

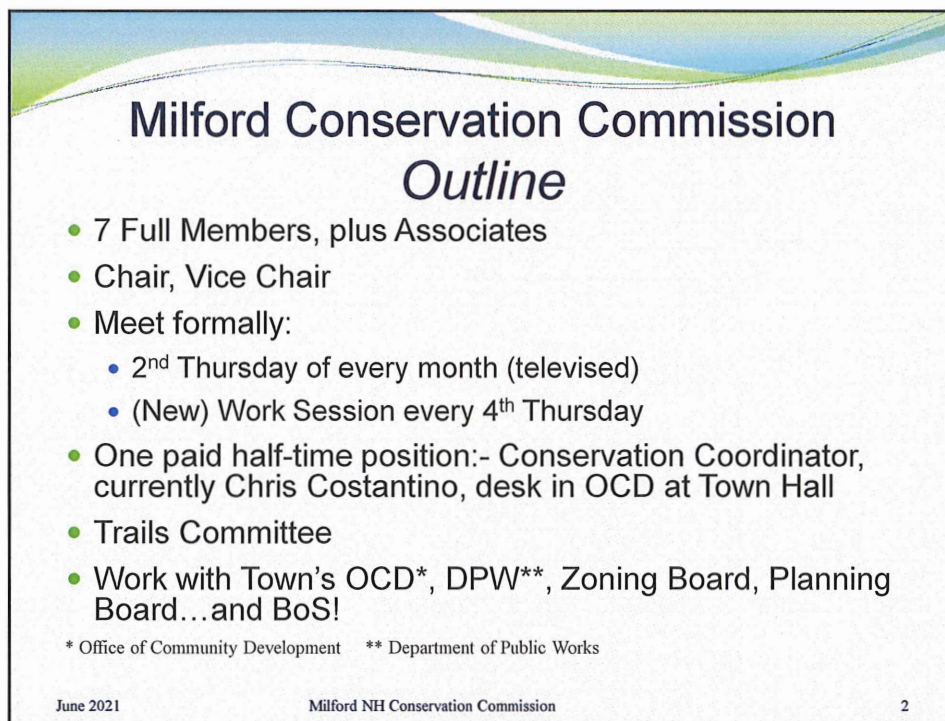
5:30 Conservation Commission Overview - John Yule



Milford Conservation Commission
Purpose

- Established by Town vote in 1968
- Responsible for the Proper Utilization & Protection of Natural Resources
- Responsible for the Protection of Watershed Resources
- Land Protection and Management
- Natural Resources Inventory
- Interaction with Wetlands Bureau
- Advisors to other Town Boards
- Education

June 2021 Milford NH Conservation Commission 1



Milford Conservation Commission
Outline

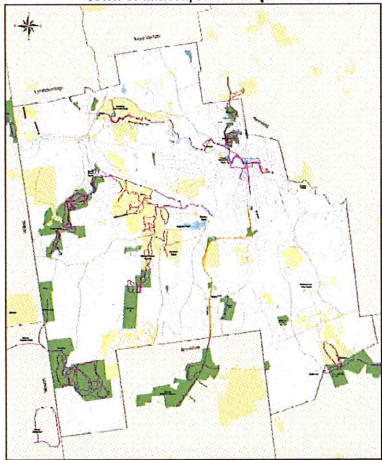
- 7 Full Members, plus Associates
- Chair, Vice Chair
- Meet formally:
 - 2nd Thursday of every month (televised)
 - (New) Work Session every 4th Thursday
- One paid half-time position:- Conservation Coordinator, currently Chris Costantino, desk in OCD at Town Hall
- Trails Committee
- Work with Town's OCD*, DPW**, Zoning Board, Planning Board...and BoS!

* Office of Community Development ** Department of Public Works

June 2021 Milford NH Conservation Commission 2

Conservation Commission *Land Protection*

**Existing and Future Trails Map
Town of Milford, New Hampshire**



- 1100 acres under Town ownership protected by Conservations Easements &/or Town Forest designation
- 19+ miles of Trails
- Hiking, Hunting, Snowmobiling

June 2021 Milford NH Conservation Commission 3

Conservation Commission – 2021 *Property Management*

- Permanently protected Mile Slip and Hitchiner Town Forests with a Conservation Easement which is held by New England Forestry Foundation.
- New 40 acre forest property generously donated to the Town by the Melendy Landowners Association.
- Purchased an additional 2 acres that buffers the Granite Town Rail Trail



June 2021 Milford NH Conservation Commission 4

Conservation Commission- 2021 *Trail Progress*

- Trails Committee repaired bridges on the trails.
- Granite Town Rail Trail has a tunnel under Melendy Road.
- Mile Slip – a new trail to the summit

A big 'Thanks!' to all the Trails Committee members and Trail Stewards.



June 2021 Milford NH Conservation Commission 5

Conservation Commission - 2021 *Hosted Events*

The annual Ghost Train Rail Trail Races were canceled in 2020. However, the registration fees completed the fundraising needed to install the new tunnel under Melendy Road. Plans for 2021 are ongoing.



June 2021 Milford NH Conservation Commission 6

Conservation Commission -2021 Public Outreach



- Pumpkin Festival 2021 will hopefully return to the calendar
- Partner with Milford Thrive programs
- Continue the 4th Saturday Hike Schedule
- Milford Middle School Health Fair

June 2021

Milford NH Conservation Commission

7

Conservation Commission – 2021 Training (partial)

- Trail design techniques
- Updated wetland rules training
- NH Annual Conservation Commission Meeting and Conference
- New Hampshire Association of Natural Resource Scientists annual conference
- New England Stewardship Network Workshop
- Invasive Species


June 2021

Milford NH Conservation Commission

8

Conservation Commission 2021 Warrant Article


- Residents voted to establish a revolving fund to manage the revenues generated from the annual Ghost Train Rail Trail Race. The fund is currently empty as it was used to construct and install the 9'x9' concrete tunnel under Melendy Rd. Additional funding was provided by private donations and a \$78,000 grant from the Recreational Trails Program.
- Due to pandemic hardship across the community, the MCC decided to not ask for funds to add to the Conservation Land Fund



June 2021 Milford NH Conservation Commission 9

Conservation Commission Current/recent activities

- Working with OCD on Conservation Easement for land behind Brookstone Apartments (off Elm St) and Souhegan River, colocated with proposed Dog Park
- Costing for safety enhancements of Armory Rd GTRT crossing
- Started meeting twice a month to accommodate need for quicker feedback on IDRs to Planning Board
- 4th Saturday birding hike May 20th – well attended
- Tucker Brook TF – possible 2021 Timber Harvest
- Annual Easement monitoring
- Brox Easement
- Invasive Plant Species report



June 2021 Milford NH Conservation Commission 10

Conservation Commission

“One way to open your eyes is to ask yourself, ‘What if I had never seen this before? What if I knew I would never see it again?’”
-Rachel Carson, *Silent Spring*



“You cannot get through a single day without having an impact on the world around you. What you do makes a difference, and you have to decide what kind of difference you want to make”
-Jane Goodall

June 2021 Milford NH Conservation Commission 11

Conservation Commission

END

June 2021 Milford NH Conservation Commission 12

TOWN OF MILFORD

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



Date: June 10, 2021

To: Board of Selectmen

John Shannon, Town Administrator

From: Lincoln Daley, Community Development Director

Arene Berry, Recreation Director

Subject: Milford Regional Community Center Feasibility Study & Keyes Memorial Park Improvements

The purpose of this agenda item is to provide an update on the status of the Feasibility Assessment for a regional, multi-generational community center and to discuss the preliminary findings and recommendations. The Town's consultant, The Turner Group, will provide a brief presentation followed by a discussion with the Board members.

Attached, please find a copy of the presentation for your review and discussion.

Please don't hesitate to contact me and/or Ms. Berry with any questions.

One Park, *Infinite Possibilities*

Findings and Recommendations Summary:
Feasibility Assessment for a Regional Community
Center in the Town of Milford

