

**FLETCHER PAINT SUPERFUND SITE  
GROUNDWATER MANAGEMENT ZONE**

Adopted \_\_\_\_\_ by the Town of Milford Board of Selectmen (hereafter "Board")

**I. AUTHORITY AND PURPOSE**

Pursuant to RSA 147:1, Local Regulations, the Board adopts a Groundwater Management Zone in consultation with the United States Environmental Protection Agency (US-EPA) and New Hampshire Department of Environmental Services (NH-DES) to be entitled, "Fletcher Paint Superfund Site Groundwater Management Zone" (FS-GMZ).

Objectives of the Fletcher Paint Superfund Site Groundwater Management Zone are:

- A. To prevent use of groundwater drawn from within a designated Federal Superfund site, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 960 I et seq., until the cleanup goals required under CERCLA decision documents for the Fletcher Paint Superfund Site are achieved.
- B. To protect the public health and safety of the residents of Milford in the vicinity of the Fletcher Paint Superfund Site by preventing the possible spread of contaminated water from groundwater to drinking water.

**II. ZONE BOUNDARIES**

The FS-GMZ is superimposed over the existing underlying zoning districts and is comprised of thirty-six (36) parcels, those being shown on plan entitled "Fletcher Groundwater Management Zone / Town Ordinance Area", dated February 2018 and shall extend to any newly-created lot and map numbers created as a result of a legal subdivision within the defined area. The extent of the boundary of the FS-GMZ shall be reviewed no less frequently than every five years and possibly with greater frequency depending on the results of testing. Subsequent to such review, lots may be removed from or added to the FS-GMZ after consultation with US-EPA and NH-DES.

When the actual boundary of the FS-GMZ is in dispute by any owner or abutter affected by said boundary, the Town will engage, at the owner or abutter's expense, a professional geologist or hydro geologist to determine more accurately the precise boundary of the Zone. The Town shall consult with the US-EPA and NH-DES, before any modification of the Groundwater Management Zone is made.

**III. PROHIBITED USES**

- A. Additional to the prohibited uses of the underlying zoning district in which the FS-GMZ is located, all use of groundwater for any purpose whatsoever in this district is prohibited without prior approval from the Town, US-EPA and the NH-DES. No wells of any nature whatsoever shall be dug, installed, or otherwise created within the district without prior approval from the Town, US-EPA and the NH-DES. No groundwater shall be drawn by any means whatsoever or for any use whatsoever from within the Zone without prior approval from the Town, US-EPA and the NH-DES.
- B. No disturbance of wetlands within the FS-GMZ shall be permitted without prior approval from the Town, US-EPA and the NH-DES.

**Milford Municipal Code - Title 5 Health & Safety**  
**Chapter 5.33 Fletcher Paint Superfund Site Groundwater Management Zone**

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- C. These restrictions do not apply to US-EPA and NH-DES activities authorized under CERCLA or associated with remedial activities at other contaminated sites within the GMZ.
- D. Nothing in this regulation shall prohibit a property owner from developing property within the FS-GMZ provided that any development proposal requiring on-site water shall demonstrate the ability to connect to town water or other acceptable off-site water supply at the applicant' s expense.
- E. Temporary dewatering activities for construction or maintenance activities within the FS-GMZ are permissible with prior approval by the Town and US-EPA/NH-DES.

**IV. ADMINISTRATION**

- A. The provisions of the FS-GMZ shall be administered by the Board acting through the Health Officer.
- B. Any element of this ordinance may be waived by the Board and US-EPA and NH-DES, provided that the granting of such waiver does not adversely affect any adjoining property.
- C. The Town shall conduct annual review of FS-GMZ property transfers and provide notice of the ordinance to new property owners.

**V. ENFORCEMENT**

The Board shall be responsible for enforcement of the provisions of the FS-GMZ and may pursue all legal and equitable remedies to ensure compliance with this ordinance.

**VI. EFFECTIVE DATE**

This Article shall become effective upon passage.

The FS-GMZ shall remain in effect until the cleanup goals required under CERCLA decision documents for the Fletcher Superfund Site are achieved. The Town shall consult with the US-EPA and NH-DES before modifying or terminating the FS-GMZ.

