

## 5:30 Public Hearing on acceptance of multiple grants and Donations.

4/11/2022

### PUBLIC HEARING FOR THE PURPOSE OF AUTHORIZING:

(1) **The acceptance for expenditure of unanticipated funds under RSA 31:95-b for the following:**

- |              |  |
|--------------|--|
| \$100,000.00 | ARPA Grant - NHDES Drinking Water & Groundwater Bureau<br>Funding for the Water Asset Management Grant for the Water Dept.             |
| \$50,000.00  | ARPA Grant - NHDES Drinking Water & Groundwater Bureau<br>Funding for the 2022 DWGB Strategic Planning Grant for the Water Dept.       |
| \$30,000.00  | ARPA Grant - NHDES Wastewater Engineering Bureau<br>Funding for the WWTF Asset Management Grant.                                       |
| \$10,000.00  | Arthur L. Keyes Memorial Trust<br>Donation for the preservation project of the Scout House (Laurel/Abbot Schoolhouse) at Shepard Park. |

(2) **The acceptance of gifts of property under RSA 31:95-e for the following:**

None at this time.

5:30 Public Hearing Acceptance of \$100,000 Grant - Water Utilities

NHDES-W-03-277



DRINKING WATER INFRASTRUCTURE PROJECT
CERTIFICATE OF VOTE – GRANTS ONLY



Drinking Water & Groundwater Bureau Sustainability Grants,
Drinking Water & Groundwater Trust Fund (DWGTF),
PFAS Remediation Loan Fund (PFAS-RLF), And American Recovery Plan Act (ARPA)

Env-Dw 1300; Env-Dw 1400

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services and that whoever signs the Grant Agreement (provided under separate cover) has the authority to do so. This is a 3-person form:

- Completed and signed by someone other than the person being given authority.
Must be notarized.
Original is required for submittal.

Certificate of Vote of Authorization

WATER UTILITIES - TOWN OF MILFORD NH

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

I, \_\_\_\_\_ of the Town of Milford NH do hereby certify that at a meeting held on April 11, 2022, the Milford Board of Selectmen voted to enter into a Drinking Water and Groundwater Trust Fund (DWGTF) grant agreement with the New Hampshire Department Environmental Services to fund a water system improvement project.

The Town of Milford Board of Selectmen further authorized the Town Administrator, John Shannon to execute any documents which may be necessary to effectuate this grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Town of Milford Board of Selectmen of Paul Dargie, the 11 day of April 20122..

Paul Dargie Signature: \_\_\_\_\_
STATE OF NEW HAMPSHIRE, County of Hillsborough

On this 11 day of April 2022, Tina M. Philbrick, before me (Notary Public) the undersigned Officer, personally appeared. Paul Dargie, who acknowledged himself to be the Chairman of the Board of Selectmen (TITLE) of The Town of Milford NH, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public \_\_\_\_\_ My commission expires: \_\_\_\_\_ Date



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

**Consultant Selection Justification Form  
 American Rescue Plan Act (ARPA)**

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per [Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327](#) and provide justification to the New Hampshire Department of Environmental Services (NHDES).

<b>Community / Entity Name:</b> Town of Milford Water Utilities	<b>PWSID (If Applicable):</b> 1561010
<b>Project Name:</b> Water Asset Management	<b>ARPA Project Number:</b> AM-130 Milford
<b>Project Location:</b> 564 Nashua Street Milford, NH 03055	
<b>Selected Consultant Name:</b> Underwood Engineers	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

**Qualifications Based Selection (QBS)** – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.*

**Solicitation for Quotes/Proposals** – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

**\* Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. \*Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

Currently under contract with Underwood Engineers to enhance our Existing asset management program, would like to keep the same consultant to maintain uniform matrixes.

**The authorized signature shall match the authorized signature on the Grant Agreement.**

Authorized Signature:

Date:

Printed Name: John Shannon

Title and Affiliation: Town Administrator

**\*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures**  
 NHDES Bureau Administrator Approval

_____	_____	_____	_____
Name	Bureau	Signature	Date

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302	
<b>1.3. Grantee Name</b> Town of Milford		<b>1.4. Grantee Address</b> 564 Nashua St., Milford, NH 03055	
<b>1.5. Grantee Phone #</b> 603-249-0660	<b>1.6. Account Number</b> 03-44-44-441018-2476-072	<b>1.7. Completion Date</b> July 1, 2024	<b>1.8. Grant Limitation</b> \$ 100,000
<b>1.9. Grant Officer for State Agency</b> Luis Adorno		<b>1.10. State Agency Telephone Number</b> 603-271-2472	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By:		Assistant Attorney General, On: / /	
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By:		On: / /	

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

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

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

***I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS***

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance

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

Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. **CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions,"

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



and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)** As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

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

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**REPORTING REQUIREMENTS:** For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure
5.1 Clean Water: Centralized Wastewater Treatment
5.2 Clean Water: Centralized Wastewater Collection and Conveyance
5.3 Clean Water: Decentralized Wastewater
5.4 Clean Water: Combined Sewer Overflows
5.5 Clean Water: Other Sewer Infrastructure
5.6 Clean Water: Stormwater
5.7 Clean Water: Energy Conservation
5.8 Clean Water: Water Conservation
5.9 Clean Water: Nonpoint Source
5.10 Drinking water: Treatment
5.11 Drinking water: Transmission & Distribution
5.12 Drinking water: Transmission & Distribution: Lead Remediation
5.13 Drinking water: Source
5.14 Drinking water: Storage
5.15 Drinking water: Other water infrastructure

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

Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-%20revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

## **II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M**

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

## **III. OTHER SPECIAL PROVISIONS**

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.

2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match,

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

shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in *2 CFR part 200 Subpart E*.

**3. Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.

**4. Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.

**5. Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.

**6. Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

**B. Other Changes to Standard Contract/Grant Agreements**

Subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.

Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

Town of Milford

The Town of Milford will use these funds for asset management and financial planning initiatives for the water system. Specifically, the following task(s), as described in the application submitted to NHDES, will be accomplished:

1. Develop asset inventory and mapping. Conduct condition assessment and risk analysis of all water assets and estimate remaining useful life.

*Deliverable:* Submit sample of inventory and condition assessment results to NHDES. Submit GIS map to NHDES (electronic file is preferred but paper is acceptable).

2. Develop long-term funding plan through the evaluation process of the true cost of service and water rate analysis.

*Deliverable:* Submit long-term funding plan to NHDES.

3. Conduct a Level of Service (LOS) workshop to develop LOS specific goals for the water system.

*Deliverable:* Submit LOS of goals for review and approval to NHDES.

4. Prepare an implementation plan. The implementation plan will address the use, the frequency of the review and the revision process to be submitted with the application.

*Deliverable:* Submit a copy of this plan to NHDES.

5. Prepare a communication plan. Develop a Storymap for the asset management program. Present asset management plan and provide training in asset management principles to decision-makers.

*Deliverable:* Submit asset management plan and Storymap to NHDES.

6. Purchasing of software and equipment.

*Deliverable:* Submit invoices and screenshots of the software once it is implemented.

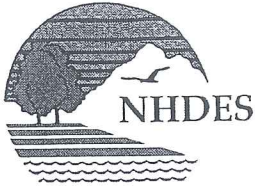
**Invitation for DES participation in meetings and workshops is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

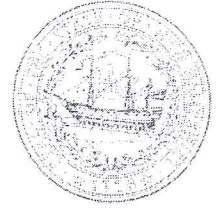
All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of associated invoices. **Grant award is a 100% grant for up \$100,000. If invoice is less than initial estimate only the amount on the invoice will be paid.**

<b>Task Number/Description</b>	<b>Asset Management Grant</b>
Task 1: Asset Inventory, Condition Assessment and Criticality Assessment	\$28,000
Task 2: Financial Review	\$3,400
Task 3: Level of Service	\$5,500
Task 4: Implementation Plan	\$4,500
Task 5: Communication Plan	\$9,600
Task 6: Purchasing of Software and Equipment	\$49,000
<b>TOTAL</b>	<b>\$100,000</b>

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



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

VIA EMAIL  
March 29, 2022

James Pouliot  
Town of Milford  
564 Nashua Street  
Milford, NH 03055

Subject: Town of Milford **PWS# 1561010**  
American Rescue Plan Act Grant  
Asset Management Grant Agreements: **AM-130 Milford**

Dear Pouliot,

Attached is the Grant Agreement (GA) for the Asset Management Grant. The next step is to enter into a grant agreement and obtain Governor and Executive Council approval. Please review these documents carefully and if everything is acceptable, please complete the documents as follows:

1. Print the attached GA and have the authorized representatives sign page 1 and initial and date pages 2 and 3.
2. Print the attached Exhibits A-C and initial and date at the bottom of each page.
3. Print the attached Consultant Selection Justification Form and provide us information on your selection process for this project.
4. Submit an original Certificate of Vote signed and notarized.
5. The certificate of insurance should have the Department of Environmental Services as the certificate holder. Please also verify the coverage amounts match our requirements and if they don't, please contact us so we could discuss your options.

Please return single-sided hard copy versions of the completed documents to my attention at the address below. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **April 30, 2022** to assure that we get all of the proper approvals in place.

Once the required paperwork is returned, NHDES will submit the funding package to Governor and Council for approval. Please feel free to contact me at 271-2472 or Luis.S.Adorno@nh.des.gov if you have any questions.

Sincerely,

Luis Adorno  
ADMINISTRATOR II  
Drinking Water and Groundwater Bureau



## 5:30 Public Hearing Acceptance of \$50,000 Grant - Water Utilities

The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



April 1, 2022  
VIA EMAIL

Jim Pouliot  
Water Utilities Director, Town of Milford  
[jpouliot@milford.nh.gov](mailto:jpouliot@milford.nh.gov)  
564 Nashua Street  
Milford, NH 03055

Subject: 2022-2024 Strategic Planning Grant  
Town of Milford Water Utilities **PWS# 1561010**  
**Project# SPL-ARPA-022**

Dear Mr. Pouliot,

Congratulations on your successful application to the 2022-2024 Strategic Planning Grant Program. The Department of Environmental Services intends to award a **grant for \$50,000** to the Town of Milford for this important project.

To award the grant funds we must enter into a Grant Agreement and obtain Governor and Executive Council approval. Attached is the Grant Agreement paperwork. Please review these documents carefully and if everything is acceptable, please complete the documents as follows:

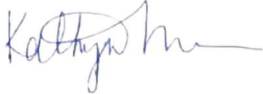
1. Print the attached Grant Agreement and have the authorized representative sign page 1 and initial and date pages 2 and 3.
2. Print the attached Exhibits A – C and have the authorized representative sign initial and date the bottom of each page.
3. Print the attached Consultant Selection Justification Form and indicate which consulting firm your community will be contracting with and how that consultant was selected. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.
4. Submit an original [Certificate of Vote](#) signed and notarized.
5. Submit a current certificate of insurance in compliance with our coverage requirements as outlined in the Grant Agreement. The Certificate Holder should be "State of New Hampshire, Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095."

Please return **single-sided hard copy versions** of the completed documents to my attention at the address below. **Please note that any work funded by the grant cannot be completed until after the Governor and Council's approval.** All paperwork needs to be in no later than **April 30, 2022** to assure that we get all of the proper approvals in place. A checklist has been included for your reference.



Once the required paperwork is returned, NHDES will submit the funding package to Governor and Council for approval. As we move forward through the project, your NHDES assigned engineer for technical project review and reimbursement requests will be Mike Unger. They can be reached at 271-3108 or [michael.c.unger@des.nh.gov](mailto:michael.c.unger@des.nh.gov). Please feel free to contact me at 271-1994 or [kathryn.c.moran@des.nh.gov](mailto:kathryn.c.moran@des.nh.gov) if you have any questions about your grant agreement.

Sincerely,

A handwritten signature in blue ink that reads "Kathryn Moran". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

KC Moran, PE  
Environmentalist III  
Drinking Water and Groundwater Bureau

Cc: Michael Unger, PE, NHDES

Attachments: Grant Agreement  
Exhibits A-C  
Consultant Selection Justification Form  
Planning Grant Checklist Reference



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

**Consultant Selection Justification Form  
 American Rescue Plan Act (ARPA)**

This form is intended to be used by funding recipients receiving grant funds through the American Rescue Plan Act (ARPA) to document the consultant selection process per [Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327](#) and provide justification to the New Hampshire Department of Environmental Services (NHDES).

<b>Community / Entity Name:</b>	<b>PWSID (If Applicable):</b>
<b>Project Name:</b>	<b>ARPA Project Number:</b>
<b>Project Location:</b>	
<b>Selected Consultant Name:</b>	

Please select one of the following justifications for consultant selection. Attach supporting documentation if applicable.

**Qualifications Based Selection (QBS)** – If your organization issued a request for qualifications (RFQ) and selected a consultant based on this process please provide the RFQ and a summary of the selection process. *This is required for Clean Water projects.*

**Solicitation for Quotes/Proposals** – If quotes/proposals for professional consulting services were solicited, please provide a brief explanation of the process and an overview of the results.

**\* Non-competitive/Sole Source** – If non-competitive procurement was followed, indicate the qualifying circumstances: 1) micropurchase (value under \$10,000); 2) item or service only available from a single source; 3) public exigency or emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation; 4) or after solicitation of a number of sources competition was deemed inadequate. If none of these situations apply provide justification for this selection process. \*Non-competitive procurement requires the approval of the NHDES Bureau Administrator.

**The authorized signature shall match the authorized signature on the Grant Agreement.**

Authorized Signature:

Date:

Printed Name:

Title and Affiliation:

**\*NHDES USE ONLY – For approving non-construction non-competitive procurement procedures**

NHDES Bureau Administrator Approval

_____	_____	_____	_____
Name	Bureau	Signature	Date

GRANT AGREEMENT

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

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302	
<b>1.3. Grantee Name</b> Town of Milford		<b>1.4. Grantee Address</b> 564 Nashua Street, Milford, NH 03055	
<b>1.5. Grantee Phone #</b> 603-249-0661	<b>1.6. Account Number</b> 03-44-44-441018-2476-072	<b>1.7. Completion Date</b> July 1, 2024	<b>1.8. Grant Limitation</b> \$ 50,000.00
<b>1.9. Grant Officer for State Agency</b> Kathryn Moran		<b>1.10. State Agency Telephone Number</b> 603-271-1994	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On: / /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: On: / /			

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

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

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

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

**I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS**

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor’s Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. A DUNS number may be obtained by visiting <http://fedgov.dnb.com/webform/>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

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**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury’s implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

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By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)** As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

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a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

**REPORTING REQUIREMENTS:** For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA’s handbooks. For “clean water” expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For “drinking water” expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)

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- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

## **II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M**

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

## **III. OTHER SPECIAL PROVISIONS**

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.
  2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
  3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.
  4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if *nonfederal* funds have been used to influence (or attempt to influence) a federal employee.
  5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
  6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding

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Whistleblower protections. As described in 41 USC §471 “an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.”

**B. Other Changes to Standard Contract/Grant Agreements**

1. Subparagraph 17.1.2 of the General Provisions shall be modified to read Subparagraph 17 of the General Provisions shall be reduced for comprehensive general liability insurance claims of bodily injury, death or property damage, in the amounts of not less than \$1,000,000 per claim and per incident.
2. Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed and request for reimbursement must be made by the completion date listed on the grant agreement (section 1.6).
3. Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The Town of Milford will contract with an engineering firm to complete the following outlined tasks. The goal of this project is to evaluate the current water demands of the Milford Water Utilities Department (MWUD), future conditions, and options for supply sources. The project will identify what improvements are needed to the current interconnection structure with Pennichuck Water Works (PWW) and which options will create a more effective and reliable distribution system.