6.14.21



Introductions

The H. L. Turner Group

Bill Hickey, *Senior Vice President of Structural Engineering, Principal*

Dan Hall, AIA, RA, *Project Architect, Associate*

Doug Proctor, AIA, NCARB, LEED AP BD + C, *SVP of Architecture, Principal*

Jesele Zurell, *Marketing Manager*

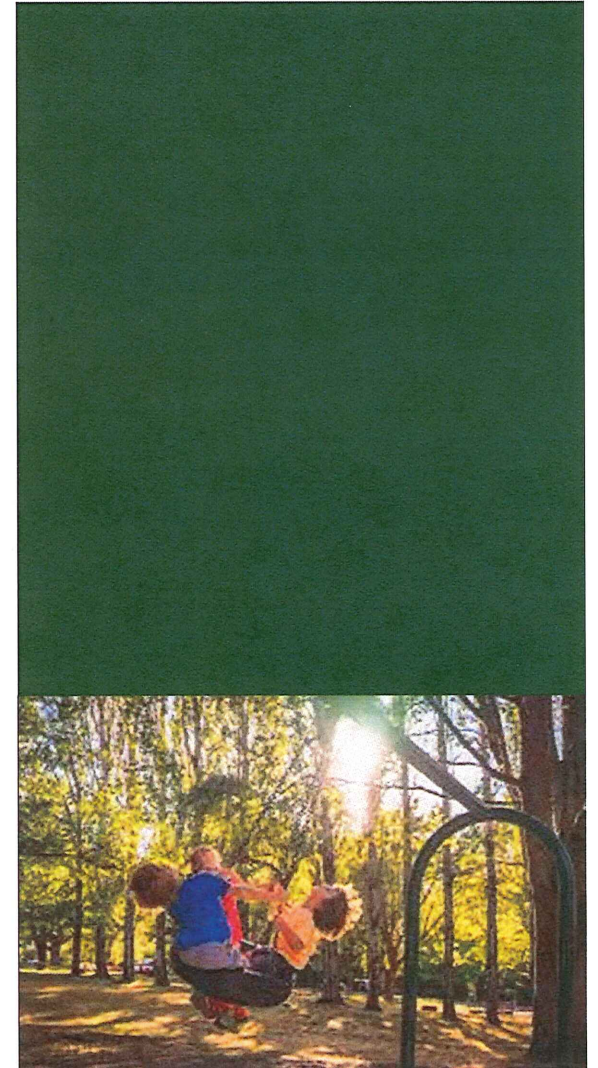
Ironwood

Jeffrey Hyland, PLA, ASLA, CLARB

Firm Principal, Senior Landscape Architect

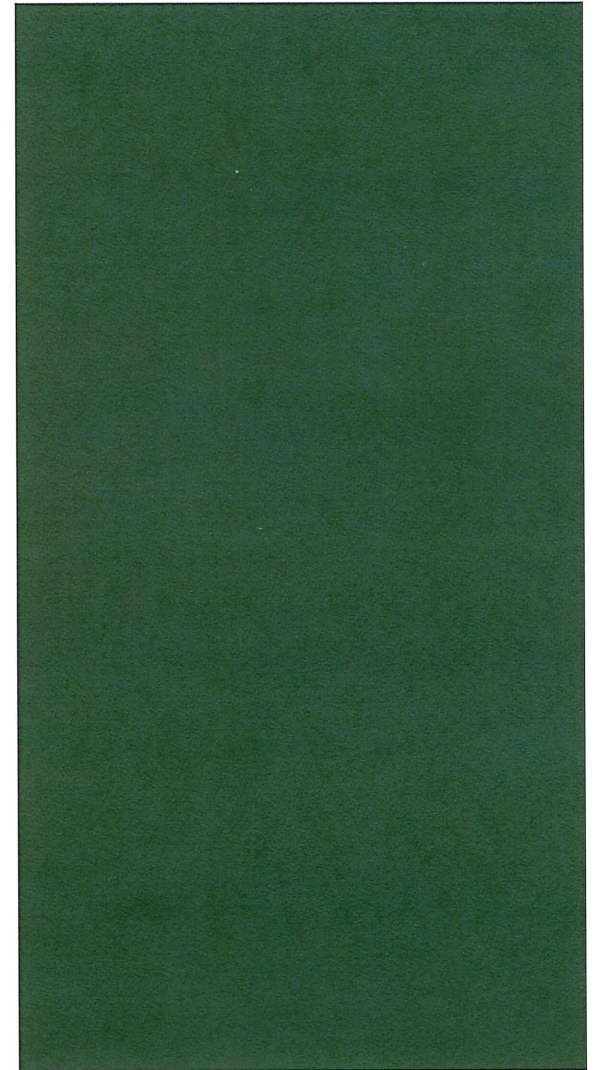
Why we're here:

The Town of Milford Recreation Director and Community Development Director have engaged with The Turner Group, Ironwood, and Turnstone for a feasibility study, and to gather community input about what public interests and needs might be served through making updates to Keyes Memorial Park and 127 Elm Street. This evening, we'd like to discuss findings and recommendations.



Recommendations:

- Remove the existing non-functional buildings at 127 Elm Street
- Install a paved, universally-accessible walkway around the park
- Significantly increase parking space, and explore the option of a through-road to better serve all that the property has to offer
- Using a phased approach, construct a regional, multi-generational community center to fulfill the town's needs
- Improve athletic fields to maximize playability while reducing recovery time and maintenance demands
- Provide new and expanded offerings and programs for residents of all ages
- Improve overall safety and security, and
- Relocate paved surfaces and park features that are currently in the floodplain





Public Outreach

- Three public meetings
- Stakeholder conversations with the **MCAA, the Milford School District, the Library, Granite Town Media, Milford Recreation Department, Milford Department of Public Works, Milford Recreation Commission, local intramural sports and dance organizations**, and more
- Public survey with over 200 responses

Survey Input

Most Requested Features:

- Paved, universally-accessible walking trail
- Multipurpose space with stage, kitchen, other amenities
- Aerobics/Dance/Yoga Studio
- Arts & Crafts programming
- Seniors Lounge

Additional Takeaways:

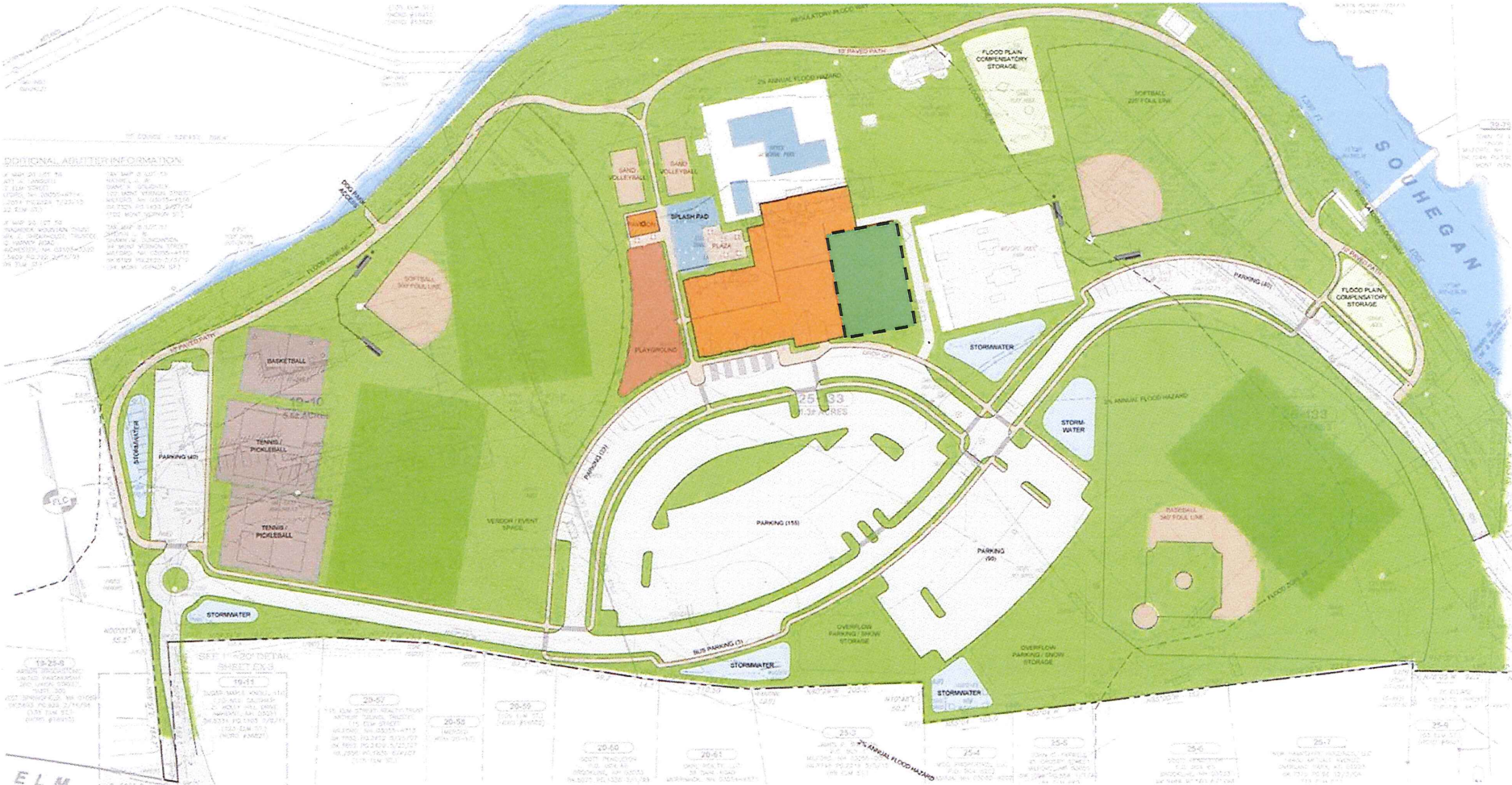
78% of respondents are in favor of building a new regional community center.

Widespread interest in making this a **regional** facility due to demand beyond our community. Respondents would travel up to 15 miles to access amenities.

After extended analysis of the existing buildings and site, and meeting with community groups, **here's what we recommend:**

ADDITIONAL SUBMITTER INFORMATION

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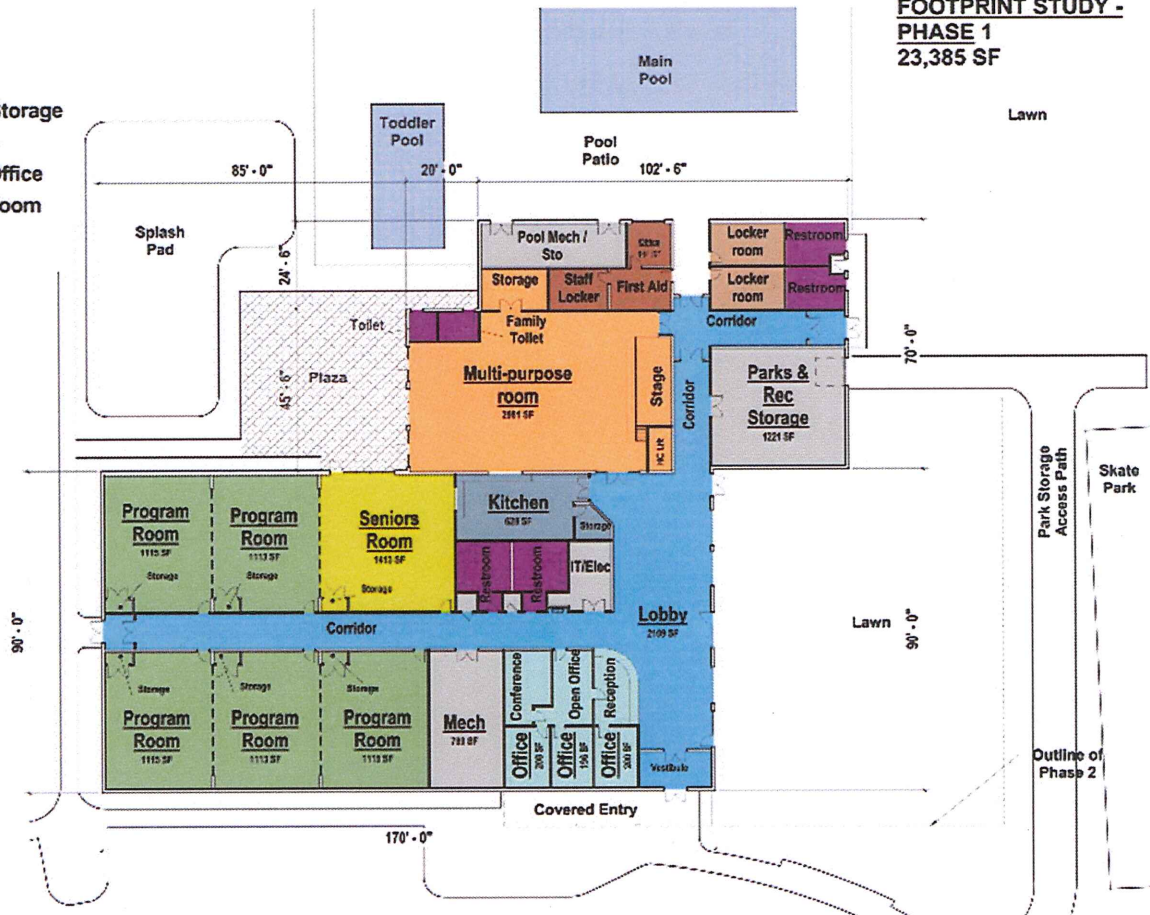


ELM

LEGEND

- Circulation
- Kitchen
- Mechanical / Storage
- Multi-Purpose
- Parks & Rec Office
- Pool Locker Room
- Pool Staff
- Program
- Restroom
- Seniors

**FOOTPRINT STUDY -
PHASE 1
23,385 SF**



To Demo or Not to Demo?