Adopted \_\_\_\_\_, 2018

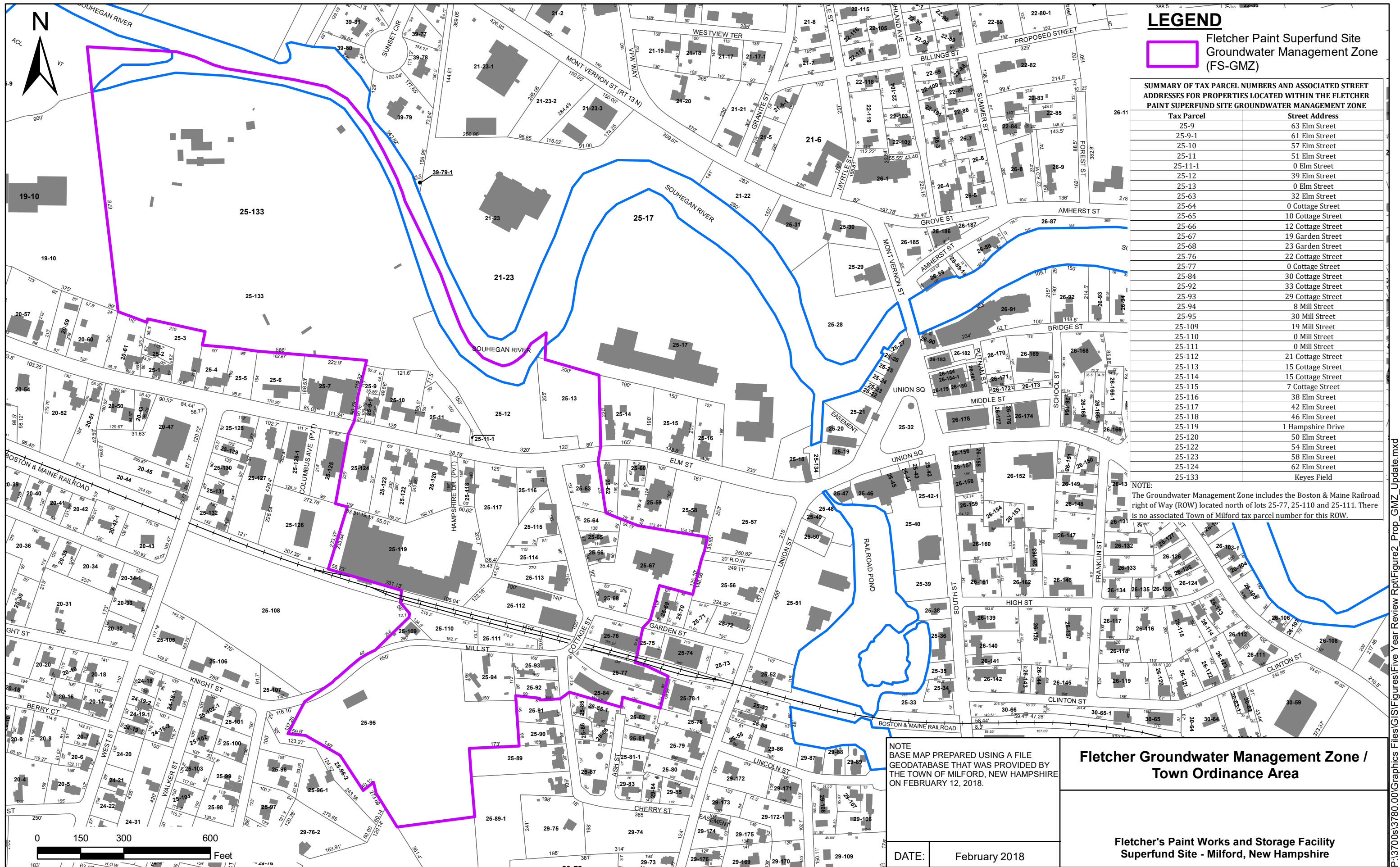
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Mark Fougere, Chairman, Board of Selectmen

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Kevin Federico, Vice Chair, Selectmen

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Gary Daniels, Selectman

\_\_\_\_\_  
Mike Putnam, Selectman

\_\_\_\_\_  
Laura Dudziak, Selectwoman



**LEGEND**

Fletcher Paint Superfund Site Groundwater Management Zone (FS-GMZ)

**SUMMARY OF TAX PARCEL NUMBERS AND ASSOCIATED STREET ADDRESSES FOR PROPERTIES LOCATED WITHIN THE FLETCHER PAINT SUPERFUND SITE GROUNDWATER MANAGEMENT ZONE**

Tax Parcel	Street Address
25-9	63 Elm Street
25-9-1	61 Elm Street
25-10	57 Elm Street
25-11	51 Elm Street
25-11-1	0 Elm Street
25-12	39 Elm Street
25-13	0 Elm Street
25-63	32 Elm Street
25-64	0 Cottage Street
25-65	10 Cottage Street
25-66	12 Cottage Street
25-67	19 Garden Street
25-68	23 Garden Street
25-76	22 Cottage Street
25-77	0 Cottage Street
25-84	30 Cottage Street
25-92	33 Cottage Street
25-93	29 Cottage Street
25-94	8 Mill Street
25-95	30 Mill Street
25-109	19 Mill Street
25-110	0 Mill Street
25-111	0 Mill Street
25-112	21 Cottage Street
25-113	15 Cottage Street
25-114	15 Cottage Street
25-115	7 Cottage Street
25-116	38 Elm Street
25-117	42 Elm Street
25-118	46 Elm Street
25-119	1 Hampshire Drive
25-120	50 Elm Street
25-122	54 Elm Street
25-123	58 Elm Street
25-124	62 Elm Street
25-133	Keyes Field

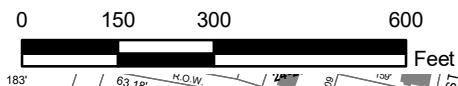
NOTE: The Groundwater Management Zone includes the Boston & Maine Railroad right of Way (ROW) located north of lots 25-77, 25-110 and 25-111. There is no associated Town of Milford tax parcel number for this ROW.

NOTE  
BASE MAP PREPARED USING A FILE  
GEODATABASE THAT WAS PROVIDED BY  
THE TOWN OF MILFORD, NEW HAMPSHIRE  
ON FEBRUARY 12, 2018.