**Task 1 - Meetings and Work Sessions**

Conduct up to three formal meetings with the Town and NHDES aligned with the milestone submissions:

- Kick-off meeting with stakeholders to outline the approach and seek input.
- One (1) progress meeting to review status of the work.
- One (1) meeting to present findings.

**Task 2 - Data Collection and Field Visit**

Gather and review available information on the water system. An initial list of information to be requested is provided below:

- Past reports, engineering studies and NHDES Sanitary Surveys of the water system.
- Existing maps and plans of the present water system in various forms (i.e., CAD or ArcGIS).
- Existing hydraulic water model.

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- Source and distribution system water quality data.
- 5-Years of water consumption data from individual meter records and wholesale usages to be broken down into user classifications (residential, commercial, industrial, etc.)
- ISO and local fire flow test results.
- Present and proposed developments within the Town.
- Population projections and demographics from the NH Office of Energy and Planning, the regional planning agency and locally.

### **Task 3 - Summarize Current Water Demands**

Using the data collected, the engineering firm will summarize and evaluate the current and 5-year historical demands of the water system, water use, population, demographics and development patterns. The following are the anticipated results of this task:

- Present average-day and maximum-day demand with seasonal variations.
- Total metered water use and breakdown of demand components (if breakdown data is provided by the Town).
  - Residential demand.
  - Commercial/industrial demand.
  - Unaccounted for (unmetered) demand.
- Total number of connections/people served by the water system.
- Total demand in terms of per capita use.
- Peaking factors for average-day to maximum-day and peak-hour demand.
- Presently planned development and its relation to the existing system both in terms of distance and elevation.

The information above will be compared to the available source capacity to determine reserve capacity.

### **Task 4 - Evaluate Future Conditions**

The engineering firm will project the population of the existing system through the 20-year planning period, including a review of demographics and an estimate of the rate of growth within the Town through build-out conditions. To the extent possible, projections of the location of the population growth will be evaluated, as this may impact the location of ultimate infrastructure needs. The projections will be done in 5-year increments to allow planning for each 5-year timeframe. To the extent possible, the location of this population growth which will be on the existing system and that which will be beyond the system based on future expanded service areas will be determined. As with existing demand, these future projections will be developed for average day and maximum day water usage.

### **Task 5 - Supply Source Evaluation**

The engineering firm will review the current operational cost of the Curtis Well supply to confirm a cost per gallon. A review of the Curtis Well water quality data will also be completed along with a review of proposed water regulations to determine how new requirements may affect the operation cost of the supply (i.e. are treatment additions required). New operational costs will be estimated for the next 10 years.

Review and summarize past water quality data (if available) of the abandoned wells within the system (i.e. Savage, Keyes, and Kokko). Review and summarize why the abandoned wells were taken offline, if there are treatment options available to treat the potential contaminants, and begin discussion with NHDES about options to bring

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them back online. This work does not include performing new water quality testing, pump testing, and hydrogeology work. Because the concentration of existing contaminants (either previously known or new (e.g. PFAS)) is unknown, the available treatment option that will be noted in the report will be selected based on historical knowledge of the contaminants and their concentrations.

Review the potential for interconnection with the Town of Wilton and/or pursuing a new water supply either solely or jointly with the Town of Wilton. This work will be preliminary in nature and consist of looking for a supply in the vicinity of Wilton's existing wells. The work does not include identifying an exact well location but does include identifying if this is a viable option to be pursued further.

Review data on the previously identified potential well property near Osgood Pond conservation land in Milford relative to potential yield and the benefit of pursuing that option further. This work will include reviewing previous reports, having discussions with the firm that conducted the previous work, and summarizing the findings in this report.

Compare and summarize the supply source options and make a recommendation to the MWUD as to which option(s) to pursue.

Assist the Town with determining the best approach for long term purchase of water from PWW, understanding the agreements moving forward will be on a 5-year basis. This will include cost of water as well as volume of water. The negotiations will also include a comparison with the operational costs of the Curtis Well supply and development and operation costs of other potential supplies.

**Task 6 - Distribution System Evaluation**

The engineering firm will review the distribution system to identify various options to eliminate the sole reliance on the parallel Nashua Street water mains. Options will include replacement of the existing mains and/or creating new system loops.

For each of the options, a list of benefits and drawback will be created along with an opinion of probable cost for comparison purposes.

Review the recently completed hydraulic model to review the distribution system to evaluate if main replacements or main extensions are needed to supply water to new areas of town or to reinforce the current distribution system with system looping.

**Task 7 - Determine Improvements that are Needed at the PWW Interconnection Structure**

The engineer shall review the existing PWW interconnection structure and evaluate what improvements are needed. The review will include evaluating if the existing subsurface structure should be replaced with an above-grade structure. This task will include a preliminary site plan, building floor plan, and building elevation.

Based on the volume of water that is desired from PWW, additional infrastructure improvements may be needed such as a booster pump station and upsized transmission lines. These items will be evaluated under a separate scope of work.

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**Task 8 - Planning Report**

The engineer will prepare up to five (5) copies of the Draft Planning Report and anticipate a meeting to discuss the report and recommendations with the Town and NHDES. An electronic version of the Draft Report will be provided to NHDES.

The engineer will address comments provided by the Town and/or NHDES in the Final Report. The engineer will prepare up to five (5) copies of the Final Report and provide them to the Town within thirty (30) days of receiving comments on the Draft Report. An electronic version of the Final Report will be provided to NHDES.

**An invitation for NHDES participation in meetings is a requirement.** Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full 3 month quarter after grant approval from the Governor and Council.

**EXHIBIT C**  
**BUDGET & PAYMENT METHOD**

The NHDES shall pay to the Grantee the total reimbursable program for eligible work which shall not exceed the Grant Limitation of \$50,000.

Reimbursement requests for program costs shall be made no more than once per calendar month by the Grantee using the approved reimbursement form as supplied by the NHDES, which shall be completed and signed by the Grantee. The reimbursement form shall be accompanied by proper supporting documentation based upon direct costs incurred. The Grantee will maintain adequate documentation to substantiate all project related costs. All work shall be performed to the satisfaction of the NHDES before payment is made.

All work must be completed prior to the completion date in this Grant Agreement to be eligible for reimbursement.

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**Strategic Planning Grants:  
Checklist of Items Required for Processing**



*(Refer to your letter for a list of checklist items that are required for your grant)*

	Item	Action/Description
<input type="checkbox"/>	<b>Grant Agreement and Exhibits</b>	We will provide the final version of this document to you via e-mail. Print out single-sided on plain white paper. In addition to the signature and notarization on the first page, please note that each page must be dated and initialed by the signor. <b>Also include Exhibits A-C which are also dated and initialed by the signee.</b>
<input type="checkbox"/>	<b>Certificate of Authority</b>	This certificate provides proof that the person signing the grant agreement has the authority to do so. The certificate must be signed and notarized on the same date or later date than the Grant Agreement. The Grant Agreement and the Certificate of Authority must <b>not</b> be signed by the same person. Please see the example Certificate provided.
<input type="checkbox"/>	<b>Consultant Selection Justification Form</b>	This form is to document the selection process the community used for engineering services procurement. Please select one of the three options and attach supporting documentation as needed. If the qualified consultant was selected based on an established, current relationship, please provide justification and explain how that experience will benefit the proposed project in the Non-competitive/Sole Source section.
<input type="checkbox"/>	<b>Insurance Certificate of Coverage</b>	Obtain from your insurance carrier. You must provide this insurance document to indicate that you have coverage meeting the requirements of Paragraph 17 of the Grant Agreement. Note: The form must list the <i>Department of Environmental Services</i> as an additional insured in the certificate holder box.
<input type="checkbox"/>	<b>Certificate of Existence or Good Standing*</b>	<b>*Municipalities and government subdivisions are exempt from this requirement.</b> All other entities must be registered to do business in NH, and in good standing with the Secretary of State's office.
<input type="checkbox"/>	<b>Vendor Code</b>	Grantees must have a Vendor Code. If you have received payments from DES in the past, you should already have a Vendor Code. If not, you will need to register for your Vendor Code online at: <a href="https://admin.state.nh.us/purchasing/vendorregistration/">https://admin.state.nh.us/purchasing/vendorregistration/</a>

**Please send documents to:**

KC Moran  
Drinking Water and Groundwater Bureau  
NH Department of Environmental Services  
29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

**Contact:**

[Kathryn.c.moran@des.nh.gov](mailto:Kathryn.c.moran@des.nh.gov)  
Phone (603) 271-1994  
Fax (603) 271-5171

NHDES-C-10-001



**American Rescue Plan Act (ARPA)  
2021 Grant Program  
Wastewater Engineering Bureau  
Grants Management Section**



**RSA/Rules: Voluntary**

**Instructions:**

This application is intended for use by applicants notified of award of ARPA grant funding from NHDES Wastewater Engineering Bureau. There are a variety of project types being awarded funding, including: Asset Management, Planning, Infrastructure, and Energy Audit Measure Implementation. Applicants must fill out a separate application for each project for which they are requesting ARPA grant funds. Following receipt of a complete application, NHDES will prepare a Grant Agreement to be signed by the applicant and returned along with the Certificate of Authority. Grant Agreements will require approval by Governor and Council to fully fund the project.

If the applicant is applying for a loan through the Clean Water State Revolving Fund (CWSRF) in addition to the ARPA grant funding the loan application process must be followed concurrently with this grant application. Please visit the [NHDES CWSRF webpage](#) for additional information for CWSRF loans.

Please return the application, along with required attachments, via email to [Sarah.B.Ridyard@des.nh.gov](mailto:Sarah.B.Ridyard@des.nh.gov). Application deadlines vary by project type.

**Contact Information:**

**General application or ARPA questions**

Sarah Ridyard, P.E. [Sarah.B.Ridyard@des.nh.gov](mailto:Sarah.B.Ridyard@des.nh.gov) or [\(603\) 271-8484](tel:6032718484)

**For project specific questions, please contact the following:**

**Asset Management**

Eliza Morrison [Eliza.J.Morrison@des.nh.gov](mailto:Eliza.J.Morrison@des.nh.gov) or [\(603\) 271-1989](tel:6032711989)

**Infrastructure**

*Stormwater*

Deborah Loiselle [Deborah.S.Loiselle@des.nh.gov](mailto:Deborah.S.Loiselle@des.nh.gov) or [\(603\) 271-1352](tel:6032711352)

*Wastewater*

Dennis Greene [Dennis.J.Greene@des.nh.gov](mailto:Dennis.J.Greene@des.nh.gov) or [\(603\) 271-2980](tel:6032712980)

**Planning**

*Stormwater*

Deborah Loiselle [Deborah.S.Loiselle@des.nh.gov](mailto:Deborah.S.Loiselle@des.nh.gov) or [\(603\) 271-1352](tel:6032711352)

*Wastewater*

Dennis Greene [Dennis.J.Greene@des.nh.gov](mailto:Dennis.J.Greene@des.nh.gov) or [\(603\) 271-2980](tel:6032712980)

Sarah Ridyard [Sarah.B.Ridyard@des.nh.gov](mailto:Sarah.B.Ridyard@des.nh.gov) or [\(603\) 271-8484](tel:6032718484)

**Energy Audit Measure Implementation**

Sharon Nall [Sharon.L.Nall@des.nh.gov](mailto:Sharon.L.Nall@des.nh.gov) or [\(603\) 271-2508](tel:6032712508)

**CWSRF Loans**

Kathleen Bourret [Kathleen.A.Bourret@des.nh.gov](mailto:Kathleen.A.Bourret@des.nh.gov) or [\(603\) 271-2902](tel:6032712902)

Beth Malcolm [Beth.L.Malcolm@des.nh.gov](mailto:Beth.L.Malcolm@des.nh.gov) or [\(603\) 271-2978](tel:6032712978)

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

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964



**APPLICANT INFORMATION**

<b>Grant Applicant Contact</b>		
Organization: Town of Milford Water Utilites Department		
Contact Name: Mr. Jim Pouliot, Director of Water Utilites	Daytime Phone: 603-249-0660	
Mailing Address: 564 Nashua Street		
Town/City: Milford	State: NH	ZIP: 03055
Email: <a href="mailto:jpouliot@milford.nh.gov">jpouliot@milford.nh.gov</a>	Fax, if any: N/A	
<b>Billing Payment Contact</b>		
Organization: Town of Milford Water Utilities Department		
Contact Name: Ms. Evelyn Gendron, Administrator	Daytime Phone: 603-249-0660	
Mailing Address: 564 Nashua Street		
Town/City: Milford	State: NH	ZIP: 03055
Email: <a href="mailto:egendron@milford.nh.gov">egendron@milford.nh.gov</a>	Fax, if any: N/A	
<b>Technical Engineering Contact</b>		
Organization: Underwood Engineers		
Contact Name: Margaret Blank	Daytime Phone: 603-230-9898	
Mailing Address: 99 N. State St.		
Town/City: Concord	State: NH	ZIP: 03301
Email: <a href="mailto:mblank@underwoodengineers.com">mblank@underwoodengineers.com</a>	Fax, if any: N/A	

**PROJECT INFORMATION**

Select a project type <sup>1</sup> :	<input checked="" type="checkbox"/> Asset Management	<input type="checkbox"/> Infrastructure
	<input type="checkbox"/> Planning	<input type="checkbox"/> Infrastructure with Planning Component
		<input type="checkbox"/> Energy Audit Measure Implementation
Project Title:	WWTF Asset Managment	
Project Location:	Milford Wastewater Treatment Facility	
Total Estimated Cost of the project: \$30,000	Anticipated Grant Amount: \$30,000	
Project Description:	Assest Management of the WWT System. See attached Scope.	
National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable): NH0100471		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	My project includes other funding sources outside of this grant:	
If Yes:	What other funding sources are part of this project, for what amount:	
	Funding Source	Amount
	<input type="checkbox"/> Rural Development (RD)	<input type="checkbox"/> Community Development Block Grant (CDGB)
	<input type="checkbox"/> Local Funds	<input type="checkbox"/> Housing and Urban Development (HUD)
	<input type="checkbox"/> State Revolving Fund (SRF)	<input type="checkbox"/> Other
	<input type="checkbox"/> NHSaves	

<sup>1</sup> Please note you may only select one project type per application. If you have multiple projects and are requesting multiple grants you must apply for each individually.

**PROJECT SCHEDULE**

Project Schedule	
Anticipated Authority to Accept Grant Date:	4/11/2022
Anticipated Project Start Date:	8/1/2022
Anticipated Project Completion Date:	1/31/2024
<input type="checkbox"/> Yes	Does this project include construction?
If Yes:	Anticipated Bid Date: <input type="text"/> Click or tap to enter a date.
	Anticipated Construction Completion: <input type="text"/> Click or tap to enter a date.