- The current structure has extensive issues that would need repair or require replacement, including **water damage, insulation issues, structural problems, security issues, general defacement, HVAC, water/sewer connections, and electrical.**
- Support beams inhibit the repurposing of the building as a truly multi-functional space, and significantly limit program opportunities and activities.
- If reused, the building would fall under the recreational state building code classification, **not** industrial, and thus would be required to comply with a higher standard of building construction.

New Building w/Gymnasium (28k s.f)

Estimated Project Construction and Soft Cost Conceptual Budget

Geotechnical services.....	\$12,000	Telecommunication Systems.....	\$80,000
Architecture & Engineering Fees.....	\$462,000	Furniture & Equipment.....	\$205,000
Construction Manager Fees.....	\$387,000	Miscellaneous Moving Cost.....	\$15,000
Building Construction.....	\$7,640,000	Miscellaneous Legal Fees.....	\$3,000
Site Work.....	\$710,000	Owner Construction Contingency.....	\$100,000
Building Demolition.....	\$125,000	Facility Support Services (Monitoring).....	\$30,000
Utility Fee.....	\$20,000	Building Commissioning.....	\$70,000
Independent Testing Agency.....	\$10,800	Bond Costs.....	TBD
Security & Access Systems.....	\$80,000	Total Project Costs (incomplete).....	\$9,989,800
Hazmat Abatement.....	\$40,000		

New Building w/o Gymnasium (20k s.f)

Estimated Project Construction and Soft Cost Conceptual Budget

Geotechnical services.....	\$10,000	Telecommunication Systems.....	\$70,000
Architecture & Engineering Fees.....	\$356,000	Furniture & Equipment.....	\$185,000
Construction Manager Fees.....	\$297,000	Miscellaneous Moving Cost.....	\$15,000
Building Construction.....	\$5,840,000	Miscellaneous Legal Fees.....	\$3,000
Site Work.....	\$710,000	Owner Construction Contingency.....	\$100,000
Building Demolition.....	\$125,000	Facility Support Services (Monitoring).....	\$30,000
Utility Fee.....	\$20,000	Building Commissioning.....	\$60,000
Independent Testing Agency.....	\$9,800	Bond Costs.....	TBD
Security & Access Systems.....	\$70,000	Total Project Costs (incomplete).....	\$7,920,800
Hazmat Abatement.....	\$40,000		


Renovation of Existing Building (36,750 sf)

Estimated Project Construction and Soft Cost Conceptual Budget

Geotechnical services.....	\$10,000	Telecommunication Systems.....	\$85,000
Architecture & Engineering Fees.....	\$578,800	Furniture & Equipment.....	\$215,000
Construction Manager Fees.....	\$414,000	Miscellaneous Moving Cost.....	\$15,000
Building Renovation/Upgrades....	\$7,350,000	Miscellaneous Legal Fees.....	\$3,000
Site Work.....	\$710,000	Owner Construction Contingency.....	\$225,000
Partial Bldg Demo. (Roof, Veneer).....	\$75,000	Facility Support Services (Monitoring).....	\$30,000
Utility Fee.....	\$20,000	Building Commissioning.....	\$80,000
Independent Testing Agency.....	\$9,800	Bond Costs.....	TBD
Security & Access Systems.....	\$85,000	Total Project Costs (incomplete).....	\$9,995,600
Hazmat Abatement.....	\$40,000		

Q&A

**6:05 – Recreation Commission Overview
- Verbal**



Radio 101

A brief overview of Radio Communication



2-Way
Communications Service
INCORPORATED

SINCE
1954

Elements of Successful Radio Communication

- Power
- Proximity
- Height (Line of Sight)

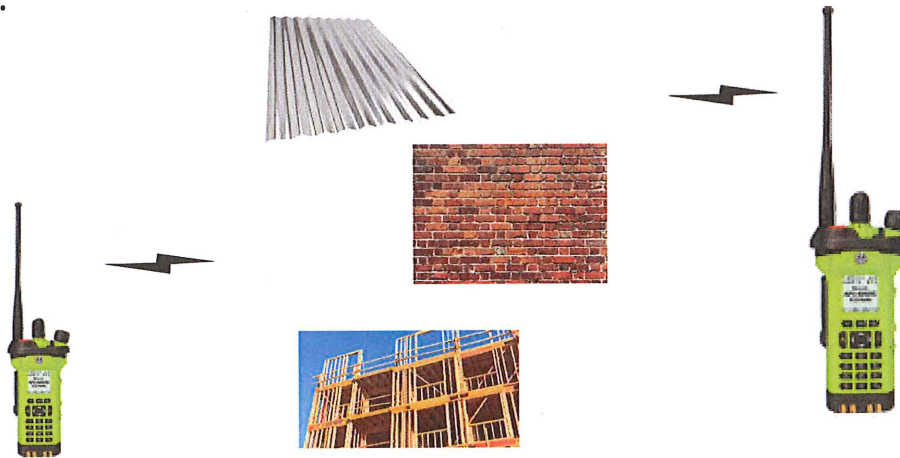
Always ask yourself "what is my radio talking to?" and "what is my radio listening to?"

Power can be used to overcome some communication obstacles.



RADIO 101 

Proximity usually produces the best signal but depends on the obstructions and frequencies in use.



RADIO 101 

Height increases line-of-sight which is an effective way to extend the coverage of a communication system.

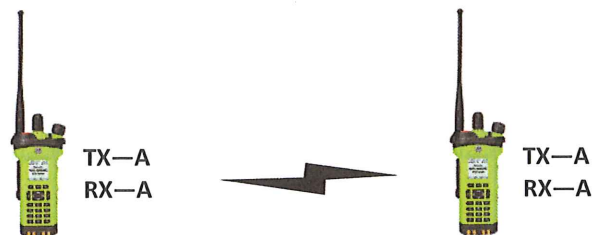


RADIO 101 

Simplex Operation

“Radio to Radio”

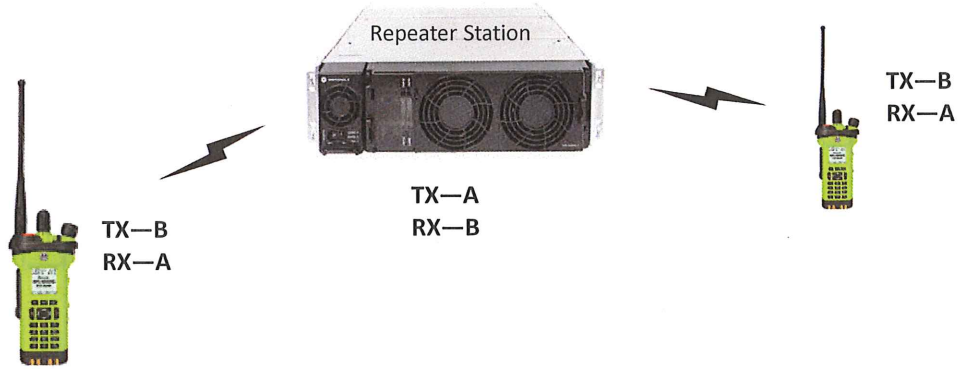
No fixed infrastructure



RADIO 101 

Duplex (Repeater) Operation

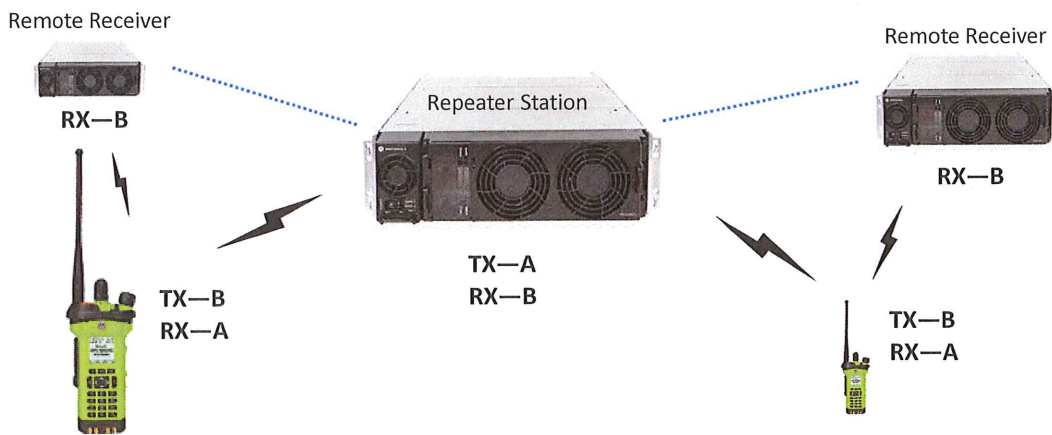
Repeater can leverage Elements of Successful Radio Communications to improve coverage.