**Fletcher Groundwater Management Zone /  
Town Ordinance Area**

**Fletcher's Paint Works and Storage Facility  
Superfund Site - Milford, New Hampshire**

DATE: February 2018



5:35 Request for Approval of Standard Veterans Tax Credit (16),  
Service Connected Total Disability Tax Credit (2), and All Veterans  
Tax Credit (6)

Memorandum

**To:** Board of Selectman  
**From:** Marti Noel, Assessor  
**Date:** 3/12/2018  
**Re:** Veterans Credit – **For Approval (16)**

The following list, as a matter of public record has applied for the Standard Veterans Tax Credit RSA 72:28 for tax year 2018. I have reviewed this application along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

Map/Lot	Address	Veteran/Property Owner(s)	Amount	Date Received
2/17	34 Richardson Rd	David Puppolo	\$300.00	10/11/2017
8/52/1C/1	3 Hutchinson Dr	William Crossley	\$300.00	02/16/2018
8/52/1C/6	13 Hutchinson Dr	John Henderson	\$300.00	5/16/2017
8/58	210 Mont Vernon Rd	Dylan Doran	\$300.00	12/01/2017
9/1/25	59 Patch Hill Ln	Douglas Clemons	\$300.00	06/05/2017
10/34	2 Walmsley Cir	James Phelan	\$300.00	8/17/2017
37/11	86 Westchester Dr	Thomas Ireland	\$300.00	11/01/2017
37/54	24 Wellesley Dr	Barbara Imai	\$300.00	10/20/2017
39/66/1	118 Knight St	Robert Bingham	\$300.00	1/09/2018
39/70/21	68 West Meadow Ct	Donald Hochstetler	\$300.00	02/22/2018
39/70/24	58 West Meadow Ct	Sean Perkins	\$300.00	11/02/2018
40/1	107 McGettigan Rd	Dennis Sireen	\$300.00	02/20/2018
43/59/M/11	529 Nashua St #11	Carl Bosley	\$300.00	09/26/2017
51/3/7	53 Cadran Crossing	Renee Sinicki	\$300.00	01/11/2018
51/26/109	10 Timber Ridge Dr	Joseph Myers	\$300.00	09/19/2017
53/3	36 Colburn Rd	Kyle Bunn & Sara Bunn*	\$600.00	01/26/2018

\*Husband & Wife are both veterans qualify for \$300 each.

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
MARK FOUGERE		3/12/2018
KEVIN FEDERICO		3/12/2018
GARY DANIELS		3/12/2018
LAURA DUDZIAK		3/12/2018
MIKE PUTNAM		3/12/2018

**To:** Board of Selectman

**From:** Marti Noel, Assessor

**Date:** 3/12/2018

**Re:** Tax Credit for Service Connected Total Disability – **For Approval (2)**

The following list, as a matter of public record has applied for the Tax Credit for Service Connected Total Disability RSA 72:35 for tax year 2018. I have reviewed the applications along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

MAP/LOT	Property Address	Veteran/Property Owner	Amount	Date Received
9/22	6 Lee Ann Dr	Michael Yensz	\$1,400.00	01/12/2018
45/3/22	43 Boynton Hill Rd	Franklin Smith	\$1,400.00	01/24/2018

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
MARK FOUGERE		3/12/2018
KEVIN FEDERICO		3/12/2018
GARY DANIELS		3/12/2018
LAURA DUDZIAK		3/12/2018
MIKE PUTNAM		3/12/2018

Memorandum

**To:** Board of Selectman  
**From:** Marti Noel, Assessor  
**Date:** 3/12/2018  
**Re:** All Veterans Tax Credit – **For Approval (6)**

The following list, as a matter of public record has applied for the All Veterans Tax Credit RSA 72:28-b (**Approved 2018 tax year town vote ballot question 27**) I have reviewed the applications along with the supporting documentation and am recommending that the selectman **approve** the following list of qualified veterans. These will need the PA-29 signed.

Map/Lot	Property Address	Property Owner/Veteran	Amount	Date Received
20/43	1 Crosby St	James Philbrook	\$300.00	12/14/2017
22/96	35 Highland Ave	Joanne Talbot	\$300.00	09/25/2017
29/121	2 Smith St	Barry Haines	\$300.00	02/02/2018
46/37/18	78 Noon's Quarry Rd	Jay Orcutt	\$300.00	6/27/2017
49/3/5	234 Stable Rd	Kevin Noel	\$300.00	11/29/2017
52/98	152 Comstock Dr	Kevin Bianchi	\$300.00	7/12/2017

SELECTMEN PRINTED NAME	SELECTMEN SIGNATURES OF APPROVAL	DATE
MARK FOUGERE		3/12/2018
KEVIN FEDERICO		3/12/2018
GARY DANIELS		3/12/2018
LAURA DUDZIAK		3/12/2018
MIKE PUTNAM		3/12/2018

5:40 Request for Approval of Land Use Change Tax - Autumn Oaks  
Subdivision Map 45 Lots 3-6, 3-7, and 3-8.