**REQUIRED CODES**

DUNS Number Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. The <a href="#">Import Safety Lookup Portal</a> may be used to search, identify and request updates to, or obtain, D-U-N-S Numbers for the purposes of registering a business with the United States Government.	Vendor Code A State of New Hampshire vendor code must be obtained from the Department of Administrative Services in order to receive payments on this grant. You can use this <a href="#">State of NH Vendor Resource Center</a> to apply or verify that your vendor code is still active.
DUNS Number: 0250873362	Vendor Code: 177503-B008
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number you provided belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

**REQUIRED ATTACHMENTS**

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	A copy of the NHDES reviewed scope for the grant funded project	The scope of work should be discussed with NHDES staff prior to submitting the application and the applicant must attach the scope of work to this application.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certificate of Insurance	The applicant organization will maintain statutory worker's compensation and employee's liability insurance for all employees engaged in the performance of the Project, General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident. If the applicant cannot maintain this insurance, please contact NHDES prior to submission of this application.
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Certificate of Good Standing	If applicable, municipalities and government subdivisions are exempt from this requirement. All other entities must be registered to do business in New Hampshire, and be in good standing with the Secretary of State's office. A certificate of good standing can be obtained on the <a href="#">Secretary of State's website</a> .
<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Cover letter requesting Intergovernmental Review	Construction/Design/Engineering Projects– Cover letter addressed to the New Hampshire Department of Strategic Initiatives requesting an Intergovernmental Review. The description and background can be found on the <a href="#">NH Strategic Initiatives Intergovernmental Review webpage</a> .


<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Documentation of other funding sources	If applicable, Provide documentation describing other secured or pending funding sources (loans, grants, or budgetary items) as applicable to the project.
--	--	--

**CERTIFICATIONS**

**Please read and check all boxes, then sign below:**

**ON BEHALF OF THE APPLICANT, I HEREBY CERTIFY that:**

- The information provided is true, complete, and not misleading to the best of the applicant's knowledge and belief.
- The applicant understands that any department determination that the applicant and the applicant's project qualify for funding that is based on false, incomplete, or misleading information is subject to modification, up to and including reversal, through an adjudicative proceeding conducted in accordance with applicable provisions of Env-C 200.
- The signer is subject to the penalties specified in New Hampshire law, currently RSA 641:3, for making unsworn false statements.
- The applicant acknowledges that a Certificate of Authority must be provided with the final Grant Agreement to provide proof that the person signing the grant agreement has the authority to do so. The certificate must be signed and notarized within 30 days of the Grant Agreement. The Grant Agreement and the certificate of Authority **must not be signed by the same person.**
- The applicant acknowledges that construction projects are required to submit an environmental review template to NHDES in order to initiate the environmental review process. NHDES recommends that the environmental review template be submitted once the project scope and boundaries of the entire disturbed areas (both permanent and temporary) are adequately defined. The entire process can take between six weeks to a few months depending on significant environmental impacts, survey requirements (if applicable), public comments and submittal of the proper documentation. The environmental review template can be found in the [State of NH Online Form System](#).
- The applicant organization will maintain statutory worker's compensation and employee's liability insurance for all employees engaged in the performance of the Project, and comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident. If the applicant cannot maintain this insurance, please contact NHDES prior to submission of this application.
- The signer\_ has been duly authorized by the applicant to sign the application.
- If the applicant's authorized representative is, or is acting on behalf of, a listed engineer, the signature also shall constitute certification that the signer understands that the submittal of false or misleading information is grounds for debarring the listed engineer from the NHDES Roster of Prequalified Engineers.

Signature: 	Title: Director of Water Utilities
Printed Name: James E. Pouliot Jr.	Date: 3/28/2022

**ATTACHMENT “A”**  
**ENGINEERING SCOPE OF SERVICES**  
**TOWN OF MILFORD, NH**  
**WASTEWATER TREATMENT FACILITY ASSET MANAGEMENT PROGRAM**

**March 11, 2022**

**INTRODUCTION**

The Town of Milford (Owner) has been steadily working on its asset management program since 2014. The Owner wishes to take advantage of the funding opportunity being offered by the New Hampshire Department of Environmental Services (NHDES) to develop an asset management program specifically for its wastewater treatment facility (WWTF); and has requested a scope of work from Underwood Engineers (Engineer). Note that Owner selected Engineer to perform wastewater work through a Qualifications Based Selection (QBS) process in 2014. Engineer has provided various services under this contract, including evaluations and upgrades of the WWTF and an AMP for the wastewater collection system.

The NHDES has announced the ARPA Asset Management Grant program for the purposes of developing wastewater system asset management (AM) programs. To qualify, the program must include certain features listed below.

Asset management is often presented as a framework which includes the following Core Components:

- Kickoff Meeting
- Vision Statement
- Asset Inventory
- Level of Service
- Prioritization of Assets
- Life Cycle Costing
- Long-term Funding Strategy
- Implementation Plan
- Communication Plan

Addressing these core components will allow the system owner to better understand the condition of its wastewater system, current and future deficiencies and needs, and the financial resources necessary to rehabilitate and replace assets when necessary.

The benefits of an asset management program include:

- Establishing appropriate budgets and revenue targets
- Increased system knowledge and streamline knowledge transfer
- Increased asset life when appropriate maintenance is performed
- More efficient allocation of capital funds
- Compliance with new regulations
- Reduced overall costs

- Improved system reliability/security
- Reduced service interruptions
- More cost-effective maintenance and replacement activities
- Data-driven decision making
- Improved communication with all stakeholder groups.

The intent of the program is to develop an asset management program for the Owner's wastewater system as described in the scope of work detailed below. The program will be expandable to allow additional assets to be added over time.

### **SCOPE OF WORK**

The Engineer will provide the following professional engineering services related to development of an asset management program:

#### ***Task 1 — Funding Assistance***

Prepare a full application for an Asset Management Program ARPA grant for review and signature by the Owner.

- Assist the Owner with grant reimbursement requests and closing of the grant upon completion of the AM program.

#### ***Task 2 — Wastewater System Asset Management Program***

##### **Kickoff Meeting**

- Attend one (1) kick-off meeting with the Owner's staff and NHDES to discuss the goals of the project, planned upgrades, the Town's arrangements to purchase software, and collect record information. (See list of requested information below.). Important Stakeholder Groups will be identified.

##### **Vision Statement**

- Update existing vision statement if desired by the Owner. The statement will articulate the utility-specific goal of the asset management program.

##### **Asset Inventory and Condition Assessment**

- The Asset Management Program will include the following wastewater system components:
  - o WWTF components by location and process.
  - o Discussion of NHDES-funded energy audit of wastewater system operations, assuming the system would qualify.
- Create inventories of vertical wastewater treatment facility assets based on a walkthrough of the facility, and supplement with record drawings, studies, reports, or other data supplied by Owner.
- Inventory data will include the following information, and will be estimated if not otherwise available:

- o Year of installation
- o Material
- o Age of Material
- o Diameter
- o Condition
- Evaluate condition based on existing records such as studies, inspection reports, and maintenance records. If condition information is not available, it will be surmised based on the estimated remaining useful life of the asset.
- The inventory will be provided to the Owner in GIS format (shapefile, geodatabase) compatible with the Owner's existing AMP and CMMS software, if applicable. The attribute tables will be combined and exported in spreadsheet format, which will allow for additional analysis and reporting options.

#### Level of Service (LOS)

- Draft community-specific LOS Goals based on discussions with Owner and stakeholders identified by the Owner.
- Identify specific, measurable, attainable, realistic, and timely (SMART) goals, which will be evaluated and re-evaluated going forward.
- Set achievable timetables.
- Attend one (1) LOS workshop with Owner, NHDES and stakeholders identified by the Owner. The effort shall include a discussion to identify what data/information may be important to each of those stakeholder groups.
- Revise draft LOS matrix according to comments received at the workshop and circulate to Owner and NHDES for review.

#### Assess Criticality and Prioritize Assets

Criticality will consist of two components:

- Impact of failure will be assessed on the following factors:
  - o Public health
  - o Environmental damage
  - o Inconvenience to customers
  - o Cost to repair
- Probability of failure will be assessed on the following factors:
  - o Performance of asset
  - o Condition of the asset according to existing inspection records and performance history.
  - o If there is lack of existing condition information, the AMP will be set up to incorporate such data when it becomes available.
  - o Age and remaining useful life

#### Life Cycle Costing

- Prepare an opinion of probable cost to replace each asset type. The opinions of cost will be conservative planning level estimates.
- Provide an opinion of probable cost for typical asset repairs.
- Prepare an opinion of probable cost to perform regular inspections and evaluations of the assets. If inspections are likely to be performed in-house provide a man-hour estimate.

### Long-Term Funding Strategy

- Develop a plan and schedule for the rehabilitation and replacement of assets including an estimate of money needed each year for 10 years into the future and in 10-year windows for the estimated life of the assets.
- Align proposed sewer projects with planned roadway projects.
- Determine the estimated cost per year to adequately fund repair and replacement of existing assets and compare that cost to the wastewater systems' current operating budgets.
- Put current rates into the context of affordability ratios contained in CWSRF intended use plan.

### Implementation Plan

- Work with Owner to develop routine data collection and reporting procedures; for example, scheduled inspection forms, incident reports, customer complaint forms, etc.
- Work with Owner to develop a data management strategy
  - Procedures to maintain and verify data.
  - Procedures to collect, share and use information.
  - Compatibility with Owner's CMMS software, if applicable.
- Work with Owner to develop a clearly written standard operating procedures (SOPs) for ongoing data collection and preservation strategies.
- Conduct one (1) on—site training session with Owner along with up to three (3) online video conferences as requested to go over the GIS files, Excel spreadsheets, data collection forms, etc. Recorded copies of the video tutorials will be provided. The training session will be videotaped, and an electronic copy provided to the OWNER.

### Communication Program

- Develop a plan with a timeframe for completion to inform the Owner's staff, boards, committees, customers, and other identified stakeholder groups of the Asset Management Program. The communication plan shall include methods of communication that are most appropriate for the Owner and may consist of an ESRI story map, bill inserts, emails, social media posts, etc. Create content to be displayed on the Owner's existing website. Content can include the following:
  - A brief manual summarizing the asset management program.
  - Maps showing various aspects of the wastewater collection system.
- Prepare a written Asset Management Community User Manual to establish a baseline, outline next steps, and inform the governing body. This manual will follow the elements of the ARPA Wastewater and Stormwater Grant Guidance Document – November 2021 – updated 02/09/2022.
- Revise the Manual in response to comments and submit two (2) hard copies of the final manual to the OWNER, and an electronic copy to both the OWNER and NHDES.
- Co-present (with Owner staff) the asset management program at a public meeting. This shall serve as the wrap-up meeting and NHDES will attend.

### ***Deliverables***

The final deliverable will be provided in a community user manual consisting of the following:

- Asset inventory files in GIS format
- Spreadsheets including asset inventory, condition assessment based on reports and documents, probability of failure, consequence of failure, and criticality.
- System maps (hard copies and GIS files)
- Asset Management Program summary report summarizing key decision points and reference materials including the following:
  - Vision Statement
  - Asset Inventory
  - Prioritization of Assets
  - Level of Service Goals
  - Critical Assets
  - Life Cycle Costing
  - Long-term Funding Strategy
  - Implementation Plan
  - Communication Plan
  - Public Education Material (brochure, Word document, or website content/story map)
  - Standard operating procedures
- Public presentation (PowerPoint or similar)
- Training videos
- NOTE: A total of five (5) meetings are included

***Project Budget***

- Underwood Engineers contract
  - Task 1 — Funding Assistance .....\$ 1,500
  - Task 2 — Wastewater Asset Management Program .....\$28,500
  - Total project budget .....**\$30,000**

***Limitations and Assumptions***

- The asset inventory and condition data will be based on information, record drawings, and reports to be supplied by Owner.
- No additional physical condition assessments will be conducted except for the assessment conducted during the walk through as noted in Task 2.
- It is anticipated that a variety of information related to condition of assets is already present. If this data does not presently exist (as determined at the Kickoff Meeting), the report will include how to collect such information and incorporate it into this AMP.



***Information Requests from the Owner***

- Existing studies, drawings, tie sheet information, service, or repair records.
- Access to wastewater system facilities.
- GPS mapping data for all structures, sewer manholes and air/vacuum/cleanout structures that can be visually located.
- Owner will invite stakeholders to the LOS Workshop.

***Work Not Included***

- Condition assessment or inspection except as specifically noted above.
- Rate study.

***Preliminary Schedule***

The following schedule is based on contract award/authorization in March 2022:

Consultant Selection (QBS) - <i>Complete</i>	2014
Submit Pre-Approval Documents to NHDES	February 2022
Submit CWSRF ARPA AM Grant Application to NHDES	March 2022
Owner signs Grant Agreement and Report Phase Contract	April 2022
State signs Grant Agreement and Report Phase Contract	July 2022
Meeting #1 - Kick-off w/ Owner and NHDES	August 2022
Meeting #2 - Level of Service Workshop w. Owner and NHDES	September 2022
Circulate draft inventory and AMP outline to Owner and NHDES	January 2023
Meeting #3 - Draft inventory and AMP outline w. Owner and NHDES	March 2023
Training session and video conferences	March - July 2023
Circulate draft manual to Owner/NHDES	July 2023
Meeting #4 — Review draft report (user manual) with Owner/NHDES	August 2023
Meeting #5 - Wrap up presentation w/ Owner and NHDES	September 2023
Submit for final reimbursement	January 2024

**ENGINEERING REPORT PHASE  
CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
TREATMENT WORKS**

TOWN OF MILFORD, NEW HAMPSHIRE

This AGREEMENT made and entered into at HILLSBOROUGH County, New Hampshire, this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between Town of MILFORD hereinafter called the OWNER, and UNDERWOOD ENGINEERS, INC. hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to:

Development of a Wastewater System Asset Management Program as further defined in Attachment "A"

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering, and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

For Professional Services for Treatment Works

**I. SERVICES TO BE PERFORMED BY THE ENGINEER**

- A. The ENGINEER agrees to produce a complete and definitive Engineering Report to meet current division requirements and to perform any and all engineering incidental thereto. The detailed scope of the work is as outlined in the attached Plan of Study.
- B. ~~Furnish to the OWNER two (2) copies of information needed for the acquisition of easements, site options for treatment plant and pump stations and route options for interceptor sewers within calendar days after the Engineering Report has been approved by the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION.~~
- C. Furnish two (2) copies of the Engineering Report to the OWNER and two (2) copies to the DIVISION. Additional copies to be available at cost.
- D. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs.
  - 1. Assists the OWNER in securing grants or loans by State, Federal and other grant or loan agencies.
- E. Provide the DIVISION with one copy of design calculations, work sheets, field notes, estimates and other data generated in preparing the Engineering Report in a form satisfactory to the DIVISION.

**II. THE OWNER'S RESPONSIBILITIES**

- A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

**III. TIME OF COMPLETION**

- A. The ENGINEER agrees to submit all required deliverables to the DIVISION and the OWNER for review not later than 60 days prior to the wrap up presentation which must be concluded prior to the Completion Date established in the Grant Agreement Approved by Governor & Council. Submit for final approval to the DIVISION all required deliverables after modification or revision as recommended by the DIVISION and the OWNER and agreed to by the ENGINEER not later than the Completion Date established in the Grant Agreement approved by Governor & Council.
- B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485A: 4, XII.

**IV. COMPENSATION TO BE PAID THE ENGINEER**

- A. Method of Payment Amount of Fee
  - 1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:
  - 2. Monthly billing based on hours and rates by labor category with markup and incidental expenses in accordance with the attached fee schedule.
  - 3. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed Thirty Thousand Dollars (\$30,000), and the ENGINEER agrees that the work proposed is sufficient to satisfactorily complete the study and that the monies to be paid are adequate. The attached fee schedule with labor category, hours, hourly rate, markup, incidental expenses, and fees for special services, shall be the basis for billing for engineering services.

