steel, and wood. As one of The Turner Group's most sought after project managers, Bill has managed projects ranging from \$10,000 to over \$10 million for both public and private clients.

### EXPERTISE

- Structural Design
- Building Design Solutions
- Quality Control
- Project Documents
- Building Assessment
- Project Management

### EDUCATION

AS / 1987  
Architectural Engineering  
Technology  
New Hampshire Technical Institute

### EXPERIENCE

General: 30 years  
Project: 30 years

### ADJUNCT PROFESSOR

- Architectural Engineering  
Technology Program —  
New Hampshire Technical  
Institute

### PROFESSIONAL

#### AFFILIATIONS

- Structural Engineers of  
New Hampshire
- Advisory Committee of the  
Architectural Engineering  
Technology Program (NHTI)

## EXPERIENCE

### *Litchfield School District, Litchfield, NH*

Project manager for the facility assessment of three different school buildings for the Litchfield School District. Work included an in-depth review of each facility, examining all of the various systems and conditions including structural, MEP, and exterior site conditions. Interior and exterior code/ADA review was also part of the scope of work.

### *Town of Seabrook, Seabrook, NH*

Project manager for an assessment and audit for several town buildings including the Town Library, Town Hall, Senior Center and Recreation Center. The assessments addressed all mechanical, electrical and major facility elements. The final Capital Improvement Plan will allow the Town to sustain the integrity of the Town's buildings and prepare for updates in the future.

### *Bedford Municipal Facilities, Bedford, NH*

Completed an evaluation of conditions and life expectancy of several municipal buildings. Evaluation included compliance with existing codes, identification of needs, and created a cost breakdown of all necessary replacements and improvements.

### *Methuen City Hall, Methuen, MA*

Project manager for the facility assessment of the City Hall building. The assessment included identification of deficiencies with regard to the building's roof, façade, windows, doors, interior finishes, major mechanical systems, and a site assessment.

### *Salem District Courthouse, Salem, NH*

Project manager for the facility assessment of the Salem District Courthouse in order to identify any existing deficiencies the City should plan to address. The building facilities assessment addressed all mechanical, electrical, and major facility elements including the building, roof, and grounds, with emphasis on the HVAC systems within the building as well as a site assessment.

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## WILLIAM D. HICKEY

SENIOR VICE PRESIDENT / ARCHITECTURAL & ENGINEERING SERVICES

### ***Auburn Village School, Auburn, NH***

Project manager for the addition and renovation of the Auburn Village K-8 School. Design services included site reorganization, renovation, and a 54,000 sf addition to the existing school. The developed plans included reconfiguration of the existing classrooms, relocation of the main entry, increased the size and capacity of the cafeteria and kitchen, construction of a new gymnasium, enhanced security precautions, improved vehicular circulation, and provided better indoor air quality. In addition, TTG provided support and information to the district and town prior to the warrant article vote.

### ***Hampton Academy, Hampton, NH***

Project manager for the addition and renovation of Hampton Academy. Design services included site reorganization, a 70,000 sf renovation, and a 50,000 sf addition to the existing school for town warrant article. The developed plans reorganized an urban site to provide the needed program space, solved security issues, improved vehicular circulation, organized student circulation, provided better indoor air quality, and classroom access to power. The addition replaced a substandard wing of the school with new classroom space, STEM spaces, a gymnasium, and an auditorium.

### ***Town of Sanbornton, Sanbornton, NH***

Provided the Town of Sanbornton with needed expertise for the evaluation and assessment of the Town Hall Office and Public Safety Building. The assessments determined whether or not the buildings are structurally sound for expansion and/or reconstruction, or whether new construction is the most feasible option.

### ***SAU #55, Hampstead Central and Middle Schools, Hampstead, NH***

Performed a facility assessment of the central and middle schools for developing a program for repairs and upgrades.

### ***Salem High School and Woodbury School, Salem, NH***

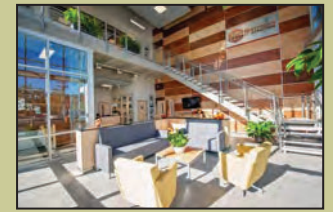
Performed a facility assessment of the high school and middle school for developing a program for repairs and upgrades.

### ***Town of Merrimack, NH***

Assessment of all the municipal buildings in town and developed a capital improvement schedule for replacement and/or upgrades.

### ***Town of Hooksett Public Safety Complex, Hooksett, NH***

Complete assessment of the existing safety complex building in preparation for a complete envelope upgrade.







The H.L. Turner Group Inc.  
27 Locke Road  
Concord, NH 03301

# DOUG PROCTOR, AIA, NCARB, LEED®BD+C

SENIOR VICE PRESIDENT/ARCHITECTURE



## PROFESSIONAL PROFILE

Mr. Proctor is involved in all phases of project development and has extensive educational experience, having designed or renovated more than a dozen school projects. Prior to joining The H.L. Turner Group Inc. (TTG) Doug was a partner at Warrenstreet Architects in Concord, New Hampshire where the focus of his work was in developing and managing educational, institutional, and healthcare projects. His innovative solutions to complex projects brings a unique design approach to TTG's ventures. He also brings a sharp eye in all phases of project development, ranging from master planning and conceptual design to construction documentation and administration. Mr. Proctor has project management experience, as well as a background in developing and managing educational, religious, professional, assisted living, child care, institutional, and multi-family projects.

Mr. Proctor has received design awards including an AIA New Hampshire Award for the Holderness School Ice Rink and an AIA Delaware Award for the design of the Grace United Methodist Church. He also received the Michael Pearson Thesis Prize and graduated Cum Laude from Drexel University in Philadelphia, Pennsylvania.

### EXPERTISE

- Master Planning
- Conceptual Design
- Construction Documents
- Construction Administration
- Project Management

### EDUCATION

BA / 1993  
Architecture  
Drexel University

### EXPERIENCE

General: 32 years  
Project: 32 years

### PROFESSIONAL AFFILIATIONS

- American Institute of Architects, AIA/NH
- United States Green Building Council, USGBC
- NHTI – Architectural Advisory Board

### Professional Architect:

Connecticut	#ARI.0013434
Delaware	#S5-0005994
Maine	#ARC4343
Maryland	#18152
New Hampshire	#04034
New Jersey	#AI-02063500
North Carolina	#13725
Pennsylvania	#RA407314

## EXPERIENCE

### *Litchfield School District, Litchfield, NH*

Project architect for the facility assessment of three different school buildings for the Litchfield School District. Work included an in-depth review of each facility, examining all of the various systems and conditions including structural, MEP, and exterior site conditions. Interior and exterior code/ADA review was also part of the scope of work.

### *Town of Bedford, Bedford, NH*

Project architect for the facilities assessment for several town-owned buildings. Evaluation included compliance with existing codes, identification of needs, and created a cost breakdown of all necessary replacements and improvements.

### *Hampton Academy, Hampton, NH*

Project architect for the addition and renovation of Hampton Academy. Design services included site reorganization, a 70,000 sf renovation, and 50,000 sf addition to the existing school for town warrant article. The developed plans reorganized an urban site to provide the needed program space, solved security issues, improved vehicular circulation, organized student circulation, provided better indoor air quality, and classroom access to power. The addition replaced a substandard wing of the school with new classroom space, STEM spaces, a gymnasium, and an auditorium.

### *Underhill School, Hooksett, NH*

Project architect for the facility assessment of the existing elementary school as well as a review of the existing space usage for possible reconfigurations.

### *Auburn Village School, Auburn, NH*

Project architect for the addition and renovation of the Auburn Village K-8 School. Design services included site reorganization, complete renovation, and a 30,000 sf addition to the existing school. The developed plans included reconfiguration of the existing classrooms, relocation of the main entry, increased size and capacity of the cafeteria and kitchen, enhanced security precautions, and provided better indoor air quality. In addition, TTG provided support and information to the district and town prior to the warrant article vote.

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DOUG PROCTOR, AIA, NCARB, LEED®BD+C

SENIOR VICE PRESIDENT/ARCHITECTURE

***Holderness Ice Rink, Holderness, NH***

Project architect for the design and construction of a 30,000 sf outdoor ice rink. This was an emergency project to replace the existing rink that was structurally unsound.

***Baker Free Library, Bow, NH***

Project architect for the design and construction of a 7,000 sf lower level renovation of the library to double meeting and stack capacity.

***Pease Golf Course Clubhouse, Portsmouth, NH***

Project architect and conceptual design services to expand kitchen and dining room areas.

***UNH Spaulding Hall Renovation, Durham, NH***

Project architect and project manager for the renovation of classrooms and life science laboratories.

***New Hampshire Army National Guard Readiness Center, Portsmouth, NH***

Project architect for the two-story, 5,000 sf addition with a complete interior renovation.

***New Hampshire Army National Guard Field Maintenance Office, Hillsboro, NH***

Project architect for the 5,600 sf renovation of the single-story maintenance building including system upgrades and improvements to the bathroom and locker room areas.

***Littleton Elementary School, Littleton, NH\****

Project architect for schematic design of 75,000 sf new elementary school.

***Arthur T. Paradise Career Technical Center, Whitefield, NH\****

Project architect for schematic design of 73,000 sf vocational school addition.

***UNH Stilling Hall Window and Door Replacement, Durham, NH\****

Replacement of existing window and door systems within the dining hall.

***White Mountains Community College, Berlin, NH\****

Project architect for renovation of welding and automotive labs.

***Health First Family Care Center, Laconia, NH\****

Project architect for a new 13 acre, 80,000 sf baseball training facility.

***ABC Extreme Makeover Home Edition, Voisine Residence, Manchester, NH\****

Project architect for the fast track residential construction project.



*\*While with another firm*



The H.L. Turner Group Inc.  
27 Locke Road  
Concord, NH 03301

# BARRY HOEG, RA

SENIOR ARCHITECT



## PROFESSIONAL PROFILE

Mr. Hoeg joined The H.L. Turner Group Inc. with over 39 years of experience in the architectural field, which included operating his own architectural firm for nearly 20 years. Over the years he has acquired diverse, practical experience producing contract documents on a multitude of construction projects for various building types and diverse occupancies. Refined through professional experience and technical expertise, Mr. Hoeg is dedicated to quality design in the development of functional building solutions.

The primary focus of his career has been the proficient production of design development and clear, concise, coordinated, and detailed construction drawings/specifications for bid, permit, and construction purposes. Mr. Hoeg has experience with all aspects of design and construction, having been involved with numerous public and private development projects.

### EXPERTISE

- Construction Documents
- Construction Administration
- Master Planning
- Schematic & Preliminary Design
- Space Planning
- Code Review
- Project Management
- Cost Estimating

### EDUCATION

AAS / 1978  
Architectural Technology  
Massasoit Community College

1980  
Design Studios and Architectural  
Course Studies, Boston Architectural  
Center

1980  
Corbin School of Architectural  
Hardware, Corbin Hardware Co.

### EXPERIENCE

General: 41 years  
Project: 41 years

### PROFESSIONAL AFFILIATIONS

- Adjunct Professor,  
Fulton-Montgomery Community  
College
- Architectural Consultant &  
Construction Volunteer,  
Habitat for Humanity, South  
Shore Boston, MA Chapter

Professional Architect:  
New Hampshire #03571  
New York #024845-1  
Vermont #86390

## EXPERIENCE

### ***New Hampshire Army National Guard, Lancaster, NH***

Provided architectural design services for the renovation to the Lancaster Readiness Center. The new space serves as headquarters for an aviation support facility for the White Mountain Region.

### ***New Hampshire Department of Revenue, Concord, NH\****

Production architect for a 25,000 sf, four-story addition and adaptive reuse of an existing 55,000 sf, five-story, masonry psychiatric medical building, into office space for the NH State Department of Revenue.

### ***New Hampshire State Graphic Services Department, Concord, NH\****

Production architect for a 17,000 sf renovation and stair tower addition to an existing three-story brick masonry building.

### ***Veteran's Cemetery Administration Building, Concord, NH\****

Production architect for a 1,200 sf, single-story, wood-framed addition.

### ***New Ipswich Elementary School, New Ipswich, NH\****

Production architect for the 75,000 sf, new two-story, masonry elementary school.

### ***New Ipswich High School, New Ipswich, NH\****

Production architect for the new 18,000 sf, single-story, space-framed high school science/technology building.

### ***Sunderland Town Hall Building, Sunderland, VT\****

Project architect for the 3,000 sf, single-story, wood-framed new town hall building.

### ***Hampstead Police Station, Hampstead, NH\****

Production architect for the 7,000 sf, new single-story, wood-framed police station.

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hlturner.com

*\*While with another firm*



**BARRY HOEG, RA**

SENIOR ARCHITECT



***Franklin Mill Renovation, Franklin, NH\****

Production architect for the renovations, alterations, and adaptive reuse of a three-story brick mill building into forty-five units of affordable workforce housing.

***The Shoppes at Hooksett Landing, Hooksett, NH\****

Production architect for the 2,200 sf tenant fit-up of existing retail strip-mall space for a frozen yogurt retail store.

***Bretton Woods Canopy Tour, Zip Line Tower, Mount Washington, NH\****

Project architect for a 500 sf, two-story, post and beam framed Zip Line Tower with accessible stair.

***Sayre Clinical Office Building, Sayre, PA\****

Production architect for the 98,000 sf, five-story, steel-framed clinical office building.

***Town of Northampton Municipal Office Building, Northville, NH\****

Project architect for the 3,000 sf, two-story, wood-framed addition and renovation of 1,200 sf, single-story, wood-framed municipal office building for the town.

***Johnstown Town Hall Building, Johnstown, NY\****

Project architect for the 3,000 sf, single-story, wood-framed addition and alterations to a 3,000 sf, single-story, masonry town hall building.

***Stoughton Medical Office, Stoughton, MA\****

Project architect for a 72,000 sf, three-story, steel-framed medical office building addition to a hospital.

***Day Care Facility, Franklin, NH\****

Production architect for a 4,200 sf conversion of an existing single-story elementary school classroom space into a senior center day care facility.

***Office Building, Boston, MA\****

Production architect for a 30,000 sf adaptive reuse of a four-story, 19th century masonry office building in Boston, MA.

***Irwin Automotive Group, Automobile Showroom, Laconia, NH\****

Production architect for a 54,000 sf project that included a 15,000 sf addition and renovation to the existing 39,000 sf, two-story, masonry automobile showroom.

***Jericho Mountain State Park Campground, Berlin, NH\****

Production architect for the 1,800 sf, new single-story, wood-framed bathroom/shower/concession facility at the campground.

***Durkeetown Baptist Church, Fort Edward, NY\****

Production architect for 11,000 sf, single-story, wood-framed church.

***Old Paths Bible Baptist Church, Mayfield, NY\****

Production architect for 10,000 sf, single-story, wood-framed church.

*\*While with another firm*



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# DANIEL S. HALL, AIA

PROJECT ARCHITECT



## EXPERTISE

- Architectural Design
- Construction Documents
- Design Development
- Schematic Design
- Client Interaction

## EDUCATION

Master of Architecture/2011  
Boston Architectural College

B.S. Architectural  
Engineering/2006  
Boston Architectural College

A.A.S. Architectural  
Engineering/2002  
NHTI

## EXPERIENCE

General: 17 years

## PROFESSIONAL AFFILIATIONS

- NCARB
- AIA

## PROFESSIONAL REGISTRATION

Professional Architect:  
New Hampshire #04281

## PROFESSIONAL PROFILE

Mr. Hall has over 15 years of experience working with commercial, office, residential, and mixed use projects. His past projects have given him the opportunity to be involved in every aspect of the architectural process including schematic design, development, construction contracts, construction coordination, producing framing layout and sizing, and client communications. His experience and educational background have given him a strong technical skill set, strong work ethic, and keen attention to detail.

## EXPERIENCE

### *Concord City Wide Community Center, Concord, NH*

Project architect for the addition and renovation of a former school building consisting of a gymnasium, locker rooms, office, lobby, and teaching kitchen for the City of Concord's new community center.

### *Mt. Caesar Elementary School, Swanzey, NH*

Project architect for the \$3M, two-phase school renovation. The work included envelope improvements that consisted of new windows, doors, and siding; interior renovations to bathrooms and classrooms; new HVAC equipment; and electrical, plumbing, and lighting upgrades. Site work included new concrete pads and walkways.

### *Lakes Region Tent & Event, Concord, NH*

Project architect for the Lakes Region Tent & Event new office and warehouse. The 14,000 sf building design consisted of three offices, a conference room, a break room, as well as a 12,000 sf high bay warehouse to store tents, tables, rental equipment, etc.

### *65 Log Street Condominiums, Manchester, NH*

Project architect for the rebuild of a three-story condominium building.

### *Lake Umbagog Visitor's Building, Cambridge, NH*

Project architect for the new visitor's building and state campground. The building design consisted of a store, registration center, office, showers, and restrooms.

### *Salvation Army McKenna House, Concord, NH*

Project architect for the addition to Salvation Army's McKenna House. The new addition incorporated bunk rooms, bathrooms, and a community space.

### *Methuen City Hall, Methuen, MA*

Project architect for the facility assessment of the City Hall building. The assessment included identification of deficiencies with regard to the building's roof, façade, windows, doors, interior finishes, major mechanical systems, and a site assessment.

### *85 New Hampshire Avenue, Portsmouth, NH*

Project architect for the proposed 28,000 sf, steel-framed office building. Performed all conceptual exterior design and site layout.

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DANIEL S. HALL, AIA

PROJECT ARCHITECT

***Litchfield School District, Litchfield, NH***

Project architect for the facility assessment of three different school buildings for the Litchfield School District. Work included an in-depth review of each facility, examining all of the various systems and conditions including structural, MEP, and exterior site conditions. Interior and exterior code/ADA review was also part of the scope of work.

***Salem District Courthouse, Salem, NH***

Project architect for the facility assessment of the Salem District Courthouse in order to identify any existing deficiencies the City should plan to address. The building's facility assessment addressed all mechanical, electrical, and major facility elements including the building, roof, and grounds, with emphasis on the HVAC systems within the building, as well as a site assessment.

***Winslow's View at the Pinehills, Plymouth, MA\****

Project architect for the schematic design/design development of 400± units. Responsibilities included construction documents, condo documents, client interaction, construction coordination as well as managing other employees.

***75 New Hampshire Avenue, Portsmouth, NH\****

Project architect for an 83,000 sf, steel-framed, first class office building. Responsibilities included construction documents, design development, client interaction, construction coordination, job meetings, coordination of disciplines, and code review and analysis.

***25 New Hampshire Avenue, Portsmouth, NH\****

Project architect for a 35,000 sf, steel-framed, first class office building. Responsibilities included construction documents, design development, client interaction, construction coordination, job meetings, coordination of disciplines, and code review and analysis.

***100 International Drive Phase I & II, Portsmouth, NH\****

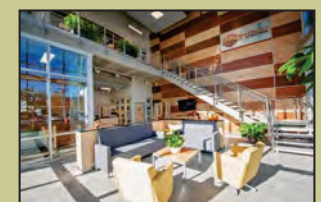
Project manager for two 50,000± sf, steel-framed, first class office buildings. Responsibilities included construction documents, design development, client interaction, construction coordination, job meetings, coordination of disciplines, and code review and analysis.

***Manchester Square, Portsmouth, NH\****

Project designer for the 40,000 sf, steel-framed, first class office building. Responsibilities included construction documents, design development, client interaction, construction coordination, job meetings, coordination of disciplines, and code review and analysis.

***Highland Meadows, Weston, MA\****

Project architect for the schematic design/development of 30 single family & duplex units. Responsibilities included construction documents, condo documents, client interaction, construction coordination, as well as managing other employees.



*\*With another firm*



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# PAUL M. BECHT, PE

VICE PRESIDENT / SENIOR STRUCTURAL ENGINEER

## PROFESSIONAL PROFILE

Mr. Becht has a wide range of experience and has designed a variety of structures utilizing such materials as reinforced concrete, structural steel, timber, aluminum, and stainless steel. Mr. Becht has been a member of The H.L. Turner Group Inc. for 18 years and has experience in the preparation of design calculations, building assessment reports, and technical specification packages. He has performed numerous material condition surveys on a variety of structures including buildings, retaining walls, dams, and piers. Mr. Becht is also experienced in open channel water flow, pump intake structure design, and cofferdam designs. The types of projects he has been involved with include building and foundation designs, bridges, sheet pile cofferdams and retaining walls, and penstocks.

## EXPERIENCE

### *Town of Seabrook, Seabrook, NH*

Structural engineer for the assessment and audit of several town buildings including the Town Library, Town Hall, Senior Center, and Recreation Center. The assessments addressed all mechanical, electrical and major facility elements. The final Capital Improvement Plan will allow the Town to sustain the integrity of the buildings and prepare for updates in the future.

### *Salem District Courthouse, Salem, NH*

Structural engineer for the facility assessment of the Salem District Courthouse in order to identify any existing deficiencies the City should plan to address. The assessment addressed all mechanical, electrical, and major facility elements including the building, roof, and grounds, with emphasis on the HVAC systems within the building, as well as a site assessment.

### *Methuen City Hall, Methuen, MA*

Structural engineer for the facility assessment of the City Hall building. The assessment included identifying deficiencies with regard to the building's roof, façade, windows, doors, interior finishes, major mechanical systems and a site assessment.

### *Town of Sanbornton, Sanbornton, NH*

Provided the Town of Sanbornton with needed expertise for the evaluation and assessment of the Town Hall Office and Public Safety Building. The assessments determined as to whether or not the buildings are structurally sound for expansion and/or reconstruction, or whether new construction is the most feasible option.