MEMORANDUM

DATE: March 12, 2018

TO: Board of Selectmen

CC: Mark Bender

FROM: Marti Noel, Assessor

RE: **Land Use Change Tax – 3 parcels in Autumn Oaks Subdivision  
Map 45 Lots 3-6, 3-7, and 3-8**

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The above 3 parcels no longer qualify for Current Use, and accordingly the Land Use Change Tax Warrants are being submitted.

**These lots** have been issued building permits, and construction has been started. The construction disqualifies the lots from Current Use, and requires the Land Use Change Tax to be issued. A single developer owns all parcels, and is the party responsible for payment of the Warrant. This developer has been notified of this action this evening.

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

Thank You

4. a) 1) Request for Approval to re-appoint Jerry Guthrie, Diane Varney-Parker and George Hoyt as full members to the Recycling/Solid Waste Committee.

2/23/2018

Robert Canty  
48 Webster Street  
Milford, NH 03055

Dear Board of Selectmen,

As the Chair of the Recycling Committee in the town of Milford, NH, I would like to report that Jerry Guthrie would like to extend his service as a member of the Milford Recycling Committee for another term. He has been a long-time member and he has helped a great deal in his time as a member of the committee. He is currently the Vice-Chair as well.

Thank you all for your time and consideration regarding this matter.

Robert Canty  
Recycling Committee, Chair



2/23/2018

Robert Canty  
48 Webster Street  
Milford, NH 03055

Dear Board of Selectmen,

As the Chair of the Recycling Committee in the town of Milford, NH, I would like to report that Diane Varney-Parker would like to extend her service as a member of the Milford Recycling Committee for another term. She has been instrumental as a member of the committee, making a significant impact at the middle school with her successful (and growing) recycling program. She has been a long-time member and our town will continue to benefit with her as a member of our committee.

Thank you all for your time and consideration regarding this matter.

Robert Canty  
Recycling Committee, Chair

2/23/2018

Robert Canty  
48 Webster Street  
Milford, NH 03055

Dear Board of Selectmen,

As the Chair of the Recycling Committee in the town of Milford, NH, I would like to report that George Hoyt would like to extend his service as a member of the Milford Recycling Committee for another term. He has been a long-time member, including his service as a student member when he was in high school. He has been a vocal and active member of our committee and he will continue to be an asset to the town.

Thank you all for your time and consideration regarding this matter.

Robert Canty  
Recycling Committee, Chair

4. a) 2) Request for Approval to re-appoint Erna Johnson and Charles Worcester to the Heritage Commission.

Town of Milford  
HERITAGE COMMISSION

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March 1, 2018

TO: Board of Selectmen

SUBJECT: Renewal of Members Erna Johnson and Charles Worcester

At the last meeting Feb 14, 2018 Mr. David Palance was elected as the New Chairperson for the Heritage Commission

Both Erna Johnson and Charles Worcester wish to have their terms extended as they wish to continue to serve the Town as appointed members of the Heritage Commission

All future correspondence and communications with the Town should be made via Mr. Palance.

I highly recommend that the Board of Selectmen renew Erna and Charles terms of service to the town and the Heritage Commission.

Respectfully,

Charles Worcester

**All future correspondence and communications with the Town should be made via Mr. Palance**

4. a) 3). Request for approval of donation to the Heritage Commission  
"Save the Swing Bridge" fund: Richard and Shirley Chacos \$100.00



## Milford Heritage Commission

Town Hall  
1 Union Square  
Milford NH 03055

Date

2/27/2018

To: Board of Selectmen

Re: Public Funds Donated for the "Save the Swing Bridge" project

The Heritage commission requests permission from the Board of Selectmen to accept Current donations totaling \$ 100.00 from the general public. We request that these funds be placed in the Heritage Commission Non-Lapsing financial account to be used exclusively for the repairs and restoration of the Swing Bridge located between Bridge St and Souhegan St here in Milford.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Charles T. Worcester".

For the Heritage Commission

Meets 2<sup>nd</sup> Wednesday of each month 7:00PM  
Wadleigh Memorial Library  
Lull Room

4. a) 4) Request for Acceptance of Mutual Aid Agreement between Amherst and Milford - Building Inspector



TOWN OF MILFORD, NH  
OFFICE OF COMMUNITY DEVELOPMENT

1 UNION SQUARE, MILFORD, NH 03055

TEL: (603) 249-0620

WEB: WWW.MILFORD.NH.GOV

**STAFF MEMORANDUM**

**Date:** March 8, 2018  
**To:** Board of Selectmen  
Mark Bender, Town Administrator  
**From:** Lincoln Daley, Community Development Director  
**Project:** Mutual Aid & Assistance Agreement Between Milford & Amherst  
Building Inspection & Code Enforcement Services

The purpose of this memorandum is to seek Board of Selectmen authorization to continue the Mutual Aid Assistance Agreement with the Town of Amherst for Building Inspection & Code Enforcement Services that expired in February 2018.

There is 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 employs one full-time building official, the absence of said official has a significant impact on residents and the development community seeking buildings permits/inspections. The purpose of the Mutual Aid Assistance 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 language contained within the agreement was 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. Mileage incurred for the services provided would be documented and reimbursed at the rate allowed by the U.S. Internal Revenue Service.