- a. The ENGINEER agrees that prior to submitting the report to the DIVISION for formal approval he shall make revisions in the report as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval if it becomes necessary to update the report for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER on a basis to be negotiated with the DIVISION.

**V. ADDITIONAL COVENANTS**

- A. The ENGINEER agrees to assign in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be<sup>1</sup>

Margaret Blank, P.E.

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Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the ENGINEER to abide by the above covenant is agreed to be sufficient basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all of the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may result from his performance and the performance of his employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER and shall be transmitted to the OWNER in clean and orderly condition on demand; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.
- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER'S services or obligations under this AGREEMENT without the prior approval and written consent of the OWNER and the DIVISION, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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<sup>1</sup> See appended resume describing the candidate's qualifications for the assignment.

**ENGINEERING REPORT PHASE CONTRACT**  
For Professional Services for Treatment Works

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at HILLSBOROUGH County, New Hampshire, the day, month, and year first above written.

ENGINEER:

\_\_\_\_\_

By: Keith A. Pratt, P.E., President  
(Authorized Representative<sup>2</sup>)

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

\_\_\_\_\_

By: W. Steven Clifton, P.E., Senior Vice President  
(Authorized Representative<sup>3</sup>)

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

OWNER:

\_\_\_\_\_

By: John Shannon, Town Administrator  
(Authorized Representative<sup>2</sup>)

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

APPROVED:<sup>4</sup>

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: \_\_\_\_\_  
(Authorized Representative<sup>2</sup>)

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

\_\_\_\_\_  
<sup>2</sup> Signatures should be supported by appropriate document.

<sup>3</sup> Signatures should be supported by appropriate document.

<sup>4</sup> It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

Approved as to form:

\_\_\_\_\_

Town Counsel

At a meeting of the Partners/Directors of **Underwood Engineers, Inc.**, held on **October 15, 2021**, at which all the Partners/Directors were present, except \_\_\_\_\_, it was

VOTES: That all contracts may be signed by any one of the following: **Keith A. Pratt, President or W. Steven Clifton, Senior Vice President or David J. Mercier, Vice President**

A true copy

Attest: **Colleen A. Morrow, Secretary/ Treasurer**

Place of Business: **25 Vaughan Mall, Portsmouth, NH 03801-4012**

Date of this Contract: \_\_\_\_\_

I hereby certify that I am the Clerk of **Colleen A. Morrow**, am the **Secretary/ Treasurer** of **Underwood Engineers, Inc.**, that **Keith A. Pratt** is the duly elected **President**, **W. Steven Clifton** is the duly elected **Senior Vice President**, and **David J. Mercier** is the duly elected **Vice President** and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

\_\_\_\_\_

Colleen A Morrow, Secretary/ Treasurer

## Cost or Price Summary Format for Sub-agreements Under NH SAG and SRF

Part I: General				
Grantee/Loanee Name: <b>Town of Milford</b>			Grant/Loan #:	
Contractor/Subcontractor Name: <b>Underwood Engineers, Inc.</b>			Proposal Date: 03.11.22	
Contractor/Subcontractor Address:			Services Furnished:	
<b>25 Vaughan Mall</b>			<b>Report Phase Engineering</b>	
<b>Portsmouth NH 03801</b>				
Street name and number City/Town State ZIP				
Part II: Cost Summary				
Direct Labor (Specify labor categories)	Hours	Hourly Rate	Estimated (Est.) Cost	Totals
Principal	2	\$64.50	\$129.00	
Sr. Project Manager	0	\$54.50	\$0.00	
Project Manager	22	\$47.00	\$1034.00	
Senior Project Engineer	112	\$44.00	\$4,928.00	
Project Engineer	78	\$34.00	\$2,652.00	
Clerical	21	\$24.50	\$514.50	
Direct Labor Total				<b>\$9,257.50</b>
Indirect Costs (Specify indirect cost pools.)	Rate	X Base =	Est. Cost	
	1.76	\$9,257.50	\$16,293.20	
Indirect Costs Total				\$16,293.20
Other Direct Costs			Est. Cost	
Travel				
Transportation				
Per Diem				
Travel Costs Total				
Equipment Materials, Supplies (Specify categories.)	Qty.	Cost	Est. Cost	
Mileage, prints, phone, fax	1	\$1,051.52		
Equipment Subtotal			\$1,051.52	
Subcontracts			Est. Cost	
Subcontractors Subtotal				
Other (Specify categories.)			Est. Cost	
Other Subtotal				
Other Direct Costs Total				\$1,051.52
Total Estimated Cost				\$26,602.22
Profit				\$3,397.78
Total Price				<b>\$30,000.00</b>
Part III Price Summary				





**ADDENDUM  
TO  
PROFESSIONAL ENGINEERING SERVICES CONTRACT  
FOR  
TREATMENT WORKS**

THIS ADDENDUM to the ENGINEERING CONTRACT FOR PROFESSIONAL SERVICES FOR TREATMENT WORKS (the “Agreement”) made effective this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ 2022, by the **Town of MILFORD**, hereinafter referred to as the “**Owner**”, and UNDERWOOD ENGINEERS, INC. hereinafter referred to as the “**Engineer**”, a New Hampshire corporation with its principal place of business at 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012.

-- WITNESSETH --

**RECITALS**

WHEREAS, the **Owner** requires, and the **Engineer** agrees to provide certain professional engineering services (the “Services”) in connection with engineering evaluation of treatment works (hereinafter referred to as the “Project”) at Milford, New Hampshire;

WHEREAS, the Addendum is incorporated into the Agreement by reference herein and made part thereof.

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the Owner and the Engineer, agree as follows:

**Limitation of Liability**

**Owner** agrees to limit the liability of **Engineer** to **Owner** and to all construction Contractors or Subcontractors on the project, due to negligent acts, errors or omissions by **Engineer**, such that the total aggregate liability to all those named shall not exceed \$50,000 or the total fee for services rendered on this project by **Engineer**, whichever is the greater.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Hillsborough County, New Hampshire, the day, month, and year first above written.

**ENGINEER: UNDERWOOD ENGINEERS, INC.**

\_\_\_\_\_  
By: **Keith A. Pratt, P.E., President**  
(Authorized Representative)

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

\_\_\_\_\_  
By: **W. Steven Clifton, P.E., Vice President**  
(Authorized Representative)

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

**OWNER: TOWN OF MILFORD**

\_\_\_\_\_  
By: **JOHN SHANNON, TOWN ADMINISTRATOR**  
(Authorized Representative)

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

## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Town of Milford 1 Union Square Milford, NH 03055	<i>Member Number:</i> 239	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
--	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2021	7/1/2022	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2021	7/1/2022	Combined Single Limit (Each Accident)	\$5,000,000
			Aggregate	\$5,000,000
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> Statutory Each Accident	\$2,000,000
			Disease – Each Employee	\$2,000,000
			Disease – Policy Limit	
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2021	7/1/2022	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

**Description:** Proof of Primex Member coverage only.

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			<b>By:</b> <i>Mary Beth Purcell</i>
			<b>Date:</b> 3/14/2022    mpurcell@nhprimex.org
State of NH Department of Environmental Services 29 Hazen Dr. PO Box 95 Concord, NH 03302			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax

5:30 Public Hearing Acceptance of \$10,000 Donation from the Arthur Keyes Memorial Fund for upgrades to the Scout House (Laural/Abbot School House) at Shepard Park.

THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
http://www.courts.state.nh.us

Court Name: 9th Circuit - Probate Division - Nashua

Case Name: Arthur L. Keyes Memorial Trust

Case Number: 94-2074  
(if known)

RECEIPT

1. RECEIVED FROM J. S. Infanti, T. M. Finan and J.A. Langdell co-trustees, serving as:

- Executor                       Administrator
- Ancillary Executor or Administrator                       Special Administrator
- Administrator With Will Annexed                       Administrator De Bonis Non
- Guardian                       Conservator                       Trustee

2. The amount of money and/or personal property at inventory value:

\$ 10,000.00, in  full  partial satisfaction of the following:

- Distribution(s) according to terms of trust
- Distributive share upon termination of trust
- Balance upon termination of guardianship
- Balance upon termination of conservatorship
- Distributive share of decedent's estate
- Residuary share under decedent's will
- Money bequeathed under decedent's will
- Personal property bequeathed under decedent's will (specify)

Heritage Commission - Laurel/Abbot Schoolhouse preservation project in East Milford

Other (specify) Donation pursuant to terms of trust to Town of Milford ~ Heritage Comm.

3/15/22  
Date

Paul Calabria  
Recipient

PAUL CALABRIA  
Print Name of Recipient

Position FINANCE DIR.

# TOWN OF MILFORD

**Office of Community Development**  
Planning • Zoning • Building Safety • Code Enforcement • Health  
Economic Development • Active Projects



**Date:** April 7, 2022

**To:** Board of Selectmen

John Shannon, Town Administrator

**From:** Lincoln Daley, Community Development Director

Ken Flaherty, Fire Chief

**Subject:** Outdoor Restaurant Seating

The purpose of this memorandum is to request that the Board of Selectmen delegate/assign the responsibility of approving outdoor seating for restaurants on Town property to the Office of Community Development and the Fire Department. Outdoor dining has been an essential way to support small businesses and maintain vibrancy in our Downtown Oval over the last two years. We as town should continue to support and provide opportunities to allow for outdoor seating on Town property (where applicable), expedite the review/approval process, and reduce administrative burden on the business owners.

The approval process currently entails a formal request by a restaurant owner to the Board of Selectmen after submitting a plan/narrative for review and recommendations from Community Development and the Fire Department. This recommendation is provided only after the Restaurant owner has met all local and state regulations, approvals, and requirements. This designation/authority extends only to outdoor seating for restaurant uses on Town property (e.g. sidewalks, WWII Memorial property) and will require that business owner has met all local and state regulations, approvals, and requirements prior to approval.

# MEMORANDUM

**To:** Board of Selectmen

**From:** Eric Schelberg, Director

**Date:** April 6, 2022

**Subject:** Full-Time Employee Scheduled Hour Change



This memorandum serves to request of the Board to authorize increasing the weekly hours of the current four full-time 40-hour per week employees to 48-hours per week to assist with filling chronic weekly schedule shortfalls.

Currently the department utilizes a combination of full-time providers - 8 and part-time - 11 employees to fill 560-hours of weekly scheduled shifts (full-time – 352 hours and part-time – 208 hours).

Beginning in 1998, the department scheduled full-time paramedic staff at 48-hours per week. Currently, 4 employees are scheduled at 48-hours per week with the remaining 4 providers added over the past several years at 40-hours per week.

The reason behind the initial 48-hour per week schedule permitted more hours to be covered and not have to add an additional full-time provider, thereby saving on full-time benefit related costs.

Since 2016 when the department changed the staffing model from paid and volunteer to fully paid, plus since 2020, converting 80-hours per week of part-time hours to two 40-hour per week full-time positions, the number of active regularly scheduled part-time providers has steadily declined as employees have moved on to full-time positions with other organizations and/or changed to per-diem status.

The schedule shortfall, when per-diem staff is not available, is covered by part-time employees picking up extra shifts – this staff is limited on the number of hours they may work due to Affordable Care Act (ACA) annual hour limitations and NH Retirement System (NHRS) weekly hour limitations; full-time staff picking up overtime, or additional over-time; and the Director.

To date, there has not been an uncovered scheduled shift, however if this were to occur, would result in a department ambulance not being dispatched to a call, necessitate the need for a mutual aid ambulance and if not available, possible 'call stacking' – waiting for a department ambulance to clear from a call and respond. Consequences of this situation would see an immediate delay of arrival of EMS personnel, care and subsequent transport if required, and loss of transport revenue.

Increasing the current four full-time providers each an additional 8-hours of weekly overtime equates to a reduction of 32-hours per week of needed part-time or per-diem shift coverage. The annual cost associated with this request is \$24,000 (\$15,600 ambulance budget and

\$8,400 administration budget for wage-driven only costs). Implementing this in June 2022 will cost \$14,000.

The benefits of implementing this request will:

- Facilitate coverage of the regularly scheduled open shifts while reducing the number of part-time hours needing to be filled,
- Protect approximately \$36,869 in annual revenue,
- Reduce additional mutual aid responses to town, approximately an additional 1.56 per week, or 82 calls annually,
- Not result in health care related benefit cost as these employees receive full benefits, an average savings of \$20,000 per employee, or \$80,000 annually,
- Assist with avoiding ACA and NHRS limits and subsequent need to offer benefits,
- Potentially reduce the number of hiring sessions and Field Training shifts: 2021 cost of \$6,000

I look forward to answering questions you may have regarding this request.

4. a) 1. Approval of two (2) Taxicab Operator's Permits and License - Milford Taxi LLC.



# Town of Milford

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



Michael J. Viola  
Chief of Police

## TOWN OF MILFORD, NH APPLICATION FOR TAXICAB OPERATOR'S PERMIT

Name: LaBell William G.  
Last First Middle Maiden

Address: 32 Johnson St. Milford NH 03055  
Phone: (603) 672-3344

D.O.B.: 6/6/1981 Age: 40

NH License Number: NH06LLW81061 Expiration Date: 6/6/22

List Any License Restrictions: Glasses

Have you ever been arrested, indicted, or convicted for any violation of the law?  
Yes  No . If answer is yes, state circumstances below.

See Attached

List any sickness, injury, or disabilities during the last ten (10) years.

Diabetes type 2

For whom will you be driving a taxicab (Application must be accompanied by a letter from the above stating intent to hire).

Milford Taxi LLC

### SIGNATURE, CERTIFICATION AND RELEASE OF INFORMATION

YOU MUST SIGN THIS APPLICATION: Read the following carefully before you sign. A false statement on any part of this application will be just cause for refusal of any application and is punishable under New Hampshire Revised Statutes Annotated (NH RSA) 641:3.

- I understand that any information I give may be investigated as allowed by law.
- I certify that, to the best of my knowledge and belief, all of my statements are true, correct, complete, and made in good faith.

x William G. LaBell

Approved: [Signature]  
Date: 3/24/22



TOWN OF MILFORD, NH  
TAXI CAB LICENSE

Verified: ~~\_\_\_\_\_~~  
(Chief of Police) *Supt. Frye*

3/24/22  
(Date)

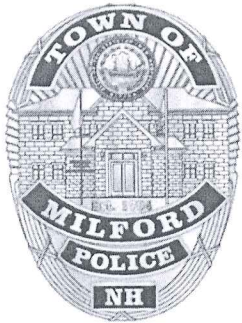
Granted: \_\_\_\_\_  
(Date)

Denied: \_\_\_\_\_  
(Date)

Milford Board of Selectmen:

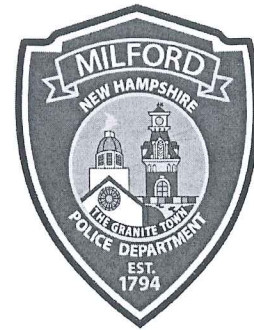
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Fee: \$25.00



# Town of Milford

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



**Michael J. Viola**  
Chief of Police

## TOWN OF MILFORD, NH APPLICATION FOR TAXICAB OPERATOR'S PERMIT

Name: LaBell Edward James  
Last First Middle Maiden

Address: 43 Crosby St. Milford N.H. 03055  
Phone: 603 732-7375

D.O.B.: 04/02/1958 Age: 63

NH License Number: NHL14803396 Expiration Date: 04/02/2024

List Any License Restrictions: CORR LENS

Have you ever been arrested, indicted, or convicted for any violation of the law?  
Yes  No . If answer is yes, state circumstances below.