RADIO 101 

Voting Operation

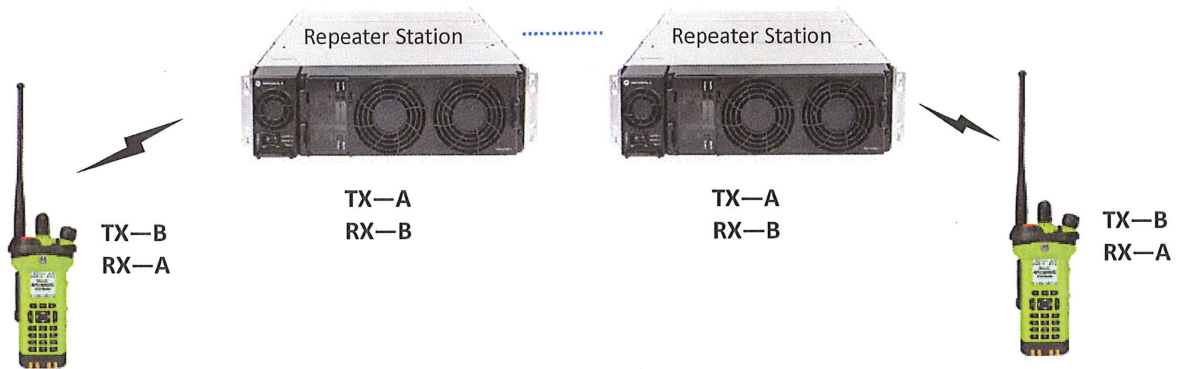
A Comparator can be used to correct for the power disparity between fixed stations and portable radios, effectively increasing system coverage.



RADIO 101 

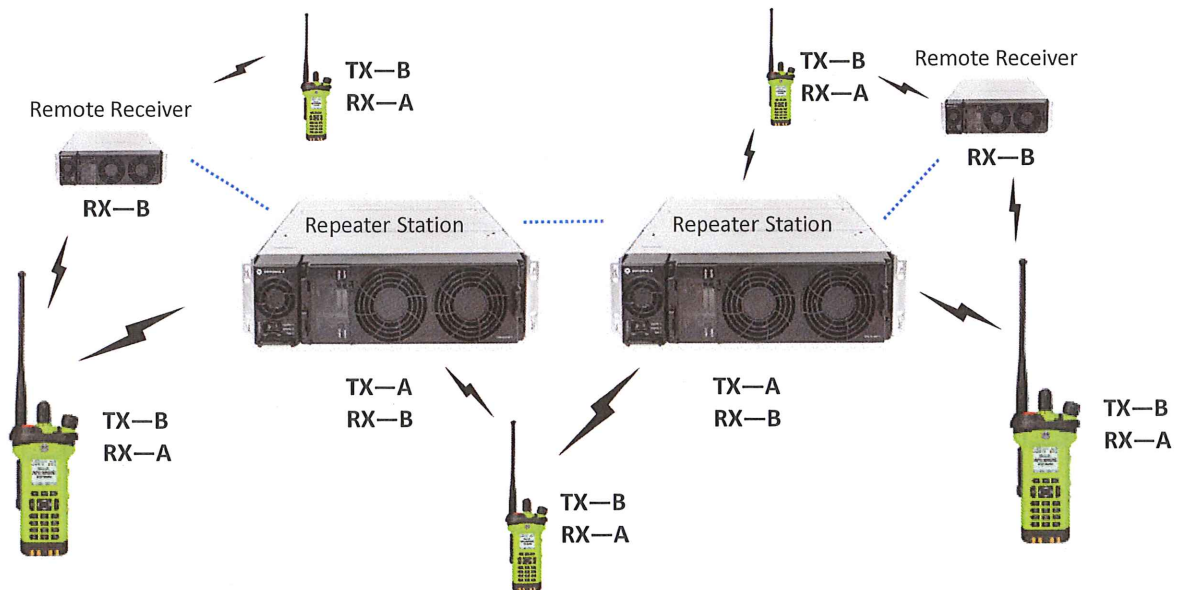
Simulcast Operation

Multiple fixed transmitters can be synchronized or "Simulcast" in order to extend the overall footprint of the system.



RADIO 101

System topologies can be combined to produce the desired system coverage.



RADIO 101

Questions, comments and discussion...

Always ask yourself "what is my radio talking to?" and "what is my radio listening to?"

RADIO 101 

Thank you

2-Way
Communications Service
INCORPORATED

SINCE
1954

4. a) 1) Approval of Sewer Wastewater Secondary Clarifier Replacement Mechanisms Bond

Ladies and Gentlemen:

In connection with the municipal bond that the Issuer is selling to the Bond Bank, we are attaching (i) the Loan Agreement by and between the Issuer and the Bond Bank; and (ii) the certificate regarding the adoption of a vote by the Issuer's Governing Body authorizing the Issuer to enter into the Loan Agreement with and sell its bond to the Bond Bank.

Please see the information below regarding virtual/remote meetings and the requirements for the same as well as electronic/facsimile signature requirements.

PLEASE PRINT FOUR (4) OF EACH ATTACHED DOCUMENT AND FOLLOW THE DIRECTIONS BELOW FOR THE SIGNING, SEALING AND DELIVERY OF THE SAME. PLEASE DO NOT ADJUST PAGINATION OR PRINT DOUBLE SIDED.

The Loan Agreement

While most of the Loan Agreement is self-explanatory, there are several matters we would like to call to your attention. First of all, you should examine Exhibit A to the Loan Agreement which sets forth the principal amount of the Bonds that will be sold to the Bond Bank and establishes the schedule for principal payments. Additionally, you should review Section 1(d) of the Loan Agreement which establishes the "maximum interest cost rate."

All of the copies of the Loan Agreement should be signed on behalf of the Issuer, where indicated, by (i) the chairman (or another authorized member) of its governing body (Board of Selectmen, School Board or Board of Commissioners); (ii) Issuer's Treasurer; and (iii) Issuer's Clerk. In addition, the Agreement should be affixed, where indicated, with the Issuer's seal. (If you do not possess a seal, please drop us a short email to this effect.) **Please be sure not to sign in the signature blanks provided for the New Hampshire Municipal Bond Bank's Chairman and Secretary. Additionally, please do not date the Agreements, either on page 1 or otherwise.**

THE LOAN AGREEMENT MAY INCLUDE ELECTRONIC OR FACSIMILE SIGNATURES SO LONG AS AT LEAST ONE SIGNATURE IS MANUALLY SUBSCRIBED.

Adherence to the time schedule set forth above is extremely important, not only for the Issuer's own bond issue, but also for the other bonds being purchased by the Bond Bank. For this reason, if you see any difficulty in adhering to this time schedule, please contact us immediately.

Thank you,
Renelle

Linda B. Lank

Legal Assistant to: Renelle L. L'Huillier, Esq. | Jenna G. Zullo, Esq.

15 North Main Street, Suite 300

Concord, NH 03301

(603) 226-1000, x1719

Direct Dial: (603) 410-1719

llank@devinemillimet.com

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L O A N A G R E E M E N T

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AGREEMENT, dated the 13th day of July, 2021 between the New Hampshire Municipal Bond Bank, a public body corporate and politic constituted as an instrumentality of the State of New Hampshire exercising public and essential governmental functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 35-A of the New Hampshire Revised Statutes Annotated, as amended (hereinafter referred to as the "Act"), having its principal place of business in Concord, New Hampshire, and **Town of Milford** (hereinafter referred to as the "Governmental Unit"):

W I T N E S S E T H :

WHEREAS, pursuant to the Act, the Bank is authorized to loan money (hereinafter referred to as the "Loans") to the Governmental Unit and the Governmental Unit is authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal bonds (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit has requested a loan from the Bank in the amount of **\$1,459,000** (hereinafter referred to as the "Loan") and, to evidence the indebtedness to be incurred thereby, has duly authorized the issuance of its bonds in at least that principal amount (the "Municipal Bonds"), which Municipal Bonds are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (hereinafter referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit by the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

1. The following words or terms used herein shall have the following meanings:

(a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to paragraph VIII of Section 6 of the Act.

(b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used, determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding, as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which is equal to the principal amount of the Municipal Bonds outstanding.

(d) "Maximum Interest Cost Rate" shall mean an interest cost rate 2.50% per centum per annum.

(e) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(f) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan and to sell to the Bank the Municipal Bonds in the principal amount of the Loan. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of the Maximum Interest Cost Rate (as calculated by the "Interest Cost Per Annum" method) or at rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary votes and resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall be not less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. Such Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same becomes due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same becomes due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay any Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Governmental Unit agrees that any loan agreements previously entered into between the Bank and the Governmental Unit in connection with loan obligations previously undertaken and presently outstanding between the Bank and the Governmental Unit, are hereby amended so as to provide that the Governmental Unit shall make such funds available to the Bank with respect to the payment of interest and principal of each such loan obligation, if any, at least thirty (30) calendar days (inclusive of Saturdays, Sundays and holidays) prior to each interest or principal payment date pertaining thereto.

9. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and in the event of any sale or redemption prior to maturity of such Municipal Bonds thereafter, the same shall be in an amount equal to the aggregate of (I) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 11 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (I) hereof shall be the amount set forth in the resolution of the Bank. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest set forth in the resolution

of the Bank. In no event shall any such sale or redemption of Municipal Bonds be affected without the prior written agreement and consent of both parties hereto.

10. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion of bond counsel satisfactory to the Bank which shall set forth among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid general obligations of the Governmental Unit as required by the Act. The Governmental Unit shall bear the cost of such opinion.

11. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed.

12. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

13. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

14. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) the Governmental Unit has violated commitments made by it in its application and supporting document or has violated any of the terms of this Loan Agreement.

15. (a). The Governmental Unit agrees to furnish to the Bank annually as long as any of the Municipal Bonds remain outstanding such financial reports, audit reports and other financial information as the Bank may reasonably require.

(b). So long as the Governmental Unit shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Governmental Unit agrees to furnish to the Bank (1) such financial information and operating data with respect to the Governmental Unit at such times and in such forms as the Bank shall reasonably request in order to comply with the provisions of the Rule, (2) when and if available, the Governmental Unit agrees promptly to provide the Bank with its audited financial statements for each fiscal year and (3) the Governmental Unit agrees to provide to the Bank in a timely manner, notice of any of the following events with respect to the Municipal Bonds, if material:

- (a) Principal and interest payment delinquencies.
- (b) Non-payment related defaults, if material.
- (c) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (e) Substitution of credit or liquidity providers, or their failure to perform.
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Municipal Bonds, or other material events affecting the tax-exempt status of the Municipal Bonds.
- (g) Modifications to rights of the beneficial owners of the Municipal Bonds, if material.
- (h) Bond calls, if material, and tender offers.
- (i) Defeasance of the Municipal Bonds or any portion thereof.
- (j) Release, substitution or sale of property securing repayment of the Municipal Bonds, if material.
- (k) Rating changes.
- (l) Bankruptcy, insolvency, receivership or similar event of the Government Unit.
- (m) The consummation of a merger, consolidation, or acquisition involving the Government Unit or the sale of all or substantially all of the assets of the Government Unit, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (o) Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.