### *Auburn Village School, Auburn, NH*

Project manager for the facility assessment of the elementary and middle school for development of a capital improvement and master plan.

### *Winnisquam Regional School District, Winnisquam, NH*

Project engineer for the space planning and facility assessment of five different school buildings along with several support buildings for the Winnisquam Regional School District. The Turner Group provided an in-depth review of each facility, examining all of the various systems and conditions including structural, MEP, and exterior site conditions. Interior and exterior code/ADA review was also part of the scope of work. TTG also developed a life cycle cost analysis based on existing conditions and recommendations by the team.

#### EXPERTISE

- Structural Design
- Building Assessment
- Project Management

#### EDUCATION

BSCE / 1973  
Structural Engineering  
Tufts University

MBA Courses / 1984-86

ASDSO Courses / 2010-11  
Hydraulics for Dam Safety  
Filter Design for Dams

#### EXPERIENCE

General: 40 years

#### PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers  
(ASCE)

Structural Engineers of New  
Hampshire (SENH)

#### PROFESSIONAL REGISTRATION

Professional Engineer:

New Hampshire	#5076
Massachusetts	#36059
Rhode Island	#8556
Virginia	#0402039095
Indiana	#PE11400222
Pennsylvania	#PE037600R

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PAUL M. BECHT, PE

VICE PRESIDENT / SENIOR STRUCTURAL ENGINEER



***Salem High School and Woodbury Middle School, Salem, NH***

Project manager for the facility assessment of the high school and middle school for developing a program for repairs and upgrades.

***SAU #55, Hampstead Central and Middle Schools, Hampstead, NH***

Facility assessment of the central and middle schools for developing a program for repairs and upgrades.

***Hampton Academy, Hampton, NH***

Structural engineer for the addition and renovation of Hampton Academy. Design services included site reorganization, a 70,000 sf renovation, and 50,000 sf addition to the existing school for town warrant article. The developed plans reorganized an urban site to provide the needed program space, solved security issues, improved vehicular circulation, organized student circulation, provided better indoor air quality, and classroom access to power. The addition replaced a substandard wing of the school with new classroom space, STEM spaces, a gymnasium, and an auditorium.

***Town of Jaffrey, Jaffrey, NH***

Assessment of all the municipal buildings in town and development of a capital improvement schedule for replacement and/or upgrades.

***Town of Bedford, Bedford, NH***

Project manager coordinating the assessment of all the municipal buildings in town and developing a capital improvement schedule for replacement and/or upgrades.

***Town of Merrimack, NH***

Assessment of all the municipal buildings in town and development of a capital improvement schedule for replacement and/or upgrades.

***Holderness Ice Rink, Holderness, NH***

Structural engineer for the design and construction of a 30,000 sf outdoor ice rink. This was an emergency project to replace their existing rink that was structurally unsound.

***Bedford Municipal Facilities, Bedford, NH***

Completed evaluation of condition of life expectancy of several municipal buildings. Evaluation included compliance with existing codes, identified needs, and created a cost breakdown of all necessary replacements and improvements.







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# MICHAEL HANSEN, PE, CFM

SENIOR CIVIL ENGINEER

## PROFESSIONAL PROFILE

Mr. Hansen comes to The H.L. Turner Group Inc. with 19 years of experience in the field of civil engineering with an emphasis in floodplain and stormwater management. His experience with floodplain management includes working with FEMA regulations and requirements to help offset adverse effects to work performed within the regulated floodway and 100-year floodplain, as well as compiling NO-Rise certifications and Letter of Map Revisions (LOMR). Mr. Hansen is also experienced in hydraulic river modeling, natural channel design, stormwater system design, wetland restorations, site plan reviews and designs, field inspections and construction oversight, sidewalk feasibility studies, and multi-use trail design.

## EXPERIENCE

### EXPERTISE

- Floodplain Management
- Stormwater Management
- Project Management
- Hydraulic River Modeling
- Construction Oversight
- Site Plan Reviews and Designs

### EDUCATION

BA / 2000  
Civil Engineering  
University of New Hampshire

Rosgen Level II

### EXPERIENCE

General: 19 years  
Project: 19 years

### REGISTRATIONS/LICENSES

- Certified Floodplain Manager,  
US-11-05949
- NCEES License - National, 41504
- OSHA 10-Hour Construction,  
11899762

### Professional Engineer:

Maine	#PE12443
Massachusetts	#51304
New Hampshire	#12059
Virginia	#0402048692
Vermont	#9171

### *Canal Street Flood Mitigation Project, City of Salem, MA\**

Project engineer for the mitigation of flooding in the Canal Street area of Salem, MA. For more than a century chronic flooding had been an issue in Salem's Canal Street area, which serves as one of the primary entry points into the City. This problem was exacerbated by recent development in the floodplain that increased the rate of stormwater runoff in this centrally located portion of the City's downtown business district. Mr. Hansen worked with the City to design and permit a comprehensive stormwater management strategy and undertake measures that would maximize the capacity of the existing stormwater system, along with defining new drainage infrastructure options to mitigate chronic flooding. This resulted in a \$23M flood mitigation and infrastructure improvement program that included reconstructing the City's drainage collection system, as well as constructing a new 10,000 gallon-per-minute pumping station and a new four million gallon underground stormwater storage facility. The project also included rehabilitation of existing municipally-owned sewer and water system infrastructure and privately owned infrastructure within the project area, and reconstruction of athletic fields/facilities at the drainage system outfall at Forest River Park located on Salem Harbor. A portion of the infrastructure improvements were constructed in 2014 and the remainder were completed in 2017.

### *Jefferson Flood Mitigation Project, City of Salem, MA\**

Technical manager and project engineer for the mitigation of flooding in the Jefferson Avenue area of Salem, MA. This project specifically focused on climate projections to increase the area's ability to endure impacts associated with storms and the effects of flooding and sea level rise. The project included public presentations and a workshop series. Mr. Hansen was involved in the design and permitting of a comprehensive stormwater management strategy, consisting of rehabilitating and enhancing an existing flood berm/dike system in the area. Design and permitting activities were completed in 2015 and construction began in 2018.

### *Policy Brook Restoration and Floodplain Mitigation, Town of Salem, NH\**

Mr. Hansen developed a floodplain mitigation site to help offset impacts to floodplain associated with the expansion of I-93 as part of a NHDOT project. He performed all hydrologic/hydraulic modeling required to ensure proper design including: estimating the 1-, 2-, 10-, 25-, and 100-year frequency design flows using Technical Release (TR) 20; and modeling design flows to validate long and short-term channel stability using HEC-RAS. He is also responsible for the final stamped engineering plans.

### *Improved Access to the Bedford High/Middle Schools Site, Town of Bedford, NH\**

Project engineer involved in the evaluation of alternatives that offer improved access to the new Bedford High/Middle Schools site. Responsible for determining potential pedestrian links to the new school.

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\*While with another firm



# MICHAEL HANSEN, P.E., CFM

SENIOR CIVIL ENGINEER

## ***Iberdrola Renewables, 50-MW Wind Farm, Town of Groton, NH\****

Deputy project manager for development of a 50-MW commercial wind farm in central New Hampshire. Mr. Hansen was responsible for development of site engineering, natural resource studies, and environmental permitting. Since the project involved the construction of a renewable energy facility compliance with RSA 162-H, the state law that regulates energy facility evaluation, siting, construction, and operation, drove the engineering and regulatory process at the state and local levels. Obtaining approval under this regulatory process required demonstration that the project complied with all of the applicable state and local laws and regulations. This included the requirements of the Town of Groton Planning Board, Zoning Board of Adjustment and Conservation Commission, the NH Department of Transportation (NHDOT), the NH Department of Environmental Services (NHDES), the NH Fish and Game Department, and the NH Natural Heritage Bureau.

## ***University of New Hampshire, Water Treatment Plant Design-Build, Durham, NH\****

Technical manager responsible for the site design and state and federal permitting of a new 2-MGD surface water treatment plant. The new water treatment plant is a conventional water treatment plant with rapid mix, flocculation, clarification utilizing plate settlers, multi-media filtration, and chlorination. The project included three different source-waters and significant site constraints. The project was a design-build effort with Waterline Industries of Seabrook, New Hampshire.

## ***Miller Field Athletic Facility Redevelopment, Town of Winthrop, MA\****

Technical manager for the Miller Athletic Field Redevelopment Project. This project included upgrades to the existing running track and athletic field, along with a new turf field, grandstand, press box, bleachers, lighting, scoreboard, concessions, restrooms, locker rooms, walkways, site utility infrastructure improvements, landscaping and site fencing. The project also included drainage improvements to an adjacent town owned site to minimize historic flooding issues and public health and safety concerns related to recent Eastern Equine Encephalitis (EEE) identified at the site.

## ***Railway Brook Restoration, Newington/Dover, NH\****

As part of a NHDOT project, Mr. Hansen developed restoration plans for approximately 3,100 lf of railway brook that was straightened back in the 1950s when Pease Air Force Base was constructed. The project provided restoration of stream morphology, including a variety of natural rock/boulder structures, adjacent wetlands, and improved water quality. Mr. Hansen performed all hydrologic/hydraulic modeling required to ensure proper design including: estimating the 1-, 2-, 10-, 25-, and 100-year frequency design flows using Technical Release (TR) 20; and modeled design flows to validate long and short-term channel stability using HEC-RAS. He was also responsible for the final stamped engineering plans.

## ***Great Dam Removal Feasibility and Impact Analysis, Town of Exeter, NH\****

Senior project engineer for a feasibility study for the removal of the Great Dam in Exeter, New Hampshire. The study will supplement previous and on-going studies by others, providing additional information to facilitate the Town's formulation of and consideration of alternatives. The scope of work included geomorphic analysis, hydrological and hydraulic analysis, water supply, fish passage, dam and structural engineering, recreation, and impacts to natural resources. This project was funded through NOAA, USEPA, USFWS and NHDES.



*\*While with another firm*



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# TOM BETTERIDGE, PE

VICE PRESIDENT / MECHANICAL ENGINEER



## PROFESSIONAL PROFILE

Mr. Betteridge has over 11 years of experience designing mechanical systems for a wide array of clients and industries. Mr. Betteridge is skilled in designing a vast range of mechanical and plumbing systems for buildings ranging from small 5,000 sf commercial building renovations to large 600,000 sf manufacturing facilities. The facilities designed include educational, office buildings, municipal buildings, healthcare, commercial, pharmaceutical, and industrial facilities. These facilities have a wide range of mechanical and plumbing systems that include central steam plants, central chiller plants, domestic and process hot water plants, hydronic boiler plants, compressed air plants, and specialized HVAC systems including desiccant air handlers to serve low humidity spaces.

Mr. Betteridge enjoys working collaboratively with the owner, stakeholders, design team, constructor, and local authorities to ensure every project is successful and in alignment with the expectations and requirements.

## EXPERIENCE

### *Dryer and Pack Out Room Project, Confidential Client*

The project involved the design and construction of ISO 8 Drying and Packing Rooms for Active Pharmaceutical Ingredients (API). The spaces were located in an unfinished area of the building and required terminal HEPA filtration and BIBO filtration on the exhaust system. Utility support rooms were required to support the manufacturing/packing suits. Through collaboration with the owner, the flammable liquids were limited and the design utilized control area allowed the project to be classified as a F-1 rather than a H-2. The reduction from H-2 to F-1 greatly reduced project cost and construction complexity.

### *Media Preparation Suite for the Design of a 1,000 sq. ft. ISO 8 Space & Associated Airlock, Confidential Client*

Terminal HEPA filtration with a roof mounted custom air handling unit provided necessary air change rates and conditioning to ensure space compliance for particle counts, temperature and humidity. The existing glycol and steam systems were evaluated and extended to serve the new air handling unit.

### *Containment Project, Confidential Client*

Modification of existing systems, ductwork, walls and lighting to ensure FDA compliance in their manufacturing spaces. Appropriate architectural finishes and terminal HEPA filtration supply diffusers with low wall returns were utilized to achieve ISO 8 space classification.

### *Flammable Storage Upgrades, Confidential Client*

The design and construction of an H-2 mixing, dispensing, and storage room for flammable liquids meeting FDA requirements. Design of HVAC systems maintaining the room temperature below the flash point and a containment hood for the mixing operation. Spill control and secondary containment were provided in the space.

### *Pilot Plant Buildout Design and Construction Project, Confidential Client*

The project involved expanding the manufacturing capabilities for the existing facility, installation of new process equipment, piping, controls, expansion of existing building utilities, new HVAC equipment and emergency showers for the production suites. The space classification was H-2 due the quantity of flammables stored and in process within the suites. Suite designs were controlled non-classified.

### EXPERTISE

- HVAC Systems
- Plumbing Systems
- Hydronic Systems
- Steam Systems
- Central Plants
  - Chiller Plants
  - Steam Plants
  - Compressed Air Plants

### EDUCATION

BS / 2007  
Mechanical Concentration  
Messiah College, Grantham, PA

### PROFESSIONAL REGISTRATION

NCEES - #13-598-69  
PROFESSIONAL ENGINEER:  
Connecticut - #32832  
Indiana - #PE11600416  
Maine - #PE15936  
Massachusetts - #420866  
New Hampshire - #13988  
New York - #098727  
Ohio - #82915  
Rhode Island - #12522

### CONTINUING PROFESSIONAL DEVELOPMENT

Certified Plumbing Design (CPD)  
#86094

### EXPERIENCE

General:	11 years
Consumer Products:	7 years
Life Sciences:	6 Years
Pharmaceutical:	6 Years

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**TOM BETTERIDGE, PE**

VICE PRESIDENT / MECHANICAL ENGINEER

***Design and Construction of Controlled Non-Classified Spaces, Siemens Health Care***

The non-classified spaces used for manufacturing and testing products and were low humidity with cGMP finishes throughout.

***Hazardous Materials Storage Room Design and Construction for the Storage of Class 1B Flammable Liquids and Dispensing Operation, Confidential Client***

H-2 classified space, sprinkler containment, HVAC system maintenance of room temperature below the flash point, and LEL monitoring system and integration into the HVAC system to increase the ventilation rate upon reaching flammable concentrations in excess of the LEL set point. Racked storage with foam in-rack sprinklers and overhead sprinkler system.

***Chemical Storage Room, Ben & Jerry's Homemade, Inc.***

Design of a racked chemical storage room including underground chemical and sprinkler water holding tanks.

***Stonyfield Farm, Londonderry, NH***

New blended process room addition, renovation of packaging area into offices and laboratory space, design of new production, packaging, and blow molding space.

***Vermont Hard Cider, Middlebury, VT***

Design and construction of 90,000 sf hard cider production center and two-story office.

***Yogurt Manufacturing Facility, DuBois, PA***

Renovation of an existing 160,000 sq. ft. building and conversion into a yogurt manufacturing facility. New central steam boiler plant, compressed air plant, and glycol cooling plant.

***Eastern Lebanon Intermediate School, Myerstown, PA***

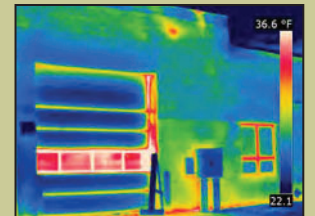
New 90,000 sq. ft. intermediate school including a geothermal vertical bore ground source heat pump HVAC system and other energy efficient design aspects. The completed project used 50% less energy than a commercial reference building based on ASHRAE 90.1-2001 requirements.

***Franklin County Votech, Chambersburg, PA***

90,000 sq. ft. renovation with a 26,000 sf addition including specialty HVAC systems for welding exhaust, dust collection, vehicle exhaust, and dental suite utilities.

***Three Mile Island Visitor's Center, Middletown, PA***

Renovation of the existing visitor center and conversion into a conference center. Full plumbing construction drawings and design-build HVAC package.



**Jeffrey R. Hyland**, PLA, ASLA, CLARB

Firm Principal

Landscape Architect, Urban Designer



With over 24 years of experience throughout New England, landscape architect Jeff Hyland has an extensive portfolio of planning and design project experience spanning from green infrastructure and complete streets to interactive nature-based playgrounds.

Jeff is committed to collaborative design, and has extensive experience facilitating community outreach initiatives and visioning sessions for public projects. He was an early adopter of low impact design elements in landscape architecture and is dedicated to incorporating green infrastructure and sustainability in all projects.

Throughout his career, Jeff's creativity, technical knowledge, patience, and friendly nature has made him an asset on complex projects requiring identification of shared interests between project stakeholders as the basis for developing consensus.

As the Principal Landscape Architect of Ironwood Design Group, Jeff manages and directs a broad range of projects and provides oversight and leadership to firm staff. His top priorities remain understanding the goals and objectives of each project, to provide quality designs that exceed clients' expectations.

## LICENSURE

State of New Hampshire, No. 026

State of Maine, No. 4319

State of Rhode Island, No. 402

CLARB, No. 4544

## EDUCATION

University of Rhode Island  
Bachelor of Landscape Architecture

Rhode Island School of Design  
Bachelor of Art in Studio Art

## PROFESSIONAL AND CIVIC ASSOCIATIONS

American Society of Landscape Architects

Granite State Landscape Architects

Council of Landscape Architecture Registration Boards

American Institute of Architects, NH Chapter  
Plan NH

Congress for New Urbanism

South East Land Trust

Nature Conservancy Oyster Conservationist (2006-present)

## AWARDS

Plan NH 2015 Merit Award, *State Street Streetscape Revitalization Project*, Portsmouth, NH

Plan NH 2012 Award Winner for Excellence in Planning, Design, and Development, *West Peterborough TIF District Improvement Project*, Peterborough, NH

NH Chapter of the American Society for Civil Engineers 2010 Outstanding Achievement Award, *State Street Utilities Streetscape Revitalization Project*, Portsmouth, NH (with CMA Engineers)

Memorial Design Competition Finalist 2010, *Martin Luther King Memorial*, Portland, ME

Plan of the Year 2010, NH Planners Association, *Stratham Gateway Business District Master Plan*, Stratham, NH

Merit Award 2006, Boston Society of Landscape Architects, *Garden of Peace*, Boston, MA

Honor Award in Waterfront Design 2003, Boston Society of Landscape Architects, *Lowell Riverwalk and Canal Park*, Lowell, MA

## RECENT LECTURES AND PUBLICATIONS

International LID Conference 2016, *Balancing Green Infrastructure and Urban Horticultural Goals*



## PROJECT LIST

**Community and Master Planning / Visioning / Studies**

RiverWoods, Exeter, NH  
 Cochecho Waterfront Park, Dover, NH  
 Gateway Commercial District Planning and Visualization, Stratham, NH  
 Deerfield Village Planning, Deerfield, NH  
 Bridgton Main Street Corridor, Bridgton, ME  
 Portsmouth Avenue Flexible Design Initiative, Exeter, NH  
 Hampton Village Corridor Visioning and Coding, Hampton, NH  
 Rt 140 Corridor Study, Multiple Lakes Region Communities, NH  
 Dover 2023 Community Visioning, Dover, NH  
 Lakes Region Bicycle and Pedestrian Plan, Multiple Lakes Region Communities  
 Laconia Smart Growth Planning and Regulations, Laconia, NH  
 Commercial Business District Master Plan, Stratham, NH  
 Bethlehem Landfill Expansion Viewshed Analysis, Bethlehem, NH  
 Tilton Main Street and River Front Master Plan, Tilton, NH  
 Beede Superfund Reuse Master Plan, Plaistow, NH  
 Charlestown Business District Master Plan, Charlestown, RI  
 Richmond Town Common Feasibility Study and Master Plan, Richmond, RI

**Parks, Playgrounds, Recreation, Open Space, Memorials, Public Art**

Veteran's Memorial, Somersworth, NH  
 Water Street Pocket Park, Exeter, NH  
 Berlin Riverwalk, Berlin, NH  
 Woonasquatucket Adventure Park, Providence, RI  
 Brookside Neighborhood Playground, Berlin NH  
 Cochecho Waterfront Park, Dover, NH  
 Dover Veterans Memorial, Dover, NH  
 Laconia Downtown Riverwalk, Laconia, NH  
 Min-Mounties Playground, Berlin, NH  
 Marston Farm, Nottingham, NH  
 Squam Lakes Science Center, Holderness, NH  
 Founders Park Improvements, Exeter, NH  
 Leo Landroche B Field Improvements, Newmarket, NH  
 Haley Field Improvements, Kittery, ME  
 Spirit of Janus "Overnight Art 2010", Portsmouth, NH  
 Hancock Park, Dover, NH  
 Loudon Veterans Memorial, Loudon, NH  
 Pail Factory Park, Concord, MA  
 North Kingstown High School, No Kingstown, RI  
 Pannaway Park, Portsmouth, NH  
 Garden of Peace, Boston, MA  
 Lowell Riverwalk, Lowell, MA  
 Charlestown Beach Master Plan, Charlestown, RI  
 Millennium Park, Boston, MA.  
 Hall's Pond Restoration, Brookline, MA  
 Bremen Street Park, East Boston, MA  
 Constitution Beach Improvements, Revere, MA  
 James Hayes Park, Boston, MA  
 The Breakers Entrance Improvements, Newport Preservation Society, RI  
 Arboretum Entrance Improvements, Brookline, MA  
 Pell Memorial Garden, Newport Preservation Society, Newport, RI