It is my understanding that the Amherst Board of Selectmen are meeting to discuss the agreement and related terms on Monday, March 12<sup>th</sup>. It is anticipated that the Board will support the continuance of the reciprocal agreement for an additional two years (renewed by both Boards). Given the current vacancies within Milford's Building Department (Building Inspector and Electrical Inspector), the Amherst Board of Selectmen will most likely amend the language of the current agreement to address this situation.

Attached, please find a copy of the current/expired Mutual Aid Assistance Agreement. We anticipate a revised agreement will be forwarded for Board review and signature. Given the current situation within the Milford Building Department and need for inspectional services, I am requesting that the Board give the Town Administrator the authorization to act on behalf of the Board.

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

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

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

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

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

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

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

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

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

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

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

## **SECTION II: COST DOCUMENTATION**

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

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

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

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

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

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

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

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

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

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

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

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

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



with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep and save harmless the other parties to this Agreement.

**SECTION VIII: EFFECTIVE DATE**

This Agreement shall take effect upon its approval by the governing boards of the Towns of Milford and Amherst and upon proper execution hereof. This agreement shall remain in effect for two years its execution, 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 their governing board, as of the date set forth in this Agreement.

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TOWN OF MILFORD BOARD OF SELECTMEN

Witness:

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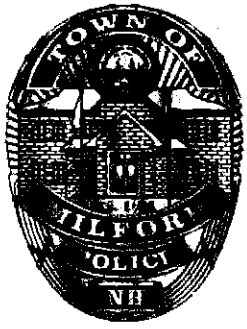
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TOWN OF AMHERST BOARD OF SELECTMEN

Witness:

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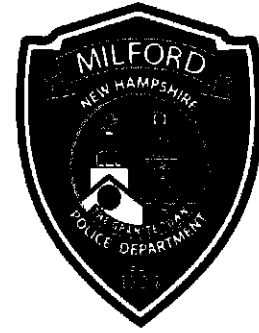
4. a) 5) Request for Approval to use Town Owned Municipal Parking Lot for a (IPMBA) International Police Mountain Bike Association Class.



## 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

From: Captain Shawn Pelletier

Date: March 6, 2018

Subject: Use of Town Owned Lot

I am requesting permission to use the Town owned municipal parking lot next to the Milford Police Department. This request is to set up and conduct an obstacle course during the week of May 20 to May 25, 2018. The course is required for hosting an International Police Mountain Bike Association (IPMBA) class here at the Milford Police Department. This class will be attended by Milford Officers and will be open to other local surrounding agencies so their officers can be certified as mountain bike officers. The obstacle course is mandatory for the training and is large. The course will need to stay in place during the week with set up taking place on Sunday May 20, 2018 where then the lot would be closed for the week. My plan would be to have citizens that would utilize the municipal lot to use the police department parking lot for that week. The course will be picked up on May 25<sup>th</sup> late in the afternoon to ensure the lot is open for that night. I look forward to your response and if you have any questions or concerns please let me know.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "S. Pelletier".

Captain Shawn Pelletier

DRAFT

MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

February 26, 2018

**PRESENT:** Mark Fougere, Chairman  
Kevin Federico, Vice Chairman  
Gary Daniels, Member  
Mike Putnam, Member - excused  
Laura Dudziak, Member - excused  
Mark Bender, Town Administrator  
Tina Philbrick, Recording Secretary  
Hazen Soucy, Videographer

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

**INSTRUCTIONS:** Chairman Fougere 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 Fougere 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. – Public Hearing for KENO – NH RSA 284:41 through 51 as directed by the Secretary of State.**

Chairman Fougere said that we are obligated to hold a public hearing prior to the official vote that will be on the ballot in two weeks. Chairman Fougere asked for comments or questions from the Board. There were none. Chairman Fougere opened the public hearing, no one had questions. Chairman Fougere closed the public hearing.

Because the appointments were running ahead of schedule, Chairman Fougere moved on to Public Comments.

**- 5:45 p.m. – 1<sup>st</sup> Public Hearing to adopt a new chapter of the Milford Municipal Code, entitled Title 5 Health & Safety, Chapter 5:33 Fletcher Paint Superfund Groundwater Management Zone pursuant of NH RSA 147:1.**

Chairman Fougere opened the public hearing. We were finally able to complete the cleanup and restore the entrance to Keyes and Cottage Street and now the EPA and DES have requested that we implement this Groundwater Management Zone to restrict any withdrawals of groundwater because of the contamination in that area.

Lincoln Daley, Community Development Director summarized the topic. The purpose of this ordinance is to protect the public health and meet the requirements of New Hampshire's ground water protection act and associated administrative rules. The Groundwater Management Zone is an area within which ground water use must be controlled and or monitored due to contamination per state standards. The zone consists of thirty-six (36) properties. The purpose is to prohibit the use of any ground water for any purpose without prior approval from the Town, US-EPA and the NH-DES. Properties within the zoned area can't use their wells for portable use and/or irrigation. The ordinance will remain in effect until such time as the ground water is restored to drinking water quality. Chairman Fougere asked if the property owners were notified. Lincoln said yes. There are 6 properties that are not on town water. A majority are undeveloped properties with the exception of Map 25-77 owned by the Big Barn LLC which is a warehouse. The properties around the Fletcher site Map 25-13 and 25-1-1 are owned by the town along with the property next to the rail road, Map 25-111. The other three properties Map 25-110, Map 25-114, (owned by the American Legion and is currently their parking lot), and Map 25-64 are privately owned. Chairman Fougere asked if the Board had any questions. Selectman Daniels asked why we were including all of Keyes Field. Lincoln said Keyes Field is included because it falls into the GMZ zone. Chairman Fougere said its most likely included in the zone because they don't want the town to use the well located on the property. He is happy to see that the new property on 127 Elm Street is not part of the zone. Selectman Daniels asked what's being used to irrigate Keyes Field now. Lincoln said town water. Chairman Fougere opened the public hearing, no one had any questions. Chairman Fougere closed the public hearing. The next public hearing will be on March 12, 2018 at 5:30. The Board thanked Lincoln for coming in.