The Governmental Unit agrees that from time to time it will also provide notice to the Bank of the occurrence of other events, in addition to those listed above, if such other event is material with respect to the Municipal Bonds.

The Governmental Unit will provide, in a timely manner, to the Bank, notice of a failure to satisfy the requirements of this Section.

The intent of the Governmental Unit's undertaking pursuant to this Section is to facilitate the Bank's ability to comply with the requirements of the Rule. Accordingly, the Governmental Unit agrees to provide the Bank with any additional information the Bank may reasonably require in order to comply with the requirements of the Rule, as in effect from time to time.

To the extent the Rule no longer requires issuers of municipal securities to provide all or any portion of the information the Governmental Unit has agreed to provide pursuant to this Section, the obligation of the Governmental Unit to provide such information pursuant to this Section also shall cease immediately.

The sole remedy available to the Bank or to any other person for the failure of the Governmental Unit to comply with any provision of this Section shall be an action for specific performance of the Governmental Unit's obligations under this Section.

16. The Governmental Unit shall not take, or permit to be taken, any action or actions that would cause any Municipal Bond to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as from time to time in effect (the "Code") or a "private activity bond" within the meaning of Section 141(a) of the Code or that would cause any Municipal Bond to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or that would otherwise cause interest on the Municipal Bonds to become included in gross income of the recipient thereof for the purpose of federal income taxation.

The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Unit on the Municipal Bonds shall be excluded from gross income of the recipient thereof for the purpose of federal income taxation under any valid provision of law and to assure that the Municipal Bonds shall not be "private activity bonds" within the meaning of Section 141(a) of the Code, including the preparation and filing of any statements required to be filed by the Governmental Unit in order to maintain such exclusion.

17. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

18. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

19. No waiver by either party of any term or conditions of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

20. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

NEW HAMPSHIRE MUNICIPAL BOND BANK

Attest:

By _____
Secretary, NHMBB

(NHMBB SEAL)

By _____
Chairman, NHMBB Board of Directors

Attest:

By _____
Member, Board of Selectmen

By _____
Town Clerk

By _____
Town Treasurer

(Town SEAL)

EXHIBIT A
MATURITY SCHEDULE
Town of Milford
15 year Level Principal
Governmental Unit's Bonds

Due	Principal Amount
8/15/2022	104,000
8/15/2023	100,000
8/15/2024	100,000
8/15/2025	100,000
8/15/2026	100,000
8/15/2027	100,000
8/15/2028	95,000
8/15/2029	95,000
8/15/2030	95,000
8/15/2031	95,000
8/15/2032	95,000
8/15/2033	95,000
8/15/2034	95,000
8/15/2035	95,000
8/15/2036	95,000
8/15/2037	
8/15/2038	
8/15/2039	
8/15/2040	
8/15/2041	
8/15/2042	
8/15/2043	
8/15/2044	
8/15/2045	
8/15/2046	
Total Proceeds	1,459,000

ORIGINAL WARRANT

**4. a) 2) Approval of Gravel Tax Levy
Map 42 Lot 1 and Map 50 Lot 4-4**

GRAVEL TAX LEVY

TAX YEAR: APRIL 1, 2020 - MARCH 31, 2021

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY, SS

TO: Kathy P. Doherty, Collector of Taxes for

TOWN OF MILFORD, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$1,304.34** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF MILFORD, NH

Gary Daniels

Chris Labonte

Paul Dargie

Laura Dudziak

David Freel

DATE: June 14, 2021

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
Thomas Lorden c/o Leighton White 138 Elm St Amherst NH 03031	Map 42 Lot 1	20-303-03 E	\$1,304.34
TAXPAYER 2 ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 3 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 4 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 5 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00

DATE DUE: July 14, 2021

TOTAL DUE: \$1,304.34

TOWN OF MILFORD, NH

OFFICE OF THE TAX COLLECTOR
 1 UNION SQUARE
 MILFORD, NH 03055
 603-249-0655

6/14/2021

Map 42 Lot 1
 Operation # 20-303-03-E

Thomas Lorden
 c/o Leighton White
 138 Elm St
 Milford, NH 03055

EXCAVATION TAX ASSESSMENT PER RSA 72-B

Operation # 20-303-03-E

TAX YEAR: APRIL 1, 2020 - MARCH 31, 2021

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL			
Map 42 Lot 1				
	SAND	65,217	\$0.02	\$1,304.34
OPERATION NUMBER:				
Operation # 20-303-03-E				
	LOAM	0	\$0.02	\$0.00
ACCOUNT NUMBER:				
0	STONE PRODUCTS	0	\$0.02	\$0.00
SERIAL NUMBER:	OTHER	0	\$0.02	\$0.00
#				
	TOTAL EARTH:	65,217	TOTAL TAX:	\$1,304.34

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

***** 18% APR INTEREST WILL BE CHARGED AFTER July 14, 2021 ON UNPAID TAXES *****

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday - Friday 8:00 am to 4:00 pm

TOWN OF MILFORD, NH

OFFICE OF THE TAX COLLECTOR
 1 UNION SQUARE
 MILFORD, NH 03055
 603-249-0655

6/14/2021

Map 50 Lot 4-4
 Operation # 20-303-04-E

Spring Creek Sand and Gravel LLC
 c/o Leighton White
 138 Elm St
 Milford, NH 03055

EXCAVATION TAX ASSESSMENT PER RSA 72-B

Operation # 20-303-04-E

TAX YEAR: APRIL 1, 2020 - MARCH 31, 2021

PARCEL DATA	EARTH TYPE	CUBIC YARDS EXCAVATED	TAX PER CUBIC YARD	TAX DUE
PARCEL I.D./ TAX MAP NUMBER:	GRAVEL			
Map 50 Lot 4-4				
	SAND	126,196	\$0.02	\$2,523.92
OPERATION NUMBER:				
Operation # 20-303-04-E				
	LOAM	0	\$0.02	\$0.00
ACCOUNT NUMBER:				
0	STONE PRODUCTS	0	\$0.02	\$0.00
SERIAL NUMBER:	OTHER	0	\$0.02	\$0.00
#				
	TOTAL EARTH:	126,196	TOTAL TAX:	\$2,523.92

Per RSA 72-B:4 - Interest as provided in RSA 72-B:6 shall be charged 30 days after the bills are mailed.

***** 18% APR INTEREST WILL BE CHARGED AFTER July 14, 2021 ON UNPAID TAXES *****

APPEAL: Pursuant to RSA 72-B:13, an owner may, within 90 days of notice of the tax, appeal to the assessing officials in writing for an abatement from the original assessment, but no owner shall be entitled to an abatement unless he has complied with the provisions of RSA 72-B:8, RSA 72-B:8-a and RSA 72-B:9.

TAX OFFICE HOURS: Monday - Friday 8:00 am to 4:00 pm

ORIGINAL WARRANT

GRAVEL TAX LEVY

TAX YEAR: APRIL 1, 2020 - MARCH 31, 2021

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH COUNTY, SS

TO: Kathy P. Doherty, Collector of Taxes for

TOWN OF MILFORD, NH , in said county:

In the name of said State you are hereby directed to collect on or before thirty (30) days from date of bill from the person(s) named herewith committed to you, the Gravel Taxes set against their name(s), amounting in all to the sum of : **\$2,523.92** , with interest at eighteen (18%) percent per annum from the due date and on all sums not paid on or before that day.

Given under our hands and seal at TOWN OF MILFORD, NH

Gary Daniels

Chris Labonte

Paul Dargie

Laura Dudziak

David Freel

DATE: June 14, 2021

NAME & ADDRESS	MAP & LOT	OPERATION #	GRAVEL TAX DUE
Spring Creek Sand and Gravel c/o Leighton White 138 Elm St Amherst NH 03031	Map 50 Lot 4-4	20-303-04 E	\$2,523.92
TAXPAYER 2 ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 3 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 4 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00
TAXPAYER 5 ADDRESS ADDRESS TOWN, CITY, STATE ZIP	MAP & LOT	03-000-00-G	\$0.00

DATE DUE: July 14, 2021

TOTAL DUE: \$2,523.92

4. a) 3) Approval to host the 32nd Annual Milford Pumpkin Festival scheduled for October 8, 9, and 10, 2021.

Gary Daniels, Chair
Milford Board of Selectmen
1 Union Square
Milford, NH 03055

Dear Chair and Members of the Board,

The Granite Town Festivities Committee (GTFC) is requesting permission to act on behalf of the Town of Milford to hold the 32nd Annual Milford Pumpkin Festival scheduled for October 8, 9, and 10, 2021.

We respectfully request the following:

Permission for GTFC to act in the best interest of the Town of Milford and the Festival as lead agency in planning, coordinating and executing Festival activities and facilitating the participation of non-profits & businesses in the Festival;

Use of the following Town properties: Middle Street, The Oval, Emerson Park, Town Hall, Nashua Street, Keyes Field and Bicentennial Park. We also request that you approve the submitted Pumpkin Festival site map that designates the approved boundaries of the Pumpkin Festival event, and gives GTFC jurisdiction over these areas including public sidewalks with the designated area for the Pumpkin Festival only. We understand and acknowledge that as coordinators of this event on behalf of the town, however, that our jurisdiction does not include activities performed on private property;

Support of the Festival by Town Police, Fire, Public Works, and Ambulance Departments using any remaining support funds approved at the March 2020 Town Meeting; Authorization to work with Town departments on special considerations regarding traffic control, street closings and any other relevant safety or maintenance issue;

Permission to hold fund-raising raffles during the festival weekend and to put Pumpkin Festival banners on the bandstand;

Granite Town Festivities Committee is to be named as an additional insured party in the Town of Milford's liability coverage (Town of Milford to be named as an additional insured party in GTFC's liability coverage).

We understand that a two day waiver of the Open Container Ordinance #7.04.070 (only in relation to the Pumpkin Festival event and location) and permission to have an alcohol tasting activity to take place on the Community House Lawn on Friday and Saturday evenings from 5:30 to 9:00 pm was given to the Milford Rotary and Lions Club. As occurred at the 2017 festival, the tasting will be in a roped off area and attendees will be required to provide proper proof of legal drinking age. Additional liability insurances, naming the Town of Milford as additionally insured, to cover the activity and carry all necessary state licenses.