DUI 1983

List any sickness, injury, or disabilities during the last ten (10) years.

TYPE 2 diabetes

For whom will you be driving a taxicab (Application must be accompanied by a letter from the above stating intent to hire).

Milford Taxi

### SIGNATURE, CERTIFICATION AND RELEASE OF INFORMATION

YOU MUST SIGN THIS APPLICATION: Read the following carefully before you sign. A false statement on any part of this application will be just cause for refusal of any application and is punishable under New Hampshire Revised Statutes Annotated (NH RSA) 641:3.

- I understand that any information I give may be investigated as allowed by law.
- I certify that, to the best of my knowledge and belief, all of my statements are true, correct, complete, and made in good faith.

x Edward James LaBell

Approved: [Signature]  
Date: 3/24/22

TOWN OF MILFORD, NH  
TAXI CAB LICENSE

Verified: ~~\_\_\_\_\_~~  
(Chief of Police) *Capt. C Frye*

*3/24/22*  
\_\_\_\_\_  
(Date)

Granted: \_\_\_\_\_  
(Date)

Denied: \_\_\_\_\_  
(Date)

Milford Board of Selectmen:

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

Fee: \$25.00



Recommendation Approve / ~~\_\_\_\_\_~~ Capt. Frye 3/24/22

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\* \* \* \* \*

**License:** Approved \_\_\_\_\_  
(Date)

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

**Board of Selectmen**  
for  
The Town of  
Milford, NH

**TAXI CAB LICENSE**

License # 11

This is to certify that the Board of Selectmen of the Town of Milford, State of New Hampshire, have granted a license to set up and operate a service entitled "Taxi Cab" to:

William G. LeBell  
(Name of Owner)

Milford Taxi LLC  
(Company Name)

All licenses expire - and are to be renewed - on or before the 30th of April yearly

Fee: \$25.00 for each vehicle licensed.

\* \* \* \* \*

Vehicle Information:

- Make Chery Impala LS Year 2008
- NH Registration No. 383 7710 Color yellow
- Proof of Insurance (Copy must be attached) Expiration of Same 10/22

Signed this 22 day of March 2022

\_\_\_\_\_  
Chairman, Milford Board of Selectmen

I hereby certify that the information provided on this Application is true and accurate to the best of my knowledge and belief and hereby authorize the Milford Police Department to conduct both a criminal and motor vehicle records check on me.

*CF see attached*  
*3/24/22*  
State of NH

\_\_\_\_\_  
(Name)

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

Police records check performed by: \_\_\_\_\_  
(Name) (Title)

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



4. a) 2) Approval of Timber Tax, Map 3 Lot 10

TOWN / CITY:	Milford
COUNTY:	Hillsborough
OWNER:	Andrew Gardent
COMPANY / OWNER 2:	
ADDRESS:	10 Edwards St
TOWN / STATE / ZIP:	Wilton, NH 03086

INTENT FILED DURING TAX YEAR: April 1, 2021 to March 31, 2022

ACCOUNT & SERIAL #:	
TAX MAP & LOT #:	3/10
OPERATION #:	21-303-07-T
DATE OF BILLING:	April 11, 2022

SPECIES	LOW MBF	HIGH MBF			RANGE DIFFERENCE	RATING %	STUMPAGE VALUE*	BOARD FEET (In Thousands)			
WHITE PINE	\$90.00	\$190.00			\$100.00	0.50	\$ 140.00	21.500			
HEMLOCK	\$20.00	\$60.00			\$40.00	0.50	\$ 40.00	0.000			
RED PINE	\$15.00	\$60.00			\$45.00	0.50	\$ 37.50	0.000			
SPRUCE & FIR	\$70.00	\$125.00			\$55.00	0.50	\$ 97.50	0.000			
HARD MAPLE	\$120.00	\$350.00			\$230.00	0.50	\$ 235.00	0.000			
WHITE BIRCH	\$50.00	\$100.00			\$50.00	0.50	\$ 75.00	0.000			
YELLOW BIRCH	\$75.00	\$250.00			\$175.00	0.50	\$ 162.50	0.000			
OAK	\$180.00	\$500.00			\$320.00	0.50	\$ 340.00	3.000			
ASH	\$75.00	\$200.00			\$125.00	0.50	\$ 137.50	0.000			
SOFT MAPLE	\$50.00	\$150.00			\$100.00	0.50	\$ 100.00	0.000			
BEECH/PALLET/TIE LOGS	\$20.00	\$60.00			\$40.00	0.50	\$ 40.00	1.000			
PINE BOX / PALLET	\$5.00	\$25.00			\$20.00	0.50	\$ 15.00	0.000			
OTHER:	\$0.00	\$0.00			\$0.00	0.50	\$ -	0.000			
OTHER:	\$0.00	\$0.00			\$0.00	0.50	\$ -	0.000			
OTHER:	\$0.00	\$0.00			\$0.00	0.50	\$ -	0.000			
TONS & CORDS	TONS LOW	TONS HIGH	CORDS LOW	CORDS HIGH	TONS	CORDS	RATING %	STUMPAGE VALUE TONS	STUMPAGE VALUE CORDS	#TONS	#CORDS
SPRUCE & FIR	\$0.00	\$1.00			\$1.00		0.50	\$ -		0.000	
HARDWOOD & ASPEN	\$0.50	\$4.00			\$3.50		0.50	\$ 2.25		0.000	
PINE	-\$0.05	\$0.50			\$0.55		0.50	\$ 0.23		0.000	
HEMLOCK	\$0.00	\$3.50			\$3.50		0.50	\$ 1.75		0.000	
BIOMASS CHIPS	-\$3.00	\$1.00			\$4.00		0.50	\$ (1.00)		240.000	
HIGH GRADE SPRUCE	\$20.00	\$30.00			\$10.00		0.50	\$ 25.00		0.000	
CORD WOOD/FUELWOOD			\$8.00	\$20.00		\$0.00	0.50		\$ 8.00		38

\* STUMPAGE VALUE = % RATING X RANGE DIFFERENCE + LOW RANGE VALUE



**CERTIFICATION OF YIELD TAXES ASSESSED**  
**INTENT FILED DURING TAX YEAR: April 1, 2021 to March 31, 2022**

**TOWN / CITY OF:** Milford  
**COUNTY OF:** Hillsborough  
**DATE OF BILLING:** April 11, 2022

**SEND SIGNED COPY TO:** NH DEPARTMENT OF REVENUE ADMINISTRATION  
MUNICIPAL AND PROPERTY DIVISION  
PO BOX 487  
CONCORD, NH 03302-0487  
or E-mail to [timber@dra.nh.gov](mailto:timber@dra.nh.gov)

Paul Dargie, Chair	4/11/2022
Tim Finan, Vice Chair	4/11/2022
Gary Daniels	4/11/2022
Laura Dudziak	4/11/2022
David Freel	4/11/2022

# 1	# 4	# 5	# 6	# 6	# 7	# 8	# 9	# 10
NAME OF OWNER	SPECIES	NUMBER OF BOARD FEET (In Thousands)	NUMBER OF TONS	NUMBER OF CORDS	STUMPAGE VALUE	TOTAL ASSESSED VALUE	TAX AT 10 %	
Andrew Gardent  10 Edwards St Wilton, NH 03086	WHITE PINE	21.500			\$140.00	\$3,010.00	\$301.00	<b>Subtotal of TAXES Due (Col. #9)</b>
	HEMLOCK				\$40.00			
	RED PINE				\$37.50			
	SPRUCE & FIR				\$97.50			
	HARD MAPLE				\$235.00			
<b># 2</b> <b>DESIGNATED ON NOTICE OF INTENT TO CUT</b>	WHITE BIRCH				\$75.00			<b>\$413.40</b>
	YELLOW BIRCH				\$162.50			
	OAK	3.000			\$340.00	\$1,020.00	\$102.00	
<b>MAP &amp; LOT NUMBER</b>  3/10	ASH				\$137.50			<b>Less bond or amount previously paid, if applicable</b>
	SOFT MAPLE				\$100.00			
	BEECH/PALLET/TIE LOGS	1.000			\$40.00	\$40.00	\$4.00	
	PINE BOX / PALLET				\$15.00			
	OTHER:							
<b># 3</b>	OTHER:							
<b>OPERATION NUMBER</b>  21-303-07-T	SPRUCE & FIR				TONS	CORDS		<b>Total Amount Due</b>
	HARDWOOD & ASPEN				\$ -			
<b>ACCOUNT OR SERIAL #:</b>	PINE				\$ 2.25			<b>\$413.40</b>
	HEMLOCK				\$ 0.23			
	BIOMASS CHIPS		240.00		\$ 1.75			
	HIGH GRADE SPRUCE				\$ (1.00)		-\$240.00	
	CORDWOOD			38.00		\$ 8.00	\$304.00	\$30.40
							<b>\$4,134.00</b>	<b>\$413.40</b>

**ORIGINAL WARRANT  
YIELD TAX LEVY  
April 11, 2022  
THE STATE OF NEW HAMPSHIRE**

COUNTY OF: Hillsborough

TO: *COLLECTORS NAME* Tax Collector, Town of Milford Milford, in said County.

In the name of said State, you are hereby directed to collect on or before thirty (30) days from the date of bill from the person(s) named herewith committed to you, the Yield Tax set against their name(s), amounting in all to the yield tax due, below, with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day. We further order you to pay all monies collected to the treasurer of said town, or treasurer's designee as provided in RSA 41:29, VI, at least on a weekly basis, or daily when receipts exceed \$1,500.00, or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at *ENTER TOWN or CITY NAME*,

\_\_\_\_\_  
Paul Dargie, Chair Date

\_\_\_\_\_  
Tim Finan, Vice Chair Date

\_\_\_\_\_  
Gary Daniels Date

\_\_\_\_\_  
Laura Dudziak Date

\_\_\_\_\_  
David Freel Date

**DATE OF BILLING: April 11, 2022**

NAME & ADDRESS	TAX MAP & LOT	OPERATION #	YIELD TAX DUE
Andrew Gardent  10 Edwards St Wilton, NH 03086	3/10	21-303-07-T	\$413.40
<b>DATE YIELD TAX DUE:</b>			

4. a) 4) Approval to change Elaine Cohen from an Alternate Member to a Full Member of the Planning Board - Term Expires 2024



Milford Planning Board

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To: Paul Dargie, Chair and the Milford Board of Selectmen

From: Douglas Knott, Planning Board Chair

CC: Darlene Bouffard, Land Use Assistant  
Lincoln Daley, Community Development Director  
Janet Langdell, Planning Board Vice-Chair

Date: April 6, 2022

Subject: Planning Board recommendation for full member appointment

At a meeting of the Milford Planning Board on April 5, 2022 the board discussed the election of Tim Finan as a Board of Selectmen thereby ending his position as a full member of the Planning Board. Alternate Planning Board member Elaine Cohen has expressed interest in taking on the remainder of this fill time opening.

Based on a unanimous vote by the Milford Planning Board, with a quorum present at the 4/5/22 meeting, the Planning Board recommends the appointment of Elaine Cohen as a full member of the Milford Planning Board until March 2024. We hope that the Milford Board of Selectmen will look favorably on this recommendation for appointment at its earliest convenience.

If you have any questions regarding this recommendation, please contact Planning Board Chair Douglas Knott or Lincoln Daley. Thank you in advance for your anticipated approval of these recommendations.

djb

A large, handwritten signature in black ink, which appears to be "Douglas Knott", is written over a horizontal line. To the right of the signature, the date "04/06/22" is handwritten in black ink.

#### 4. b) 1. Adding Additional Alternates to the Selectmen's Representatives Listing.

### BOS Representatives on 2022 - 2023 Committees, Commissions, Boards, & Organizations

- 
- 
- Conservation Commission (2<sup>nd</sup> Thursday, 7:00 p.m., Town Hall, BOS Room) - Selectman Dudziak (Liaison) \_\_\_\_\_ (Alternate)
  - Economic Development Advisory Committee (Varied) – Selectman Dargie (Voting member)
  - Granite Town Media (Formerly PEG Access) Advisory Committee (4<sup>th</sup> Thursday, 6:00 p.m., Town Hall, BOS Room) - Selectman Finan (Voting member)
  - Heritage Commission (2<sup>nd</sup> Wednesday, 7:00 p.m., Library) – Selectman Dargie (Voting member)
  - Joint Loss Management Committee (quarterly, March 2<sup>nd</sup>, June 1<sup>st</sup>, Sept 7<sup>th</sup> and Dec. 7<sup>th</sup>), 9:00 a.m., Police Facility, Community Room) - Selectman Daniels (Liaison)
  - Library Trustees (3<sup>rd</sup> Tuesday, 6:30 p.m., Library) – Selectman Daniels (Liaison) \_\_\_\_\_ (Alternate)
  - NHMA (Varied) – Town Administrator John Shannon & Selectman Dargie (Alternate)
  - MACC Base Meeting time and dates TBD at each meeting – Captain Frye (Voting member)
  - Planning Board (1<sup>st</sup> & 3<sup>rd</sup> Tuesdays, 6:30 p.m., Town Hall, BOS Room) - Selectman Finan (Voting member) \_\_\_\_\_ (Alternate)
  - Recreation Commission (2<sup>nd</sup> Wednesday, 7:00 p.m., Town Hall, BOS Room) – Selectman Freel (Liaison) \_\_\_\_\_ (Alternate)
  - Recycling/Solid Waste Committee (3<sup>rd</sup> Tuesday, 6:30 p.m. – Selectman Daniels (Voting member)
  - Traffic Safety Committee (Varied as items are sent for consideration, Police Facility, Community Room, 19 Garden Street) - Selectman Daniels (Voting member)
  - Zoning Board of Appeals (1<sup>st</sup> & 3<sup>rd</sup> Thursdays, 7:00 p.m., Town Hall, BOS Room) – Selectman Freel (Liaison) \_\_\_\_\_ (Alternate)
  - Manifest Sign Off (available Thursdays after 4:30 pm through Mondays before 7:00 am) – Selectmen Finan & Selectmen Dargie (Alternate)
  - Payroll Sign Off (available every other week Wednesdays after 3:00 pm through Thursdays before 9:00 am) – Selectmen Freel & Selectman Dudziak (Alternate)

## **5. Town Status**

**1.) Recreation Scholarship Program (VERBAL)**

**2.) MACC Base Update (VERBAL)**

### 5. 3) Milford Marker Discussion

**Tina Philbrick**

---

**From:** John Shannon  
**Sent:** Wednesday, April 06, 2022 9:31 AM  
**To:** Tina Philbrick  
**Subject:** FW: Milford NH Granite marker (formerly located on Rte. 101-A)  
**Attachments:** Milford Granite Marker March 2022.jpg

Per your request.

V/R

John

**From:** JA Langdell <[langdell508@comcast.net](mailto:langdell508@comcast.net)>  
**Sent:** Sunday, March 27, 2022 4:46 PM  
**To:** Tim Finan <[timothy.finan@gmail.com](mailto:timothy.finan@gmail.com)>; Laura Dudziak (Contact) <[ldudziak1275@gmail.com](mailto:ldudziak1275@gmail.com)>; Paul Dargie <[PaulDargie@gmail.com](mailto:PaulDargie@gmail.com)>; Gary Daniels <[gldaniels127@gmail.com](mailto:gldaniels127@gmail.com)>; Dave Freel <[dave@freelandsonelectric.com](mailto:dave@freelandsonelectric.com)>  
**Cc:** John Shannon <[jshannon@milford.nh.gov](mailto:jshannon@milford.nh.gov)>; Lincoln Daley <[ldaley@milford.nh.gov](mailto:ldaley@milford.nh.gov)>; Arene Berry <[aberry@milford.nh.gov](mailto:aberry@milford.nh.gov)>; Leo Lessard <[llessard@milford.nh.gov](mailto:llessard@milford.nh.gov)>  
**Subject:** Milford NH Granite marker (formerly located on Rte. 101-A)

To: Gary Daniels, Paul Dargie, Laura Dudziak, Tim Finan and David Freel  
CC: John Shannon, Lincoln Daley, Arene Berry, Leo Lessard  
Re: Welcome Milford granite way-making sign

Greetings All!