**- 6:00 p.m. – Request to appoint Kathy Fay-Clancy as a full member of the Recycling Committee.** Chairman Fougere

asked Kathy to tell them about herself. Kathy said that she is a mother of 4 and a homeowner for 5 years. She is starting to look at getting back into society. She saw that they were looking for help and she has the time. She sees a need to increase awareness about recycling and educating kids as well. Selectmen Daniels said that Kathy has been to several recycling meetings and he thinks that she will be a good asset to the committee. They still have some open spots if anyone else is interested. Selectman Federico said that they are always happy to have people volunteer. Administrator Bender agreed. Selectman Federico made a motion to approve Kathy as a full member of the Recycling Committee. Selectman Daniels seconded. All were in favor. The motion passed 3/0. The Board thanked Kathy for coming in.

**3. PUBLIC COMMENTS. (Items not on the agenda).**

Chairman Fougere asked if there was anyone in the audience who would like to speak about any items not on the agenda. No one came forward.

## DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 02/26/2018

1 As the meeting was wrapping up, Suzanne Fournier, Brox Environmental Citizens asked if she could speak. Chairman  
2 Fougere graciously agreed. Suzanne came in to talk about the towns handling or mishandling of the procurement of the  
3 Perry Road Bridge road rating study. She showed a map of the road from Tom Lorden's property, (Tom is proposing a  
4 gravel operation on his property) to the Perry Road Bridge and from the Towns Community Lands to the Bridge. The town  
5 has a procurement policy for selection of engineering firms it wasn't followed for this project. The policy calls for the  
6 Town to seek at least 3 proposals. The Town didn't seek any even though this is a town bridge. The Town was not in  
7 charge of the proposals but instead played an advisory role for this enterprise. The private enterprise headed by Tom Lor-  
8 den, along with Leighton White Inc. and FieldStone Land Consultant initiated the bridge study. They sent out and received  
9 proposals. They invited the town to weigh in on the decision making. Suzanne feels that the private enterprise was in  
10 charge of important steps that involved the study, and it should have been the Town's responsibility. As far as financials,  
11 Suzanne said that the town made the commitment to pay the \$4,000 for the study. DPW signed the contract and sent Hoyle  
12 and Tanner the Purchase Order. Suzanne said that the Administrator Bender said that Leighton White Inc. and NorthEast  
13 Sand and Gravel would be reimbursing the town for the \$4,000. She asked how it would be paid back and implied that it  
14 could possibly be paid back by Leighton White Inc. making a donation. She also asked how NorthEast Sand and Gravel  
15 would pay their share back. She also pointed out that Dale White, the president of Leighton White Inc. is also a public offi-  
16 cial at the Water Utilities department. He is a Water & Wastewater Commissioner for the Town. Mr. White also offered to  
17 contribute \$1,000 to the bridge study/approval. Suzanne is questioning the word "approval". She wants to know what "ap-  
18 proval" Mr. White is referring to. She asked the Board to investigate why the Town's Procurement Policy was not fol-  
19 lowed, why a private enterprise is allowed to do what should have been done by the town and how the town will be reim-  
20 bursed, if it's even proper in this investigation. She asked the Board how they will proceed. Chairman Fougere asked Ad-  
21 ministrator Bender to provide the highlights of that process.

22  
23 Administrator Bender said that he was very upfront about presenting this project to Suzanne. There is no conspiracy.  
24 Leighton White and North East Sand and Gravel will be the two contractors involved in the gravel project. The town was  
25 approached about doing a structural analysis on the Perry Road Bridge. Both parties agreed to fund the analysis so there  
26 would be no cost to the town. It was a verbal agreement. Both parties are honorable and he has no doubt that NorthEast  
27 Sand and Gravel will make payment to the town for \$2,500 and Leighton White will pay the remaining \$1,500. He guaran-  
28 tees tonight that one of three things will happen. 1<sup>st</sup> and most likely, we will receive the checks from both parties, and he  
29 will be happy to report the payment to the Board and the public. 2<sup>nd</sup> and 3<sup>rd</sup> are related because he will stake his personal  
30 reputation on it. If one or both don't pay, either he will pay it or he will resign. He is that confident in trusting people that  
31 are honorable and doing the right thing. There is no reason for taxpayers to pay for this bill. The only reason we went with  
32 a Purchase Order is because it's a town bridge and when we started this process he wanted assurance that whatever study  
33 was done would be satisfactory to the New Hampshire DOT, and it was and Suzanne was told this. They met all the re-  
34 quirements for the town. He believes that we have done a good job in maintaining the fiduciary relationship for the town  
35 and protecting the town so that this will have no cost to the taxpayers.