We are looking forward to the 2021 Milford Pumpkin Festival and look forward to your response. If you have any questions or concerns, please feel free to contact me. Thank you for your consideration of this event.

Sincerely,

Wade Scott Campbell, President, Granite Town Festivities Committee

Zoe Lantaff,
VP, Granite Town Festivities Committee

4. a) 4) NH RSA (31:95)b)) Request for Acceptance and Appropriation of Unanticipated Revenues under \$10,000

Board of Selectmen
Agenda Date: 6/14/21

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

Source	Amount	Purpose
City of Franklin, NH	\$ 300.00	Donation to the Milford Police Dept. for the IPMBA Mountain Bike training to cover the costs of 1 (one) Police Officer. See attached memo from the Police Chief.

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

None at this time.



Town of Milford

POLICE DEPARTMENT

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

Michael J. Viola
Chief of Police



To: John Shannon, Town Administrator
Board of Selectmen
From: Chief Michael J. Viola
Date: May 19, 2021
Ref: Unanticipated Funds from the City of Franklin.

On behalf of the Milford Police Department, I am respectfully requesting the Board of Selectmen to consider and approve unanticipated funds in the amount of \$300.00, (three hundred dollars), from the City of Franklin. These unanticipated funds are being paid to cover the cost of one Franklin Police Officer to attend the upcoming IPMBA Mountain Bike training that is being hosted by the Milford Police Department.

Your consideration in this request would be greatly appreciated.

5. Town Status Report – June 14, 2021

- 1. ARPA Funding** – The American Rescue Plan Act of 2021 created new Coronavirus State and Local Fiscal Recovery Funds to keep first responders, frontline health workers, and other providers of vital services safely on the job as states, local governments, Tribes, and territories to fight to rebuild Main Street economies. Once the Town receives the funding, the BOS will work to identify the most effective way to utilize these monies and will discuss this topic at the June 28th BOS Meeting.
- 2. Town Swimming Pool** – The Town swimming pool at Keyes Park will be opening during normal business hours. The pool will be opening on June 16, 2021 and registration for programs and passes is now open. It is necessary to put guidelines and procedures into place to address the health and safety of the community and staff due to the pandemic and these can be found on the Town webpage on the Recreation page. These procedures may change at any time in accordance with State guidelines and recommendations. Any questions or concerns can be directed to the Town Administrator's Office or to the Recreation Department.

9. Approval of Final Minutes May 24, 2021

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DRAFT
MINUTES OF THE MILFORD BOARD OF SELECTMEN MEETING
May 24, 2021

This meeting was conducted pursuant to the State of New Hampshire Emergency Order #12 pursuant to Executive Order 2020-04. As such, the meeting was conducted online and in person.

PRESENT: Gary Daniels, Chairman
Chris Labonte, Vice Chairman
Laura Dudziak, Member (Zoom)
Paul Dargie, Member (Zoom)
David Freel, Member

John Shannon, Town Administrator (Zoom)
Tina Philbrick, Executive Assistant (Zoom)
Nate Addonizio, Videographer

1. CALL TO ORDER, BOARD OF SELECTMEN INTRODUCTIONS & PUBLIC SPEAKING INSTRUCTIONS:
Chairman Daniels declared that an emergency exists and he was invoking the provisions of RSA 91-A: 2, III (b). Federal, state, and local officials have determined that gatherings of 10 or more people pose a substantial risk to the community in its continuing efforts to combat the spread of COVID-19. In concurring with their determination, he also finds that this meeting is imperative to the continued operation of Town government and services, which are vital to public safety and confidence during this emergency. As such, this meeting will be conducted with some members participating via Zoom and some members attending in person. Information for accessing this meeting can be found on the Town website in the red banner.

Chairman Daniels welcomed members of the public accessing this meeting remotely. Even though this meeting is being conducted in a unique manner under unusual circumstances, the usual rules of conduct and decorum apply. Public comments will be limited to five minutes per person. Any person found to be disrupting this meeting will be asked to cease the disruption. If the disruptive behavior continues thereafter, that person will be removed from the meeting.

All votes that are taken during this meeting must be done by Roll Call vote. Members who called in from home were asked to state their name and state whether there was anyone in the room with them during this meeting, which is required under the Right-to-Know law.

Roll call attendance: Selectman Dargie, yes, (zoom) no one is present. Selectman Dudziak, yes, (zoom) no one is present. Selectman Labonte yes, present in the BOS room, and Chairman Daniels yes, present in the BOS room. Selectmen Freel was not in attendance at this time. Selectman Freel joined the meeting at 5:35, he was present in the BOS room.

2. APPOINTMENTS – (Approximate times)

5:30 p.m. – Ambulance Transport Fee Increase (tabled from May 10, 2021) – Director, Eric Schelberg

Eric is proposing the Board adopt a 10% increase as follows, the last time an increase was proposed was in March 2019. This was tabled from May 10th so that Eric could respond to previous questions. Additional information included Write-off by the payer for 2019 and 2020 requested by Selectman Freel and revenue stream from 2019 requested by Selectman Dargie.

Selectman Labonte questioned that his numbers from Finance were slightly higher than what Eric gave. Eric gave a brief explanation of why they could be different and said if the numbers were higher, that's even better.

Chairman Daniels asked if insurance gets more expensive which makes the rates go higher. Eric said yes, EMS represents about not even 1/10 of the billings and revenue in the entire health care system.

Selectman Labonte asked what we gain by raising the rates, the only ones it will affect are uninsured. Eric said Medicare has a set rate and they pay 80% of the maximum rate of which 20% goes back to the patient. Medicaid also has a set flat rate and they write off the rest. Both will slowly move up. The commercial insured and uninsured will take the brunt of this. Insurance carriers tend to pay a little bit more however, they are also raising deductibles. The uninsured will take the brunt of any increase that is there but hardly any of the uninsured pay.

Selectman Labonte said Brookline doesn't charge for their ambulance services, it's something that is covered in the town budget. The ambulance is just seen as a revenue stream for the town. Eric said yes, out of the town's emergency services, the Ambulance department has a revenue stream that is available to it to charge for. They brought in over \$800,000 which represents about 12% of untaxable revenue for the town which is \$800,000 less on the tax roll. Selectman Labonte said he isn't in favor of an increase. He would be in favor of finding a more positive way for collection rates.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 5/24/2021

63 Selectman Freel isn't in favor of an increase. He doesn't understand why we are trying to make money. If we need money
64 in the town, we should go up on our taxes. It's like you are trying to make money on people who are injured and need help.
65 It would be different if the Ambulance was taking a loss. The town has its revenue, he repeated, we need more money, we
66 raise the tax rate. Eric said the department has been charging since the 1980s, it's a discussion for the Board to decide if we
67 should continue to charge or not.

68
69 Paul Calabria said some year-end adjustments and accruals that don't always get reflected in the final financials. He can't
70 speak to the difference because Munis is having connectivity issues. Selectman Freel asked Eric what his reasoning was for
71 the increase of 10%, it's going to bring in another \$80,000 to \$90,000. Do you know the amount of money that we don't
72 collect every year due to nonpayment? Eric said if we increase to 10% we will not be bringing in \$80,000 to \$90,000 be-
73 cause we have Medicare and Medicaid patients and they have a fixed flat rate that we have to write off so much. There will
74 also be a significant amount written off because of the uninsured. Our revenue will be far lower than the amount you are
75 suggesting. Selectman Freel still doesn't understand. Eric said what they have billed out has been consistently the same.
76 He feels that we are only going to see an increase on the collections side of the insured which is roughly 300 billable trans-
77 ports. We should go up because the cost of living is going up, as well as the cost of fuel, supplies, raises, etc. We are try-
78 ing to keep up with that if we are trying to offset our cost to the community. Selectman Freel still doesn't get it. Eric said
79 there is a revenue stream out there that is available to the town and for over 30 years we've tried to recoup our cost to offset
80 our cost to the community.

81
82 Selectman Labonte asked Eric if he breaks down the calls by the providers that are going to pay for it. Eric said yes he will
83 base his numbers on 2019 data because 2020 was an off-year. For 2019 we billed out 924 kinds of transport for Medicare,
84 139 were from Medicaid, 378 through insured, and uninsured was 54. There was some discussion of what they can't bill for
85 Medicare and Medicaid. Selectman Labonte said this puts a burden on the uninsured and those that have to make their de-
86 ductible through private insurance.

87
88 Chairman Daniels said the North East CPI population growth comes nowhere close to 10%. Eric agreed but they have not
89 raised their rates since 2019 so if you look at this from year over year, this would be a 5%. We have been down low for a
90 long time and have been trying to slowly increase it.

91
92 **Selectman Dargie made a motion approve the Ambulance Transport Fee Increase by 10%. Seconded by Selectman**
93 **Dudziak. A roll call vote was taken with Selectman Dargie, yes, Selectman Dudziak, yes, Selectman Labonte no,**
94 **Selectman Freel no, and Chairman Daniels yes. The motion passed 3/2 with Selectman Labonte and Selectman Freel**
95 **opposed.**

96
97 **5:40 p.m. – Scout House Discussion – Chairman David Palance, Heritage Commission**

98 The Heritage Commission looked at the windows at the Scout House per the request of the Board on behalf of the Scouts.
99 They found that the building is in need of repair. He gave a brief presentation. They plan to get the Scouts back into the
100 building in about a month and they have a maintenance plan to fix the building of the much-needed repairs. They deter-
101 mined that:

- 102 • Maintenance of the existing windows is preferable to replacement
- 103 • Vinyl has a shorter life span than wood and will need to be replaced more often
- 104 • Removing and replacing the existing windows has the potential to result in the need for additional work
- 105 • The exterior shows visible signs of deterioration

106
107
108 They would like to the restoration in phases to include a workshop for the community on restoring old houses. They will
109 be using volunteers in the community to help. The Selectman voted to allow \$3,500 for repairs and we can get well into the
110 plan for the money allotted.