## PROJECT LIST

### **Streetscape / Transportation**

Androscoggin Riverwalk, Berlin, NH  
Lincoln Street Improvements, Exeter NH  
Bridgton Main Street Improvements, Bridgton, ME  
Cottage Street Gateway Streetscape, Littleton, NH  
Cambridge Turnpike Improvements, Concord, MA  
The Avenues Historic District, Berlin, NH  
Route 101 Reconstruction, Bedford, NH  
East Concord Village Streetscape, Concord, NH  
Stratham Town Center Improvements, Stratham, NH  
River District Revitalization, Littleton, NH  
Somerset Street Reconstruction, Portland, ME  
Penacook Village "Complete Street" Streetscape Improvements, Concord, NH  
Silver Street Gateway Corridor Improvements, Dover, NH  
Portsmouth Avenue Improvements, Greenland, NH  
Merrimack- Main Street Streetscape Improvements, Haverhill, MA  
State Street Reconstruction, Portsmouth, NH  
West Peterborough TIF District Improvements, West Peterborough, NH  
Nashua Transit Garage, Nashua, NH  
Lower Court Street Reconstruction, Portsmouth, NH  
Washington Street Bridge, Dover, NH  
High-Hanover Walkway Improvements, Portsmouth, NH  
Anderson Regional Transportation Center, Woburn, MA  
Vaughan Mall, Portsmouth, NH  
Martha's Vineyard Airport Improvements, Martha's Vineyard, MA  
Huntington Avenue Reconstruction, Boston, MA  
Ocean Boulevard Streetscape Improvements, Long Branch, NJ  
Charlestown Historic Business District Master Plan, Charlestown, RI  
Central Artery D012A Albany Street Surface Restoration, Boston, MA  
Central Artery D018A Dewey Square at South Station, Boston, MA  
Newburyport Commuter Rail Station, Newburyport, MA  
Manchester Airport Terminal Landscape Improvements, Manchester, NH

### **Campus Planning**

218 Jericho Rd. Resort, Berlin, NH  
BAE Campus Improvements, Nashua, NH  
Sterling Hill Master Plan, Exeter, NH  
Berlin High School Access Improvement  
Quarry Brook Learning Center, Windham, NH  
Leitch, Bourgeois and Donahue Quadrangle Improvements, Lowell, MA  
New Boston Air Force Station Community Center, New Boston, NH  
Strategic Maritime Center, Naval War College, Newport, RI  
Mansfield Road Extension, University of Connecticut, Storrs, CT  
Boott Mill Revitalization, Lowell, MA  
MacMillan Hall, Brown University, Providence, RI  
Wriston Quadrangle Restoration, Brown University, Providence, RI  
Marine Environmental Research Center, URI, Saunderstown, RI  
North Kingstown High School Master Plan, North Kingstown, RI

## PROJECT LIST

McLean Hospital Master Plan, Belmont, MA  
Andrews Hall Restoration, Brown University, Providence, RI  
St. Mark's School, Southborough, MA  
Cabin #6, Northeastern University Conference Center, Ashland, MA  
Boston Medical Center Talbot Green, Boston, MA  
UMass School of Marine Sciences and Technology, New Bedford, MA  
CIT Library, Brown University, Providence, RI  
Brown Bear Sitting Study, Brown University, Providence, RI

### **Housing, Commercial, and Corporate**

Ellis Factory Courtyard, Haverhill, MA  
Goss' Grant Subdivision, Rye, NH  
23-25 Ammonoosuc St. Mixed Use, Littleton, NH  
MBraun USA Expansion, Stratham, NH  
Laconia Savings Bank, Manchester, NH  
A-1 Auto Group (Stratham BMW), Stratham, NH  
Pizza Regina (Allston), Boston, MA  
Timberland Entrance and Visitor Parking, Exeter, NH  
Bauer Hockey Corporate Headquarters, Exeter, NH  
Fairwaays Parcel, North Conway, NH  
Boston Felt Corporate Headquarters, East Rochester, NH  
Concord Cooperative Recycling Facility, Concord, NH  
Seward Building at 124 High Street, Newburyport, MA  
3COM, Marlboro, MA  
Fidelity Investments Campus Improvements, Springfield, RI, Marlborough, MA, and Merrimack, NH  
The Adirondack Tennis Club, Franklin, MA  
Down Island Country Club, Martha's Vineyard, MA  
Clairmont Country Club, Clairmont, NH  
8 Cambridge Center, Cambridge, MA  
181 Spring Street, Waltham, MA  
Marriott Residence Inn, Cambridge, MA  
Boston Marriott Hotel, Burlington, MA  
Amtrol Corporate Headquarters, East Greenwich, RI

### **Environmental**

Norris Brook Riparian Zone Restoration, Exeter, NH  
UNH Stormwater Center, Durham, NH  
Beede Superfund Site Reuse Master Plan, Plaistow, NH  
Bayswater Marsh Bay Buffer, East Boston, MA  
Bull Toad's Pond Field Restoration, Newcastle, NH  
Central Artery D019BA Miller's River Restoration, Boston, MA  
Wood Island Marsh Buffer, Boston, MA  
Bayswater Marsh Buffer, East Boston, MA



VII. Appendix II: Certificate of Insurance



# The H.L. Turner Group Inc.

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27 Locke Road Concord, NH 03301 t: 603.228.1122 [hlturner.com](http://hlturner.com)

January 14, 2020

sent via email: [ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)

Mr. Lincoln Daley, Director of Community Development  
Town of Milford, NH  
1 Union Square, Milford, NH 03055

SUBJECT: *Revised* Proposal for Professional Architectural and Engineering Services  
Conceptual Design of the Milford Community Center Project  
Milford, New Hampshire

Dear Mr. Daley:

Per your request and on behalf of our team including Ironwood Design and Turnstone Corporation, we are pleased to offer this *revised* proposal to provide professional architectural & engineering services as well as estimating for the Conceptual Design for the Milford Community Center in Milford, NH. *All changes are in italic text.*

## **SCOPE OF SERVICES**

Our scope is broken down into the many different phases of the project. The scope for each phase is as follows;

- I. Gather and review existing information on the building and site (including Keyes Memorial Park).
  - a. Collect all information from the Town regarding the information on the building and site. Scan, organize and distribute the information to the team.
- II. Assessment of the existing building.
  - a. Determine the condition of the existing building to better understand the ability of the building to meet the Town's needs.
  - b. Observe and document users within Keyes Park, patterns of travel (desire lines).
  - c. Document deficiencies, areas of concern (for example, safety, vandalism, drainage, maintenance, accessibility, resiliency, flooding/floodplain).

- d. Identify potential abutting private property opportunities and concerns.
  - e. Document utilities on the site (overhead and underground).
  - f. Identify areas of environmental concern, such as unmanaged stormwater runoff or potential ground contamination.
  - g. Document existing trees and vegetation (including invasive species) that may be beneficial or present a challenge.
- III. Analyze and document supplemental information collected and prepare the following:
- a. Comprehensive project area site plan. It is anticipated that this drawing will be comprised of an updated survey, aerial photos, and supplementary data collected.
  - b. Prepare a comprehensive Site Analysis (opportunities and constraints) in graphic form.
- IV. Meet with Arene and Mike.
- a. Review the current program offerings and discuss future programming. Begin to develop program and space needs.
- V. Meeting with the Parks and Recreation Advisory Committee.
- a. Meet with the Parks and Recreation Advisory Committee to determine the committee's vision for the future.
- VI. Develop a webpage devoted to the project on the existing town website
- a. Include schedule, milestones, upcoming events, and a place for feedback.
- VII. Community user group meeting.
- a. Meet with various program providers from Milford and the program directors from the surrounding towns. This will help shape the programming and space needs. The Town will be a partner in all outreach initiatives. This includes providing direction, promoting event on Town social media sites, identifying key stakeholders, etc. *We have included up to five (5) user group meetings.*
- VIII. Public Information Gathering
- a. Conduct a public meeting to discuss the project, understand the community's vision for the facility and begin to build public support for the project. These will focus on listening to community sentiments and identifying desired programming and will likely include active participation exercises to enhance involvement. Each event will include the following:
    - i. Summary of existing conditions
    - ii. Presentation of site analysis
    - iii. Discuss project goals/vision
    - iv. Discuss recreation needs and programming
    - v. Documentation of participant input



- IX. Conceptual Plan Development
  - a. Based on the information collected in and community sentiments collected, develop *two (2)* distinct Community Center / Keyes Park conceptual site plans will be developed and provided as illustrative plans. Each plan will depict the Community Center building, vehicular circulation (passenger, emergency, and service), parking, pedestrian circulation, park elements (see Overview), amenities, stormwater management features, lighting, buffer treatments, landscaping.
  - b. To facilitate the evaluation of each conceptual site plan we will prepare supporting materials such as: sketches, diagrams, precedent imagery, etc. will accompany the plan.
  - c. For each plan a detail construction cost estimate will be prepared in conjunction with Turnstone.
  - d. Meet with the Parks and Recreation Advisory Committee and Town staff to review the conceptual site plans and collect feedback.
- X. Meeting with the Parks and Recreation Advisory Committee
  - a. Update the Parks and Recreation Advisory Committee on the project. Review information to be shared at the public meeting.
- XI. Public Meeting
  - a. Update the public on the project and present conceptual designs for the project.
- XII. User Group Meeting
  - a. Follow up meeting with the user groups to review the conceptual designs for the project.
- XIII. Meeting with the Parks and Recreation Advisory Committee.
  - a. Review the public meeting comments with the Parks and Recreation Advisory Committee. Present a final conceptual design.
- XIV. Public Meeting
  - a. Present the final conceptual design to the public.
- XV. Finalize Conceptual Design
  - a. Finalize the conceptual design and estimated cost for Town bond vote.

Our services for this project will be provided in accordance with the attached “**Standard Conditions for Engagement**” dated January 1, 2020.



**FEE**

We propose to provide the above scope for a Lump Sum Price of \$ 59,815. Invoices will be submitted monthly as a percentage of the completed work.

The breakdown by team is as follows;

The H.L. Turner Group Inc. ....	\$ 40,650
Ironwood Design Group .....	\$ 16,665
Turnstone Corporation .....	\$ 2,500
<b>TOTAL .....</b>	<b>\$ 59,815</b>

Any additional work which may be required beyond the scope of this proposal will be performed on a time and materials basis in accordance with the attached “**Standard Fee Schedule and Payment Terms**” dated January 1, 2020.

Please note that the total fee listed for the scope of work shown is based on the assumption that the entire project will be completed as part of this proposal. If the project is to be broken into separate tasks or not all the tasks shown are completed as part of this proposal the individual task fees may need to be adjusted to complete the necessary work.

**SCHEDULE**

We proposed to begin work within fifteen (15) working days after receiving the authorization to proceed. The authorization to proceed is the receipt of a signed proposal or a purchase order. Once the work on the project commences, we anticipate having the final conceptual documents on or before December 1, 2020.

The schedule is based on the current workload in the office when the proposal was written. Alterations may be made to the schedule based on changes to the workload between when the proposal is sent and the notice to proceed is received.

**MEETINGS**

The meetings are as listed in the scope of work.



## **ITEMS NOT INCLUDED**

1. Fees for submissions, applications, permits, etc. to regulatory agencies.
2. Any item not specifically identified in this proposal.
3. More meetings/site visits than those identified in this proposal.
4. Geotechnical engineering.
5. Certified site survey.
6. The evaluation and/or characterizations of hazardous materials in the building or underground.
7. Special instructions, testing of materials during construction.

## **CLIENT/CUSTOMER RESPONSIBILITIES**

- A. To solicit administer, and award bids from and select General Contractors/Subcontractors or Construction Managers experienced in this type of work.
- B. To provide one point of contact as the Owner's Project Manager for the implementation of this project.
- C. Make timely decisions during the design process in order to keep the project on schedule.
- D. To make timely payments.
- E. Provide project drawings for the existing site and/or building, if available.
- F. To provide existing project information, studies site surveys, reports, etc. pertinent to our efforts.
- G. To attend and coordinate the project with local, state, or federal agencies.

In providing opinions of costs please note that HL Turner has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's methods of pricing, and that our Opinion of Costs are made on the basis of our professional judgement and experience. HL Turner makes no warranty, expressed or implied, that the costs of the Work will not vary from the Opinion of Cost provided.

## **CONTRACT FORM**

Please sign and return these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed. Please also provide a purchase order or equivalent accounting number, if applicable, at the end of this letter in order to allow us to proceed.



In the event the Client issues a purchase order or other instrument related to the Consultant's Services, it is understood and agreed to that such document is of the Client's internal accounting purpose only, and shall in no way modify, add to, or delete any of the terms and conditions of the agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed to that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

We appreciate the opportunity to present this proposal and look forward to assisting The Town of Milford and the Recreation Department with this project. If you have any questions, please do not hesitate to contact us at (603) 228-1122, ext. 133 or 119.

Sincerely,

THE H.L. TURNER GROUP INC.



William D. Hickey  
Principal || Senior Vice President



R. Douglas Proctor, AIA  
Principal || Senior Vice President

WDH/hdw

Accepted by:

**Town of Milford, NH**

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

By (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Purchase Order No. (if applicable): \_\_\_\_\_





## STANDARD FEE SCHEDULE AND PAYMENT TERMS

### FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Principal .....	210
Associate .....	175
Senior Project Manager III .....	150
Senior Project Manager II .....	130
Senior Project Manager I .....	110
Project Manager .....	100
Associate Project Manager .....	90
Senior Project Engineer/Architect III .....	150
Senior Project Engineer/Architect II .....	130
Senior Project Engineer/Architect .....	110
Project Engineer/Architect .....	100
Engineer/Architect.....	90
Associate Engineer/Architect.....	80
Senior Project Designer III .....	120
Senior Project Designer II .....	105
Senior Project Designer I.....	95
Project Designer.....	85
Designer .....	75
Associate Designer .....	65
Technical Coordination Manager.....	95
Technical Word Processing III .....	75
Technical Word Processing II .....	60
Technical Word Processing I .....	50

\* These rates are firm through December 31, 2020. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

### REIMBURSABLE EXPENSES AND OUTSIDE SERVICES

Transportation and Subsistence - Transportation and subsistence expenses will be billed at cost plus a 15% service charge.

Outside Services - Outside services will be billed at cost plus a 15% service charge. Examples of outside services ordinarily charged to projects are subcontractors; laboratory charges; outside printing and reproduction; shipping charges; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; and state sales and use taxes. Field and specialty equipment will be billed at a daily, weekly or monthly rate, as needed for the project.

Other Expenses - Examples of other expenses are telecommunications charges, blueprints/plots, in-house copying and printing, software licensing fees, and data network fees.

### PAYMENT TERMS

Invoices will be submitted monthly unless specifically detailed otherwise in an accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.





## STANDARD CONDITIONS FOR ENGAGEMENT

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The **CLIENT** and **THE H.L. TURNER GROUP INC. (TTG)** hereby agree as follows:

- 1. CONTRACT** - The Contract is the Proposal or Contract document that is signed and dated by TTG and the CLIENT and to which these Standard Conditions for Engagement are appended by reference.
- 2. COMPENSATION FOR SERVICES AND PAYMENT TERMS** - The CLIENT agrees to pay TTG in accordance with the payment terms provided in the Contract.

Invoices will be submitted monthly unless specifically detailed otherwise in the accompanying contract or signed proposal.

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.

### **3. CLIENT RESPONSIBILITIES**

*Project Requirements:* The CLIENT shall provide to TTG all criteria and information as to requirements for the Project including objectives, constraints, performance requirements, expendability and budgetary limitations; and furnish copies of all design and construction standards which the CLIENT will require to be incorporated into the Project.

*Client Representative:* The CLIENT shall designate in writing a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to TTG's services for the Project.

*Existing Information:* The CLIENT shall provide TTG with all information available to the CLIENT pertinent to TTG's work under this Agreement. The CLIENT shall furnish to TTG, as required for performance of TTG's Basic Services, the following:

- Environmental assessment and impact statements;
- Property, boundary, easement, right-of-way topographic and utility surveys;
- Property descriptions;
- Zoning, deed and other land use restriction;
- Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations of all of the foregoing; and
- Other special data or consultations;

all of which TTG shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing services under this Agreement. The CLIENT shall assist TTG as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the CLIENT on matters affecting this Project.

*Access:* The CLIENT shall acquire all necessary easements, rights of way, land takings and arrange for access to and make all provisions for TTG and its subconsultants to enter upon public and private property as required for TTG to perform its services.

*Review Documents:* The CLIENT shall examine all documents prepared for the Project by TTG; and at the CLIENT'S option, obtain advice from legal counsel, insurance counsel and other appropriate advisors, and advise TTG of any opinion or recommendations resulting from paid advice.

*Permits:* The CLIENT shall secure and maintain all necessary approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

*Notice:* The CLIENT shall give prompt written notice to TTG whenever he observes or otherwise becomes aware of any development that affects the scope or timing of TTG's services.

*Additional Work:* The CLIENT shall furnish, or direct TTG to provide necessary Additional Services.

*Costs:* The CLIENT shall bear all costs incident to compliance with the requirements of this Section 3.

**4. DOCUMENTS** - All reports, design drawings, field data and notes, laboratory test data, calculations, estimates and other documents that TTG prepares as instruments of service shall remain TTG's property. The CLIENT agrees that TTG's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or his agents shall be utilized solely for this project. These documents are not intended or represented to be suitable for reuse by CLIENT or others in connection with (a) the completion of the Project if TTG's agreement has been terminated or TTG otherwise is not involved in the Project; (b) extensions of the Project; and/or (c) any other project. Any reuse without written verification or adaptation by TTG for the specific purpose intended will be at CLIENT's sole risk and without any liability or legal exposure to TTG or its consultants. The CLIENT shall indemnify and hold harmless TTG, and its consultants, from any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle TTG to further compensation at rates to be agreed upon by CLIENT and TTG.

**5. RESTART** - If the Project is stopped for a period greater than 30 days, a restart fee will be required to compensate TTG for any necessary premium time, and for remobilization of staff and materials. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation.

Restart fee will be 10% of fee earned to date of stoppage, unless CLIENT and TTG agree on a different amount.

**6. CONSTRUCTION OBSERVATION SERVICES** - If TTG's construction observation services are included as part of the scope of services in the Contract, TTG will provide personnel to observe construction to determine that it is being performed, in general, in accordance with the plans and specifications.

TTG cannot provide its opinion on the suitability of any part of the work performed unless measurements and/or observations of that part of the construction are made by TTG personnel.

TTG's services do not make TTG a guarantor of the contractor's work and the contractor will continue to be responsible for the accuracy and adequacy of all construction or other activities performed by the contractor. The contractor will be solely responsible for the methods of construction; supervision of personnel and construction; control of machinery; falsework, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA regulations.

**7. REVIEW OF SHOP DRAWINGS** - If TTG's contract with the CLIENT so requires, TTG shall review (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. TTG's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

**8. CONTRACTOR PERFORMANCE** - It is the CLIENT's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. The CLIENT agrees to pay TTG 2.5 times Direct Personnel Expense for all its troubleshooting work due to Contractor's inability to achieve satisfactory operation.

CLIENT shall hold harmless, defend and indemnify TTG, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of the CLIENT or its agents, or liability due to the negligence of any Contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of TTG or its consultants due to the sole negligence of TTG, or its consultants.

**9. COST ESTIMATES** - Any estimates or opinions of project or construction costs are provided by TTG on the basis of TTG's experience and qualifications as an architect/engineer and represent its best judgment as an experienced and qualified architect/engineer familiar with the construction industry. Since TTG has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by TTG. Similarly, since TTG has no control over building operation and/or maintenance costs, TTG cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by TTG. No fixed limit of construction cost is established as a part of this Agreement.

**10. STANDARD OF CARE** - TTG's services will be performed in accordance with generally accepted practices of the Architects/Engineers providing similar services at the same time, in the same locale, and under like circumstances. CLIENT agrees that TTG's services provided will be rendered without any warranty, express or implied.

**11. SUSPENSION OF WORK** - The CLIENT may, at any time, by ten (10) day written notice, suspend further work by TTG. The CLIENT shall remain fully liable for and shall promptly pay TTG the full amount for all services rendered by TTG to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, TTG may, by providing a ten (10) day written notice to the CLIENT, suspend further work until payments are restored to a current basis. In the event TTG engages counsel to enforce overdue payments, the CLIENT shall reimburse TTG for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless TTG from any claim or liability resulting from suspension of the work due to non-current payments.

**12. INSURANCES** - TTG is protected by Worker's Compensation Insurance and Employer's Liability Insurance. TTG will furnish certification upon written request. The CLIENT agrees that TTG will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**13. PROFESSIONAL LIABILITY** - The CLIENT agrees that TTG's liability to Client and to Client's general or other contractors and subsequent owners of the property for damages attributable to TTG's negligent acts, errors, or omissions shall be limited to the sum of \$50,000 or to the total fee for services rendered by TTG, whichever is greater.

The CLIENT shall advise its general and other contractors of this limitation to TTG's liability, shall obtain their agreement to be bound by this limitation, and shall indemnify, defend, and hold TTG free and harmless from, (1) all damages, costs, and expenses, including attorneys' fees, in excess of this limitation, and (2) all damages, costs, and expenses, including attorneys' fees, attributable to allegations of defects or deficiencies in the project not shown to have been caused by TTG's fault or neglect.

**14. INDEMNIFICATION** - TTG and Client each agree to indemnify each other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent they are caused by each party's respective negligent acts, errors, or omissions relating to this Agreement. In the event the losses, damages, or expenses are caused by the joint or concurrent negligence of TTG or Client, they shall be borne by each party in proportion to its own negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable law.