On Sunday, March 27, 2022, I learned via Facebook that the Milford NH Historical Society (MHS) expects the Welcome Milford granite marker, currently in Town storage, to be placed on the Carey House lawn this spring. (Information attached). As a point of reference, I am referring to the "Welcome Milford" granite marker removed from its original location on Route 101-A when the new M.I.T. donated "Welcome" sign was installed. From my research, it looks like the decision to *loan* the marker to MHS and have it placed on the Cary House lawn was made at the April 29, 2019 BOS meeting.

Given the passage of time since April 2019 and more recent developments, I respectfully request that Town leadership reconsider this decision and plan. With all due respect to the Milford Historical Society, which does wonderful work to preserve Milford's history, there are better locations in our downtown neighborhood where this piece of Milford's heritage can be displayed and once again serve its functional purpose.

Two alternative downtown locations providing greater visibility include:

1) *On the east side of The Oval* facing the convergence of Nashua St, South St and Union Square. Certainly, a "Welcome" sign there would be inviting for locals as well as visitors. Placing the marker actually up on "The Oval" should negate any NHDOT traffic safety rules about roadside signs such as the ones that prompted the marker's removal from Rte.101-A in the first place.

2) *Incorporating the "Welcome Milford" marker into the design of the new East Entrance to Keyes Memorial Park.* Early concept plans for this "new" park and recreational area included many features highlighting and honoring Milford's deep roots as "The Granite Town" and our granite industry heritage. Certainly, the recent completion of the stage/performance area using the Tonella quarry cutting shed granite reflects an intent to continue that theme in the stewardship of this evolving community space. In addition, Elm Street is one of the main arteries leading into The Oval area and that section of Elm St is part of our downtown neighborhood. This area offers much higher visibility and an opportunity for the "Welcome Milford" marker to resume its way-making and welcoming function. Respectfully, this option wasn't really even on the horizon back in April 2019, and today would seem to be the perfect place for the relocation of this piece of Milford's rich granite history.

Thank you in advance for your time and hopefully for you favorable review of this request for re-consideration.

Best regards,  
Janet Langdell  
122 Elm Street  
Milford, NH  
603-673-2876

1 APPROVED  
2 MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING 5<sup>th</sup> Monday Forum  
3 April 29, 2019  
4

5 **PRESENT:** Gary Daniels, Chairman Mark Bender, Town Administrator  
6 Paul Dargie, Vice Chairman Tina Philbrick, Recording Secretary  
7 Mike Putnam, Member - **Excused** Hazen Soucy, Videographer  
8 Laura Dudziak, Member  
9 Chris Labonte, Member

10  
11 **CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING**  
12 **INSTRUCTIONS** - Chairman Daniels called the public meeting to order at 6:45 p.m., introduced Board members  
13 and then led the audience in the Pledge of Allegiance. Chairman Daniels indicated that those people in the audi-  
14 ence who want to speak or add to the discussion should please use a microphone in order to be heard on the PEG  
15 Access live broadcast.  
16

17 **1. 6:45 Approval Request to Abate Outstanding Taxes – Manufactured Demo Homes**

18 Map 42-73-M-5. 26 Melendy Road, Lot 5. This property was vacated by the heirs of Cindy Anderson. The proper-  
19 ty was given status of uninhabitable. Abatement Request: \$758.28  
20

21 Map 43-59-M-39. 529 Nashua Street, Unit 39. The former property owners are both deceased and the property has  
22 been vacated. The property was given status of uninhabitable. Abatement Request: \$2,998.71  
23

24 Selectman Labonte asked if there was any way to go after the money. Chairman Daniels said no. Selectman Dar-  
25 gie made a motion to abate outstanding taxes on Map 42-73-M-5, 26 Melendy Road, Lot 5. Selectman Dudziak se-  
26 ceded. All were in favor. The motion passed 4/0.  
27

28 Selectman Dargie made a motion to abate outstanding taxes on Map 43-59-M-39, 529 Nashua Street, Unit 39, Lot  
29 5. Selectman Dudziak seconded. All were in favor. The motion passed 4/0.  
30

31 **2. 7:00 OPEN FORUM**

32 **a. Public Hearing for (NH RSA (31:95)e)** Appropriation for Personal Property Donated during the Year over  
33 \$5,000. Exofit Outdoor Fitness Equipment donated half the value of the fitness equipment in the amount of \$7,396  
34 for fitness stations along a walking/biking trail at Keyes Memorial Park.  
35

36 Chairman Daniels opened the public hearing. There were no questions. Chairman Daniels closed the public hear-  
37 ing. Selectman Dargie made a motion to accept the fitness equipment from Exofit in the amount of \$7,396. Se-  
38 lectman Dudziak seconded. All were in favor. The motion passed 4/0.  
39

40 **b. Milford Town Marker (Tombstone) Discussion**

41 Chairman Daniels said the stone was removed a while ago and new signs were put up. People came forward at that  
42 time and we found out that they had an attachment to the stone marker. Some people wanted to know where the  
43 marker was. It has been put in safe keeping, but out of sight. The Historical Society recently requested to put the  
44 stone marker on their property at the Carey House at their cost if the Board is okay with it. This is a good offer be-  
45 cause it keeps the stone centrally located for the public. If anyone has any thoughts on where the stone should go,  
46 this would be the opportunity to speak. Chairman Daniels said he would be glad to see it out in public, as it is a part  
47 of Milford's history.  
48

49 No one from the public came forward to speak. Selectman Dargie stated that this would be on loan to the Historical  
50 Society, but it will still belong to the town. Selectman Labonte asked how long it would be there. Selectman Dar-  
51 gie said it's open ended. Selectman Dargie made a motion to lend the stone to the Historical Society and authoriz-  
52 ing them to place it on the Carey House lawn. Selectman Dudziak seconded. All were in favor. The motion passed  
53 4/0.  
54

55 **c. Public Input Session Regarding Questions and Concerns about Dispatch**

56 Chairman Daniels reviewed the Budget and Bond hearing and Deliberative session videos and wrote down ques-  
57 tions that people had asked at those times. At this time, he will take input from the public so we can get all the  
58 questions on the table. If we are going to spend \$85,000 for a consultant, we should have all the questions in place.  
59



APPROVED MINUTES OF BOARD OF SELECTMEN MEETING - 4/22/2019

298  
299 Chairman Daniels said in recent past we did some water work on King Street, where are we on that one. Rick said it's  
300 in base right now. We will be topping that section. Chairman Daniels asked if there was a process on how long you  
301 leave something as a base and chip seal before putting on the top coat. Rick said no. they observe it over the past two  
302 years. We looked at Savage and Whitten Roads recently and they are starting to do a little cracking. In order to save  
303 these roads from getting any worse, if we can chip seal them we get another five to seven years out of them we gain.  
304 We don't want to lose what we've already fixed.  
305

306 Selectman Labonte said the numbers reflect a \$100,000 difference between what they are proposing if you come in at  
307 budget, what happens to the \$100,000. Rick said it's still in the fund and we can expend it for additional work this year  
308 or use it next year. Administrator Bender said they could do more drainage work or additional paving. Selectman La-  
309 bonte asked how much was in the total drainage project. Administrator Bender said they started with \$75,000 and have  
310 we committed \$35,000 to this project. Selectman Labonte asked where else would we doing drainage work. Adminis-  
311 trator Bender said it's under other MS4 requirements that we have. Rick said it's tough to say because it's a combined  
312 line item with a bunch of stuff in it. It includes catch basin stuff, MS4 stuff, and other things. He can get a list.  
313

314 Selectman Labonte mentioned the original warrant article that passed for the reconstruction of roads and said we used  
315 part of that money to appropriate for the Prospect Street project. He asked if the main reason for that project is drainage,  
316 not the reconstruction of roads. We appropriated the road bond in 2017 and he took it to mean it was to repair roads,  
317 not to do drainage projects. Rick said it's deeper than that. As far as drainage, you are not going to repair the top before  
318 fixing the problem below. Prospect and Webster Street all need paving. South Street drainage has been an issue for  
319 longer than he's been with the town which is ten years. We ended up with problems on Prospect Street with water com-  
320 ing out of manholes. Webster Street had problems with water washing out a home owner's side and back yard into  
321 Marshall Street. There are a lot of issues that developed late last year and at that time the budget was already in place.  
322 For him to include another \$450,000 in his budget when he didn't have all the information he needed wouldn't have  
323 been good. Selectman Labonte said he's just looking at warrant articles and funding and how we can change uses for  
324 them and what we can't do.  
325

326 Chairman Daniels said as we get into the budget for next year we can have discussions on what big projects that may be  
327 taking into consideration and include the money for them. Selectman Labonte said he agrees with the Prospect Street  
328 project, that it needs to be done but it takes a quarter of our road bond. Chairman Daniels asked what pocket did he want  
329 it to come out of. Rick said the problems on Prospect and Webster Street just developed. While inspecting some of the  
330 pipelines and drainage systems we found lots of issues that will surface at some point. We will have to look at the issues  
331 and it will be expensive. Drainage is going to be a big issue especially in the sections of town that are over 100 years  
332 old. We've had sections with multiple subdivisions added onto the same small pipes that we had and now we have is-  
333 sues with it. There will need to be lots of discussions on how to take care of all the issues.  
334

335 Administrator Bender asked Rick how long has it been since the chip and seal was done on Jennison Road and how is it  
336 holding up. Rick said about three years and it's holding up very well. Administrator Bender asked if an asphalt over-  
337 lay can be put over chip and seal. Rick said yes and you can do multiple coats of chip and seal if you want. He tries to  
338 get the most out of the money that we have. Selectman Labonte said he wants to make sure we are not giving up quality  
339 to try to accomplish quantity. Selectman Labonte asked if the paving has gone out to bid yet. Rick said not yet. He will  
340 follow the normal process with three bids. If this is approved tonight he will send out information as early as tomorrow  
341 to get the bids.  
342

343 Selectman Labonte asked when the work will start. Rick said summer time and the drainage project is set for an end  
344 date prior to school. It has to be warm to do the chip and seal. Reclaiming will be done right away. He meets Wednes-  
345 day with the Engineer and the bidder and he will get that information to the Board. Chairman Daniels asked if anything  
346 is recycled. Rick said yes, it goes into the ground to enhance the subbase. If needed, they also add stone to the mix. Se-  
347 lectman Labonte asked what we do with the millings. Rick said millings go back to the pit to be mixed with gravel and  
348 are used for shoulders and parking lots.  
349

350 A motion was made by Selectman Putnam to approve Road Reconstruction Plan. Seconded by Selectman Dargie. All  
351 were in favor. The motion passed 4/0.  
352

**6. DISCUSSIONS:**

- a) **Milford Historical Society Request to place the recently removed "Milford Town Marker" on the Grounds at the Carey House.**

## APPROVED MINUTES OF BOARD OF SELECTMEN MEETING - 4/22/2019

356 Chairman Daniels said the Milford Historical Society asked to place the Milford Town Marker also known as the tomb  
357 stone on their grounds at the Carey House. He would like to allow the opportunity for people to come in to give their  
358 opinion at the 5<sup>th</sup> Monday Forum. The Historical Society would cover the cost of moving it and it would be located cen-  
359 trally. Selectman Labonte asked if there was any chance of getting it put back where it was. Chairman Daniels said he  
360 wasn't sure if people wanted it put back because there wasn't any future place for it, or they just want it visible.  
361

362 **7. PUBLIC COMMENTS:** There were no public comments at this time.  
363

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

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

366  
367 Selectman Putnam said the Water and Sewer Commissioners have been exploring new locations for a well because we  
368 are down to only the Curtis well. There may be a water source at the BROX property but it may get in the way of the  
369 Solar Farm. For now, we want to drill some test wells to see if there is water there. Administrator Bender said the  
370 Board has authorized that we sign a letter of intent for the commercial and industrial property for a solar farm. If we are  
371 going to do something other than that, that request has to be made to the Board of Selectmen. Selectman Putnam said  
372 that's what he's doing. Water Utilities would like permission to drill some test holes.  
373

374 Chairman Daniels asked if this violates that letter of intent. Administrator Bender asked if Water Utilities has decided  
375 which lots they want to drill on. Selectman Putnam said yes. Administrator Bender said there could be a conflict. Se-  
376 lectman Putnam said they won't know if they want anything out of that until they drill the test wells. The process takes a  
377 couple of hours and they put a pump on it, it might be a week at the most. Selectman Dargie asked if it was something  
378 that can be removed. Selectman Putnam said yes. There would only be an issue if they find a very viable water supply  
379 up there. Administrator Bender said he will notify the Solar Company. It's something we will have to work around.  
380

381 Selectman Dargie asked what kind of a zone would have to be around it for protection. Selectman Putnam said 400 foot  
382 radius around the well and a small road to get to the pump house for maintenance. Selectman Labonte asked how if the  
383 solar was in place, how far away would the panels have to be. Selectman Putnam said he would have to look at the  
384 panels and see what's in them. If there is no oil or hazardous stuff in them they could be right on top of things.  
385

386 Chairman Daniels said no motion was needed. We will need to have a discussion with the Solar Company to let them  
387 know. There should be no objection to spending a week of testing. Selectman Labonte said this important if we are  
388 down to one well. Selectman Putnam said we have three wells, but they are all on the same aquapor.  
389

390 Administrator Bender asked what other sources are a possibility. Selectman Putnam said there are a couple areas but  
391 the property owner won't let us on their property. There are a couple potential areas down the south end of town but  
392 they are still looking into them.  
393

394 Selectman Dargie said Recreation is doing well.  
395

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

397  
398 **8. APPROVAL OF FINAL MINUTES.** Selectman Putnam moved to approve the minutes as amended of April 8,  
399 2019. Selectman Dargie seconded. All were in favor. The motion passed 4/0.  
400

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

402  
403 **10. NOTICES.** Chairman Daniels read the notices.  
404

405 **11. NON-PUBLIC SESSION.** Selectman Putnam made a motion to enter into a non-public meeting in accordance  
406 with (RSA 91-A:3, II(e)) Legal. Selectman Dargie seconded. All were in favor. The motion passed by roll call vote 4/0.  
407 Chairman Daniels – yes, Selectman Dargie – yes, Selectman Labonte – yes and Selectman Putnam Yes.  
408

409 **12. ADJOURNMENT:** Selectman Putnam moved to adjourn at 7:05. Selectman Labonte seconded. All  
410 were in favor. The motion passed 4/0.  
411  
412  
413

## 5. 4) 2022 Paving Schedule Update

Tina Philbrick

---

**From:** Leo Lessard  
**Sent:** Thursday, April 07, 2022 8:51 AM  
**To:** Tina Philbrick  
**Cc:** John Shannon  
**Subject:** paving list

Good morning Tina

Sorry one thing led to the next and I forgot all about it

1) We are going to top coat road that were binder and not topped ??