111
112 Proposed Plan:

- 113 I. Perform Mechanical Maintenance on Windows (2): June 2021 \$ 750
- 114 • Removing the sash
- 115 • Scraping & priming excess paint from edges & meeting rails
- 116 • Spot priming
- 117 • Replacing a broken pane
- 118 • Add weather stripping
- 119 • Re-roping & hanging sash

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 5/24/2021

- 120 • Final check for smooth operation
- 121 II. Workshop I&II: Restore Remaining Windows (4): October 2021 \$ 1,400
- 122 III. Replace main entry door & steps November 2021 \$ TBD
- 123 IV. Purchase & attach historically appropriate storm windows: November 2021 \$ TBD
- 124 V. Assess & develop a plan for shell/exterior maintenance: November 2021 \$ TBD
- 125 • Window jambs should be rebuilt/repaired
- 126 • Window sills & casings should be evaluated for rot & repaired
- 127 • Exterior clapboards require lead mitigation, repainting & replacement of rotted clapboards & sills

129 Chairman Daniels questioned wood versus vinyl. David explained the difference between the thin vinyl versus wood and
130 said wood holds up better. Vinyl has a shorter life span than wood and would need to be replaced more often. Baseballs
131 can crack vinyl and you would have to replace the whole thing.

132
133 Selectman Dargie asked for clarification on the volunteers doing the work. David said a professional will do the two big
134 windows. We have other people who would like to attend the workshops and volunteer their help while learning something
135 in the process. Selectman Dargie commented on corroded wood in some of the pictures. David said they need to assess the
136 sills. He believes it can be repaired. The building has not been maintained very much in the last few years. There are also
137 signs of lead paint on the building. One of the phases includes storm windows.

138
139 Selectman Dargie asked if the windows were original to 1850 or have they been replaced over the years. David said some
140 have been Selectman Freel said when we originally met, it was to get replacement windows. You are now at \$2,150 and
141 some line items that are TBD. Do you have any idea what the TBD's are going to cost doing it your way versus our way?
142 He's in favor of vinyl windows, it's a better product. He gets the history and trying to preserve but he's in construction and
143 he thinks we are doing things better than we were in the 1800s. He thinks we should go with the original plan, get some
144 windows and throw them in. He would like the cost of the TBD's.

145
146 David said they want to have a quote instead of just shooting out a number. He believes they can get the job done without a
147 problem. As far as our way versus your way, we brought Claudia and her husband in and they provided pictures and at-
148 tended the walk-through, both parties were pleased. It isn't us versus them he looks at how many parties we can get to
149 "we". It's a win if we can preserve this. It's a one-room schoolhouse in operation.

150
151 Selectman Freel said it isn't a schoolhouse, it's not like it's in the downtown oval. He asked Chairman Daniels if we were
152 locked down using the suggestions from the Heritage Commission. Chairman Daniels said they would have to vote on what
153 is being presented. He asked if the building was on the Historical Register. David said no, however, it's in the Heritage
154 District and this building is included in that district.

155
156 Katherine Kokko, Milford resident, said the objective is to get the Scouts back into the building which was the original re-
157 quest. The Heritage Commission is pointing out that there isn't a need for a full rip out and replace. The windows can be
158 done with mechanical maintenance. The building is of great interest to people in town. Residents are interested in donating
159 towards the restoration of the building. She would not take lightly the Heritage value of this building. The right people are
160 looking at the building to see what it needs. This is a well-thought-out approach that comes in under budget to meet the
161 needs that the scouts have identified which is to have functional windows. There are additional needs to the building and
162 there is interest in doing that. This isn't a building that you want to put vinyl windows in. Vinyl windows are not a preser-
163 vation product and are not intended to be used in this type of scenario. It's been evaluated for what it needs for what it is,
164 not for if you intended to build it today.

165
166 Selectman Freel asked who else is using the building. Claudia Lemiere, Milford resident, said some of it is used for storage
167 by MCAA and the electrical for the warming hut and fields is stored in the basement. Mostly the building is used for cub
168 scouts and troop 4 boy scouts. The Legion leases it from the town for \$1 and lets the scouts use it. The town is responsible
169 for the exterior only. Selectman Freel is not for preserving this building to what it was in the 1800s. He is for getting it
170 ready for the kids to use.

171
172 Bob Parker, Milford resident, has been involved with scouts for 19 years. The town nailed the windows shut due to vandal-
173 ism. Fixing the two main windows will not allow them to use the scout house. All the windows have to be accessible.
174 There is also a room in the back that needs windows to be opened. They also need screens on the buildings because of the
175 bugs. Not being able to use the building this past year has cut down on low attendance and scout turnover. We need to
176 work in the building with the scouts on training and apply it outside the building. We also store equipment at the scout

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 5/24/2021

177 house and it's convenient to get to it while using the upstairs rooms. The scouts painted the interior and re-did the floor
178 about 15 years ago. The steps also need to be replaced and it needs a railing. We would like to get back in there as quickly
179 as possible.

180
181 Claudia said there is a mix of windows in the building. They need storms and screens. Selectman Freel asked if they were
182 able to find replacement windows. Claudia said yes. She appreciates the time that the Heritage Commission has put into
183 this. She has concerns about a public workshop and the time involved in that. All the windows have to be replaced and
184 soon. There was more discussion of the types of windows.

185
186 David clarified that they were not trying to go "back in time". They are trying to preserve what they have and stop the de-
187 cay and careless restoration and put it on a plan the get it locked at this point. Removing and replacing existing windows
188 has the potential to result in the need for additional work, there are too many unknowns in an old house. We can get all the
189 windows replaced plus a workshop, plus a plan to keep this building in good condition for the money allotted.

190
191 Mike Thornton, Milford resident, said his family has expressed interest in taking the preservation class and making a con-
192 tribution. Put the vinyl windows in and make sure they are working, preserve the historical windows, and teach residents
193 how to maintain their historical windows. Both ways offer a win.

194
195 Selectman Labonte asked if they could get a price from the guy that looked at the windows to get all the windows up and
196 functional and in what time frame. David said the \$750 was for two windows next month. The rest of the windows would
197 be covered in a couple of months for an additional \$1,400, for a total of \$2,150 which is under what the Board approved.

198
199 Selectman Labonte said he walked through the building with the Heritage Commission. There could be more maintenance
200 done to the building. He believes that there is money that can be donated from the public due to the interest in the building.

201
202 Katherine Kokko clarified that the Heritage workshop approach is something that has been carried out by other entities that
203 are looking to do preservation on old buildings in their towns. The Preservation Alliance sometimes gets people to take on
204 these types of projects. As far as the timing, the Heritage Commission was working under the impression and agreement
205 that having two windows functioning would meet the ventilation needs in that area of the building. It sounds like that's
206 being proposed as not being the case. It would be advisable for the Heritage Commission to get together and have a con-
207 versation about this with the scouts because we thought we were on the same page. The timing of the workshop and making
208 the windows operational in June is based on availability. The Heritage Commission and the Board were approached about
209 this almost a month ago and we put this plan together with an evaluation in 30 days. She understands that the scouts want
210 to get back into the building but you need a thoughtful approach if you are interested in persevering the building. The
211 scouts are currently meeting at the town hall and continue to do so until some of these repairs are made operational. We
212 can ask to have things done quicker.

213
214 Tina Philbrick, a Milford resident said she's been working with the Heritage Commission and they did a fantastic job and
215 put a lot of hours into this. You have an opportunity to restore a valuable part of Milford's history for very little money, a
216 lot of community help, and possibly a lot of donations. The scouts have been using the Banquet Hall and can continue to
217 use it as long as needed. The plan that the Heritage Commission put forward will get the scouts in as quickly as possible
218 which is what they were tasked to do.

219
220 Jeff Marshall, Milford resident, said he supports the Selectmen considering the Heritages proposal. His concern is that
221 from the construction industry there is a lack of resources available so even if you were thinking of a manufactured window
222 rather than a wood window, we may not find what will fit that building in the time frame that makes sense for this year. He
223 would use caution about trying to "slap" something in. This is an important building, and he supports what the Heritage
224 Commission proposed.

225
226 Selectman Freel thanked the Heritage Commission but will still vote against it because he doesn't see a problem with vinyl
227 windows in a historical building. Selectman Dargie would recommend that they try to improve the schedule to get the win-
228 dows repaired as quickly as possible.

229
230 **Selectman Dudziak made a motion to approve the phased plan presented by the Heritage Commission. Seconded by**
231 **Selectman Labonte. A roll call vote was taken with Selectman Dargie, yes, Selectman Dudziak, yes, Selectman La-**
232 **bonte yes, Selectman Freel no, and Chairman Daniels yes. The motion passed 4/1 with Selectman Freel opposed.**
233 **5:55 p.m. – Heritage Commission Overview - Chairman David Palace, Heritage Commission**

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David gave a brief overview of what the Heritage Commission does:

- They review plans as they come to the Planning Board. They look at key components like historical features and stories. They don't shut things down, they offer suggestions and advice.
- They do research and look into old records, people, and places.
- We look to get things on the national and state register. We just got the swing bridge put on the historical state register. We are working on getting the Post Office on that same register.
- We look for reuse versus demolition. Preserve versus destroy.
- We need to tell our story better. We can do that by updating the Town master plan and put in some of the key things so that it becomes more obvious for things that we are looking at.

Chairman Daniels asked David to explain the difference between the Heritage Commission and the Historical Society. David said the Heritage Commission is an advisory to the town so they offer their expertise and advice. The Historical Society is an independent 501C organization. The town doesn't have any say in their business. They can make decisions based on their charter or not on their charter.

6:10 p.m. – Eagle Scout Project, Skateboard Repair Station – Trevor Naun

Trevor gave a summary of his Eagle Scout Project: The Memo Foundation is currently helping improve Keyes Park Skate Park with a new bowl. A skateboard will be installed on a concrete slab that is 36x36 inch square that is four inches deep. There will be a wire mesh implemented into the cement to keep the structure and prevent the concrete from cracking in the future. After the repair station is installed he will hold a clinic for fourth and fifth-grade elementary students and teach them how to repair a skateboard with the station. The clinic will be sent out to the Webelos and advertised on Facebook, Milford NH residents' page). The estimated cost will be \$1,075 which will be raised through fundraising efforts.

Safety Concerns include:

Trevor will contact Dig Safe to address installation concerns. Everyone will wear masks. All volunteers will be screened for Covid symptoms, close contact, and travel. Everyone in the troop can use shovels and handheld electric screwdrivers. The concrete will be handled by only the older Scouts. Everyone handling both the wood and the concrete will be wearing gloves. Frequent water breaks will be taken so that no one gets overheated during the day. A rain date is scheduled in case of bad weather. He will also remind Scouts about sunscreen.