**15. INDEMNIFICATION FOR HAZARDOUS MATERIALS** - The CLIENT agrees that TTG has not contributed to the presence of hazardous wastes, oils, asbestos or other hazardous materials that may exist or be discovered in the future at the site and that TTG does not assume any liability for the known or unknown presence of such materials.

Therefore, the CLIENT shall defend, indemnify, and hold harmless TTG, its consultants, subcontractors, agents and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil or other hazardous materials or pollutants. The CLIENT shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by TTG's sole negligence.

**16. WAIVER OF SUBROGATION** - The CLIENT and TTG waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The CLIENT and TTG shall each require similar waivers from their contractors, consultants and agents.

**17. SUCCESSORS AND ASSIGNS** - The CLIENT and TTG each binds himself, his partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

Except as above, neither the CLIENT or TTG shall assign, sublet or transfer his interest in this Agreement without the written consent of the other party hereto. Nothing in this paragraph shall prevent TTG from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist in the performance of the services of this Agreement.

**18. GOVERNING LAW** - This Agreement is to be governed by and construed in accordance with the law of the State of New Hampshire.

**19. DISPUTE RESOLUTION** - The CLIENT and TTG agree to submit all claims and disputes arising out of the Contract and these Standard Conditions to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of the Contract and these Standard Conditions; however, neither party shall seek mediation of any claim or dispute arising out of the Contract and these Standard Conditions beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**20. TERMINATION** - Either party may terminate this Agreement in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and 2) an opportunity for consultation with the terminating party before termination.

Upon termination, the CLIENT shall pay TTG for all work completed prior to the effective date of the termination. If compensation within the Agreement is based on a lump sum, the amount due TTG at termination shall be computed as the percentage complete of the work times the lump sum. If compensation is based on billing rates or actual costs, the amount due at termination shall be computed based on hours charged to the Project at termination times the appropriate ratios.

# RFQ - REVISED FEE PROPOSAL



## MILFORD COMMUNITY CENTER FEASIBILITY STUDY

January 13, 2020

### DESIGN TEAM:

gbA (lead)

Ballard King

Wagner Hodgson

Engineering Ventures

Engineering Services of Vermont

Barden Inspection & Consulting Services



## FEE OVERVIEW

For the Milford Community and Senior Center we propose an architectural fee of **\$28,000** with a total design team fee of **\$60,000 including reimbursables**. This includes design services by a structural, civil, landscape, MEP, cost estimating and recreation planning consultant. If the owner chooses not to utilize one of the design team members, work scope and services, the total design team fee can be adjusted.

Firm	Fee (reimbursables in parenthesis)
gbA Architecture & Planning <i>Architecture</i>	<b>\$28,000</b> (\$675 reimbursable)

<b>Consultants - Scope and fee may be reviewed with you.</b>	<b>Fee</b> (reimbursables in parenthesis)
Engineering Ventures <i>Structural Engineering</i>	Structural \$4,000 (Existing Building Evaluation and Narrative Plus Structural info for new building) <b>\$4,000</b>
Engineering Ventures <i>Civil Engineering</i>	Civil \$5,000 (Existing Site Evaluation and Narrative Plus Civil Concept Sketch) <b>\$5,000</b> (\$100 reimbursable)
Engineering Services <i>MEP Engineering</i>	<b>\$5,500</b> (\$125 reimbursable)
Wagner Hodgson Landscape Architecture <i>Site Planning, Landscape Architecture</i>	<b>\$5,000</b> (\$100 reimbursables)
Barden Inspection & Consulting Services Inc <i>Cost Estimating Services</i>	<b>\$2,000</b>
Ballard * King <i>Recreation Planning Consultant</i>	<b>\$9,500</b>

## HOURLY RATES

### ADDITIONAL SERVICES

Requested additional services will be billed hourly. Approved additional services for any consultant costs will be billed at cost plus 10%.

#### gbA HOURLY RATES

Principals:	\$125/hour
Staff Architects:	\$105/hour
Architectural Designers:	\$80/hour
Clerical:	\$55/hour

#### Ballard \* King HOURLY RATES

Principals:	\$165/hour
Senior Associate:	\$140/hour
Associate:	\$115/hour
DAILY RATES:	
Principal:	\$1,325 day
Senior Associate:	\$1,125 day
Blended Hourly Rate:	\$925/day

#### Wagner Hodgson HOURLY RATES

Partner:	\$150/hour
Principal:	\$130/hour
Associate:	\$110/hour
Landscape Architect:	\$95/hour
Landscape Designer:	\$85/hour
Support Staff:	\$55/hour

#### Engineering Services HOURLY RATES

Engineer:	\$125/hour
Design Engineer	\$90/hour
Technical Assistant:	\$75/hour
Support Staff:	\$50/hour

#### Barden Inspection & Consulting HOURLY RATES

Owner:	\$85/hour
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#### Engineering Ventures HOURLY RATES

Officer/Principal:	\$130-160/hour	
Senior Project Manager/Engineer:	\$125-\$150/hour	
Project Managers:	\$105-\$125	
Project Engineers:	\$95- \$110	Technicians/Designers: \$85- \$105
Staff Engineers:	\$85-\$105	Administration: \$60-\$80



Littleton Food Coop Entry, Littleton, New Hampshire





BARGMANN HENDRIE + ARCHETYPE, INC.

Architecture | Planning | Interior Design

9 Channel Center Street  
Suite 300  
Boston, MA 02210

617 350 0450  
bha@bhplus.com  
www.bhplus.com

December 5, 2019, Revised January 3, 2020

Lincoln Daley  
Community Development Director  
Town of Milford  
1 Union Square  
Milford, NH 03055

re: Fee Quote for Community Center Feasibility Study Scope of Work (Revised)

Dear Mr. Daley:

As requested in your email dated December 31, 2019, we would like to submit our revised quote for the Community Center Feasibility Study project.

We propose to provide the services as described in the Community Center Feasibility Study RFQ for the Town of Milford (provided on page 8 of 14 of the RFP dated August 20) and described below.

Scope of Services:

The selected consultant will be required to prepare a comprehensive Needs Assessment and Feasibility Study for the proposed Center. The study should include the following components:

- A. Research and Market Analysis:
  - a. Evaluate current recreational facilities and programming in and around the Milford community.
  - b. Evaluate community and residents needs and preferences relative to the programs and associated amenities of a proposed Center.
  - c. Assess partnership opportunities, including identification of collaborative partners in the public, private and not-for-profit sectors, and how such partnerships and program synergies/coordination and asset sharing may impact the funding, spatial needs, and operations of a Center.
- B. Public Outreach & Community Engagement - The selected consultant shall engage the community and conduct necessary research and analysis to identify and evaluate community need for a Center. Engagement to include, but not be limited to: review of 2016 Keyes Memorial Park Advisory Committee Report, Town Master Plan, interviews with key Town Staff, Board of Selectmen, Planning Board, Recreation Commission, MCAA representatives, Milford School District, Souhegan Boys and Girls Club, Hampshire Hills, Arthur L. Keyes Memorial Park Trust members.
- C. Examine the 127 Elm Street building site to determine adequacy to accommodate existing and future programs and services. Highlight potential deficiencies at the facility, such as structural and utility conditions, health/environmental concerns, available interior space, parking sufficiency, location appropriateness within Keyes Memorial Park.
- D. Provide design alternatives and an estimate/range of the total project cost to reuse/renovate/repair the existing building, to include hard and soft costs, financing, site preparation, demolition, etc.

- E. Evaluate the current building location or potential alternative sites within the Keyes Memorial Park property suitable for the construction of a new Center to accommodate existing and future programs and services.
- F. Determine several scoping options regarding facility and program scope, size, features and amenities. Estimate/range of the total project cost for each scoping options to include hard and soft costs, financing, site preparation, demolition, etc.
- G. A final report to the Town, including a joint work session with the Milford Board of Selectmen, Recreation Commission, Keyes Memorial Park Advisory Committee.
- H. Assist in the preparation of a Request for Proposal ("RFP") for the construction and operation of the Center.

It is our understanding that a large part of this feasibility study involves the evaluation of the current/future recreational and social programming within the Town and exploration of collaborative partnerships with non-profits, private organizations, and community groups that will determine the footprint and spatial requirements of the Center. The other component of this project is determining whether the Town can repurpose the existing 30,000 sf building located at 127 Elm Street into a community center that fits the needs of the citizens or if construction of a new facility is necessary.

Our proposed fee for the Community Center Feasibility Study is as follows:

Research and Market Analysis	\$9,000
Public Outreach and Community Engagement	\$5,000
Examination of the Existing Building at 127 Elm Street	\$18,000
Design Alternative and Estimate for Repurposing of Existing Building	\$8,000
Evaluate Current / Potential Sites within Keyes Memorial Park	\$4,000
Scoping Options / Cost Estimates for each Option	\$9,500
Final Report for Town and Joint Working Session	\$4,000
Assist in RFP Preparation for Construction and Operation	\$2,500
	<hr/>
	\$60,000

We are enthusiastic about your opportunity. Please contact me if you have any questions regarding the fee or the scope of services described above.

Sincerely,



Joel Bargmann, AIA  
Principal  
617-456-2227 or [jbargmann@bhplus.com](mailto:jbargmann@bhplus.com)

4. a) 1) & 2) Request for Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 31:95 (b) and (e).

**Board of Selectmen**  
**Agenda Date: 01/27/20**

**Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 (31:95(b))**

Source	Amount	Purpose
HealthTrust	\$ 500.00	Donation to the Milford Police Department for the Town Wellness Campaign Special Purpose Fund. See attached memo.
Working Dog Foundation, Inc.	\$ 4,878.88	Donation to the Milford Police Department for the New Police K-9 Special Purpose Fund. See attached memo from the Police Chief.

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

Kent Sheldon, Kent's Service Station	Donation of 10 bags of speedy dry (oil absorbent) to the Milford Fire Department. The estimated value is \$109.90 ( <del>\$10.99</del> per bag). See attached memo from the Fire Chief. <b>10.99</b>
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# TOWN OF MILFORD

## OFFICE OF THE SELECTMEN

*TO:* Board of Selectmen  
*FROM:* Tina M. Philbrick, Executive Assistant  
*DATE:* January 27, 2019  
*SUBJ:* Coordinator Reward Money



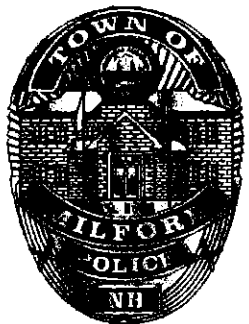
The Town of Milford's Police Department has received a check in the amount of \$500 as a coordinator award from HealthTrust.

Members of the Wellness Committee attended a Wellness in January and as coordinators for the town, received the incentive monies to be spent at their discretion on wellness activities to benefit town employees.

Please deposit the check into account # account number 48274-55900.

Thank you

Tina M. Philbrick  
Executive Assistant



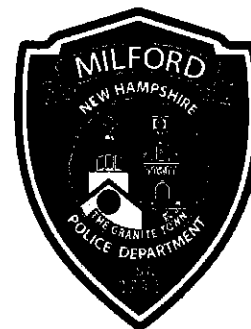
# **Town of Milford**

**POLICE DEPARTMENT**

19 Garden Street  
Milford, NH 03055  
603-249-0630

**Michael J. Viola**

**Chief of Police**



To: Mark Bender, Town Administrator  
Board of Selectmen  
From: Chief Michael J. Viola  
Date: January 20, 2020  
Ref: Unanticipated Funds from the Working Dog Foundation, Inc.

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve unanticipated funds in the amount of \$4878.88, (four thousand eight hundred seventy eight and eighty eight cents), from the Working Dog Foundation, Inc. These anticipated funds were donated to the Milford Police Department to cover medical/dental expenses for the department's K-9 Barry.

As of this request, the expenses for this surgery have been taken from the Town of Milford Police Department's New K-9 account. Based on the funds being taken from this account, I would also respectfully request that the Board of Selectmen consider and approve that the above donated funds be placed back into the New K-9 account listed under #48233.

Your consideration in this request would be greatly appreciated.



**RECEIVED**  
JAN 13 2020

**BY:** .....

January 10, 2020

Milford Police K-9 Unit  
19 Garden St  
Milford, NH 03055

K-9 Barry

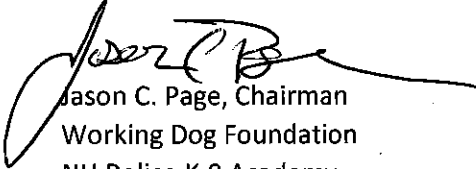
Greetings,

As the Chairman of the Board of Directors of the Working Dog Foundation, I would like to inform you, the B.O.D. at our last meeting on January 8, 2020, voted to assist with the dental bills for K-9 Barry.

We consider Officers Mike Barritt and Jason Palmer to be a huge asset to our foundation and to the NH Police K-9 Academy.

Enclosed, please find a check for \$4,878.88.

Best regards,



Jason C. Page, Chairman  
Working Dog Foundation  
NH Police K-9 Academy  
(603)-498-8651



## Fire Department MEMORANDUM

**TO:** Finance/Board of Selectmen

**FROM:** Milford Fire Department

**DATE:** 1/14/20

**SUBJECT:** Donation

The Milford Fire Department received a donation that we ask to accept:  
Kent Sheldon from Kent's Service Station donated 10 bags of speedy dry (oil absorbant) to the department. The value is \$10.99 per bag.

Regards,

A handwritten signature in black ink, appearing to be "K. Flaherty", written over a horizontal line.

**Kenneth Flaherty**  
**Chief of Department**

4. a) 3) Approval of Milford & Amherst Mutual Aid & Assistance Agreement -  
Renewal.



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055

TEL: (603)249-0620

WEB: WWW.MILFORD.NH.GOV

**Date:** January 22, 2020  
**To:** Mark Bender, Town Administrator  
**From:** Lincoln Daley, Community Development Director  
**Subject:** Milford & Amherst Mutual Aid & Assistance Agreement - Renewal  
**Building Inspection & Code Enforcement Services**

The purpose of this memorandum is to seek Board of Selectmen approval to continue the Mutual Aid Assistance Agreement with the Town of Amherst for Building Inspection & Code Enforcement Services. Attached please find the existinng Mutual Aid Assistance Agreement executed by the Town of Amherst for your review and signature.

In an effort to maintain a high level of customer service, respond to the needs of the buildng community, and mimize costs to Milford, the Community Development Office engaged the Town of Amherst to explore the oppportunity of sharing municipal resources. Chapter 53-A of the New Hampshire Revised Statutes Annotated, permits municipalities to make the most efficient use of their powers by enabling them to co-operate with other municipalities on a basis of mutual cooperation. This includes entering into mutual aid and assistance agreements that may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel, and services.

There was a demonstrated need by both communities to continue building inspections and code enforcement in the absence of the building inspector due to injury, illness, vacation, etc. Given that each community employees one full-time building official, the absence of said official has a signifacant impact on residents and the development community seeking buildings permits/inspections. The purpose of the Mutual Aid Agreement is to formally allow the building inspectors of Milford and Amherst to fill in for each other as may be needed, to ensure the two communities building inspection and code enforcement functions are covered during these times.

The riprocal agreement would remain in effect for two years and could be renewed by joint action of the two boards. The agreement is structured to ensure that each Town's foremost responsibility is to its own citizens and would not impose an unconditional obligation on either community to provide aid and assistance pursuant to a request from the other community. Each community would be responsible for their respective building official's compensation and liability coverage. Lastly, mileage incurred for the services provided would be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.



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

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

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

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

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

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

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

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

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

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

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

## **SECTION II: COST DOCUMENTATION**

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

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

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

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

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

G. There will be no acquiring, holding and disposing of real and personal property jointly by the Town of Milford and Amherst as a result of this Mutual Aid Agreement. Both communities will utilize existing resources owned individually by either the Town of Milford or the Town of Amherst.

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

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

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

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

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

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

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

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

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

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

TOWN OF MILFORD SELECT BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

TOWN OF AMHERST SELECT BOARD

*[Signature]* 1-13-<sup>20</sup>~~19~~  
\_\_\_\_\_  
*Dough Breen* 01/13/2020  
*R. Mancini* 01/13/20  
*John D'Amato* 01/13/20  
*Frank P. [Signature]* 1/13/20

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

**Primary Election**

**Schedule of Selectmen at Polling/Voting Location  
(RSA's 658:23, 658:24, & 659:9)**

**Date of Vote:** February 11, 2020

**Location of Vote:** Milford Middle School, 33 Osgood Road

**6:00 am: Polls Open**

**Selectman that will be present**

**6:00 am – 7:00 am:** \_\_\_\_\_

**7:00 am – 8:00 am:** \_\_\_\_\_

**8:00 am – 9:00 am:** \_\_\_\_\_

**9:00 am – 10:00 am:** \_\_\_\_\_

**10:00 am – 11:00 am:** \_\_\_\_\_

**11:00 am – 12:00 pm:** \_\_\_\_\_

**12:00 pm – 1:00 pm:** \_\_\_\_\_

**1:00 pm – 2:00 pm:** \_\_\_\_\_

**2:00 pm – 3:00 pm:** \_\_\_\_\_

**3:00 pm – 4:00 pm:** \_\_\_\_\_

**4:00 pm – 5:00 pm:** \_\_\_\_\_

**5:00 pm – 6:00 pm:** \_\_\_\_\_

**6:00 pm – 7:00 pm:** \_\_\_\_\_

**7:00 pm – 8:00 pm:** \_\_\_\_\_

**8:00 pm (Three Selectmen must be present to close polls and sign ballot boxes):**

\_\_\_\_\_

**Town Status Report - January 27, 2020**

**Milford Unreserved Fund Balance Update and Amount to Reduce Taxes -**

Please refer to the Fund Balance Analysis spreadsheet prepared by Paul Calabria, Finance Director. Professional guidance is provided to towns on the minimum fund balance as a percentage of Town, County and School Appropriations as follows:

- NH DRA recommends that towns retain 5% to 10%
- NHGFOA recommends that towns retain 8% to 17%

Our unaudited fund balance at 12/31/19 is \$4,451,273 and represents 10.7% of the Gross Town, County and School Appropriations. This is well within the guidelines and is an increase of \$549,929 from the prior year balance. We have shown a steady increase in Fund Balance for the past five years due to a combined expense surplus and improved revenues.

Last year we used \$200,000 from Fund Balance to reduce taxes along with the unexpected Municipal Aid of \$182,960 for a total of \$382,960.

This year, staff recommends using \$500,000 of Fund Balance to reduce taxes. The remaining Unreserved Fund Balance would be \$3,951,273 or 9.5% of Gross Appropriations. If you look at the 2020 Budget Summary & Estimated Tax Rate Calculation, using the proposed \$500,000 would provide an Estimated 2020 Tax Rate of \$6.01 if the Proposed Budget and all Warrant Articles pass. This is an increase of \$0.27 or 4.7%

Town of Milford  
Fund Balance analysis  
Prepared: January 20, 2020

**Minimum Level of Unassigned Fund Balance as a percentage of Town, County & School Appropriations:**

Per T. of Milford Finance Policy	5% to 15%
Per NHDRA recommendation	5% to 10%
Per NHGFOA recommendation	8% to 17%

**Fund Balance:**

	Actual	
12/31/2018	3,901,344	
12/31/2019	4,451,273	<i>*Unaudited</i>

**Gross Appropriations (Town, County & School):**

FY 2019	41,509,395	
10.7%	4,451,273	<i>*Unaudited</i>
5%	2,075,470	
10%	4,150,940	
15%	6,226,409	

**Fund Balance used to reduce the tax rate:**

<u>FB Used</u>	<u>Remaining Fund Balance</u>	<u>% of Gross Appropriations</u>
250,000	4,201,273	10.12%
500,000	3,951,273	9.52%
750,000	3,701,273	8.92%
1,000,000	3,451,273	8.31%





**PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN  
THE TOWN OF MILFORD AND MILFORD SPARTAN SOLAR, LLC**

This Payment in Lieu of Taxes (PILOT) Agreement (hereinafter "Agreement") is made under New Hampshire Revised Statutes Annotated (NHRSA) 72:74, this \_\_\_\_\_ day of \_\_\_\_\_ 2020, between the Town of Milford, New Hampshire ("Town") and Milford Spartan Solar, LLC, ("MS"), a Delaware limited liability company having an office at c/o OED Granite Apollo, LLC, 114 North Main Street, 3<sup>rd</sup> Floor, Concord, NH 03301 (hereinafter together "the Parties").

**Background**

MS seeks to develop a renewable solar-powered electric generating facility (the "Facility") erecting solar arrays and transmissions lines in the Town of Milford. The Facility will be located near Perry Road. MS intends to build a portion of the Facility on land owned by Not Too Dusty, LLC, with the remainder on land owned by the Town. MS estimates that the Facility will have 16 MW of generation capacity.

MS will construct the facility on land it will lease from Not Too Dusty, LLC, identified on Town tax maps as tax lot 39-74 and on land leased from the Town, identified on Town tax maps as tax lots 38-4, 38-5, 38-5-1, 38-9, 38-11, 38-12, 38-13, and 38-14.

The Facility will be a "renewable generation facility", as defined in NHRSA 72:73 and NHRSA 374-F:3, V(f)(3). Under NHRSA 72:74, the owner of a renewable generation facility and the governing body of the municipality in which the facility is located may, after a public hearing, enter into a voluntary agreement to make payments in lieu of taxes.