Federal Hill road 8857sy +/-

Foster Road 6200sy +/-

Ball Hill Road 7000sy +/-

Young Road 5800sy +/-

Total = 3119 ton at estimated cost of 95/ton = \$296,398.00

2) We are going to start Mile Slip road, I have to design drainage for the road and we will try and get it paved this season it is 1 mile of roadway +/- 14,080 sy +/-

Total = 2,365 ton at estimated cost of 95/ton= \$224,716.80 without the drainage work estimated cost for drain supplies only \$30,000.00 subcontractor \$ 180,000.00

Total estimated cost = \$404,716.00

3) Would like to mill and pave ( this may be in carried into next paving season )

Mt. Vernon 2417 sy +/-

Small section of Amherst Street 1331 sy +/- (this would be a temporary fix till the roadway can get redesigned and infrastructure done) total would be 9586sy +/-

Grove Street 1555 sy +/-

Total estimated cost = 108,192.84

Total of number 1 = \$296,398.00

2 = \$404,716.00

3 = \$108,192.84

Total \$809,306.84

These are all estimated cost, the price of asphalt we really don't know the price. Obviously number 3 of \$108,192.84 will be a left over for next year

I plan on doing numbers 1 and 2 for this year

State fund of \$328,000.00 (s I am told)

Warrant article \$300,000.00

Encumbered \$87,000.00

Total of \$ 715,000.00

*Draft, subject to change if needed.*

## 9. Approval of Final Minutes - March 28, 2022

DRAFT

### MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING

March 28, 2022

**PRESENT:** Paul Dargie, Member  
Tim Finan, Member  
Gary Daniels, Member  
Laura Dudzkak, Member  
Dave Freel, Member  
John Shannon, Town Administrator  
Tina Philbrick, Executive Assistant  
Andy Kouropoulos, Videographer

**1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING INSTRUCTIONS:**  
Town Administrator John Shannon called the meeting to order at 5:30 p.m., introduced Board members, and then led the audience in the Pledge of Allegiance. Administrator Shannon introduced Tim Finan as our newly elected Selectman and indicated this is the one time every year that he will open the Board of Selectmen meeting for the selection of Chairman and Vice-Chairman.

#### 2. APPOINTMENTS – (Approximate times)

##### 5:30 p.m. – Election of New Chair and Vice-Chair Positions

Administrator Shannon asked for nominations for the position of Chairman of the Board of Selectmen.

**Selectman Dudziak nominated Selectmen Dargie for the position of Chairman. Selectman Freel nominated Selectman Daniels for Chairman. A Roll Call vote was taken for Selectmen Dargie to be Chairman with Selectman Dudziak yes, Selectman Dargie yes, Selectman Finan yes, Selectman Freel no and Selectman Daniels no. The motion passed 3/2.**

Administrator Shannon handed the meeting over to Chairman Dargie.

**Chairman Dargie then asked for nominations for the position of Vice Chairman of the Board of Selectmen. Selectman Freel nominated Selectmen Daniels as Vice Chairman. Selectman Dudziak nominated Selectman Finan for Vice-Chairman. A Roll Call vote was taken for Selectmen Daniels to be Vice Chairman with Selectman Daniels yes, Selectman Freel yes, Selectman Dudziak no, Selectman Dargie no and Selectmen Finan no. The motion failed 2/3. A Roll Call vote was taken for Selectmen Finan to be Vice Chairman with Selectman Dudziak yes, Selectman Dargie yes, Selectman Finan yes. Selectman Daniels no and Selectmen Freel no. The motion passed 3/2.**

This concluded the selection of the Board of Selectmen Chairman and Vice-Chairman.

##### 5:40 p.m. - Public Hearing for the Acceptance for Expenditure of Unanticipated Funds over \$10K NH (RSA (31:95)b) - Water Utilities ARPA Grant to fund a Water Improvement Project - \$100,000.

Jim Pouliot Jr., Water Utilities Director explained what the grant was for and that he needed two votes. The total project is \$290?? And this is \$100k out of that. It will help with the primary design for the primary Clarifiers and a couple of other projects at the Waste Water Treatment Plant for the upgrade.

Chairman Dargie opened the public hearing. Chairman Dargie closed the public hearing.

Selectman Freel asked what goes into the design. Mr. Pouliot explained the process of what needs to go into the primary Clarifiers and Duck Bank. They will also get pricing for it. The Engineering firm will do this process.

**Selectman Daniels made a motion to accept the Unanticipated Funds over \$10K NH (RSA (31:95)b) - Water Utilities ARPA Grant to fund a Water Improvement Project for \$100,000. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.**

Selectman Freel asked if this was part of the original ARPA funding. Administrator Shannon said it's separate, it's from the state.

**Selectman Freel made a motion to approve Administrator Shannon to sign for the funds. Seconded by Selectman Dudziak. All were in favor. The motion passed 5/0.**

##### 5:50 p.m. - Acceptance of 2020 Warrant Article #6 – Collection System Capacity Management, Operation, and Maintenance Program Development - \$218,304 BOND.

Chairman Dargie noted that the title of this appointment has the word BOND in it, but all the paperwork references a NOTE. He doesn't think this is an issue but if it was a NOTE and referenced a BOND, there may be an issue through the Bond Council. Tina Philbrick, Executive Secretary said that the title was taken from the original warrant article which stated that it was a BOND and that is why she posted it as such.

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 03/28/2022**

64 Selectman Finan asked if there was an issue with this being that it's two years old. Paul Calabria, Finance Director ex-  
65 plained that after the warrant article was passed the previous Water Utilities Director never executed it. The current Direc-  
66 tor called the state to inquire about the revolving fund loan, they asked about the cost and if it was completed. They can't  
67 give a loan for something that is already paid for and done. Our only option was to bond it.  
68

69 Chris Labonte, a Milford resident asked what money paid for this. Mr. Calabria said it came from the general fund. We've  
70 done this many times. Sometimes there is a delay in when you bond something if you know that the rates are starting to  
71 decline. We pay it out of the general fund and replenish it when the money comes in. Mr. Labonte asked if the taxpayers  
72 lost a year and a half of interest on the \$205,000. Mr. Calabria feels it's cost-neutral because we paid it out and the interest  
73 we are receiving since the pandemic started is virtually nothing. We also didn't pay it all out in 2020 because the final cost  
74 came in lower than what the warrant article was passed for. Mr. Labonte said if it was funded on time the interest would  
75 have been lower. Mr. Calabria agreed.  
76

77 Selectman Freel asked why we were going for a loan if it's already paid for. Mr. Calabria said Water and Sewer are enter-  
78 prise funds and are separate from the town so we have to replenish the wastewater fund which is underfunded.  
79

80 **Selectman Dudziak made a motion to approve the note. Seconded by Selectman Daniels. All were in favor. The mo-**  
81 **tion passed 5/0.**  
82

83 **6:00 p.m. - Fireworks - Recreation Director, Arene Berry**

84 Arene Berry, Recreation Director shared an e-mail from Atlas Fire Works stating that because of the increase in import-  
85 ing/shipping from China the fireworks previously quoted at \$8,500 will now be \$12,000. They can still do a fireworks dis-  
86 play but they will only last for 15 minutes at the \$8,500 price. The \$12,000 price will last for about 25 minutes.  
87

88 Chairman Dargie asked Ms. Berry for her opinion. Ms. Berry said there are always mixed reviews after fireworks every  
89 year. If you shorten the show you will have disappointed people.  
90

91 Selectman Freel said he would like to make a motion to have the Town Administrator find the additional money in the  
92 budget to bring it up to \$12,000 so they can have the same show as last year. Administrator Shannon said he wasn't sure  
93 they could do that. He would follow up with our town council. There was some discussion as to if this was allowed.  
94

95 Selectman Finan clarified that Ms. Berry e-mailed Atlas. Ms. Berry said yes. Selectman Finan said it's a 40% increase and  
96 they didn't let us know about the increase until 2 days after the election.  
97

98 Chairman Dargie is in favor of a \$12,000 show matching last year. Selectman Daniels is not in favor of about \$900 per  
99 minute. IF they knew there was going to be a price change they should have told us. Selectman Freel said you can't go an-  
100 ywhere else. Ms. Berry said next Fall people are going to ask why they are increasing the amount of the warrant.  
101

102 A question on zoom chat was if anyone asked around the other towns to see if we could do a joint show. Ms. Berry said  
103 there would be problems finding a large enough area for everyone. We fill the MCAA field and Keyes Park right now.  
104 The show will be on Saturday, July 2<sup>nd</sup>.  
105

106 **Selectman Free made a motion to have Administrator Shannon find an additional \$3,500 in the budget for fire-**  
107 **works. Seconded by Selectman Dargie. The motion passed 3/2 with Selectman Daniels and Selectman Dudziak op-**  
108 **posed.**  
109

110 **6:15 p.m. - Approval of Six (6) 2021 Property Abatement Applications and 1 Land Use Change Tax (LUCT) Map 42**  
111 **Lot 1.**

112 Marti Noel, Assessing Director, presented six (6) abatement applications for approval. This year there are a total of 20  
113 abatements that have been timely filed. Five abatements were settled previously, and 6 applications are being settled this  
114 evening. There are 9 applications are waiting to be reviewed. Four of the Abatements presented tonight are due to correc-  
115 tions to concerns expressed by the applicant for over-assessment – two being re-classified as unbuildable lots, and 2 having  
116 successfully made an argument for detached vs. attached condo units in development where both detached and attached  
117 units co-exist.  
118

119 Two of the abatements are hardship abatements where the revaluation and property value change caused financial hardship  
120 for these individuals who have been receiving the elderly exemption. The abatement calculation takes into account previous

**DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 03/28/2022**

121 exemptions granted vs the final tax bill in 2021. These applicants have been instructed if future years continue to prove  
122 hardship, the tax deferral for the elderly and disabled would be the appropriate vehicle.

123  
124 Chairman Dargie asked if Ms. Noel anticipated more hardship abatements. Ms. Noel said no.  
125

126 **Selectman Daniels made a motion to approve the six (6) abatements as presented. Seconded by Selectman Finan. All**  
127 **were in favor. The motion passed 5/0.**  
128

129 Marti Noel, Assessing Director, presented one (1) Land Use Change Tax for approval. This is a 27-acre parcel with an ac-  
130 tive gravel operation. The operator has entered into the “Phase 2” area, after completing “Phase 1”. The area encompassing  
131 phase 2 consists of approximately 5.4 Acres, which is the area now being removed from Current Use. Once it’s been re-  
132 claimed the applicant can go back into current use.

133  
134 **Selectman Daniels made a motion to approve the Land Use Change Tax for Map 42 Lot 1 as presented. Seconded by**  
135 **Selectman Freel. All were in favor. The motion passed 5/0.**  
136

137 **6:25 p.m. - Ambulance Staffing – Director, Eric Schelberg**  
138 TABLED UNTIL THE NEXT BOS Meeting.  
139

140 **6:40 p.m. - Request for Funding to assess the Milford Oval Band Stand – Dave Palance, Heritage Commission**  
141 **Chairman**

142 Dave Palance, Heritage Commission Chair said the Commission received three estimates for a conditions assessment for  
143 the Oval Bandstand based on a needs assessment for work needed. They would like to go with Ironwood Restoration who  
144 submitted a quote for \$1,800. The Commission is asking the Board of Selectmen to approve no more than \$2,400 to be paid  
145 to Ironwood Restoration LLC to provide a report of the existing condition of the Bandstand. This company came highly  
146 recommended by the NH Preservation Alliance and was the best product for the money, in the timeliest matter. Ironwood  
147 Restoration replicated the Claremont Bandstand (Gazebo) after it was decimated in a windstorm. The conditions report will  
148 provide critical information needed to move forward with repair and restoration work, and plan for future maintenance  
149 needs.  
150

151 Chairman Dargie said he would like documents that we can send out for bids; he asked if this was phase I. Mr. Palance  
152 said yes, this would tell us what needs to be done so we can get quotes. Mr. Palance said they received three bids, one for  
153 \$4,400 plus additional money for each drawing. Ironwoods quote was \$1,800 and the last one was from JR. Gaaton at \$250  
154 and Mr. Palance paid for it. It was a one-page report with not much credibility on it which is why he added 30% to the  
155 Ironwood report.  
156

157 Selectman Freel would like to table this until he can get more information. Selectman Daniels asked if this was a budgeted  
158 item. Mr. Palance said it’s not a budgeted item. Chairman Dargie asked where the money would come from. Administra-  
159 tor Shannon said we have some unfilled positions so we can use some money from there. He would rather not get into this  
160 practice. Chairman Dargie asked what would need to be done after this report is completed. Mr. Palance said he wasn’t  
161 sure. Things might have to be bid out separately depending on the skill set they may need. Administrator Shannon said  
162 once we find out what is needed; we can put out an RFQ. There was more discussion about what could be needed for the  
163 whole process.  
164

165 **Selectman Daniels moved to table the discussion. Seconded by Selectman Freel. The motion failed 2/3 with Select-**  
166 **man Dargie, Selectman Dudziak and Selectman Finan opposed.**  
167

168 Selectman Daniels wants more information about the process and where the money is coming from. Selectman Freel asked  
169 about a fundraiser to raise money. Selectman Finan said he assumes there will be a lot of fundraising for this project and he  
170 asked if the Town would be able to be reimbursed for any upfront money that they put into this. Mr. Palance said he didn’t  
171 see a problem with that. We just want to move forward with this.  
172

173 Selectman Daniels asked again, where the money coming from. Chairman Dargie explained the process and if it needs to be  
174 funded by the town it will be on next year’s warrants. There are some unfilled positions that this can come from. Adminis-  
175 trator Shannon said he doesn’t want to get in the habit of doing that. Selectman Freel said \$1,800 is a lot of money for an  
176 assessment list of what is needed to be done.  
177

178 Selectman Dudziak moved to approve no more than \$2,400 for a summary of the existing conditions report on the  
179 Milford Oval Bandstand by Ironwood Restoration LLC. Seconded by Selectman Finan. The motion passed 3/2 with  
180 Selectman Daniels and Selectman Freel opposed.

181  
182 **6:55 p.m. – Request Approval to appoint Andrea Kokko Chappell as a Full Member of the Zoning Board of Ad-**  
183 **justments – Term Expires 2025.**

184 Ms. Kokko Chappell resident for over 40 years. She has always wanted to serve on a Town board and feels that the ZBA  
185 would be a good fit because of her real estate background. She wants to help the community and its residents and feels she  
186 would be able to be impartial. She will recuse herself from voting if there is a conflict.

187  
188 Selectman Daniels asked if Ms. Kokko Chappell had a philosophy that she will apply to zoning. Ms. Kokko Chappell  
189 wants to see people get the highest and best use of their property the correct way. Chairman Dargie suggest Ms. Kokko  
190 Chappell get involved in any training offered.

191  
192 **Selectman Daniels made a motion to appoint Andrea Kokko Chappell as a Full Member of the Zoning Board of Ad-**  
193 **justments Term expires 2025. Seconded by Selectman Freel. All were in favor. The motion passed 5/0.**

194  
195 **3. PUBLIC COMMENTS (regarding items that are not on the agenda)**

196 Kathy Parenti, a Library Trustee, said they expanded their evening hours. They will be including Thursday evenings until  
197 7:30 pm. They will now be open in the evenings on Tuesdays, Wednesdays, and Thursdays. She asked if the town was  
198 still looking for a grant writer. Administrator Shannon said he would talk to HR.