36  
37 Chairman Fougere said that Hoyle Tanner is an independent engineering firm that has done work for the town in the past.  
38 There was a rating on the bridge which was arbitrary, there was no analysis done on it. The state decided because of the  
39 design to put the label on the bridge. Gravel trucks are large and we wanted to make sure the bridge could handle it. He  
40 told Suzanne that the reason she was looking into it was quite clear because she wants to stop the removal of gravel from  
41 the pit and she is attacking the voter's choice to move forward with the proposal and she has been fighting this since the  
42 beginning. He noted that Suzanne sued the community along with other people to stop the operation. He asked Suzanne to  
43 stop interrupting during his conversation. Suzanne said that she is asking for an investigation and Chairman Fougere was  
44 attacking her. Chairman Fougere said the bottom line is that she is trying to stop the removal of gravel.

45  
46 Suzanne asked if anyone on the Board has any personal business relationship or friendship with any of the principals in-  
47 volved in this private enterprise. She named Tom Lorden, Leighton White and Fieldstone engineering then for recusal and  
48 discussion.

49  
50 Selectmen Federico intervened by saying that he doesn't have a personal relationship with any of the private enterprise. He  
51 is offended by Suzanne's insinuation that there is anything inappropriate here. Suzanne interrupted and Selectmen Federico  
52 asked her to stop and listen so he could explain. He said that when this first came to this Board it was a simple, "there is a  
53 study that needs to be done", and we don't want to pay for it. Suzanne interrupted and said that she didn't recall it being in  
54 public. Selectman Federico said he didn't recall when it was and he wasn't going to let Suzanne pin him to a time. He said  
55 that he wasn't going to sit here and let her accuse him, because she just said anyone on this Board and he doesn't have  
56 them. Chairman Fougere again asked Suzanne to stop interrupting and let Selectmen Federico talk. Selectman Federico  
57 said that if Suzanne wants to stand in opposition of town vote and of decisions that were made, that's fine he has no prob-  
58 lem with that. He has no problem with debating issues all day long when the time allows. In his opinion her question was

1 an accusation. He then asked Suzanne to stop trying to speed him up because she kept waving her hand. It was an accusa-  
2 tion and he finds it offensive.  
3

4 Suzanne asked what exactly was the accusation that he found offensive. Selectman Federico said pointing at the Board and  
5 asking if any of them have some form of relationship with the parties involved. Suzanne said if there was anyone then they  
6 would have to be recused. Selectmen Federico said that was his opinion and all he was going to say about it. Suzanne said  
7 that in response to what Administer Bender said, he did not address the procurement policy that was not followed. He ad-  
8 dressed a lot about the money, he's sure he's going to get the money, but it's the procurement policy that was not followed.  
9 Administrator Bender said that they did not hire the firm so they didn't have to get 3 proposals. A private company doing  
10 this type of study does not have to follow the town's procurement policy; they have their own procurement policy that they  
11 follow. Suzanne said Town Bridge, we paid, and we did the purchase order. Administrator Bender said we paid and we are  
12 being reimbursed. Suzanne said this is why she is asking for an investigation from this Board and to the public. She hand-  
13 ed out a list of things related to the Perry Road study that she used as a basis for her comments and wants the Board to use  
14 it as the basis for their review. Chairman Fougere thanked her for coming in.  
15

16 **4. DECISIONS.**

17 a) **CONSENT CALENDAR.** Chairman Fougere asked if there were any items to be removed from the Consent  
18 Calendar for discussion. There were no items removed for discussion. Selectman Federico moved to approve the  
19 Consent Calendar as presented. Selectman Daniels seconded. All were in favor. Motion passed 3/0.  
20

21 1) Request Approval to re-appoint Jason Plourde and Dave Wheeler as Full Members to the Traffic  
22 Safety Committee.

23 b) **OTHER DECISIONS.**

24 1). N/A  
25

26 **5. TOWN STATUS REPORT**

27 1) **Town Roads & Streets** – Administrator Bender mentioned an article he read that the city of Indianapolis has de-  
28 clared a state of emergency for potholes. They are blaming major fluctuations in temperatures due to various  
29 freeze and thaw cycles. Driving around Southern New Hampshire you see the same conditions and our town roads  
30 and streets have also taken a beating this winter. The freeze/thaw cycles combined with extreme temperature  
31 swings from very low to record highs have been brutal. We are filling potholes as quickly as possible. We used 18  
32 tons of materials just in the month of February. We encourage residents to report potholes and deteriorated road  
33 conditions to Public Works at 673-1662 or by email to mdickson@milford.nh.gov or on the DPW section of the  
34 town website. We will be evaluating overall road conditions and our 2018 paving/reconstruction plan over the next  
35 4-6 weeks. The town's input is very important to us.