MS and the Town desire to enter into such a PILOT agreement under NHRSA 72:74.

NOW THEREFORE, the Parties hereto agree as follows:

## Terms and Conditions

1. Payments in Lieu of Taxes. MS will make payments in lieu of taxes to the Town for each tax year (April 1 to March 31) during the term of this Agreement, in accordance with Sections 3, 4, and 5 below. These PILOT payments will be in lieu of any, and all, *ad valorem* real estate taxes otherwise payable under NHRSA Chapter 72, including all town, county, and local school district taxes.
  
2. Term. Mindful of RSA 72:74, VI and VII, the Parties have determined that a long-term agreement provides predictability of tax revenues and expenses, and therefore a PILOT agreement in excess of five (5) years would be advantageous to both the Town and MS. Accordingly, the term of this Agreement shall be the Construction Term, as defined below, followed by a forty (40) year period.
  
3. Construction Term. The Construction Term, as defined in both of the lease documents, shall be the period beginning when MS obtains possession of the properties listed above and ending on the earlier of two years after the date of possession, or the Commercial Operations Date, unless extended by agreement of MS and the Town. Throughout this document, Commercial Operations Date has the same meaning as defined in the Land Lease Option and Lease Agreement (Solar Farm) between the Town and MS. During the Construction Term, MS shall make the following PILOT payments to the Town:
  - a. Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) within thirty (30) days of the start of the Construction Term;
  - b. A second Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) within thirty (30) days of the one (1) year anniversary of the start of the Construction Term;
  - c. If the Commercial Operations Date does not occur within twenty-four (24) months of the start of the Construction Term, and MS still plans to complete construction and operate the Facility, then MS and the Town will enter into good faith discussions to identify further interim PILOT payments during the

Construction Term. If the Parties cannot reach an agreement, then this Agreement shall terminate.

4. PILOT Payments for Forty (40) Year Ordinary Term. The Ordinary Term begins on the Commercial Operations Date. Subject to possible adjustments under Section 5 below, annual PILOT payments to the Town for the forty (40) year Ordinary Term shall begin at the rate of Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) per year in the tax year that begins April 1 following the Commercial Operations Date. The rate for annual PILOT payments will increase 2% (two percent) cumulatively in each successive year of the Ordinary Term.

MS's payments to the Town in lieu of taxes during the Ordinary Term covered by this Section 4 will be as follows:

<u>Year</u>	<u>Payments in lieu of Taxes</u>
1	48,000.00
2	48,960.00
3	49,939.20
4	50,937.98
5	51,956.74
6	52,995.87
7	54,055.79
8	55,136.91
9	56,239.65
10	57,364.44
11	58,511.73
12	59,681.96
13	60,875.60
14	62,093.11
15	63,334.97
16	64,601.67
17	65,893.70
18	67,211.57
19	68,555.80
20	69,926.92
21	71,325.46
22	72,751.97
23	74,207.01
24	75,691.15
25	77,204.97
26	78,749.07

27	80,324.05
28	81,930.53
29	83,569.14
	<b><u>Payments in</u></b>
<b><u>Year</u></b>	<b><u>lieu of Taxes</u></b>
30	85,240.52
31	86,945.33
32	88,684.24
33	90,457.92
34	92,267.08
35	94,112.42
36	95,994.67
37	97,914.56
38	99,872.85
39	101,870.31
40	103,907.72

5. Potential Adjustment of PILOT Payments.

- a. Increase in Capacity: In the event MS upgrades the Facility during the term of this Agreement in such a way as to increase the Facility's total capacity, then MS will adjust PILOT payments upward beginning in the next tax year by the percentage of the increase in capacity.
- b. Reduction in Capacity: If the Facility's installed and operating capacity as of April 1 in any tax year is materially reduced from the previous tax year due to: (i) damage caused by natural forces, (ii) operation restrictions caused by a change in law, regulation, ordinance, or industry management standards, or (iii) the permanent cessation of the Facility's operations, as evidenced by the removal of all solar panels, the PILOT payment will be adjusted downward based on the percentage of the Facility that is no longer functional. In the case of clause (iii) above, this Agreement will terminate.

6. Payment of Amounts Due. Other than the Construction Term payments, which shall be made as set forth in Section 3 above, MS shall make the PILOT payments to the Town due hereunder for any given tax year in the Ordinary Term in two equal installments on June 1 and December 1.

7. Non-Payment. Non-payment of any payment due the Town shall constitute default. In the event of default for non-payment of the payments required pursuant to this Agreement, the Town, in addition to such other rights available at law or equity, shall be entitled to issue such notices and exercise all rights available to the Town pursuant to RSA Chapter 80. It shall not be a defense to such a proceeding that MS is obligated under this Agreement to make payments in lieu of taxes rather than taxes.
  
8. Public Hearing. Prior to signing this Agreement, the Town shall hold a public hearing as required by NHRSA 72:74, I. The Town shall provide notice of such hearing as required by law.
  
9. Current Use Tax. Within three months of commencement of the Construction Term, MS agrees to make an additional payment to the Town of \$11,145, in lieu of land use change taxes with respect to tax lot 39-74.
  
10. Other Taxes Not Covered. This Agreement covers only *ad valorem* real estate taxes and land use change taxes payable under NHRSA Chapters 72 and 79-A. It does not include or cover other local, state, or federal taxes which may be payable on account of Facility revenues or activities, including the State Utility Property Tax, Business Enterprise Tax, or Federal Income Tax.
  
11. Notices. Any notice to be provided under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by certified mail at the following addresses:

For the Town:

Town Administrator  
 Town of Milford  
 1 Union Square  
 Milford, NH 03055

For MS:

Milford Spartan Solar, LLC  
 c/o OED Granite Apollo, LLC  
 114 N. Main Street, 3<sup>rd</sup> Floor  
 Concord, NH 03301

With a copy to:

Nixon Peabody LLP  
900 Elm Street  
Manchester, NH 03101  
Attention: Mark E. Beaudoin, Esquire

In the event of a change in address of any party listed above, the responsible signatory (MS in the case of itself, or its counsel) shall give the other party prompt written notice of such change of address, which shall be effective upon receipt.

12. Contingency. This Agreement shall only be effective upon rezoning of tax lot 39-74 into a zoning district on which the Facility will be a permitted use.

13. Miscellaneous.

- a. New Hampshire law shall apply in construing and interpreting this Agreement. In the event any court having jurisdiction shall hold any term of this Agreement, or the application of any such term, invalid, the other terms of this Agreement and their application shall not be affected thereby and shall remain in full force and effect, provided that the remaining terms continue to preserve the essential economic terms of this Agreement.
- b. The terms and provisions contained in this Agreement constitute the final Agreement between the Parties with respect to this Agreement and supersede all previous communications, representations or agreements, either verbal or written. No modification or amendment to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.
- c. MS shall have the right, in its sole discretion, to assign this Agreement to any bona fide purchaser, transferee, or assignee, provided that said purchaser, transferee or assignee has the financial, managerial, and technical capacity to construct and operate the Facility as contemplated by the Parties hereto. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the Parties, their assigns and successors. MS shall provide written notice to the Town of any sale, transfer, or

assignment not less than thirty (30) days prior to such sale, transfer or assignment taking effect.

- d. Section titles or subject headings in this Agreement are for the purpose of reference and convenience only and are not intended to affect the meaning of the contents or scope of this Agreement.
- e. The Parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original instrument, but all of such counterparts together will constitute but one Agreement.

*[Signature page follows]*

TOWN OF MILFORD, NEW HAMPSHIRE  
By its Select Board:

\_\_\_\_\_  
Gary Daniels, Chair

\_\_\_\_\_  
Paul Dargie, Vice Chair

\_\_\_\_\_  
Mike Putnam, Member

\_\_\_\_\_  
Laura Dudziak, Member

\_\_\_\_\_  
Chris Labonte, Member

MILFORD SPARTAN SOLAR, LLC

By: \_\_\_\_\_  
Michael Caplan, \_\_\_\_\_ (title)



DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

January 13, 2020

**PRESENT:** Gary Daniels, Chairman Mark Bender, Town Administrator  
Paul Dargie, Vice Chairman Tina Philbrick, Recording Secretary  
Mike Putnam, Member Nick Addonizio, Videographer  
Laura Dudziak, Member - EXCUSED  
Chris Labonte, 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 and then led the audience in the Pledge of Allegiance. 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: (Approximate times)**

**5:30 p.m. – Eagle Scout Dugout Renovations Project – James Rolanti**

In summary, James is hoping to fundraise \$1,800 to cover expenses for wood, roofing, paint, and other project related expenses to renovate the dugouts at Keyes Field as part of his Eagle Scout project. He will start fundraising in January and expects to complete the project in July 2020. He will coordinate with adults and other teens to help him with bake sales and the project.

Chairman Daniels asked if placing the bat rack on the outside of the dugout leave it open to weather. James said he will make them mobile so they can be moved back into storage after the games. During games the bats are typically leaning against the fence even if it's raining.

Chairman Daniels asked why he is taking metal off the roof of the dugouts and replacing it with shingles. James said he wanted to use architectural shingles because they last around 30 years. The current metal roofs are already leaking after only 20 years.

Selectman Dargie asked if James had to extend it, would it be a problem if he was turning 18. James said he turns 18 in October and doesn't see that as a problem for this project. He picked this project because he played baseball. Selectman Putnam asked when in July did he think he would be done. James said it would depend on how many workdays it takes to complete it. Chairman Daniels asked if he would be coordinating with anyone who uses the field to avoid conflict. James said as of now, there is no conflict.

Selectman Dargie made a motion to approve James's Eagle Scout project. Seconded by Selectman Putnam. All were in favor. The motion passed 4/0.

**5:35 p.m. - Solar Pilot Presentation – Dominic LeBel and Mike Caplan**

In summary, the town voted last March to put a solar farm on a portion of the BROX property.

- Milford Spartan Solar is a 16-megawatt project being developed off Perry Road for 119.62 acres.
- It will be developed on a mix of public and private land
- The Town and appropriate Boards will control the permitting process.

The project is proposing a PILOT (payment in lieu of taxes). The proposed PILOT would increase revenue and revenue certainty to the Town upon exercise of the lease option. A PILOT agreement is an agreement between a government entity and a developer or project that provides long term predictability of tax revenues and expenses. They are a common means of covering tax liability in NH, and renewable energy project PILOTS are common across the United States.

Hopkinton Solar recently did PILOTS with two New Hampshire Towns starting at \$3,000 per MW for up to a 40 year term. Both Hopkinton and Webster entered into agreements in November 2019.

This PILOT would start upon the exercise of the lease option and start of the construction. There would be a 2 year Construction Term, followed by a 40 year Ordinary Term, generating up to **\$2,940,000** in revenue for the Town of Milford.

- Construction Term: \$24,000/year
- One-time Land Use Change Tax of \$11,145 for removing the private landowner parcel from current use status.
- Ordinary term payments will start at \$48,000 per year and the current tax revenue on project land is approximately \$400 per year.

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 01/13/2020**

63 Mike said the first year \$48,000 with the lease to the town would be approximately \$168,000 between PILOT and lease.

64  
65 Selectman Dargie asked if they've worked out a PILOT with Londonderry yet. Dominic said no. Selectman Putnam  
66 asked how long they worked with the town of Webster and has the solar started. Dominic said they entered into the  
67 lease in October 2019 and the PILOTS were finalized the end of November 2019. They have started some environmen-  
68 tal studies and some permitting. Selectman Putnam asked when they would be starting construction. Dominic said  
69 2022. It's a larger project so it will take longer to set it up. Selectman Labonte asked what the value of the panels and  
70 whole project, 16 MW would be. Dominic said in excess of about \$20,000,000.

71  
72 Administrator Bender said he, Marti Noel, the Town's Assessor and Attorney Drescher have all been involved in this  
73 process. They have a draft of the PILOT agreement which will be sent out to the Board and posted on the Town's web  
74 site.

75  
76 Selectman Dargie asked if Administrator Bender wanted a vote or the Boards initial thoughts. Administrator Bender  
77 said thoughts would be good. He would like to get the document out for the Board's review. Over the course of 40  
78 years this should generate just under \$3,000,000 in tax revenue and if you combine it with the lease revenue previously  
79 discussed, that is \$6,400,000 so we are looking at over 40 year, revenue of approximately \$9,350,000.

80  
81 Selectman Dargie said this is the amount that he was expecting. He's looked at other PILOT agreements and this is in  
82 line with theirs. It's appropriate to him. Chairman Daniels said the document can be addressed at the next meeting.  
83 Selectman Labonte said typical taxation is taxing the land and assets, have we ever come up with number of what it  
84 would have been based off traditional valuation of taxes.

85  
86 Marti Noel, Town Assessor reviewed other PILOTS to get additional information. She reviewed wind farms in 2017  
87 and revenue value was anywhere from \$31,000,000 to \$165,000,000 depending on the MW size which broke down to  
88 \$1,300,000 to 2,000,000 per MW. In 2018 the values decreased by a substantial amount. Using the numbers from 2018  
89 and doing a rough estimate, she estimated a value of about \$24,000,000 which is close to this PILOT. Selectman La-  
90 bonte said if we took any of the industrial companies on the west end could this open it up to them saying "we are let-  
91 ting them come in with a PILOT that is less than taxes". Mike said he hasn't seen that. Selectman Labonte asked if  
92 companies have an option to do PILOTS instead of taxes.

93  
94 Marti said we have RSA 72:80 which allow new construction for commercial and industrial properties which was voted  
95 in by the Town 2 years ago, Hitchners is getting a break in taxes for 5 years with a slow increase in their taxes. There  
96 are programs in place for these things. Selectman Labonte asked, where this is a 40 year program, what would separate  
97 the rest of the commercial/industrial. Marti said RSA 72, 73 and 74 also allow for Municipalities to negotiate a PILOT  
98 with renewable energy programs. Administrator Bender said it's for renewable energy programs, not for general manu-  
99 facturing companies. Marti said what we do for this PILOT for renewable energy has to be done for other renewable  
100 energy companies that come into town.

101  
102 Administrator Bender said we have to remember with manufacturing companies, we implement and charge a property  
103 tax based on the assessed valuation of the building, land etc. We do not charge a tax on their equipment that is used in  
104 the manufacturing of their product. Solar panels are the equipment that is used to manufacture the renewable energy.  
105 In this case we have a vehicle in place with the PILOT to provide a tax that is fair and executable because there isn't a  
106 building there for us to assess valuation. Administrator Bender said there is a 2% escalator per year. Selectman La-  
107 bonte said if future Boards decided to come back and re-visit this, would they have the ability to come back. Adminis-  
108 trator Bender said no, we are locking this in.

109  
110 Mike said the way the solar projects are typically built; we will seek a long term fixed revenue source that will commit  
111 to sell the energy. Selectman Labonte asked if they have what their 40 years would be on taxes. Marti said it would be  
112 around \$135,000 to \$140,000.

113  
114 Chairman Daniels said there was a project on Joslin Road that was also looking for something with solar. He asked  
115 Marti if she would use this as a basis for developing a PILOT with them. Marti said she hasn't heard anything from  
116 them. Administrator Bender said we would use it as a basis going forward. Selectman Labonte asked what would year  
117 40 would be for taxes. Administrator Bender said it would be \$103,908.

118  
119 Rodny Richie, Milford Resident said \$9.4 million over 40 years isn't a lot of money. He referenced payment in lieu of  
120 taxes and said it sounds like we are not able to tax what is going to be improved on that property, can we tax it. Marti  
121 said yes. Mark said this is the tax, it's just determined in advance by agreement. The project can't go back in the future  
122 and say, "we think the valuation should be lower and seek a reduction". The commitment goes in both directions.

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 01/13/2020**

Rodny said why would we accept a payment in lieu of taxes which is lower than what we could acquire by taxing the property. What is the advantage to the town to do this? Mark said the project will be able to provide substantially more tax than would otherwise go on this site. This higher payment to the town creates certainty on the amount. Right now it's about \$400 a year in tax coming in. The first year PILOT payment before the lease is \$48,000.

Rodny didn't like that comparison. We need to compare what would be the tax that could be levied on this project once it's established compared to what this payment estimated plan is. Selectman Labonte said that is where he was going with the value of the panels. What would the "would be" tax be. It would be \$519,400. Administrator Bender said at that point the project doesn't exist. Selectman Labonte said that is 10% of what would be the actual tax bill on \$20,000,000. Administrator Bender repeated, we don't tax manufactures in town for their equipment.

Marti said in New Hampshire it's never been tested in the courts whether the solar panels are personal property or actual real estate. It would have to be brought to court to see how much of that property would be taxable the same as we have going on with public utilities. Selectman Labonte said he would think anything you need a permit to put up would become taxable. Marti said part of this is with the state and the commitment to invest in renewable energy. They are allowing towns to be able to do this.

Selectman Labonte said he isn't opposed to a PILOT vs. actual taxes he just questions the 10% as an adequate tax amount. Marti said based on the studies with the other projects, it's very much in line with other their projects and other PILOTS that have been negotiated. Rodny said if others are making a bad deal, why should we.

**6:30 p.m. – Budget and Bond Hearing**

**3. PUBLIC COMMENTS** – There were no public comments at this time.

**4. DECISIONS.**

**a) CONSENT CALENDAR.** Chairman Daniels asked if there were any items to be removed from the consent calendar. There were no items to be removed. **Selectman Dargie made a motion to accept the consent calendar as presented. Chairman Daniels seconded. All were in favor. The motion passed 4/0.**

1. Approval of two (2) Polling Notification Forms
2. Annual Request for Approval of Three (3) Parade Permits – Memorial Day, Labor Day and Veterans Day.
3. Request for Approval to re-appoint Celeste Barr as a Full Member of the Recycling/Solid Waste Committee.
4. Request for Approval for Conservation Commission to accept a \$500 donation to the Rail Trail Fund for Trail Maintenance from Faye Richey.
5. Request for Approval of Intent to Cut Wood or Timber, Map 3 Lot 12.
6. Request for Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 (31:95(b)) - Contributions in Support of the Milford Recreation 15 Passenger Bus
  - Martha Noel \$ 50
  - Marguerite Robinson \$300
  - David Proctor \$100
  - Pamala Abbot \$ 50
  - Nancy Tong \$ 50
  - Margaret & Hubbard Seward \$100
  - Barbara Gorman \$ 25
  - Michelle Spearman \$100
  - Deborah S. Thurber – Project Shakespeare \$ 25

**b) OTHER DECISIONS. N/A**

**5. TOWN STATUS REPORT –**

**a) N/A**

**6. DISCUSSIONS:**

**a) Designations of Majority and Minority Report Authors 2020.**

Due to Selectman Dudziaks absence, Chairman Daniels will wait until later to assign authors.

**7. PUBLIC COMMENTS:**

**8. SELECTMEN'S REPORTS/DISCUSSIONS.**

**a. FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES.**

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING - 01/13/2020**

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

**9. APPROVAL OF FINAL MINUTES.** Selectman Dargie moved to approve the minutes of December 16, 2019. Seconded by Chairman Daniels. The motion passed 3-0-1. Selectman Dargie moved to approve the minutes of December 23, 2019 as presented. Seconded by Selectman Putnam. All were in favor. The motion passed 4/0.

**10. INFORMATION ITEMS REQUIRING NO DECISIONS.**

**11. NOTICES.** Notices were read.

**12. NON-PUBLIC SESSION.** Approval of non-public minutes in accordance with (RSA 91-A:3, II (c)) Reputation, December 9, 2019, (RSA 91-A:3, II (b)) Personnel, December 16, 2019 and (RSA 91-A:3, II (e)) Legal, December 23, 2019.

**13. ADJOURNMENT:** Selectman Putnam moved to adjourn at **8:15**. Selectman Labonte seconded. All were in favor. The motion passed 4/0.

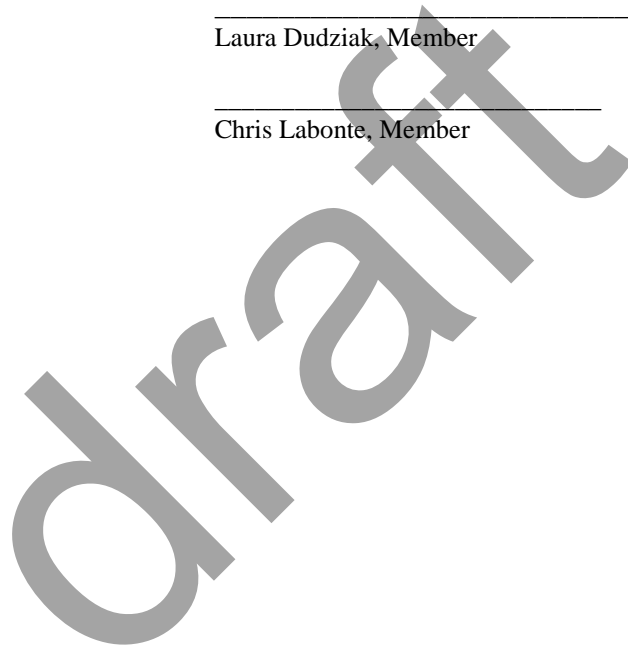
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Gary Daniels, Chairman

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Laura Dudziak, Member

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Paul Dargie, Vice Chairman

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Chris Labonte, Member

\_\_\_\_\_  
Mike Putnam, Member



**DRAFT**

**MINUTES OF THE BUDGET & BOND PUBLIC HEARING**

January 13, 2020

**PRESENT:** Gary Daniels, Chairman Mark Bender, Town Administrator  
Paul Dargie, Vice Chairman Tina Philbrick - Excused  
Mike Putnam, Member Nick Addonizio, Videographer  
Laura Dudziak, Member - Excused Department Heads  
Chris Labonte, Member Members of the Public

**BUDGET ADVISORY COMMITTEE MEMBERS**

Chris Pank Claudia Lemaire  
Karen Mitchell Jason Cillo  
Peggy Seward Bob Courage  
Paul Bartolomucci George Skuse  
Wade Campbell

**WATER COMMISSIONERS PRESENT:**

Robert Courage  
Mike Putnam  
Dale White

Chairman Daniels opened the public hearing at 6:30 p.m. thanking everyone in attendance. All in attendance were invited to join in the Pledge of Allegiance. Chairman Daniels introduced members of the Board of Selectmen. Chairman Daniels then introduced, Water Commissioners Bob Courage, Mike Putnam and Dale White. Chairman Daniels thanked members of the Budget Advisory Committee and the Town Moderator Pete Basiliere.