199  
200 Selectman Freel asked if the Trustees have a plan to move forward to do the electrical upgrades with the money they were  
201 going to put towards the warrant article. That would bring the cost for another warrant article down lower. Ms. Parenti said  
202 there may be potential ARPA funds available for the Library. Mrs. Sheehan said that the county was getting ARPA funds  
203 for around \$80,000,000. They may be able to apply for some of those funds. The filing period starts in April. Ms. Parenti  
204 said they have a meeting in April and she would bring forward the electrical ideas.

205  
206 **4. DECISIONS**

207 **a) CONSENT CALENDAR**  
208 1. Approval of Report of Appropriations Voted MS-232

209  
210 **Selectman Dudziak made a motion to approve the consent calendar. Seconded by Selectman Finan. All were in fa-**  
211 **vor. The motion passed 5/0.**

212  
213 **b) OTHER DECISIONS**

214 1. Request for Update to the Board of Selectmen’s Representatives Listing 2022 – 2023 Boards, Commissions, etc. (Draft  
215 Listing)

- 216 • Conservation Commission - Selectman Dudziak (Liaison)
- 217 • Economic Development Advisory Committee - Selectman Dargie (Voting member)
- 218 • Granite Town Media - Selectman Finan (Voting member)
- 219 • Heritage Commission - Selectman Dargie (Voting member)
- 220 • Joint Loss Management Committee - Selectman Daniels (Liaison)
- 221 • Library Trustees - Selectman Dudziak (Liaison)
- 222 • NHMA (Varied) – Town Administrator John Shannon & Selectman Dargie (Alternate)
- 223 • MACC Base - Captain Frye (Voting member)
- 224 • Planning Board - Selectman Finan (Voting member)
- 225 • Recreation Commission - Selectman Freel (Liaison)
- 226 • Recycling/Solid Waste Committee - Selectman Daniels (Voting member)
- 227 • Traffic Safety Committee - Selectman Daniels (Voting member)
- 228 • Zoning Board of Appeals - Selectman Freel (Liaison)
- 229 • Manifest Sign Off - Selectmen Finan & Selectmen Dargie (Alternate)
- 230 • Payroll Sign Off - Selectmen Freel & Selectman Dudziak (Alternate)

231

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 03/28/2022

232 2. Commercial Yard Waste – Public Works Director, Leo Lessard  
233 Mr. Lessard would like to have yard waste, (leaves and brush) be for residents only, no commercial. For the last few years  
234 the town has paid to remove this and this year they worked a deal with Mr. Trombly to remove it. The town residents  
235 shouldn't have to pay to have this removed from the Transfer Station when commercial companies are being paid to remove  
236 it and can dump it at the Transfer Station for free. Both brush and leaves have been combined the last few years and it's  
237 made a mess. He is now having them stored separately.  
238  
239 Selectman Dargie asked where would the commercial operators would go to dump if they couldn't do it at the Transfer Sta-  
240 tion. Mr. Lessard said that is their problem. Selectman Freel said they could go to the Chappell Farm and dump where  
241 people pay. Selectman Dargie doesn't want to leave people out to dry. Mr. Lessard said there isn't a way to police the piles.  
242 If they can keep things separate, they are hoping they can get rid of it. Selectman Dargie asked how much expense would  
243 we avoid by doing it this way. Mr. Lessard said he didn't know.  
244  
245 Selectman Dudziak asked if the contractors can pay to dump. Mr. Lessard said yes, but it would be a lot. If the Transfer  
246 Station had a revolving fund that stays at the Transfer station then he would have no problem with it. A revolving fund  
247 would help with a lot of stuff to be done at the Transfer Station.  
248  
249 Selectman Freel asked about setting up a revolving fund. Mr. Calabria said the con is the first year you set it up, then you  
250 take the money out of your revenue base which bumps the tax rate up the first year. The pro is that it builds up over time  
251 and can be used for repairs. It would need to be a warrant article for next year.  
252  
253 Chairman Dargie is in favor of tabling this and allowing businesses to come in and comment on it. Selectman Freel said  
254 spring cleanup is being done in a month. Selectman Freel said it would be nice to give them some warning. Chairman  
255 Dargie agrees with having a warning period. Selectman Freel suggested having the commercial haulers show that they are  
256 on a town job and not an out-of-town job.  
257  
258 Chris Labonte, a Milford resident, said this will go back on the taxpayers in Milford. He doesn't charge his customers for  
259 the leaves that he is taking from their property. If he has to pay to dump it, he will have to bring it back to the customer. If it  
260 gets shut off for commercial haulers, he's going to suggest to his customers that they pile up their stuff on the side of the  
261 road so the town will pick it up using their trucks and labor on the town-wide cleanup day. The \$13,000 cost was presented  
262 to the Board as, we can grind this and make a profit out of it, and that didn't happen. Combining the piles costs the taxpay-  
263 ers more. He doesn't see a reason to charge contractors. We can stockpile compost. He doesn't object to paying for the  
264 brush if there was a way to go over the scales or a permit fee. He thinks it's a disservice to the taxpayers if contractors have  
265 to pay to dump it somewhere else  
266  
267 Chairman Dargie said this is a major change and he's reluctant to jump into it. Selectman Freel asked if this was in the  
268 budget for this year. Mr. Lessard said no. Administrator Shannon said it was something that Mr. Lessard's predecessor  
269 tried out so it wasn't a permanent line item. The \$13,000 was to rent equipment which there is a line item for in the DPW  
270 budget. The money isn't for this particular job. Mr. Lessard said that he has \$20,000 in this line item to rent an escalator to  
271 do work around the town this year. If he has to use it to get rid of the leaves, there will be a lot of pipework that won't get  
272 done. Selectman Freel questioned additional money wasn't added to cover the cleanup. Mr. Lessard said it was never in the  
273 budget, they have been taking the money from other line items. it's a flat bottom budget. Administrator Shannon said Mr.  
274 Lessard wasn't involved in the budget as he has only been here less than 4 months. . Selectman Freel repeated that it would  
275 be nice to give people some notice. Administrator Shannon said if you don't do anything it's just status quo.  
276  
277 Selectman Daniels asked if they were still selling compost. Mr. Lessard said no, they give it away. Chairman Dargie said  
278 the contractors should be given notice because they have agreements with people already in place.  
279  
280 Michael Knowles, a Milford resident, asked if we have prices on what it cost to mix that pile up a few years ago when it  
281 was just brush for chipping. Mr. Lessard said no. Chris Labonte said between \$5,000 to \$7,000. Mr. Knowls said they add-  
282 ed other things to the brush pile and that made the price go up. If you just have the brush it drops back to \$7,000 not allow-  
283 ing for fuel increases. You can make money with yard waste, leaves, and compost and we've never sold it before, has any-  
284 one asked about this? Administrator Shannon said no. Mr. Knowles asked if the Board members have a spot to put yard  
285 waste at their houses? Most people do, but some don't have that luxury. He has a dump truck and if he shows up to dump



DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 03/28/2022

286 it, is he going to be looked at every time he hauls brush from his house? Let's go this season with separating the pile again,  
287 and see how it goes. He is sure landscaping contractors wouldn't mind paying to have commercial stickers to dump. We  
288 allow commercial trash companies to come and dump, why are we going to shut it off to the landscapers.

289  
290 Administrator Shannon said commercial trash companies go across the scale and dump. You can't do that hauling leaves.  
291 Mr. Lessard said it would have to be charged by the cubic yard. Chairman Dargie asked if there were towns that charge a  
292 set price for a sticker per year? Mr. Lessard said Nashua does a sticker but you still pay a tipping fee.

293  
294 Selectman Daniels said someone on chat asked "why not make a plan for the cleanups in the Fall, that would give enough  
295 time to implement something"? Chairman Dargie likes that idea. Selectman Freel is for the change, but give time to im-  
296 plement the changes. Selectman Daniels said we can start by separating things like we used to do. Mr. Lessard said it  
297 would have to be policed. Selectman Freel said there has to be someone that can direct people. Mr. Lessard said they have  
298 3 people there and one is in the scale house all day. Selectman Daniels said we have a new volunteer policy now so we can  
299 take in people.

300  
301 Chairman Dargie said he would like to implement this around the 1<sup>st</sup> of August. Selectman Freel said it has to be earlier,  
302 like the beginning of July. Chairman Dargie said contractors need notice and he would also like the Recycling Committee  
303 to discuss this. Mr. Lessard said they have discussed this and they are for it.

304  
305 Administrator Shannon said they will work out a process and get back to you. Selectman Freel suggests a large sign, "no  
306 commercial dumping after this date". It doesn't have to be a big deal.

307  
308 Ken Marshall, Fire Chief, said this has to be cleaned up before we do fireworks because they are set off at the Transfer Sta-  
309 tion. The leaf pile needs to be moved as well or we can't have fireworks. The pile is usually shut down about a week be-  
310 fore chipping.

311  
312 Mr. Labonte said the town is always talking about bringing in revenue and helping the downtown business, the landscaping  
313 companies should fall under that same category. This will affect the public.

314  
315 Michelle Knowels, a Milford resident, asked if we had to pay for the materials that Mr. Trombly took away last year. Mr.  
316 Lessard thought that it cost \$13,000 to grind the materials and Mr. Trombly bought the materials for around \$9,000, so it  
317 ended up costing the town \$4,000. This time recently, it didn't cost the town anything because Mr. Trombly said he would  
318 pay for everything and haul it out as long as he could have the materials. We can't bank on this in the future. Chairman  
319 Dargie asked Mr. Lessard to ask Mr. Trombly if he plans on wanting more. If the stuff is coming and going for free, then  
320 we don't have a problem.

321  
322 Ms. Knowels said if we paid \$13,000 for the machine to grind the materials and then someone paid more than half that to  
323 take the materials and he came in and offered to take the recent materials, one would think that there is some monetary val-  
324 ue to this. it's worth looking into.

325  
326 Mr. Labonte asked if we knew how many thousand yards of grindings Mr. Trombly took this year before grinding his pile.  
327 Mr. Lessard said it was about 200 yards and it was of no use to the town.

328  
329 Chairman Dargie said he would like more information about this before proceeding. He suggests the Town Administrator  
330 think about it more and come up with a plan on what our expected cost would be with and without the contractors and also  
331 talk to Mr. Trombly to see what kind of a deal can be done. Selectman Freel said there should be a way for someone at the  
332 transfer station to stop the out-of-town dumping.

333  
334 **5. TOWN STATUS REPORT –**

335 **1. 2022 Town Goals –**  
336 Administrator Shannon reviewed his goals for this year. Selectman Daniels asked if anything going on at Waste Water was  
337 within the Town Administrators' goals. Administrator Shannon said no as far as projects but having DPW and Water Utili-  
338 ties working together on road repairs yes. He doesn't directly oversee this, it's between the directions of those departments.  
339

340 Selectman Daniels asked about road paving. Administrator Shannon said he spoke with DPW and they will be starting with  
341 the \$700,000 and getting a list together for a three-year plan. They are also looking at the infrastructure bill because there is  
342 a lot of money out there.

343  
344 Chairman Dargie handed out an updated list of Board goals from the last meeting. He added a few things. Selectman Freel  
345 said the process for emailing the voters' guides should be completed sooner than later. Tina Philbrick, the Executive Assis-  
346 tant, said she spoke to the Town Clerk about sharing her e-mail listing and she can't do that so we are looking at other ave-  
347 nues but it will take time. Chairman Dargie said it's illegal for DMV information to be shared.

348  
349 Chairman Dargie said he would like to talk about the Police Department body and dash cams in the fall. He is highly in  
350 favor of having these. Selectman Freel asked for a rough idea of the cost. Mike Viola, Chief of Police, said the last quote  
351 was around \$200,000 for body cams. Selectman Freel asked what would be more important, body cams or dash cams.  
352 Chief Viola said it depends. Everyone would have to wear them. He can get an updated quote. There was some discussion  
353 about using ARPA funds, but Administrator Shannon said with the current rules, it may be stretching it a bit to include  
354 body cams. Chief Viola said vehicle cameras only catch you if you are right outside the vehicle, they are good for stops.  
355 You won't catch anything in the house.

356  
357 Selectman Finan asked if the video from the cam was immediately public information? Chief Viola said no, it could be  
358 evidence later. It could be subject to 91:A later. Selectman Freel asked if other towns our size use body cams. Chief Viola  
359 said Hollis, Nashua, and the State Police are going to them if they haven't already.

360  
361 Chairman Dargie wants the other Board members to bring back 2 or 3 goals for the year from the list provided, or some-  
362 thing different, to be deliverable for this year.

363  
364 **6. DISCUSSIONS**

365 **1. Board Orientation**

366 Selectman Daniels provided a list of nine items that are needed for Orientation for new BOS Members. Ms. Philbrick said  
367 that all items on that list are on the Town's Web site under the HR section, she will be happy to walk anyone through them  
368 if needed. Chairman Dargie asked Ms. Philbrick to send the link via e-mail to the Board.

369  
370 **7. PUBLIC COMMENTS. (Regarding items that are not on the agenda)**

371 Janet Langdell, a Milford Resident, asked about the Milford Marker. Administrator Shannon said he would like to wait and  
372 talk to Lincoln and DPW to get more information. Ms. Langdell said she saw on FaceBook that the old marker was going  
373 to be placed this spring at the Milford Historical Society. This was something that was decided in April of 2019. She  
374 thought other locations might be available, like the new east entrance of Keyes Memorial Park or the oval. She asked for  
375 reconsideration of the location. Administrator Shannon will put it on the next agenda for discussion.

376  
377 **8. SELECTMEN'S REPORTS/DISCUSSIONS**

378  
379 **a) FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES**

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

381  
382 **9. APPROVAL OF FINAL MINUTES – Selectman Dargie moved to approve the minutes of March 14, 2022, as**  
383 **amended. Seconded by Selectman Daniels. The vote was 4/0/1 with Selectman Finan abstaining.**

384  
385 **10. INFORMATION ITEMS REQUIRING NO DECISIONS.**

386 **a. Treasurer's Report – February 2022**

387 **b. The Local Hazard Mitigation Plan Update approved by the Governor and Executive Council in December 2019 between**  
388 **the Town of Milford and the Department of Safety, Division of Homeland Security & Emergency Management has been**  
389 **extended 1 year**

390  
391 **11. NOTICES.** Notices were read.

392  
393 **12. NON-PUBLIC SESSION – A motion made by Selectman Freel to enter into a non-public session in accordance**  
394 **with (RSA 91-A:3, II(a)) Personnel. Seconded by Selectmen Dudziak. A roll call vote was taken with Selectman**  
395 **Dargie yes, Selectman Daniels yes, Selectman Dudziak yes, Selectman Freel yes, and Selectman Finan yes. All were**  
396 **in favor. The motion passed 5/0.**

397 In non-public, the Board discussed one item pertaining to Personnel. No decisions were made.  
398

399 Selectman Daniels made a motion to seal the non-public minutes of March 28, 2022, under reputation. Seconded by  
400 Selectman Freel. All were in favor. The motion passed 5/0. The minutes were sealed under reputation because it  
401 would affect adversely the reputation of any person other than a member of this board.  
402

403 13. ADJOURNMENT: Selectman Daniels moved to adjourn at 8:15 pm. Seconded by Selectman Freel. All were in  
404 favor. The motion passed 5/0.  
405

406 \_\_\_\_\_  
Paul Dargie, Chairman

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

407 \_\_\_\_\_  
408 \_\_\_\_\_  
409 Tim Finan, Vice-Chairman

\_\_\_\_\_   
Dave Freel, Member

410 \_\_\_\_\_  
411 \_\_\_\_\_  
412 Gary Daniels, Member

draft