36 2) The Voters Guide will be out on Thursday, March 1<sup>st</sup> in the Milford Cabinet. We will also have copies available at  
37 the Town Hall, Library, Middle School and High School. In addition to the hardcopies, a link to the Milford Full  
38 Voters Guide can be found on the Town website and on the Milford Cabinet website under the "most read" sec-  
39 ond. Chairman Fougere said that most people are used to getting it in the mail, unfortunately, the telegraph isn't  
40 doing it this year. Selectman Federico said that they would also do a slide show on Granite Town Media.  
41

42 **6. DISCUSSIONS**

43 1) There were no discussions for this meeting.  
44

45 **7. SELECTMEN'S REPORTS/DISCUSSIONS.**

46 a) **FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES.**  
47

48 Selectmen Federico said that Granite Town Media is working on a date in late April or early May for Comcast public  
49 input and he would like to attach it to one the future Board meetings. It will be to renegotiate the contract. No specifi-  
50 cations are available yet.  
51

52 Selectman Daniels said that they elected Rob Canty as the Chair of the Recycling Committee, Jerry Guthrie is the Vice  
53 Chair and Celeste Barr is the Secretary.  
54

55 Selectman Daniels said that the DMV is planning to move to the temporary location on March 1<sup>st</sup> and they would like  
56 to open at the latest on March 14<sup>th</sup> or earlier. The Department of Safety said that they would like to start raising the old  
57 building around mid-March to make way for the new Court. The DMV will be open during the transition period.  
58 Chairman Fougere said that the DMV is moving to the old Police Station on Elm Street for a couple of years. Select-  
59 man Daniels said that once the DMV is out of the old PD, it will be used as a technology center. Administrator Bender

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 02/26/2018**

1 said he visited the facility on Friday and it looks good, the transformation is amazing. The old part hasn't been renovat-  
2 ed, but the new part looks good.  
3

4 Chairman Fougere clarified a decision that the Board made a few weeks ago to extend the contract for NorthEast Sand  
5 and Gravel. The removal of sand and gravel has been a very controversial project in town. Voters approved removal of  
6 the gravel after 3 or 4 years of trying to get it approved at town meeting. It was successful in March of 2016. The con-  
7 tract was signed with NorthEast in June after receiving several bids. A good plan was in place to include engineering  
8 plans, surveys and input from Conservation and the Planning Board. DES was involved in the AoT process and NH  
9 Fish and Game for the delicate species issue that we've heard about numerous times. We had many discussions with  
10 state officials at Fish and Game about doing an analysis on the entire 280 acres. These meetings cause a significant  
11 amount of delays. We were planning to cut trees a year ago at this time but it was halted by Fish and Game through a  
12 letter from one of the officials wanting us to wait until later in the year. The approval of the project was finally ob-  
13 tained from DES and Fish and Game late summer, early fall. At that time there was a lawsuit filed to stop it, to include  
14 a temporary restraining order issued by the court which delayed the project for three weeks. We hired an attorney to  
15 fight the restraining order which cost the town over \$10,000 in legal fees. NorthEast Sand and Gravel also hired an at-  
16 torney to fight it and luckily we were successful and were able to get the silt fence in before hibernation season started  
17 for the turtles. Ms. Fournier and her associates have continued to fight and try to delay this project. The AoT permit is  
18 in appeal at the state. Fortunately the Attorney General's office is defending DES decision on the permit. We will be  
19 pulled back in by staff at a minimum. To date NorthEast has spent close to \$100,000 of their own money, including  
20 legal and engineering fees and the first installment of a study that the Fish and Game asked us to participate in. The  
21 cost is for a 3 year study of the entire community and industrial lands. The record cold snap has also delayed the start.  
22 We have been prepping and getting the road in shape and working on requirements for the permit to be in place, to in-  
23 clude the crossing bridge for the critters to walk through. The work will be starting very soon. There has been a long  
24 history with this project that has been going on for many years. NorthEast Sand and Gravel has stuck with the Board  
25 and town and hasn't faulted in their commitment to move forward and we appreciate that which is why we extended  
26 their contract.  
27

28 **b) OTHER ITEMS (that are not on the agenda). N/A**  
29

30 **8. APPROVAL OF FINAL MINUTES.** Selectman Daniels moved to approve the minutes of February 12, 2018. Select-  
31 man Federico seconded. All were in favor. Motion passed 3/0.  
32

33 **9. INFORMATION ITEMS REQUIRING NO DECISIONS.**  
34

35 **10. NOTICES.** Notices were read by Chairman Fougere.  
36

37 **11. NON-PUBLIC SESSION.** Chairman Fougere moved to enter into non-public meeting for Approval of Non-Public  
38 Minutes (RSA 91-A:3, II(a)) – Personnel January 29, 2018, February 12, 2018 and February 21, 2018. Selectman Federico  
39 seconded. All were in favor. The motion passed 3/0.  
40

41 **12. ADJOURNMENT:** Selectman Daniels moved to adjourn at 6:13 p.m. Selectman Federico seconded. All were in favor.  
42 Motion passed 3/0.  
43  
44  
45  
46  
47

48 \_\_\_\_\_  
Mark Fougere, Chairman

\_\_\_\_\_   
Kevin Federico, Vice Chairman

50 \_\_\_\_\_  
51 Gary Daniels, Member

\_\_\_\_\_   
Excused  
52 \_\_\_\_\_  
53 Laura Dudziak, Member

53 \_\_\_\_\_  
54 Excused  
Mike Putnam, Member