Chairman Daniels indicated that tonight's hearing is for the Town Budget and Bond Hearing, but the warrant articles will also be reviewed in order for the public to voice their opinion on all items. Chairman Daniels explained if any members of the public wish to comment or have questions, they should please use a microphone in order to be heard on the PEG Access Live broadcast. Chairman Daniels opened up the Bond Hearing.

**Bond Hearings**

**WARRANT ARTICLE 3 - WADLEIGH LIBRARY RENOVATION AND EXPANSION PROJECT – \$3,450,000 (\$2,763,000 BOND and \$687,000 DONATIONS)**

Shall the Town vote to raise and appropriate the gross project budget sum of \$3,450,000 for the repair, renovation, and expansion of the William Y Wadleigh Memorial Library building and to authorize the Selectmen to raise this appropriation by accepting a donation from Library Trustee Trust Funds in the amount of \$500,000 as well as additional funds raised – a minimum of **\$187,000** - and borrowing not more than \$2,763,000 in bonds, bond anticipation notes, or notes therefore in accordance with the Municipal Finance Act (RSA 33). Further, to authorize the Selectmen to issue and negotiate such bonds, bond anticipation notes, or notes and to determine conditions and the rate of interest thereon, with such funding to be repaid from general taxation, and to authorize the Selectmen and/or Library Trustees to contract for and expend any Federal or State aid that may be available for this purchase, and to authorize the Selectmen and/or Library Trustees to take all other necessary action to carry out this project. This is a Special Warrant Article in accordance with RSA 32. Note: As this is for issuance of long-term debt, this vote requires, under State law, 3/5 affirmative vote to pass. **The Board of Library Trustees supports this Article (7-0). The Board of Selectmen does not support this Article (2-3). The Budget Advisory Committee supports this Article (0-0). This Article has no tax impact in 2020**

Kathy Parenti Parentis, Chair of the Library Trustees, Lynn Coakley, Library Trustee and Jen Traficante, Library Trustee gave a brief overview of the library renovation and expansion project which will fix problems to include electrical, drainage, (which causes mildew and mold), roof and plumbing issues as well as adding a sprinkler system and fixing structural damage. It will also address the HVAC system, boiler and chiller. The proposed design should last 20 to 25 years. There was some discussion on replacing the current cast iron plumbing because it isn't good for the building. Selectman Putman said in a new system he would be replacing cast iron with cast iron because it would last longer and it's quiet.

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The expansion will include larger program space. The Library is the only town building that has not been renovated since 1986. This is one of the most used town buildings. We postponed this warrant article from last year because of the MACC Base issue.

Selectman Putnam asked if they still have the virtual tour on YouTube? Jen said yes and it's on the library web page.

**WARRANT ARTICLE 4 – MILFORD EMERGENCY COMMUNICATIONS DISPATCH CENTER, INFRASTRUCTURE AND EQUIPMENT PROJECT - \$2,400,000 BOND**

Shall the town vote to raise and appropriate, an amount not to exceed \$2,400,000 for upgrades and replacement of the emergency services dispatch center and related infrastructure/equipment? This article adopts the recommendation of the consultant engaged to study dispatch operations as approved by voters in March 2019. The project establishes a Milford Emergency Communications Dispatch Center replacing MACC Base and allows connectivity by neighboring towns if they choose to participate. In accordance with the Municipal Finance Act (RSA 33), the article further authorizes the Selectmen to issue and negotiate bonds or notes with a term not to exceed 15 years and to determine the rate of interest and other conditions in their judgement. This is a Special Warrant Article in accordance with RSA 32. Note: As this is for the issuance of long-term debt, this vote under state law requires a 3/5 affirmative vote to pass. **The Board of Selectmen supports this article (3-2). The Budget Advisory Committee supports this article (0-0). The article has no tax impact in 2020.**

Chairman Daniels gave a brief overview of the CTA proposed solution.

Rodny Richie, Milford resident referenced line 2 of the warrant article and asked if included the addition on the Police Station. Chairman Daniels said yes. Rodny asked if there was a diagram beyond what was in the CTA report of this addition. Administrator Bender said there is one in the CTA report including the layout of the dispatch station and a larger one available as well.

Rodny asked if the infrastructure equipment included the 170' cell tower. Administrator Bender said yes. Rodny asked if the impact on the abutters and consideration of the fall zone been done yet. Administrator Bender said that is done during the permitting process. Rodny asked if the parking at the Police station has been considered and will any zoning waivers be required. Administrator Bender said they won't lose any parking and everything will be reviewed by planning and zoning.

Rodny asked if there is a consideration of an alternative rather than a 170' cell tower at that location. Chairman Daniels said that antenna would take care of the whole town so we wouldn't have to go with multiple towers like we do now. The backup would be that you would have to establish other towers to get the same amount of coverage. Rodny asked if CTA has completed their work for the consideration of these changes, is our contract done with them. Chairman Daniels said they have only completed one part of the contract. The second part is an RFP. Rodny asked if they could consider CTA analyzing a shorter tower at the police station which could link to a single higher tower in another location. Administrator Bender said the tower at the police station is also proposed by AT&T for the New Hampshire FirstNet System.

Mark Cady, CTA liaison said when they did the studies for the system proposed for Milford; they looked at both a single site system and a multi-site system. To keep the budget in-line with being the most economical, and having a tower that was being proposed by an outside vendor for the town, they took advantage of that site to come back with a single site system making it less vulnerable by not having a microwave hop and making it more economical for the town by having just a single site.

Rodny asked if their propagation indicate that should a tower of that height not be desirable, a shorter tower and take in the risk cost. Is it technically feasible? Mark said it could be technically feasible. The RFP will go out to the vendors and be designed for them to come back with a system design that meets CTA's recommendations provided in the RFP and for them to provide coverage that is specified in the RFP. The vendors could come back with a different solution. Our solution is this is what could provide the best coverage for the town of Milford. If the vendor came back with an alternative solution, that meets the requirements of two sites and falls within the budgeted amount on the warrant article then that could be entertained as a solution.

Rodny referenced the CTA presentation recently given, and was confused about some numbers. Page 17, Alternative ranking; column 3 has a ROM cost of \$1,300,000 to put in a Milford only system. On page 20, opinion

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119 of probable cause, Milford, the closest number he can find in that chart, row 14 column 4 is \$1,350,000 but that  
120 is with no building. He asked for it to be explained.

121  
122 Administrator Bender said he believes the cost on page 17 doesn't include radio infrastructure or radios for sub-  
123 scribers and it relates only to dispatch. It is not a full system solution. Section 6 relates to all the system alter  
124 natives starting on page 72 with radio system alternatives and it goes to section 6.2 which is dispatch center al-  
125 ternatives. As far as page 20, opinion of probable cause, that number is the radio infrastructure cost using the  
126 AT&T tower. We want to use the radio infrastructure cost not using the AT&T tower because it isn't a done deal  
127 yet. If you use the \$1,675,600 in the line above the \$1,350,000 and you add in the dispatch center facility at  
128 \$718,500, consoles etc, you will come up with the \$2,400,000 which we based the warrant article on. This is  
129 what CTA feels would be in the best interest of Milford.

130  
131 Rodny said there was discussion about the problems with the current MACC Base location; he didn't find specific  
132 cost related to correcting those problems which means we don't have a comparison base to the best case situa-  
133 tion of \$450,000 addition on the current police station. Chairman Daniels said the general statement given to  
134 them was to fix all the deficiencies in MACC Base including bringing them up to code, and it would cost us more  
135 than if we built new at the police station.

136  
137 Rodny asked if MACC Base organization has come to Milford to request improvements to the leased space in  
138 the last 5 years and if so, at what cost. Administrator Bender said not since he's been here. Rodny said we have  
139 the current MACC Base not requesting any improvements but we have CTA saying that the place is so bad that  
140 it's going to cost us more to fix it, he finds that disconcerting.

141  
142 Jason Johnson, MACC Base Director, in reference to MACC Base requesting any improvements on the physical  
143 leased space, we pay a fee for the lease space, the majority of improvements take place out of their budget.  
144 There are very few things they ask the town for. They take care of their own heating, ventilation, electrical etc.  
145 The improvements we've asked for has been to replace all the radio equipment, not update the space. We've  
146 made the physical space work for decades with minimal improvements. We still have the room for a third con-  
147 sole. Putting in a new radio system while utilizing the existing space would not be a problem.

148  
149 Captain Frye said the current consoles are outdated now. Jason agreed and said they were purchased in 2015  
150 and going forward they would have to be replaced. As long as the current ones are maintained they would work  
151 with an updated radio system. We have made incremental improvements other upgrades have been declined  
152 through the years from all the towns.

153  
154 **WARRANT ARTICLE 5 - COLLECTION SYSTEM CAPACITY MANAGEMENT, OPERATION AND**  
155 **MAINTENANCE PROGRAM DEVELOPMENT - \$218,305 BOND**

156 Shall the Town vote to raise and appropriate the sum of \$218,305 for the purpose of automation improvements  
157 for the wastewater treatment facility, in accordance with the provisions of the Municipal Finance Act (RSA 33)  
158 and to authorize the Selectmen to issue and negotiate such bonds or notes to determine the rate of interest  
159 and other conditions in their judgement? The Automation improvements will replace aging and outdated con-  
160 trols to ensure uninterrupted essential operations and to develop a sewer collection system management plan.  
161 Note: As this is for issuance of long term debt, this vote requires, under State law, 3/5 affirmative vote to pass.  
162 This is a Special Warrant Article in accordance with RSA 32. This warrant article is paid for by the wastewater  
163 user fees. **The Board of Commissioners supports this Article (3-0). The Budget Advisory Committee**  
164 **supports this Article (7-0-2).**

165  
166 Kevin Stetson, Water Utility Director gave a brief presentation on this warrant article. **The WWTF SCADA PLC**  
167 **improvements will:**  
168 Replace or upgrade existing out dated and unsupported wastewater treatment facility automated controls (In-  
169 stalled in 1998).  
170 Other control improvements that are necessary but not able to be funded with the Operating Budget are being  
171 added to the warrant article:  
172 - Aeration Basin Return Activated Sludge automation \$9,027.00  
173 - Plant Auxiliary Equipment Motor Control Center replacement \$57,850.00  
174

175 With the anticipated WWTF EPA permit renewal the Collection System will need a required Capacity Manage-  
176 ment, Operation and Maintenance (CMOM) plan/program. This project will be in place of the recommended Col-

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177 lection System Rehabilitation. We will be seeking Engineering Firm assistance to develop our program to ensure  
178 that it meets EPA and NHDES requirements. **This plan will address:**

- 179 - Prevention and planned response to Collection System overflows
- 180 - Collection System inspections and assessment reports
- 181 - Collection System maintenance/repairs
- 182 - Pumps and pump station management

183  
184 The original improvements that were recommended in 2015 were intended to be funded with Operating Budget  
185 or Capital Reserve funds. **A warrant article is being proposed due to:**

186 Sewer revenues are not meeting the projected amounts

- 187 - The projects are intend to address urgent needs that are anticipated for 2020
- 188 - Operating budget expenses have been adjusted to meet 2020 projected revenue
- 189 - Adjusted Operating Budget did not have funds to cover the expenses of the Improvements

190  
191 **The following Bond warrant article came in by petition on Friday, January 10<sup>th</sup> and has not been as-**  
192 **signed a number yet.**

193  
194 **EXISTING EMERGENCY COMMUNICATIONS DISPATCH CENTER UPGRADE - \$1,180,000**  
195 **BOND BY PETITION**

196  
197 Shall the town vote to raise and appropriate the sum of \$1,180,000 for upgrades and renovations to the MACC  
198 Base Emergency Dispatch Center? Under this warrant article, Milford will pay only its fair share of the  
199 \$1,660,000 dollars required (71.2938%) in accordance with the current Inter-municipal Agreement for renova-  
200 tion and upgrades to the MACC Base infrastructure, and in accordance with the CTA study's budgetary esti-  
201 mate as an alternative to Warrant Article #4. In accordance with the Municipal Finance Act (RSA 33), this arti-  
202 cle further authorizes the Selectmen to issue and negotiate bonds or notes with a term not to exceed 15 years  
203 and to determine the rate of interest and other conditions in their judgement. This is a Special Warrant Article  
204 in accordance with RSA 32. Note: as this is for issuance of long-term debt, this vote under state law requires a  
205 3/5 affirmative vote to pass. **The Board of Commissioners supports this Article (0-0). The Budget Adviso-**  
206 **ry Committee supports this Article (0-0).**

207  
208 Rodney Richie asked for clarification on the cost for Milford to bond this warrant article. Chairman Daniels said  
209 \$1,180,000. Rodney asked if the Board had any information on how this would be put into effect and asked if  
210 someone could speak about it. Chairman Daniels asked if anyone familiar with this could come up to speak.  
211 No one came forward.

212  
213 Selectman Labonte asked if Jason had any information on this. Jason said he wasn't a signer as he isn't a Mil-  
214 ford resident. He was sent a draft of this warrant article and can speak to the questions that were asked.  
215 Where it referenced the current IMA, it's possible that the town of Milford could vote to make improvements that  
216 benefit the town of Milford. They could own that equipment and have it come back to the use of MACC Base  
217 through the current IMA.

218  
219 Administrator Bender said he understands what Director Johnson is saying but he isn't sure he reads the article  
220 that way. This is referencing the \$1,660,000 as an upgrade to MACC Base dispatch. It's not an apples to ap-  
221 ples comparison to warrant article 4 which is a total system upgrade. If we are only asking for Milford to partici-  
222 pate in this, who is going to pay the other 29%. This is only taking care of 71% of the cost. Are there warrant  
223 articles in Wilton and Mont Vernon to cover the other 29% of the cost or is this going to be a piece meal solution  
224 because they won't get the entire \$1,660,000 without it. The second part of the questions is, how are you up-  
225 grading the rest of the radio system that was referenced in the CTA study.

226  
227 Jason said it references the \$1,660,000 number from the CTA study. He hasn't been informed about what the  
228 other towns are doing or if they have warrant articles planned for this year. We can work within these numbers  
229 to get the Town of Milford what they need.

230  
231 Captain Frye, speaking as a Board of Governor for MACC Base said he doesn't know how the town of Milford is  
232 going to give us \$1,660,000 without a plan. We haven't spoken of a plan to spend this amount. If the tax pay-  
233 ers want to give MACC Base \$1,660,000 to do whatever they want to do with it he thinks that is foolish. It was  
234 poorly written based on what CTA recommended and there is no plan going forward from that. If we go with the  
235 \$2,400,000 that CTA gave us, at least we will have an RFP and a plan on how to spend the tax payer's dollars  
236 to improve the safety of our officers, fighter fighters and ambulance personnel. The \$1,660,000 doesn't address



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237 the outside equipment failures in all the towns. We have one antenna in Milford and other towns have antennas  
238 that are failing. Chairman Daniels said for clarification, if he reads the warrant correctly, the \$1,660,000 is the  
239 cost of the total project of which Milford would pay \$1,180,000.

240 Mark Cady said the petition warrant article is getting their information from the section where CTA ranked the  
241 alternatives. With the MACC Base location (upstairs) and operation, (ROM operational cost) which is the num-  
242 bers CTA was given, it totals \$1,660,000 which is on the warrant article. Milford would pay 71%, (\$1,180,000).  
243 In the report on page 94, there were 2 figures \$860,000 for infrastructure upgrades and \$800,000 for operational  
244 costs. It doesn't include current radio system infrastructure upgrades for Police, Fire and Ambulance and bring-  
245 ing DPW back into the mix of having radios that they currently don't have. It doesn't include the subscribers to  
246 support the new infrastructure system as described in the report. The \$1,660,000 was to upgrade MACC Base  
247 and their operational cost, no system infrastructure and no subscriber cost.  
248

249 Administrator Bender said page 94 was summarized as the MACC Base cost for dispatch upgrades. On page  
250 96, there is an apples to apples comparison for a regional dispatch center located at the Milford Police Depart-  
251 ment at a cost of \$1,400,000 which would also be shared by the member towns if they chose to participate. This  
252 is less than the MACC Base cost.  
253

254 Mark Cady said that was correct. When you look at the ranking slide PD Location Town of Milford only opera-  
255 tions ranked number 1. PD location Town of Milford regional operations ranked number 2 and that is where the  
256 \$1,400,000 comes from. How we derived those cost was how we derived those rankings and how we saw the  
257 town of Milford moving forward.  
258

259 Jason said you asked what the other towns were doing in light of this petition warrant article; he wants to know  
260 what the other towns are doing in light of the first warrant article #4. Chairman Daniels said he's met with the  
261 Chairs of both boards and told them that they have not made a decision at this point. He let the towns know that  
262 according to the CTA report the relationship would change if we went with CTA's recommendation. We could  
263 still participate in a regional and each town would be responsible for their own infrastructure. His understanding  
264 is that Mont Vernon is erecting a tower that should take care of the whole town. If we go with the AT&T antenna  
265 here we were told Milford would be covered as well. That leaves Wilton with the most number of holes for dis-  
266 patch. He understands that the tower in Mont Vernon will take care of only part of Wilton and Lyndeborough.  
267 Lyndeborough was not included in the discussions because they are a customer not a partner.  
268

269 Jason asked how many residents signed the petition warrant article. Administrator Bender said 26 or 28 resi-  
270 dents signed it.  
271

272 Selectman Labonte asked what the plan would be if the AT&T tower doesn't make it through planning and zon-  
273 ing. What does it do as far as other options and our cost, and where do we have other available sites that we  
274 can build on. Mark said they looked other sites and system designs that are available. We went with the option  
275 that the tower would be the prime option that it would be available. He understands that the town is still working  
276 with AT&T. Selectman Labonte asked if we have a backup plan if this doesn't happen. If we don't get the AT&T  
277 tower, does that mean we don't spend any of the \$2,400,000?  
278

279 Chairman Daniels clarified that Selectman Labonte was talking about warrant article #4. Selectman Labonte said  
280 it's all common denominator. Chairman Daniels said article 4 is based upon having the tower at the PD. If the  
281 tower was not there, you would still have \$2,400,000 that you could use for dispatch. He would guess that we  
282 would have to go with whatever plan B was available and work with CTA on that and you may not be able to get  
283 as much done. Selectman Labonte said if we are depending on the tower and it's doesn't come about, we can't  
284 go at a single site and what will it do with our cost. If we promote it to the voters with a 170' tower and it doesn't  
285 work, are we changing what we are giving them?  
286

287 Selectman Dargie said on article 4 references a 170' tower but it isn't necessarily the AT&T tower, it's a Milford  
288 owned tower. Selectman Labonte said it still has to go through planning and zoning and may not be approved.  
289 Selectman Dargie said we would have to work through another design, other designs are possible.  
290

291 Mark said if you look at the opinion of probable cause for the Town of Milford, there are 2 line items to give you 2  
292 options; option #1 not using the AT&T tower and option #2 is using the AT&T tower. The difference is \$325,000  
293 depending on which column you look at. The AT&T tower was provided to us as a point and elevation source.  
294

295 Administrator Bender said Selectman Labonte's question is good, the difference between the towers is  
296 \$325,000, it's the same tower it's just in one case we have AT&T footing the bill. If for some reason that tower

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297 doesn't get built, would a combination of other locations for towers allow us to construct this dispatch solution,  
298 the whole solution, not just a dispatch center, and can we do that for \$2,400,000, that becomes option B. We  
299 need to have that question answered prior to going to deliberative session.  
300

301 Peggy Seward, Milford resident clarified that we will be installing a phase I which is basically for the Town of Mil-  
302 ford. If we want to do a regional it would be phase II. Administrator Bender said that is not correct. Peggy said if  
303 we can also do a regional on phase I, would we want to phase II down the road. Mark said phase I and phase II  
304 should not be looked at as, if Milford were to build the system in phase I and then the other towns were to come  
305 in and create a regional to become customers in the Town of Milford, that would be a phase II project. When  
306 you look at the system it talks about a P25 phase I system, it isn't phases of a project. Phase I and phase II  
307 have to do with different modulation types of how frequencies can be utilized by the radio system. Phase I fre-  
308 quencies have a single voice and time slot, (one channel). Phase II allows for two voice paths per channel so  
309 you can get more radio traffic. He thinks phases are being used in two different connotations here.  
310

311 Peggy said she is looking for the second one so phase II would give you more frequencies or you would need  
312 more frequencies. Mark said no because we currently have 20 VHF frequencies. We only need 8 to do the Mil-  
313 ford only solution so there are enough other frequencies there so we can add in the other regional entities with a  
314 proper reuse of engineering of the frequencies that are there. Peggy asked about software. Mark said phase II  
315 would require additional software in the radios and the subscribers units if they were to operate in the phase II  
316 mode. Peggy asked if that would be additional cost to Milford or the regional subscribers. Mark said if the part-  
317 ners were to go to phase II then Milford would have to also go phase II. Peggy asked if Mark had an estimate of  
318 what that cost would be. Mark said he could provide that to them.  
319

320 Chairman Daniels clarified that using phase II would be like cities with 30 ambulances and things like that. Mark  
321 said yes. We look at how many subscribers on the system, channel loading and how much traffic would be uti-  
322 lized. Captain Frye said phase II would be for future growth to be a larger police force, to go to phase II where  
323 there would be more of a demand. Mark said yes and it's CTA's recommendation that we stay with phase I for  
324 now.  
325

326 Peter Basiliere, Milford resident asked when this petition submitted to the Town Clerk. Administrator Bender said  
327 Friday. Peter said he's surprised and disappointed. The Library trustees are here, Water and Sewer people are  
328 here, DPW is here but the 28 people who signed this petition know that tonight is the night to make a presenta-  
329 tion to the town about their petition. It seems to him that at least one of the 28 should have been able to, with  
330 materials, and present not just what they are asking for, but also why and how is it different. It's unfortunate that  
331 the petitioners didn't take advantage of the opportunity that we provided them to educate those of us here as well  
332 as those watching on Granite Town Media. He would like one of them to let him know who wants to speak at the  
333 deliberative session because it could be a rather long meeting on February 1<sup>st</sup>.  
334

335 At this time Chairman Daniels closed the Bond Hearing and Opened up the Budget Hearing.  
336

***Town Budget Hearing***

337  
338  
339 Chairman Daniels opened the Budget Hearing and read the budget article as follows, then turned the hearing  
340 over to Town Administrator Mark Bender.  
341

**WARRANT ARTICLE 6 - TOWN OPERATING BUDGET - \$15,261,695**

342  
343  
344  
345 Shall the Town vote to raise and appropriate an operating budget, not including appropriations by special warrant  
346 articles and other appropriations voted separately, the amounts set forth in the budget for the purposes set forth  
347 herein, totaling \$15,261,695? Should this Article be defeated, the default budget shall be \$15,271,749 which is  
348 the same as last year with certain adjustments required by previous actions of the Town, or by law; or the gov-  
349 erning body may hold one special meeting in accordance with RSA 40:13 X and XVI, to take up the issue of a  
350 revised operating budget only. This operating budget warrant article does not include appropriations contained in  
351 ANY other Warrant Article. **The Board of Selectmen supports this Article (4-1). The Budget Advisory**  
352 **Committee supports this Article (8-0-1). This article has an estimated tax impact of \$0.046 over the 2019**  
353 **Budget or (\$4.60 on an assessed valuation of \$100,000).**  
354

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Administrator Bender gave a brief presentation of the Town Operating Budget:

The 2020 Operating Budget is \$15,261,695. The 2020 Default Budget is \$15,271,749. This is an increase of \$497,522 or 3.4% from 2019. The 2020 Operating Budget is \$10,054 less than Default Budget.