Selectman Freel asked if they were doing a sonar tube under it. Trevor said no, he chose the square instead. Selectman Freel questioned the process. Trevor gave more detail.

Selectman Labonte asked if Trevor checked with Rick at DPW about this. Trevor said not yet, Arene Berry suggested that he do so. Selectman Dargie asked if Trevor has seen any of these installed anywhere. Trevor said no, but he's seen videos of bike repair stations that are similar.

Arene Berry, Recreation Director, said there are bike repair stations in quite a few towns in New Hampshire. Chairman Daniels asked about the two mounted diagrams. Trevor said they are similar but mounted differently. Chairman Daniels asked about space. Trevor said it can hold only one station. Chairman Daniels asked about his timeline. Trevor said it takes about four weeks to ship once it's bought and he still has to do fundraising. He has until February 2022.

Selectman Freel recommended going with the cylinder type instead of the square and ask DPW what they think. Arene said Trevor has spoken to her about the different options and he will speak with DPW soon.

Selectman Freel made a motion to approve the Skateboard Repair Station. Seconded by Selectman Labonte. A roll call vote was taken with Selectman Dargie, yes, Selectman Dudziak, yes, Selectman Labonte yes, Selectman Freel yes, and Chairman Daniels yes. All were in favor. The motion passed 5/0.

6:20 p.m. – Eagle Scout Project, Bulletin Board – Zachary Naun

Zachary gave a summary of his Eagle Scout Project: The project is to install a 43 x 6 x 100-inch bulletin at the entrance of Keyes Park in Milford. It is prebuilt and costs \$650. The purpose is to provide park goers with information on town news and programs. He is planning to run a youth soccer clinic to demonstrate leadership and raise the funds for the project. The estimated cost will be \$740 which will be raised through those efforts.

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 5/24/2021

290 Supplies will include garbage bags, masks, and water for concrete and cleaning (10 gallons approximately). All supplies,
291 materials, and tools will be transported in his advisors, Mr. Carter’s Trailer.

292
293 Selectman Labonte asked Zachary to check with DPW about placement.

294
295 **Selectman Labonte made a motion to approve the Bulletin Board. Seconded by Selectman Freel. A roll call vote**
296 **was taken with Selectman Dargie, yes, Selectman Dudziak, yes, Selectman Labonte yes, Selectman Freel yes, and**
297 **Chairman Daniels yes. All were in favor. The motion passed 5/0.**

298
299 **3. PUBLIC COMMENTS (regarding items that are not on the agenda)** There were no public comments at this time.

300
301 **4. DECISIONS – Selectman Freel made a motion to approve the consent calendar. Seconded by Selectman La-**
302 **bonte. A roll call vote was taken with Selectman Dargie yes, Selectman Dudziak yes, Selectman Labonte yes, Select-**
303 **man Freel yes, and Chairman Daniels yes. All were in favor. The motion passed 5/0.**

304 **a) CONSENT CALENDAR**

305 1. Acceptance and Appropriation of Unanticipated Revenues Under \$10,000 NH (RSA (31:95(b)) – Donation of
306 1,000 lbs. of used dumbbells to the Milford Police Departments gym from Jamie Christman and Service First HVAC
307 - \$1,500.

308 2. Approval of Gravel Tax Levy, Map 38 Lot 58

309 3. Approval of 2021 Preliminary Tax Warrant

310 **OTHER DECISIONS**

311 1) N/A

312
313 **5. TOWN STATUS REPORT – Town Administrator, John Shannon**

314 **1) Town Swimming Pool** - The Town swimming pool at Keyes Park will be opening this summer. The pool will be open-
315 ing on June 16, 2021, and registration for programs and passes is now open. It will be necessary to put guidelines and pro-
316 cedures into place to address the health and safety of the community and staff due to the pandemic and these can be found
317 on the Town webpage on the Recreation page. It will not be as restrictive as last year. These procedures may change at any
318 time per State guidelines and recommendations. Any questions or concerns can be directed to the Town Administrator's
319 Office or the Recreation Department.

320
321 **2) Town Re-opening** - Town Hall is now open during normal business hours. The Transfer Station will also be looking
322 at making some adjustments such as the opening of the Still Good Shed. The Town has decided that all mask and social
323 distancing requirements are still in effect for the time being. These requirements will be continuously reviewed and will be
324 relaxed at the appropriate time. All other options for obtaining Town Hall services (i.e. drop boxes, online, appointments,
325 by phone) are available at all times. Any questions or concerns about the project can be directed to the Town Administra-
326 tor’s Office.

327 Selectman Freel asked about the new equipment at the pool last year and when the warranty for the equipment started.
328 Administrator Shannon said the warranty started when they started using the equipment which was later in the season.
329 They will be opening on schedule with a full crew of lifeguards as soon as they complete their training. He will get the
330 specific date the warranty started tomorrow.

331
332 Selectman Freel asked if there were any issues with the water this year as far as water bans. Selectman Labonte said we
333 are under odds and evens; it’s like that every year.

334
335 Selectman Dargie asked about the Memorial Day Parade. Administrator Shannon said it was approved in February and is
336 moving forward. Selectman Dargie asked for the notice to be put on the website. Selectman Freel asked if there would be
337 any restrictions on the parade. Administrator Shannon said no restrictions that he knows of and no restrictions from the
338 state. Also, as a reminder, the fireworks will be on July 2, 2021.

339
340 **6. DISCUSSIONS**

341 **1) Recycling Committee Ordinance (Enforcement)** – Chairman Daniels said some changes have been made and the
342 committee had questions about the enforcement. This town ordinance requires recyclables to be separated to specific areas.
343 Enforcement is hard because we can’t put Police out there to make sure people are doing it correctly. He is asking for ideas
344 from the Board.

346 Selectman Labonte asked if there have been issues over this. Chairman Daniels said most people comply. If you don't
347 follow the rules, your privileges are cut off. The Recycling Committee is looking at the penalties section with currently
348 references fines but the fine index has been eliminated. People need to understand that the more we can separate recyclables
349 that money can go into reducing the money to run the Transfer Station and property taxes. The market for recyclables
350 changes from time to time.

351
352 Selectman Labonte asked if the rest of the policy was reviewed by the Recycling Committee. He noticed that there are
353 things in the policy that you can't do any more like put natural wood or pallets in the brush pile anymore. Chairman Dan-
354 iels said he wasn't going to vote on this tonight. He will turn it back to the Committee but would like guidance from the
355 Board on the compliance issue.

356
357 Selectman Labonte said if our only recourse now is restricting people who violate this policy, do we ever get to the point
358 that we have 30 or 40 people that are banned from the Transfer Station. Chairman Daniels said the number of people who
359 have been banned could be counted on one hand, it's rare. Selectman Labonte said if most people are complying, do you
360 wait until there becomes an issue before you do something.

361
362 Chairman Daniels would rather ask people to do what you are trying to accomplish and not have to put penalties out there.
363 Milford as a community has always worked together to accomplish those types of things. It was decided that they don't
364 need to go through with enforcement. Chairman Daniels will respond to the Recycling Committee.

365
366 **7. PUBLIC COMMENTS. (Regarding items that are not on the agenda)** There were no public comments at this time
367

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

369 Chairman Daniels said the next big initiative on the Recycling Committee is to push composting. Selectman Labonte asked
370 where all the compost went at the Transfer Station. Chairman Daniels said we sold some of it so we would have to ask
371 Rick or Tammy where the rest went.

372
373 Selectman Labonte thanked Captain Frye for forwarding more radio issues; he is questioning the form that was sent.
374 Chairman Daniels said he didn't know. They are trying to get a standardized form to use to collect the information. Se-
375 lectman Labonte asked if there is any action taken on these radio complaints that are sent to the Board, are they forwarded
376 to MACC Base or our radio vendor? Do we try to identify the problem/causes? Chairman Daniels said there is a process
377 that needs to be developed for MACC Base and the Town. They have to determine if MACC Base is a system or service
378 and then decide the policy or process on how it needs to be fixed.

379
380 Selectman Labonte said that's what he's referring to. Chairman Daniels said we need a process that can be followed and
381 part of the process is that we will be doing all the troubleshooting that we can at the local level before we escalate it to
382 MACC Base.

383
384 Selectman Labonte asked how we are going to do this process. Chairman Daniels said he's waiting to find out how MACC
385 Base is going to define itself. Selectman Labonte asked if there was a way he can make a motion to start a process as far as
386 investigating on our own. He feels things are being left with the assumption that it's the bigger picture.

387
388 Chairman Daniels said Selectman Labonte could write up a draft of what he thinks the process should be. We can later
389 discuss it and make alterations as needed.

390
391 **FROM PROJECTS, SPECIAL BOARDS, COMMISSIONS & COMMITTEES**

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

393 **9. APPROVAL OF FINAL MINUTES - Selectman Dargie moved to approve the minutes of May 10, 2021, as**
394 **amended. Seconded by Chairman Daniels. A roll call vote was taken with Selectman Dargie yes, Selectman Dudziak**
395 **yes, Selectman Labonte yes, Selectman Freel yes, and Chairman Daniels yes. All were in favor. The motion passed**
396 **5/0.**

397
398 **10. INFORMATION ITEMS REQUIRING NO DECISIONS.**

399 1. N/A

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

DRAFT MINUTES OF BOARD OF SELECTMEN MEETING – 5/24/2021

401 12. NON-PUBLIC SESSION a motion made by Selectman Labonte to enter into a non-public session for approval of
402 minutes in accordance with (RSA 91-A:3, II(e)) Legal, (RSA 91-A:3, II(c)) – Reputation May 10, 2021. Seconded by
403 Selectmen Freel. A roll call vote was taken with Selectman Dargie yes, Selectman Dudziak yes, Selectman Labonte
404 yes, Selectman Freel yes, and Chairman Daniels yes. The motion passed 5/0.
405

406 In non-public, the Board approved minutes for May 10, 2021.
407

408 13. ADJOURNMENT: Selectman Freel moved to adjourn at 7:40 pm. Seconded by Selectman Dargie. A roll call
409 vote was taken with Selectman Dargie yes, Selectman Dudziak yes, Selectman Labonte yes, Selectman Freel yes, and
410 Chairman Daniels yes. All were in favor. The motion passed 5/0.
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415 _____
Gary Daniels, Chairman

Paul Dargie, Member

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418 _____
Chris Labonte, Vice-Chairman

David Freel, Member

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422 _____
423 Laura Dudziak, Member