### The Significant Increases from the prior year are:

- Health Insurance \$187,108 – an increase of 18.8% from Healthtrust and a 6% increase from the Teamsters insurance
- Wage Increases \$106,181:
  - AFSCME 4% or \$47,251 (approved by voters last year, multi-year agreements)
  - Teamsters 2.5% or \$12,266 (approved by voters last year, multi-year agreements)
  - Other town employees 2% or \$46,664
- Workers Compensation \$70,583 (we had a reduction in this expense for the past few years).
- MS4 Compliance \$44,000 (municipal separate sewer storm system) This is mandated by the US EPA and DES.
- Voter Registration/Elections \$43,425 (increase due to 4 elections starting with the NH Presidential Primary in February).

These 5 items represent \$451,297 or 91% of the above increase of \$497,522.

Selectman Labonte asked how much did we encumber out of the 2019 funds to take away from the budget. Administrator Bender said, including the Library request that came in, it was just under \$160,000.

Chris Costantino, Milford resident asked when she could request adding \$30,000 back into the budget to cover the Conservation easement at the BROX property as part of the gravel operation. Selectman Dargie said it would need to be done at the Deliberative session. Chairman Daniels said Chris should state what this is for. There is no obligation for the Selectmen to use that for this purpose. It gets into the minutes as to what the intent is it holds a stronger argument.

Peggy Seward said we approved \$14,717,252 in last year's budget and you are saying that this was the default budget plus what? What makes that up to \$15,271,749 for this year's default budget? Administrator Bender said if you read the other warrant articles for the AFSCME and Teamsters in 2019, it said that if approved, the cost would be added to the 2019 actual approved budget at \$14,764,173 and that is how we got to the difference of \$497,522.

Paul Calabria, Finance Director said the 4 elections can be put towards the default budget, the \$187,108 for health insurance increase goes towards default budget, the MS4 cost goes into default budget as well as a Police increase of \$47,251. MACC Base increase by \$17,769. There are various small increase and when you tally them all up, it gets you to the variance.

Selectman Labonte asked if encumbering the money from 2019 affects any of the default budget. Selectman Dargie said no, it only would have changed the proposed budget. The proposed budget would have been another \$20,000 higher which means it would have been another \$110,000 difference if you include it in the budget. We took cost to encumber in 2019 out of the 2020 proposed default budget.

Administrator Bender said in the case of the police cruisers that we encumbered the funds for, the starting for the default budget would be whatever was in the 2019 operating budget for police cruisers. Selectman Labonte said we have a 3.4% increase from the 2019 budget, he feels the number is a "little gray" because we are spending a \$150,000 of 2019 money on stuff that we have taken out of the 2020 budget already. The money may not reflect in the tax rate but it could reflect in the spending difference of 3.4%.

Paul said it's a budgeting tactic that towns have to take advantage of. You have a surplus in 2019 and 2020 may have been something that wasn't manageable in lieu of everything else that is going to be on the warrant this year. Selectman Labonte said the money is still coming out of the voters pocket whether it's 2020 where it's out of the surplus in 2019 that would have gone back to the tax payers so in truth spending is actually up more than 3.4%. There were no other comments.

## ***Water/Wastewater Budget Hearing***

Chairman Daniels read the warrant articles as follows, and turned the hearing over to the Water Utilities Director Kevin Stetson

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**WARRANT ARTICLE 7 - WATER DEPARTMENT OPERATING BUDGET - \$1,548,984**

Shall the Town vote to raise and appropriate the sum \$1,548,984 to operate and maintain the Water Department, said appropriation to be offset by income received from the water user charges, or take any other action relative thereto? Should this article be defeated, the default budget shall be \$1,541,987, which is the same as last year, with certain adjustments required by previous actions of the Town, or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI, to take up the issue of a revised operating budget only. This warrant article is paid for by the water user fees. **The Board of Commissioners supports this Article (3-0). The Budget Advisory Committee supports this Article (7-0-2).**

Kevin Stetson, Water Utilities Director gave a presentation on the Water Department Operating Budget.

**Operating Budget**

- The overall water budget of \$1,548,983.72 is increased by 1.4% for budget year 2020. The water budget is funded solely by user fees. Preparation of the 2020 budget includes:
- Expected 2%(non-union,) 2.5% (Teamsters) merit salary increases
- Account 66302-559000 (Other Contracted Services)Ledgewood Station Pump Preventive Maintenance
- Account 66102-512000 (Wages-Part Time-Temp) account increased for ½ of additional hours for the Part-Time Billing Clerk position

**Capital Projects**

- Warrant Articles
- There are no Warrant Article funded projects scheduled for 2020
- Capital Reserve Funds
- Adams Street water main section replacements – Estimated \$20,000.00 (actual costs TBD)
- Continue with Water Source Exploration phase III, Estimated \$30,000.00 (actual costs TBD)
- Replacement of 2009 Ford Ranger, Estimated \$35,000.00

Water fund remaining balance - \$482,282.52

**WARRANT ARTICLE 8 - WASTEWATER DEPARTMENT OPERATING BUDGET - \$2,024,735**

Shall the Town vote to raise and appropriate the sum of \$1,999,901 to operate and maintain the Wastewater Treatment Facility and the Sanitary Sewer Collection System, said appropriation to be offset by income received from wastewater user charges, or take any other action relative thereto? Should this Article be defeated, the default budget shall be \$2,027,262 which is the same as last year, with certain adjustments required by previous actions of the Town, or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13 X and XVI, to take up the issue of a revised operating budget only. This warrant article is paid for by the wastewater user fees. **The Board of Commissioners supports this Article (3-0). The Budget Advisory Committee supports this Article (7-0-2).**

Kevin Stetson, Water Utilities Director gave a presentation on the Wastewater Department Operating Budget.

**Operating Budget**

The overall wastewater budget of \$1,999,901.07 is decreased by 7.5% for budget year 2020. The wastewater budget is funded solely by user fees. **Preparation of the 2020 budget includes:**

- Expected 2%(non-union,) 2.5% (Teamsters) merit salary increases
- Account 66102-512000 (Wages-Part Time-Temp) account increased for ½ of additional hours for the Part-Time Billing Clerk position
- \$218,305.00-BOND
  - The WWTF SCADA PLC improvements will:
  - Replace or upgrade existing out dated and unsupported wastewater treatment facility automated controls (Installed in 1998) that allows the plant to be monitored and controlled allowing operations of the treatment works to be in compliance with regulatory requirements without continuous 24/365 staffing of the plant.
  - Other control improvements that are necessary but not able to be funded with the Operating Budget are being added to the warrant article:
    - Aeration Basin Return Activated Sludge automation \$9,027.00
    - Plant Auxiliary Equipment Motor Control Center replacement \$57,850.00
  - The WWTF SCADA PLC improvements will:
  - Replace or upgrade existing out dated and unsupported wastewater treatment facility automated controls (Installed in 1998) that allows the plant to be monitored and controlled allowing opera-

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- 475 tions of the treatment works to be in compliance with regulatory requirements without continuous
- 476 24/365 staffing of the plant.
- 477 ○ Other control improvements that are necessary but not able to be funded with the Operating
- 478 Budget are being added to the warrant article:
- 479 ○ Aeration Basin Return Activated Sludge automation \$9,027.00
- 480 ○ Plant Auxiliary Equipment Motor Control Center replacement \$57,850.00

481  
482 Sewer fund remaining balance - \$324,487

483  
484 Chairman Daniels clarified that the \$1,999,901 is the figure after being decreased. Kevin said yes. At this time  
485 Chairman Daniels closed hearing on the Budgets.  
486

487 ***Appropriation Warrant Articles***

488  
489 Chairman Daniels read the warrant articles as follows:

490  
491 **WARRANT ARTICLE 9 - RECONSTRUCTION OF TOWN ROADS - \$400,000**

492  
493 Shall the town vote to raise and appropriate the sum of \$400,000 to reconstruct roads as detailed using Carte-  
494 graph Data by the Department of Public Works. This will be a non-lapsing appropriation per RSA 32:7, VI. **The**  
495 **Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-**  
496 **0). This Article has an estimated tax impact of \$24.71 on an assessed valuation of \$100,000**  
497 There was no additional discussion on this warrant article.

498  
499 **WARRANT ARTICLE 10 - BRIDGE REPAIR AND/OR REPLACEMENT CAPITAL RESERVE -**  
500 **\$75,000**

501  
502 Shall the town vote to raise and appropriate the sum of \$75,000 to be placed in the Bridge Replacement Capital  
503 Reserve Fund? This fund was identified in the May 2014 Hoyle, Tanner Associates, Inc. study that identified  
504 needed rehabilitation for Town bridges. Expenditures from this fund would be authorized by the Board of Select-  
505 men. The \$75,000 adds to the Bridge Replacement Capital Reserve approved by voters in 2014. **The Board of**  
506 **Selectmen supports this Article (4-1). The Budget Advisory Committee supports this Article (9-0). This**  
507 **Article has an estimated tax impact of \$4.63 on an assessed valuation of \$100,000**  
508 There was no additional discussion on this warrant article.

509  
510 **WARRANT ARTICLE 11 - AMBULANCE AND EQUIPMENT LEASE-PURCHASE - \$45,180 (Annual**  
511 **Lease Payment \$45,180: \$75,000 Paid From Capital Reserves; Total Purchase Price \$296,400)**

512  
513 Shall the Town vote to authorize the Board of Selectmen to enter into a 5-year lease/purchase agreement, sub-  
514 ject to a fiscal funding clause, which will protect the Town in the event of non-appropriation, for the purpose of  
515 lease-purchasing one ambulance with the appropriate equipment for Ambulance Department operation to re-  
516 place the current 2001 LifeLine ambulance and to raise and appropriate the sum of **\$45,180** for the first year's  
517 payment for this purpose. The total purchase price of this vehicle is \$296,400. Approval of this warrant article  
518 will further authorized the expenditure of \$75,000 from the Ambulance Capital Reserve Fund to arrive at the  
519 net/lease/purchase amount of \$221,400. If this article passes, future years' payments will be included in the op-  
520 erating budget and the 2001 ambulance will be sold. This is a Special Warrant Article in accordance with RSA  
521 32. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this**  
522 **Article (0-0). This Article has an estimated tax impact of \$2.79 on an assessed valuation of \$100,000**  
523 There was no additional discussion on this warrant article.

524  
525 **WARRANT ARTICLE 12 - DPW VEHICLES AND HEAVY EQUIPMENT CAPITAL RESERVE -**  
526 **\$40,000**

527  
528 Shall the Town vote to raise and appropriate the sum of \$40,000 to be placed in the DPW Vehicles and Heavy  
529 Equipment Capital Reserve Fund? Expenditures from this fund will require a vote at town meeting. The \$40,000  
530 adds to the DPW Vehicles and Heavy Equipment Capital Reserve approved by voters in 2018. **The Board of**

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531 **Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This**  
532 **Article has an estimated tax impact of \$2.47 on an assessed valuation of \$100,000**  
533 There was no additional discussion on this warrant article.

534  
535 **WARRANT ARTICLE 13 - SOCIAL SERVICES - \$40,000**  
536

537 Shall the Town vote to raise and appropriate the sum of \$40,000 for the purpose of providing funding to Social  
538 Service agencies for Milford residents as proposed by the Social Services Committee and submitted to the  
539 Board of Selectmen? This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen**  
540 **supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This Article has**  
541 **an estimated tax impact of \$2.47 on an assessed valuation of \$100,000**  
542 There was no additional discussion on this warrant article.

543  
544 **WARRANT ARTICLE 14 - NON-EMERGENCY COMMUNITY TRANSPORTATION BUS SERVICES**  
545 **– \$32,000**  
546

547 Shall the Town vote to raise and appropriate the sum of \$32,000 for the purpose of providing the Town's share of  
548 funding to the Souhegan Valley Transportation Collaborative (SVTC) in order to continue operating a regional,  
549 non-emergency, wheelchair-accessible transportation service providing rides within the designated service area  
550 to seniors, people with disabilities, and the general public? This is a Special Warrant Article in accordance with  
551 RSA 32. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports**  
552 **this Article (9-0). This Article has an estimated tax impact of \$1.98 on an assessed valuation of \$100,000**  
553 There was no additional discussion on this warrant article.

554  
555 **WARRANT ARTICLE 15 - FIRE APPARATUS REPLACEMENT CAPITAL RESERVE - \$25,000**  
556

557 Shall the Town vote to raise and appropriate the sum of \$25,000 to be placed in the Fire Apparatus Replacement  
558 Capital Reserve Fund? Expenditures from this fund will require a vote at town meeting. The \$25,000 adds to the  
559 Fire Apparatus Replacement Capital Reserve approved by voters in 2017. **The Board of Selectmen supports**  
560 **this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This Article has an esti-**  
561 **ated tax impact of \$1.54 on an assessed valuation of \$100,000**  
562 There was no additional discussion on this warrant article.

563  
564 **WARRANT ARTICLE 16 - TOWN FACILITIES RENOVATION AND MAJOR REPAIR**  
565 **REPLACEMENT CAPITAL RESERVE - \$25,000**  
566

567 Shall the Town vote to raise and appropriate the sum of \$25,000 to be placed in the Town Facilities Renovation  
568 and Major Repair Replacement Capital Reserve Fund? Expenditures from this fund will require a vote at town  
569 meeting. The \$25,000 adds to the Town Facilities Renovation and Major Repair Replacement Capital Reserve  
570 approved by voters in 2017. **The Board of Selectmen supports this Article (5-0). The Budget Advisory**  
571 **Committee supports this Article (9-0). This Article has an estimated tax impact of \$1.54 on an assessed**  
572 **valuation of \$100,000**  
573 There was no additional discussion on this warrant article.

574  
575 **WARRANT ARTICLE 17 - AMBULANCE VEHICLE REPLACEMENT CAPITAL RESERVE - \$25,000**  
576

577 Shall the Town vote to raise and appropriate the sum of \$25,000 to be placed in the Ambulance Vehicle Re-  
578 placement Capital Reserve Fund? Expenditures from this fund will require a vote at town meeting. The \$25,000  
579 adds to the Ambulance Vehicle Replacement Capital Reserve approved by voters in 2017. **The Board of Se-**  
580 **lectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This Ar-**  
581 **ticle has an estimated tax impact of \$1.54 on an assessed valuation of \$100,000**  
582 There was no additional discussion on this warrant article.

583  
584  
585  
586

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587 **WARRANT ARTICLE 18 - KEYES PARK EXPANSION COMMITTEE PROJECT CAPITAL**  
588 **RESERVE - \$25,000**  
589

590 Shall the town vote to raise and appropriate the sum of \$25,000 to be placed in the Keyes Park Expansion  
591 Committee Project Capital Reserve Fund? The purpose of this fund is for the design, development and con-  
592 struction of improvements to Keyes Memorial Park, as outlined in the Keyes Memorial Park Expansion Commit-  
593 tee Report, (December 20, 2016 and as amended). The Board of Selectmen has authority to expend from this  
594 fund. The \$25,000 adds to the Keyes Park Expansion Committee Project Capital Reserve approved by voters in  
595 2017. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this**  
596 **Article (9-0). This Article has an estimated tax impact of \$1.54 on an assessed valuation of \$100,000**  
597 There was no additional discussion on this warrant article.  
598

599 **WARRANT ARTICLE 19 - PUBLIC WORKS WHEEL BUCKET LOADER LEASE-PURCHASE -**  
600 **\$22,980 (Annual Lease Payment \$22,980; \$80,000 Paid From Capital Reserves; Total Purchase**  
601 **Price (\$145,000)**  
602

603 Shall the Town vote to authorize the Board of Selectmen to enter into a 3-year lease/purchase agreement, sub-  
604 ject to a fiscal funding clause which will protect the Town in the event of non-appropriation, for the purpose of  
605 lease/purchasing a Wheel Bucket Loader and to raise and appropriate the sum of **\$22,980** for the first year's  
606 payment for this purpose. The total purchase price of this vehicle is \$145,000. Approval of this warrant article will  
607 further authorized the expenditure of \$80,000 from the DPW Vehicles and Heavy Equipment Capital Reserve to  
608 arrive at the net/lease/purchase amount of **\$65,000**. If this article passes, future years' payments will be includ-  
609 ed in the operating budget and the 2002 Caterpillar loader will be retained by Public Works, eliminating a need  
610 for a winter rental and thus reducing the 2020 operating budget by \$15,000. **The Board of Selectman supports**  
611 **this Article (4-1). The Budget Advisory Committee supports this Article (9-0). This Article has an esti-**  
612 **imated tax impact of \$1.42 on an assessed valuation of \$100,000**  
613 There was no additional discussion on this warrant article.  
614

615 **WARRANT ARTICLE 20 - POLICE AND FIRE DEPARTMENT PORTABLE RADIO REPLACEMENTS**  
616 **from THE PUBLIC SAFETY COMMUNICATION EQUIPMENT REPLACEMENT CAPITAL**  
617 **RESERVE - \$22,800**  
618

619 Shall the Town vote to expend the sum of \$22,800 from the Public Safety Communication Equipment Replace-  
620 ment Capital Reserve to replace Portable Radios for the Police and the Fire Departments. **The Board of Se-**  
621 **lectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This Ar-**  
622 **icle does not have a tax impact.**  
623 There was no additional discussion on this warrant article.  
624

625 **WARRANT ARTICLE 21 - PUBLIC SAFETY COMMUNICATION EQUIPMENT REPLACEMENT**  
626 **CAPITAL RESERVE - \$20,000**  
627

628 Shall the Town vote to raise and appropriate the sum of \$20,000 to be placed in the Public Safety Communica-  
629 tion Equipment Capital Reserve Fund? Expenditures from this fund will require a vote at town meeting. The  
630 \$20,000 adds to the Public Safety Communication Equipment Replacement Capital Reserve approved by voters  
631 in 2017. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports**  
632 **this Article (5-4). This Article has an estimated tax impact of \$1.23 on an assessed valuation of \$100,000**  
633 There was no additional discussion on this warrant article.  
634

635 **WARRANT ARTICLE 22 - CONSERVATION FUND - \$20,000**  
636

637 Shall the town vote to raise and appropriate the sum of \$20,000 for the purpose of adding it to the conservation  
638 fund created in accordance with RSA 36-A, said land fund being allowed to accumulate from year to year and to  
639 be available for the acquisition of property, conservation easements and other RSA 36-A allowable purposes?  
640 Contribution furthers the protection of the town's natural resources. **The Board of Selectmen supports this**  
641 **Article (3-2). The Budget Advisory Committee supports this Article (9-0). This Article has an estimated**  
642 **tax impact of \$1.23 on an assessed valuation of \$100,000**  
643

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**WARRANT ARTICLE 23 - ASSESSING REVALUATION CAPITAL RESERVE - \$15,000**

644 Shall the Town vote to raise and appropriate the sum of \$15,000 to be placed in the Assessing Revaluation Capital Reserve Fund? The purpose of Revaluation of Real Estate Assessment is to meet our constitutional and statutory requirement that periodically these assessments are at full and true value. The Board of Selectmen has authority to expend from this fund. The \$15,000 adds to the Assessing Revaluation Capital Reserve approved by voters in 2017. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (8-1). This Article has an estimated tax impact of \$0.93 on an assessed valuation of \$100,000**

652 There was no additional discussion on this warrant article.

**WARRANT ARTICLE 24 - ANNUAL LABOR DAY PARADE SUPPORT - \$10,000**

656 Shall the Town vote to raise and appropriate the sum of \$10,000 for the purpose of funding bands, musicians and other allied expenses directly attributed to the annual Labor Day Parade? This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen supports this Article (4-1). The Budget Advisory Committee supports this Article (0-0). This Article has an estimated tax impact of \$0.62 on an assessed valuation of \$100,000**

662 There was no additional discussion on this warrant article.

**WARRANT ARTICLE 25 - SUMMER BAND CONCERTS SUPPORT - \$9,000**

666 Shall the Town vote to raise and appropriate the sum of \$9,000 for the purpose of holding the annual summer evening Band Concerts (bands, sound system, crossing detail)? This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (8-1). This Article has an estimated tax impact of \$0.56 on an assessed valuation of \$100,000**

671 There was no additional discussion on this warrant article.

**WARRANT ARTICLE 26 - INDEPENDENCE DAY CELEBRATION FIREWORKS - \$8,500**

675 Shall the Town vote to raise and appropriate the sum of \$8,500 for the purpose of providing the Independence Day celebration fireworks display at a time and location to be determined by the Board of Selectmen? This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen supports this Article (3-2). The Budget Advisory Committee supports this Article (6-3). This Article has an estimated tax impact of \$0.53 on an assessed valuation of \$100,000**

680 There was no additional discussion on this warrant article.

**WARRANT ARTICLE 27 - PUMPKIN FESTIVAL SUPPORT - \$8,000**

684 Shall the Town vote to raise and appropriate the sum of \$8,000 for purposes of Pumpkin Festival support by Public Works, Police, Fire, and Ambulance Departments? This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (8-0-1). This Article has an estimated tax impact of \$0.49 on an assessed valuation of \$100,000**

689 There was no additional discussion on this warrant article.

**WARRANT ARTICLE 28 - MEMORIAL, VETERANS & LABOR DAY PARADES AND RECOGNITION SUPPORT - \$6,500**

694 Shall the Town vote to raise and appropriate the sum of \$6,500 for the purpose of town support relative to the observance of Memorial, Veterans and Labor Day Parades? These funds shall be used to cover parade costs incurred by Public Works, Police Department and other Town departments, and to purchase flags to be placed on the graves of veterans on Memorial Day. Departmental support costs and materials associated with the provision of these services will be charged against this appropriation. This is a Special Warrant Article in accordance with RSA 32. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This Article has an estimated tax impact of \$0.40 on an assessed valuation of \$100,000**



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702 There was no additional discussion on this warrant article.

703

704 **WARRANT ARTICLE 29 - VETERAN'S TAX CREDIT AND ALL VETERAN'S TAX CREDIT**

705 Shall the town, pursuant to RSA 72:27-a, vote to increase the Optional Veteran's Tax Credit (RSA 72:28) and the  
706 All Veteran's Tax Credit (RSA 72:38-b) from \$300 to \$400. RSA 72:28 I. The standard veterans' tax credit shall  
707 be \$50.

708 II. The optional veterans' tax credit, upon adoption by a city or town pursuant to RSA 72:27-a, shall be an amount  
709 from \$51 up to \$750. The optional veterans' tax credit shall replace the standard veterans' tax credit in its entirety  
710 and shall not be in addition thereto.

711 *RSA 72:28-b II. The credit granted under this section shall be the same as the amount of the standard or optional*  
712 *veterans' tax credit in effect in the town or city under RSA 72:28. **The Board of Selectmen supports this Article***  
713 **(4-0-1). The Budget Advisory Committee supports this Article (8-0-1). This Article has an estimated**  
714 **tax impact of \$3.33 on an assessed valuation of \$100,000**

715 There was no additional discussion on this warrant article.

716

717 **WARRANT ARTICLE 30 - TAX CREDIT FOR SURVIVING SPOUSE OF VETERAN**

718 Shall the town, pursuant to RSA 72:27-a, vote to increase the tax credit for the Surviving Spouse of a veteran  
719 who was killed or died while on active duty (RSA 72:29-a) from \$700 to \$800.

720 *72:29-1 II. ... the surviving spouse of any person who was killed or died while on active duty in the armed forces*  
721 *of the United States or any of the armed forces of any of the governments associated with the United States in*  
722 *the wars, conflicts or armed conflicts, or combat zones set forth in RSA 72:28, shall receive a tax credit in the*  
723 *amount from \$701 up to \$2,000 for the taxes due upon the surviving spouse's real and personal property,*  
724 *whether residential or not, in the same municipality where the surviving spouse is a resident. **The Board of Se-***  
725 **lectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0).**

726 There was no additional discussion on this warrant article.

727

728 **WARRANT ARTICLE 31 - TAX CREDIT FOR SERVICE CONNECTED TOTAL DISABILITY**

729 Shall the Town, pursuant to RSA 72:27-a, vote to increase the tax credit for veteran's who have total and perma-  
730 nent service-connected disability (RSA 72:35) from \$1400 to \$1500.

731 *RSA 72:25 I-a. The optional tax credit for service-connected total disability, upon adoption by a city or town pur-*  
732 *suant to RSA 72:27-a, shall be an amount from \$701 up to \$2,000. The optional tax credit for service-connected*  
733 *total disability shall replace the standard tax credit in its entirety and shall not be in addition thereto.*

734 **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article**  
735 **(9-0).**

736 There was no additional discussion on this warrant article.

737

738 **WARRANT ARTICLE 32 - INCREASE THE PROPERTY TAX EXEMPTION FOR ELDERLY - \$0**

739

740 Shall the Town, pursuant to RSA 72:27-a, vote to modify the elderly exemption from property tax based on as-  
741 sessed value for qualified taxpayers to be as follows: for persons 65 years of age up to 75 years - \$83,000; for a  
742 person 75 years of age up to 80 - \$124,000; for persons over 80 year of age - \$165,000; and to modify the max-  
743 imum asset limit for both individual and married persons to \$100,000 (excluding the value of the person(s) resi-  
744 dence). To qualify, the person must satisfy all of the conditions of RSA 72:39-a&b that pertain to eligibility for this  
745 exemption as well as those contained in any other applicable statute including without limitation, that they  
746 demonstrate that they have been a New Hampshire resident for at least 3 consecutive years, that they own the  
747 real estate individually or jointly, of if the real estate is owned by such persons spouse, that they must have been  
748 married to each other for at least 5 years, and that they reside at the property as their primary residence. In addi-  
749 tion, the taxpayer must have a net income in each applicable age group of not more than \$38,600, or if married,  
750 a combined net income of not more than \$46,000.

751 *Note: The recommended increase (20% over current limits) in the exemption amount categories is to offset the*  
752 *impact of the 2019 Statistical Update where the average home increase was 19.6%. There is no anticipated tax*  
753 *impact due to this recommendation.*

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754 *The recommended increase in asset limits (from \$85,000) is to provide a reasonable “cushion” against unantic-*  
755 *ipated expenses. There is no recommended increase for the current income limits. There is no way to deter-*  
756 *mine any tax impact from this recommendation.*

757 **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Arti-**  
758 **cle (9-0).**

759 There was no additional discussion on this warrant article.

760

761 **WARRANT ARTICLE 33 - WEST MILFORD TAX INCREMENT FINANCING DISTRICT**  
762 **REVOCAION - \$0**

763

764 Shall the town vote, pursuant to RSA 162:K, to dissolve the West Milford Tax Increment Financing District com-  
765 prised of Tax Map 38, Lots 4, 5, 5-1, 9, 11, 12, 13 and 14 (the so-called BROX industrial property owned by the  
766 Town of Milford) and Map 7, Lot 16-1 and Map 38 Lot 6 (two parcels owned by Hendrix Wire & Cable Inc.), and  
767 to further dissolve the Advisory Board for said District, in accordance with RSA 162:K:14, or take other action  
768 relative thereto. **The Board of Selectmen supports this Article (5-0). The Budget Advisory Committee**  
769 **supports this Article (9-0). This Article has no tax impact.**

770 There was no additional discussion on this warrant article.

771

772 **WARRANT ARTICLE 34 - BROX PROPERTIES PUBLIC INFRASTRUCTURE IMPROVEMENT**  
773 **FUND REVOCAION - \$0**

774 Shall the town vote, pursuant to RSA 31:19-a, to revoke the BROX Properties Public Infrastructure Improvement  
775 Fund established in 2012 to defray costs of construction for municipal infrastructure improvements in the form of  
776 highway improvements and/or the provision of municipal water and sewer facilities servicing the so-called BROX  
777 Industrial Properties owned by the Town of Milford identified as Tax Map 38, Lots 4, 5, 5-1, 9, 11, 12, 13 and 14,  
778 located in the West Milford Tax Increment Financing District. Said fund contains a \$0 balance. **The Board of**  
779 **Selectmen supports this Article (5-0). The Budget Advisory Committee supports this Article (9-0). This**  
780 **Article has no tax impact.**

781 There was no additional discussion on this warrant article.

782

783 **WARRANT ARTICLE 35 – SPORTS BETTING - \$0**

784

785 Shall the town allow the operation of sports book retail locations within the Town of Milford? **The Board of Se-**  
786 **lectmen supports this Article (4-0-1). The Budget Advisory Committee does not support this Article (4-**  
787 **5). This Article has no tax impact.**

788 There was no additional discussion on this warrant article.

789

790 **WARRANT ARTICLE 36 - NASHUA STREET PEDESTRIAN SAFETY and SIDEWALK**  
791 **IMPROVEMENT PROJECT - \$750,500 (State pays \$600,400; Town pays \$150,100), BY PETITION**

792

793 Shall the Town vote to raise and appropriate the sum of \$750,500 with \$150,100 to be raised by general taxation  
794 and \$600,400 from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program for the engineering,  
795 potential right-of-way acquisition, and construction of approximately 3,500 linear feet of new five-foot (5') wide  
796 sidewalk, to include, but not limited to, vertical granite curbing, associated drainage improvements, crosswalk  
797 markings, and repaving, along the southerly and northerly sides of Nashua Street beginning from 486 Nashua  
798 Street (Near Cahill Place, Map 32, Lot 4-C) to 586 Nashua Street (Near Lorden Plaza, Map 44, Lot 6) and to the  
799 existing sidewalk network at the corner of Capron Road and Nashua Street? This reimbursement program pro-  
800 vides an 80% federal funding/20% local matching funds opportunity. This is a Special Warrant Article in accord-  
801 ance with RSA 32. **Board of Selectmen supports this Article (0-0). The Budget Advisory Committee sup-**  
802 **ports this Article (7-0-2). This Article has an estimated tax impact of \$9.38 on an assessed valuation of**  
803 **\$100,000.**

804

805 Rodny Richie the source of warrant articles isn't always clear to voters. These two warrant articles were sourced  
806 by the Board as a result of staff acquiring grants. People don't always know that you talk about some articles and  
807 they don't appear on the warrant because you don't support them. The Trustees of the Library are lucky that  
808 their warrant article is on the warrants even though this Board isn't supporting it. He asked that the Board con-  
809 sider that in the case of warrant articles 36 and 37 and that the Board consider the tradition not to take a position

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810 on petition warrant articles. The sources of these 2 warrant articles came from staff work, from tax payer funds  
811 to acquire grants and the potential for 80% funding. He would like the Board to provide their rational of why they  
812 support or do not support these articles.

813  
814 Rodny commented on the tax impact of bonds. The Board put no tax impact for 2020 and he’s never seen them  
815 come back and say, “tax impact in 2021 and the next 15 years will be x amount”. The Library Trustees project a  
816 tax amount for their bond. He asked that the Board consider doing the same. Chairman Daniels said he would  
817 agree with Rodny, at least for the tax impact for 2021.

818  
819 Administrator Bender said Rodny’s tax impact for the Library for 2020 is correct. The tax impact for warrant arti-  
820 cle 4, dispatch, would be \$10.31 per thousand. He doesn’t know how DRA would feel about adding future tax  
821 impact to the warrants but we could add something like that into the majority and minority reports.

822  
823 Peter Basiliere said it’s important for people to realize that petition is just a vehicle for getting an item onto the  
824 warrants. If you go back in NH history, a warrant is a warning to voters in town that we are going to have a meet-  
825 ing and you need to show up because we will be talking about things that impact our town and taxes. He com-  
826 mends the Board with taking positions on the petition articles especially this bond issue proposed by petition be-  
827 cause it’s a life safety topic. It impacts first responders and residents.

828  
829 **WARRANT ARTICLE 37- OSGOOD ROAD, MELENDY ROAD, AND ARMORY ROAD**  
830 **PEDESTRIAN SAFETY SIDEWALK AND BICYCLE LANE PROJECT - \$763,000 (State pays**  
831 **\$610,400; Town pays \$152,600), BY PETITION**

832  
833 Shall the Town vote to raise and appropriate the sum of \$763,000, with \$152,600 to be raised by general taxa-  
834 tion and \$610,400 from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program) for the engi-  
835 neering of, potential right-of-way acquisition of, and construction of approximately 4,000 linear feet a new five-  
836 foot (5’) wide sidewalk with vertical granite curbing, a dedicated striped bicycle lane, and pedestrian walkway, to  
837 include, but not limited to associated drainage improvements, crosswalk markings, and repaving, along Osgood  
838 Road, Mason Road, Melendy Road, and Armory Road. The pedestrian improvement project will begin at inter-  
839 section of West Street and Osgood Road and continue southwest along Osgood Road past Adams Field, Os-  
840 good Pond, and Mason Road to the intersection of Osgood Road, Melendy Road and Armory Road. The pedes-  
841 trian improvements will continue eastward along Armory Road to intersection with the Granite Town Rail-Trail,  
842 and to authorize the issuance of bonds or notes therefore of not more than \$763,000 in accordance with the pro-  
843 visions of the Municipal Finance Act (RSA 33)? This reimbursement program provides an 80% federal fund-  
844 ing/20% local matching funds opportunity. This is a Special Warrant Article in accordance with RSA 32. **Board**  
845 **of Selectmen supports this Article (0-0) The Budget Advisory Committee supports this Article (7-0-2).**  
846 **This Article has an estimated tax impact of \$9.53 on an assessed valuation of \$100,000**

847 There was no additional discussion on this warrant article.

848  
849 **WARRANT ARTICLE 38 - NEW MUNICIPAL AND TRANSPORTATION CAPITAL RESERVE FUND PAID BY**  
850 **AN ADDITIONAL AUTO REGISTRATION FEE, BY PETITION- \$0**

851  
852 Shall the Town vote to adopt the provisions of NH RSA 261:153 (VI) to levy an additional motor vehicle registra-  
853 tion fee in the amount of five dollars (\$5.00) per registration to be used to support a municipal and transportation  
854 improvement fund, and to further provide that with the adoption of this article the town shall create a Capital Re-  
855 serve Fund pursuant to RSA Chapter 35 to receive these funds, and further that the Capital Reserve Fund shall  
856 be known as the Municipal and Transportation Capital Reserve Fund, said reserve fund to be used to fund, whol-  
857 ly or in part, improvements in the local or regional transportation system including roads, bridges, bicycle and  
858 pedestrian facilities, parking and intermodal facilities, electric vehicle charging stations, and for operating and  
859 capital costs of public transportation only, and to further name the Board of Selectmen as agents to expend this  
860 Capital Reserve Fund. The funds may be used for engineering, right-of-way acquisition, and construction costs  
861 of transportation facilities, including electric vehicle charging stations, and for operating and capital costs of pub-  
862 lic transportation only. The funds may be used as matching funds for state or federal funds allocated for local or  
863 regional transportation improvements. Such funds shall not be used to offset any other non-transportation ap-  
864 propriations made by the municipality. This additional motor vehicle registration fee shall be collected starting  
865 with motor vehicle registration permits obtained on or after May 1, 2020. The Board of Selectmen supports this  
866 Article (0-0). The Budget Advisory Committee supports this Article (0-0). This Article has no tax impact.

867

## DRAFT MINUTES OF BUDGET & BOND PUBLIC HEARING – 01/13/20

868 Janet Langdell, Milford resident clarified that the funds raised through this fee could only be used for transporta-  
869 tion improvements within the municipality. Selectman Dargie said the warrant article is based on NH RSA  
870 261:153 section 6. It allows us to add a fee to auto registrations for up to \$5. It goes in to a capital reserve fund  
871 which can be used on transportation projects. He would like it used for the Blue Bus which is currently paid for by  
872 property taxes. It can be used for a variety of things.  
873

874 Chairman Daniels said the RSA says that the reserve fund should be used to fund wholly or in part improve-  
875 ments in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities,  
876 parking and intermodal facilities, electric vehicle charging stations, and for operating and capital costs of public  
877 transportation only, and to further name the Board of Selectmen as agents to expend this Capital Reserve Fund.  
878 and public transportation. Under this he believes that the \$5 fee could be used to put towards the purchase of a  
879 dump truck. In the past when we received money from the state to be used on transportation infrastructure we  
880 bought a bucket loader which can only be used on roads. Selectman Dargie said he doesn't think you can buy a  
881 dump truck with this.  
882

883 Karen Mitchell, Milford resident asked if this is to be used for the Blue Bus, is the intent to get rid of the Blue Bus  
884 warrant article? Paul said yes. Karen said there are many different items that the Board can determine where  
885 the funds go, would you be committing to getting rid of the Blue Bus warrant. There are several warrants that  
886 can fit into this that are passed successfully each year, this feels like duplicate taxation. Selectman Dargie said if  
887 you don't have a warrant article for the Blue Bus and it's paid for out of this, its alternative taxation not duplicate  
888 taxation.  
889

890 Karen said you said "if" there are other things in the warrant. Selectman Dargie said the Board would choose  
891 what to do with this each year. The additional fee would raise roughly \$90,000 each year. The Blue Bus is  
892 \$32,000 per year so there would be about \$58,000 available for other topics like road repairs and bridge repairs.  
893 Karen said we already have capital reserve funds for them. Selectman Dargie said correct but right now we put  
894 a certain amount into bridge repair and we might be able to lower it.  
895

896 Karen said it looks like another revenue stream. Selectman Dargie said it is. The idea is to help with property  
897 tax relief, taxes go down and auto registration fees go up. Karen said it isn't property tax relief if you get rid of a  
898 warrant article and replace it with this. When tax payers vote for the Blue Bus warrant article, they are voting for  
899 that. With this, they will vote for it not knowing that it's coming to the Blue Bus this year and maybe something  
900 else next year. You are asking to approve something that already has successful warrants and make it entirely  
901 up to the Board. You are re-inventing the wheel.  
902

903 Selectman Dargie said the Blue Bus passes every year there could be a year where it doesn't pass. If it doesn't  
904 pass, no means no and you can't fund it a different way. It will get shut down. Karen said she knows that but  
905 she doesn't see the town not passing it.  
906

907 Selectman Labonte said by the Blue Bus have their own warrant article, you are giving the voters the option if  
908 they chose to approve it. This warrant article makes it mandatory. He said Administrator Bender gave the Li-  
909 brary tax impact on a \$100,000 home, there are many residents in town that have three vehicles and they would  
910 be paying more for this. Their only option not to pay the \$5 is to walk. Janet said, or take the Blue Bus. She  
911 would like the viewers to know that Souhegan Valley Rides, (Blue Bus) was not engaged in this warrant article.  
912 Nor was it engaged with the proposal by Selectman Dargie to put this forward on this warrant. We are not part of  
913 this effort. The RSA that allows this fee has been around for years, this town has just never used it. The motor  
914 vehicle registration fee was initially used as a way to generate more revenue by municipalities to pay for road  
915 repairs. There have been efforts to use this for public transportation as well as things like the 20% match money  
916 on the other petition warrant articles. If anyone is interested, she can get a list of other communities that do this.  
917 This was brought forward to the Board of Selectman in previous years and on major concern to Milford was rela-  
918 tive to the number of fleets that we have in town, large businesses that have multiple vehicles registered in this  
919 town. What economic impact would it have on those large fleets?  
920

921 Selectman Putnam said most of the people that use the Blue Bus don't have cars. We are putting this burden on  
922 just the people who own vehicles. You won't see their rent go down because their property taxes go down, they  
923 will be paying the same amount. He isn't in favor of this warrant article.  
924

925 There were no other comments. Chairman Daniels said at this time we have concluded the Budget and Bond  
926 Public Hearing.  
927

DRAFT MINUTES OF BUDGET & BOND PUBLIC HEARING – 01/13/20

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Chairman, Gary Daniels

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Member, Laura Dudziak

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Vice Chairman, Paul Dargie

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Member, Chris Labonte

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Member, Mike Putnam

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